

# **Solano County**

675 Texas Street  
Fairfield, California 94533  
[www.solanocounty.com](http://www.solanocounty.com)



## **Agenda - Final**

**Tuesday, September 11, 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      **18-640**      Conference with Real Property Negotiators: Property: APN 0032-190-310,310/360 Beck Ave., Fairfield, California; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator and Gerald Huber, Director of Health and Social Services; Negotiating party: David White; Under negotiation: Price and terms

Conference with Legal Counsel - Potential Litigation: One case

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**Probation:

- 2      **18-625**      Adopt and present a resolution and plaque of appreciation honoring Carol Nancy Rueger, Legal Procedures Clerk, upon her retirement from the Solano County Probation Department with over 27 years of dedicated public service (Supervisor Thomson)

Attachments:    [A - Resolution](#)

Board of Supervisors:

- 3      **18-615**      Adopt and present a resolution recognizing the 50th anniversary of the Vacaville Heritage Council and its decades-long commitment to preserving Solano County's history (Chair Vasquez)

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

#### Board of Supervisors/District 2:

- 4      **18-582**      Adopt a resolution recognizing September 25, 2018 as National Voter Registration Day in Solano County

Attachments:    [A - Resolution](#)

#### Auditor-Controller:

- 5      **18-614**      Adopt a resolution setting the property tax rates for the County of Solano, cities, schools and applicable special districts for FY2018/19

Attachments:    [A - Resolution](#)

[A1 - Exhibit 1](#)

#### General Services:

- 6      **18-564**      Approve a 30 year Ground Lease Agreement with NACA 130, LLC (Steven Couthes) for a lease area of 8,045 square feet, for an initial annual rate of \$8,367, to allow construction of an aircraft hangar on the Nut Tree Airport; and Authorize the County Administrator, or designee, to execute the agreement and any amendments

Attachments:    [A - NACA Ground Lease Contract](#)

[B - Project Location and Site Plan](#)

- 7      **18-621**      Approve an agreement with Swank Construction, Inc. of Vacaville for \$2,458,306 to construct the Solano County Nut Tree Airport T-Hangar Project; Approve an Appropriation Transfer Request (ATR) for \$915,386 for the T-Hangar Project to be funded by project financing with CALTRANS for \$578,036 and repurposed General Fund loan for \$337,350 (4/5 vote required); and Authorize the County Administrator, or designee, to execute the agreement and any amendments within the approved project budget

Attachments:    [A - Swank Contract](#)

[B - Summary of Project Cost and Revenue Source](#)

[C - Project Financial Pro-Forma](#)

[D - Project Location and Site Plan](#)

[E - Bid Results](#)



## HEALTH AND SOCIAL SERVICES

### Health and Social Services:

- 8      **18-576**      Approve the Mental Health Services Act (MHSA) Reversion Expenditure Plan FY2018/19 through FY2019/20 for a total amount of \$1,429,797 to fund enhancements to current mental health projects which aim to increase access to services for the unserved and underserved communities, and to improve consumer mental health outcomes

Attachments:    [A - Link to MHSA Reversion Plan](#)

- 9      **18-586**      Approve a Memorandum of Understanding (MOU) with the California Automated Consortia Eligibility System (CalACES) in conjunction with the Welfare Client Data System (WCDS) consortia of counties for the procurement, implementation, maintenance, and operations surrounding development of the California Statewide Automated Welfare System (CalSAWS)

Attachments:    [A - MOU](#)

- 10     **18-602**      Adopt a resolution to support participation in the Homeless Mentally Ill Outreach and Treatment Program (HMIOT) one-time grant funds authorized through Senate Bill (SB) 840 to provide services for individuals with serious mental illness and who are homeless or at risk of becoming homeless; and Delegate authority to the County Administrator to approve an Appropriation Transfer Request (ATR) to accept \$571,000 in grant revenue and appropriate grant expenditures once funds are received and to execute contracts for the HMIOT program (4/5 vote required)

Attachments:    [A - Resolution](#)  
                         [B - Link to 5 Year Strategic Plan](#)

## CRIMINAL JUSTICE

### Probation:

- 11     **18-583**      Approve a contract with the State of California Department of Corrections and Rehabilitation (CDCR) to provide juvenile diagnostic studies and treatment services, for an amount not to exceed \$99,904, effective for the period of October 1, 2018 through June 30, 2020; Delegate authority to the County Administrator, pending County Counsel concurrence, to execute the contract and any future amendments, including changes to terms and conditions, scope of services and modifications to contract limits up to 20% of the total contract amount, not to exceed \$75,000

Attachments:    [A - Contract](#)

**MISCELLANEOUS ITEMS**Board of Supervisors:

- 12      **18-607**      Approve the appointment of Leneshia Anderson to the First 5 Solano Children and Families Commission, representing District 1, for a term to expire June 13, 2021
- 13      **18-634**      Approve the appointment of Olivia Ruiz to the Solano Commission for Women and Girls, representing District 1, for a term length to be determined at the first meeting of the Solano Commission for Women and Girls
- 14      **18-624**      Approve the appointment of Stephanie Beardsley to the Solano Commission for Women and Girls, representing District 3, for a term length to be determined at the first meeting of the Solano Commission for Women and Girls
- 15      **18-616**      Approve the appointment of Jennifer Hamilton to the Solano Commission for Women and Girls, representing District 4, for a term to be determined at the first meeting of the Solano Commission for Women and Girls
- 16      **18-608**      Approve the appointment of Laura Petty to the Solano Commission for Women and Girls, representing District 5, for a term length to be determined at the first meeting of the Solano Commission for Women and Girls

Attachments:    [A - Resume](#)

County Administrator:

- 17      **18-644**      Affirm the appointment of Chair John Vasquez as primary representative and Supervisor Skip Thomson as the alternate representative to the Delta Counties Coalition, representing Solano County

Health and Social Services:

- 18      **18-627**      Approve the appointment of Tonya Nowakowski, Assistant Director of Health and Social Services, as the Solano County representative to Housing First Solano Continuum of Care

## REGULAR CALENDAR

### Rescheduled Consent Items

#### Consider the following:

- A)
- B)
- C)

### OTHER

#### East Vallejo Fire Protection District:

- 19      **18-623**      Conduct Quarterly Meeting of the East Vallejo Fire Protection District Board of Directors; and Receive a presentation from the Vallejo Deputy Fire Chief on the fire protection services being provided to the East Vallejo Fire Protection District

### GENERAL GOVERNMENT

#### County Administrator:

- 20      **18-626**      Receive a presentation from the Food Bank of Contra Costa and Solano on the Hunger Study 2018

Attachments:    [A - Hunger Study 2018](#)  
                         [B - Presentation](#)

#### County Administrator/First 5 Solano:

- 21      **18-631**      Provide direction to staff regarding the distribution methodology and use for the one-time allocation of \$100,000 in non-County contributions for Family Resource Centers approved by the Board of Supervisors during its FY2018/19 Budget Hearings on June 19, 2018

Attachments:    [A - FRC Funding](#)  
                         [B - FRC Funding Proposal](#)

County Administrator/Health and Social Services:

- 22**      **18-652**      Consider adopting a resolution requesting designation as the Area Agency on Aging for PSA 28; Consider approving the final PSA 28 Application including the final Joint Exercise of Powers Agreement between Napa and Solano Counties; and Delegate authority to the County Administrator to execute contracts associated with the new Area Agency on Aging for PSA 28

Attachments:    [A - Resolution](#)  
                         [B - Final Application](#)

**LAND USE/TRANSPORTATION**Resource Management:

- 23**      **18-654**      Receive a presentation from MCE Clean Energy (MCE), a community choice aggregator that pools the electricity demand of its member communities to purchase power with higher renewable and lower greenhouse gas content than Pacific Gas and Electric; Consider actions to implement a Community Choice Aggregation (CCA) program through the MCE Joint Powers Agreement pursuant to California Public Utilities Code Section 366.2 by introduction of an ordinance and adoption of a resolution to prepare and plan for a CCA program start in 2020; or Continue the item for further staff analysis and public outreach, and delay CCA participation with MCE or other CCA provider until 2021 or later

Attachments:    [A - Ordinance](#)  
                         [B - Resolution](#)  
                         [C - MOU](#)  
                         [D - JPA Agreement](#)

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

*To the Board of Supervisors meeting of September 25, 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 #:** 18-640 **Contact:** Dennis Bunting, 784-6140  
**Agenda date:** 09/11/2018 **Final Action:**  
**Title:** Conference with Real Property Negotiators: Property: APN 0032-190-310,310/360 Beck Ave., Fairfield, California; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator and Gerald Huber, Director of Health and Social Services; Negotiating party: David White; Under negotiation: Price and terms  
Conference with Legal Counsel - Potential Litigation: One case  
**Governing body:** Board of Supervisors  
**District:** All  
**Attachments:** A - Memorandum

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

## 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 0032-190-310,310/360 Beck Ave., Fairfield, California; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator and Gerald Huber, Director of Health and Social Services; Negotiating party: David White; 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): One case
- E. LIABILITY CLAIMS-JOINT POWERS AUTHORITY (GC § 54956.95)
  - a. Claimant:\_\_\_\_\_
  - b. Agency against whom claim filed:\_\_\_\_\_
- F. THREAT TO PUBLIC SERVICES OR FACILITIES (GC § 54957)
  - a. Consultation with:\_\_\_\_\_
- G. PUBLIC EMPLOYEE APPOINTMENT
  - a. Title:
- 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

<b>Agenda #:</b>	2	<b>Status:</b>	Presentation
<b>Type:</b>	Resolution-Presentation	<b>Department:</b>	Probation
<b>File #:</b>	18-625	<b>Contact:</b>	Christopher Hansen, 784-4803
<b>Agenda date:</b>	09/11/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt and present a resolution and plaque of appreciation honoring Carol Nancy Rueger, Legal Procedures Clerk, upon her retirement from the Solano County Probation Department with over 27 years of dedicated public service (Supervisor Thomson)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 5		
<b>Attachments:</b>	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 Probation Department recommends the Board of Supervisors adopt and present a resolution and plaque of appreciation honoring Carol Nancy Rueger, Legal Procedures Clerk, upon her retirement from the Solano County Probation Department, with over 27 years of dedicated public service.

### **SUMMARY/DISCUSSION:**

Ms. Rueger started her career in Solano County as a Lead Transcriber-Typist on December 23, 1990. On April 4, 1999 Ms. Rueger was promoted to Senior Legal Procedures Clerk in the Juvenile Clerical Unit. In April 2007, Ms. Rueger decided to transition to the Adult Clerical Unit as a Legal Procedures Clerk where she has served for the last 11 years.

Ms. Rueger has dedicated herself to serving and supporting the Probation Department in many different roles. Due to her extensive knowledge in Probation and her attention to detail, Ms. Rueger was assigned to lead the record purging project. Ms. Rueger willingly accepted the challenge. Since taking on this assignment, she has processed more than twenty thousand records in addition to other daily duties. Ms. Rueger's daily contribution to her co-workers and the department will be greatly missed.

Ms. Rueger has performed her duties throughout her years of service in a professional, compassionate, and responsible manner. As a Legal Procedures Clerk, she has displayed a commitment to the mission of the Solano County Probation Department which is to Reduce Recidivism through Positive Behavior Change.

### **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 resolution materials

and plaque are included in the Board's FY2018/19 Adopted Budget.

**ALTERNATIVES:**

The Board could choose not to adopt this resolution and plaque of appreciation. This is not recommended as this is an opportunity to recognize Carol Nancy Rueger's dedication and contributions to 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  
HONORING CAROL NANCY RUEGER, LEGAL PROCEDURES CLERK,  
UPON HER RETIREMENT FROM THE SOLANO COUNTY PROBATION DEPARTMENT  
WITH OVER 27 YEARS OF DEDICATED SERVICE TO SOLANO COUNTY**

**WHEREAS**, Carol Nancy Rueger began her employment with the Solano County Probation Department as a Lead Transcriber-Typist on December 23, 1990; and

**WHEREAS**, Ms. Rueger was promoted to Senior Legal Procedures Clerk in the Juvenile Clerical Unit of the Probation Department on April 4, 1999, where she remained until April 22, 2007, when she transferred to the Adult Clerical Unit as a Legal Procedures Clerk; and

**WHEREAS**, Ms. Rueger has dedicated herself to serving and supporting the Probation Department in many different roles. Due to her extensive knowledge in Probation and her attention to detail, Ms. Rueger was assigned to lead the record purging project. Ms. Rueger willingly accepted the challenge. Since taking on this assignment, she has processed more than twenty thousand records in addition to other daily duties. Ms. Rueger's daily contribution to her co-workers and the department will be greatly missed.

**WHEREAS**, Ms. Rueger has always displayed a high level of professionalism in all of her interactions with internal department members, external agencies and Probation clients; and

**WHEREAS**, Ms. Rueger has always been flexible to the ever-changing clerical and supervision processes and flexible with changes to her roles and responsibilities; and

**WHEREAS**, Ms. Rueger has performed her duties throughout her years of service in a professional, compassionate, and responsible manner. As a Legal Procedures Clerk, Ms. Rueger has displayed a commitment to the mission of the Solano County Probation Department which is to Reduce Recidivism through Positive Behavior Change.

**NOW, THEREFORE, BE IT RESOLVED**, that the Solano County Board of Supervisors hereby honors and recognizes Carol Nancy Rueger for over 27 years of dedicated service to the citizens of Solano County and wishes her success in her future endeavors and a long, happy, and well-deserved retirement.

Dated this 11<sup>th</sup> day of September 2018

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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

<b>Agenda #:</b>	3	<b>Status:</b>	Presentation
<b>Type:</b>	Resolution-Presentation	<b>Department:</b>	Board of Supervisors
<b>File #:</b>	18-615	<b>Contact:</b>	John M. Vasquez, 784-6129
<b>Agenda date:</b>	09/11/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt and present a resolution recognizing the 50th anniversary of the Vacaville Heritage Council and its decades-long commitment to preserving Solano County's history (Chair Vasquez)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 4		
<b>Attachments:</b>	A - Resolution		

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

### **DEPARTMENTAL RECOMMENDATION:**

Chair Vasquez requests that the Board adopt and present a resolution recognizing the 50th anniversary of the Vacaville Heritage Council and its decades-long commitment to preserving Solano County's history.

### **SUMMARY/DISCUSSION:**

The Vacaville Heritage Council (VHC) was established in 1968 by a dedicated group of volunteers as a historical archives and research organization. The VHC incorporated as a non-profit organization in June 1969. Run by volunteers, the VHC preserves information of Solano County's past, and in particular, Vacaville's history. The VHC works with historical documents, maps and photographs. The public is encouraged to share their own historical information with the VHC so that it can be digitally photographed or scanned and returned to its owner.

The VHC is located in the Old Town Hall, at 618 East Main St., Vacaville. Built in 1907, the Old Town Hall once served as the town's police station, local court, city council chamber and fire station. In 1969, the building became one of the VHC's earliest preservation efforts. A volunteer began researching the building with the goal of having it recognized as a national landmark, a designation it received in 1978. That same year, the city of Vacaville granted use of the building to the VHC, which remains its home to this day.

### **FINANCIAL IMPACT:**

The costs associated with preparing this agenda item are nominal and absorbed within the District 4 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 could choose not to adopt this resolution. This is not recommended because this is an opportunity to raise public awareness of the Vacaville Heritage Council and the important role it plays in collecting and preserving our region's history for the public's benefit and enjoyment.

**OTHER AGENCY INVOLVEMENT:**

This resolution was prepared in conjunction with the Vacaville Heritage Council.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# Resolution No. 2018 -

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING THE 50<sup>th</sup> ANNIVERSARY OF THE VACAVILLE HERITAGE COUNCIL**

**WHEREAS**, the Vacaville Heritage Council was started by a dedicated group of volunteers in 1968 and would become a nonprofit organization in June 1969. For fifty years, its dedicated group of volunteers and board members have worked to preserve local history for future generations; and

**WHEREAS**, the mission of the Vacaville Heritage Council is, "To collect and preserve ephemera, photography and biographies of local people, places and organizations for research, cultural and educational purposes; and

**WHEREAS**, in one of its earliest historical preservation efforts, the Vacaville Heritage Council began restoring the Old Town Hall in Vacaville in 1969. The 1907 structure had once served as Vacaville's police station, city council chamber, fire station, local court and county jail. In 1977, teenager and Vacaville Heritage Council member Melodee Beelard began a research project on the building with the goal of having it recognized as a national landmark. In 1978, the Old Town Hall was nominated as a national landmark by the state Historical Resources Commission. That same year, the city granted use of the building to the Vacaville Heritage Council, which remains its home to this day; and

**WHEREAS**, the Vacaville Heritage Council and its Old Town Hall location make it a convenient place for Solano County residents to visit. Volunteers assist the public in examining documents or photographs. The Vacaville Heritage Council is also a place for members of the public to share their own historical information; and

**WHEREAS**, the Vacaville Heritage Council maintains a diverse collection of historical artifacts from throughout Solano County representing our region's rich agricultural heritage, Native American history and more. In addition to having digitized every single Armijo High School yearbook ever published, the Vacaville Heritage Council is also home to 455 bound volumes of the Vacaville Reporter newspaper dating back to the 1930's. Over the years, the Vacaville Heritage Council has taken the extra measure of recording interviews with notable individuals and longtime residents prior to their passing, so as to preserve their recollections of particular events and memories of Solano County for future generations.

**NOW, THEREFORE, BE IT RESOLVED**, that the Solano County Board of Supervisors hereby recognizes the 50<sup>th</sup> anniversary of the Vacaville Heritage Council for its five decades-long commitment to preserving Solano County's historical artifacts and documents for the public's benefit and enjoyment.

Dated this 11<sup>th</sup> day of September, 2018

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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



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## Agenda Submittal

<b>Agenda #:</b>	4	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	Board of Supervisors
<b>File #:</b>	18-582	<b>Contact:</b>	Monica Brown, 784-3031
<b>Agenda date:</b>	09/11/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution recognizing September 25, 2018 as National Voter Registration Day in Solano County		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 2		
<b>Attachments:</b>	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:**

Adopt a resolution recognizing September 25, 2018 as National Voter Registration Day in Solano County.

### **SUMMARY:**

Supervisor Brown requests the Board adopt a resolution recognizing September 25 as National Voter Registration Day in Solano County in recognition of the League of Women Voters of Benicia's efforts in conducting regular voter registration drives.

### **FINANCIAL IMPACT:**

The costs associated with preparing the agenda item is nominal and absorbed by the District 2 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.

### **DISCUSSION:**

The League of Women Voters of Benicia conducts regular voter registration drives at high schools, farmers markets and other community events throughout Solano County. Adopting this resolution recognizes their efforts as well as emphasizing the importance of registering to vote.

### **CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# Resolution No. 2018-

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING SEPTEMBER 25, 2018 AS NATIONAL VOTER REGISTRATION DAY IN SOLANO COUNTY**

**WHEREAS**, democracy is at its best when everyone participates in the process; and

**WHEREAS**, registering to vote empowers and encourages eligible citizens to mobilize and exercise their right to vote and have their voices heard on Election Day; and

**WHEREAS**, the League of Women Voters of Benicia is devoting hours of time and effort visiting area high schools to register first time voters; and

**WHEREAS**, the League of Women Voters of Benicia is dedicated to reregistering voters who have moved to Solano County; and

**WHEREAS** the month of September 2018 is declared National Voter Registration Month and September 25, 2018 is declared National Voter Registration Day; and

**WHEREAS** the League of Women Voters of Benicia will be registering people to vote at the Vallejo Ferry Terminal as well as other locations within the county on September 25<sup>th</sup>.

**NOW, THEREFORE, BE IT RESOLVED** that the Solano County Board of Supervisors hereby proclaims September 25, 2018 as “National Voter Registration Day” in Solano County and encourage all citizens to ensure they are registered to vote.

Dated this 11<sup>th</sup> day of September, 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

<b>Agenda #:</b>	5	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	Auditor-Controller
<b>File #:</b>	18-614	<b>Contact:</b>	Siimona Padilla-Scholtens, 784-6287
<b>Agenda date:</b>	09/11/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution setting the property tax rates for the County of Solano, cities, schools and applicable special districts for FY2018/19		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Resolution, A1 - Exhibit 1		

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 that the Board of Supervisors (BOS) adopt a resolution setting the property tax rates for the County of Solano, cities, schools and applicable special districts within the county of Solano for FY2018/19.

### **SUMMARY:**

In accordance with Government Code Section 29100, the BOS is required to set the property tax rates for the County of Solano, cities, schools, and applicable special districts within the county of Solano on or before October 3rd of each year. The Code requires the BOS to levy the rates of tax on the secured and unsecured rolls at not more than ONE DOLLAR (\$1.00) per ONE HUNDRED DOLLARS (\$100.00) of the full cash value of the property. Also, pursuant to Revenue and Taxation Code Section 93(c), included in the tax rate schedule in Attachment "A1", are the ad valorem tax rates for schools and special districts to collect for the payment of the principal and interest on their respective voter-approved bonded indebtedness.

### **FINANCIAL IMPACT:**

There is no financial impact in adopting this resolution. However, the action establishes the property tax rates necessary to levy taxes for the operations and debt service requirements of the County, cities, schools, and applicable special districts within the county of Solano for FY2018/19. The costs associated with preparing the agenda item is nominal and absorbed by the department's FY2018/19 Adopted Budget.

### **DISCUSSION:**

Proposition 13 was passed by the California electorate in 1978 to set the property tax rate statewide at 1% of the full cash value of the property. Additional taxes levied in excess of 1% require voters' approval. The ACO calculates the property tax rates for the General Obligation Bonds of all school districts in the county. A school

district may have a series of bond issues and the tax rate of each series is calculated separately. The assessed values of all property within the sphere of influence of each jurisdiction together with the scheduled annual debt service payment of principal and interest due during the year are the factors in the calculation of the property tax rates.

For cities and other local agencies, the respective entity calculates and submits their respective property tax rates to the ACO accompanied by an approved Resolution or Ordinance from the respective governing body. Each local agency is responsible for the validity and accuracy of the property tax rates to conform with the legal requirements.

The BOS approves the annual property tax rates to be levied on the property tax bills for the current fiscal year.

**ALTERNATIVES:**

The BOS could set different tax rates than those provided herein. However, they may impact the funds necessary to meet the current year's debt service obligations for the respective levying agencies. Therefore, this alternative is not recommended.

**OTHER AGENCY INVOLVEMENT:**

The affected cities, schools and applicable special districts have participated in the compilation of the data and the calculation of the respective tax rates contained in this report.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**



RESOLUTION NO. 2018 - \_\_\_\_\_

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS SETTING  
THE RATES OF AND LEVYING COUNTY AND DISTRICT TAXES  
FOR THE 2018-19 FISCAL YEAR**

**Whereas**, the property tax rates of the County of Solano for the 2018-2019 fiscal year shall be adopted by the Board of Supervisors of the County of Solano at its meeting on September 11, 2018; and

**Whereas**, Government Code section 29100 provides that the board of supervisors of a county shall set the rates for the secured tax roll in that county, in accordance with the provisions of that section and subject to the limitations specified in California Constitution Article XIII A and Revenue and Taxation Code sections 93 and 100.

**Resolved**, the Solano County Board of Supervisors fixes and levies the rates of the County taxes for the 2018-2019 fiscal year as follows:

At the rate of ONE DOLLAR (\$1.00) on each ONE HUNDRED DOLLARS (\$100.00) of full value in the County as shown in the files and records of the Solano County Auditor-Controller, which are incorporated by this reference, fixing the rates of County, Cities and District taxes for 2018-2019 fiscal year. The tax rate of ONE DOLLAR (\$1.00) on each ONE HUNDRED DOLLARS (\$100.00) of taxable full value shall be added additional sums of the voter-approved bonds, assessments, and indebtedness of the County of Solano, Cities, School Districts, Districts and Special Districts within the county of Solano as provided by law and as are set forth on the attached Exhibit 1, which is incorporated by this reference.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on September 11, 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

COUNTY OF SOLANO  
OFFICE OF THE AUDITOR-CONTROLLER  
FY 2018-19  
PROPERTY TAX RATES  
PER 100.00 OF FULL CASH VALUE

<u>UNITARY &amp; OPERATING NON-UNITARY TAX RATE:</u>			<u>MATURITY DATE</u>
0013	1% Rate	0.993700	
0306	Voter Debt	0.584900	
Total Unitary & Operating Non-Unitary Tax Rate		<u>1.578600</u>	N/A
<u>UNITARY RAILROADS TAX RATE:</u>			
0014	1% Rate	0.993700	
0307	Voter Debt	0.584900	
Total Unitary Railroads Tax Rate		<u>1.578600</u>	N/A
<u>UNITARY QUALIFIED ELECTRIC PROPERTY TAX RATE:</u>			
0015	1% Rate	0.993700	
0308	Voter Debt	0.584900	
Total Qualified Property Tax Rate		<u>1.578600</u>	N/A
<u>1% LIMITATION</u>			
0059	All Local Agencies & School Districts	<u>1.000000</u>	N/A
<u>CITY BOND DEBT</u>			
0077	Fairfield - North Bay Aqueduct	0.004500	6/30/36
0079	Suisun - North Bay Aqueduct Debt Service	0.003233	7/1/36
0080	Vacaville - Paramedic/North Bay Aqueduct	0.030640	7/1/36
<u>SCHOOL BOND DEBT</u>			
0395	Los Rios Community College District GOB	0.013100	8/1/38
0410	San Joaquin CC 2004 GOB S2018D	0.004600	8/1/28
0416	Davis Joint USD 2010 & 2011 Refunding Bonds	0.016000	8/1/25
0421	Winters Joint Unified 2010 Refunding Bonds	0.030000	7/1/25
0422	Winters Joint USD 2014 GOB	0.056000	8/1/46
0425	Winters JT USD 2017 GOB Ser A	0.057000	8/1/46
0443	Benicia USD 1991 Election, 1997 Refunding Series A	0.048678	8/1/22
0447	Benicia USD 1997 Election, 2000 Issuance, Series B	0.001719	8/1/25
0450	Benicia USD 1997 Election, 2001 Issuance, Series C	0.005582	8/1/26
0451	Fairfield-Suisun USD GOB 2016 S-2018	0.058452	8/1/43
0461	Vallejo USD Measure A 2002-Refunding	0.053451	8/1/25
0468	River Delta SFID No 1	0.044100	8/1/25
0476	Solano Community College 2015 GO Refunding Bonds	0.000701	8/1/31

COUNTY OF SOLANO  
OFFICE OF THE AUDITOR-CONTROLLER  
FY 2018-19  
PROPERTY TAX RATES  
PER 100.00 OF FULL CASH VALUE

SCHOOL BOND DEBT

MATURITY DATE:

0480	Benicia USD Refunding Series 2011	0.036310	8/1/19
0481	Fairfield Suisun USD GOB 2011 Refunding	0.014933	8/1/27
0482	Dixon USD GOBs	0.084109	8/1/44
0483	Fairfield Suisun USD 2012 GO Refunding Bonds	0.023202	8/1/28
0484	Solano Community College GOB 2012 Series A	0.004991	8/1/47
0485	Solano Community College GOB 2012 Series B	0.003224	8/1/40
0486	Vacaville USD 2014 GOB Refunding	0.019261	8/1/30
0487	Solano Community College 2014 GOB Refunding Series A	0.001630	8/1/23
0488	Solano Community College 2014 GOB Refunding Series B	0.013831	8/1/22
0489	San Joaquin Community College Series 2014C GOB	0.001700	8/1/39
0490	Ben USD 2014 GOB Series A	0.007870	8/1/39
0491	Vacaville USD 2014 GOB Refunding Series B	0.012716	8/1/32
0492	Vacaville USD 2014 GOB Refunding Series C	0.016990	8/1/30
0493	Vacaville USD GOB 2014 Series A	0.014729	8/1/40
0494	Fairfield Suisun USD GOB 2016 Series A	0.017186	8/1/46
0495	Benicia USD 2014 GOB Series B	0.021297	8/1/39
0496	San Joaquin Community College GOB 2015 Refunding	0.016200	8/1/32
0497	Solano Community College 2012 GOB Series C	0.014512	8/1/46
0498	Vacaville GOB 2014 Series B	0.039489	8/1/42
0499	Vallejo USD 2017 GOB Refunding	0.016871	8/1/29

DISTRICT & SPECIAL DISTRICT BOND DEBT

0109	Somerset I/II	0.060000	N/A
0118	Woodridge	0.071000	N/A
0119	College Hills	0.100000	N/A
0121	Costa del Rio (Seaview)	0.287000	N/A
0122	Town & Country I	0.150000	N/A
0163	Monica Place	0.187000	N/A
0171	Sommerset III	0.144000	N/A
0172	Hunter Ranch I/II	0.100000	N/A
0187	Greenmont-Seaport Hills	0.032000	N/A
0188	Summit II	0.095000	N/A
0189	Cimmaron Hills-Madigan	0.162000	N/A
0191	Glen Cove I/II	0.190000	N/A
0192	Springtree-Fleming	0.195000	N/A
0193	Ridgecrest	0.115000	N/A
0318	So. Co. Water Agency - State Water Project	0.020000	12/31/35
0324	Suisun City-Highway 12 Improvement Bonds Debt Service	0.013394	2/1/19



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	6	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Contract	<b>Department:</b>	General Services
<b>File #:</b>	18-564	<b>Contact:</b>	Dave Daly, 469-4600
<b>Agenda date:</b>	09/11/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve a 30 year Ground Lease Agreement with NACA 130, LLC (Steven Couthes) for a lease area of 8,045 square feet, for an initial annual rate of \$8,367, to allow construction of an aircraft hangar on the Nut Tree Airport; and Authorize the County Administrator, or designee, to execute the agreement and any amendments		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 4		
<b>Attachments:</b>	A - NACA Ground Lease Contract, B - Project Location and Site Plan		

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 a 30 year Ground Lease Agreement (Attachment A) with NACA 130, LLC (Steven Couthes) for a lease area of 8,045 square feet, for an initial annual rate of \$8,367, to allow construction of an aircraft hangar on the Nut Tree Airport; and
2. Authorize the County Administrator, or designee, to execute the agreement and any amendments.

### **SUMMARY:**

NACA 130, LLC (NACA), a private corporation, proposes to construct an 8,045 square foot aircraft hangar on the Airport for private use. The hangar will be used for aeronautical purposes including aircraft storage, maintenance, repair, restoration, and display. The hangar site is located within the Phase 1 Aeronautical Development Area identified in the Nut Tree Airport Business Plan. The location for the proposed hangar is shown on Attachment B.

### **FINANCIAL IMPACT:**

Development of the proposed hangar and related improvements will be funded 100% by NACA. Annual rent on the recommended ground lease will start at \$8,367 per year and increase annually at a fixed rate of 3% over the term of the lease. The recommended ground lease rate is based on current rates of comparable leases on the Airport as advertised development marketing literature for the Airport. The ground lease is for a 30 year term to allow project financing during the lease term. Total rent during the first 10-year period will be \$95,918. Over the 30 year lease term, rent collected by the County is approximately \$398,000. Rent proceeds will be

deposited in Nut Tree Airport Operating Budget Unit 9002 to support of the Airport operations and capital improvements.

Property taxes on the hangar improvements and the ground lease will be received by the County. Based on comparable hangars, property taxes are estimated at \$11,000 during the first year following completion of the project. The additional aircraft associated with the hangar will also generate personal property taxes and can be expected to purchase fuel from the Airport fuel operation.

#### **DISCUSSION:**

Development of the proposed hangar and improvements will be funded 100% by NACA. The project is estimated to cost \$360,000. The recommended ground lease is for a 30 year term to allow the lessee to finance project development costs. Commercial lending institutions are currently requiring a 37 year ground lease term to secure a 30 year loan. The recommended ground lease provides for an option to extend the lease for 10 years and to review the lease rental rate paid to the County.

The proposed hangar will be 8,045 square feet and include hangar doors on two sides. The building will be light stone/tan in color comparable with adjoining and nearby hangars. Construction will also include improvement of a taxiway for access to the hangar. Upon future development of the Phase 1 Aeronautical Area, the taxiway will be extended to serve future hangars. The proposed hangar will involve utility improvements including water, sanitary sewer, storm drainage and electrical power. Existing utilities are located adjacent to the hangar site. NACA is currently in the design and permitting phase on the hangar project and is planning to construct the project commencing late summer 2018.

The proposed hangar will be developed within an aeronautical development area that is identified by the Nut Tree Airport Master Plan and Airport Business Plan. The project is consistent with implementing actions of the Airport Business Plan aimed at further development of the Airport and generation of revenue to support airport operation and investment.

#### **ALTERNATIVES:**

1. The Board could choose not to approve the ground lease agreement. This action is not recommended as the requested lease agreement will enable further hangar development and added revenue for the Airport. The project is also time sensitive with respect to favorable weather conditions during the 2018 construction season.
2. The Board could elect to not delegate signing authority to staff. This action is not recommended since delegated authority will enable efficient execution of the ground lease agreement.

#### **OTHER AGENCY INVOLVEMENT:**

County Counsel has approved the ground lease contract as to form.

#### **CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**

## COUNTY OF SOLANO GROUND LEASE AGREEMENT

This Ground Lease Agreement ("Agreement") is entered into on \_\_\_\_\_ (the "Effective Date") between the County of Solano, a political subdivision of the State of California (the "County") and NACA 130, LLC, for the use of a portion of real property located the Nut Tree Airport, Vacaville, CA.

### Recitals

- A. County owns the Nut Tree Airport (Airport) which includes the real property identified as Assessor's Parcel Number 0129-240-020.
- B. Lessee desires to lease property (the "Property") from County for aircraft hangar development and aeronautical use, all pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the undersigned parties agree as follows:

- 1) PROPERTY. Lessee leases from the County the Property which is 8,045 square feet, as described and identified in **Exhibit A** (Property Description and Plat Map) and incorporated into this Agreement.
- 2) TERM. The term of this Agreement (the "Term") shall be 30 years and shall commence upon issuance of a Temporary Certificate of Occupancy by County of Lessee's improvements, but in no event later than January 1, 2019 (the "Commencement Date") and terminate on December 31, 2048 (the "Expiration Date"). Lessee shall execute and provide to County an "Acknowledgement of Completion of Construction" ("Acknowledgement"), which will signify the commencement of the Term if prior to January 1, 2019.

Upon 120 days written notice to County prior to termination of this Agreement, Lessee has the option to extend this Agreement for one additional 10 year term ending December 31, 2058, subject to all terms and conditions of this Agreement. Prior to extension of this Agreement by County, County and Lessee shall reevaluate the market ground lease rental rate. Under no circumstance shall the lease rental rate be decreased. Other comparable hangars located on the Nut Tree Airport and their associated ground lease rental rates shall be used as a basis for determining if an increase in the ground lease rental rate covered by this Agreement is warranted. Any increase in the ground lease rental rate shall not exceed two percent (2%) over the current rental rate required by this Agreement for the Property.

- 3) AGREEMENT NOT TRANSFERABLE. This Agreement is personal to Lessee only and is not transferable in any manner whatsoever without prior written consent by County. Transfer of this Agreement or the rights granted by this Agreement shall be void and of no force without the express written consent of County, which consent shall not be unreasonably withheld. Lessee shall not sublease, let or sublet all or any part of the Property nor assign this Agreement or any of its interest without the prior written consent of County.

- 4) PROPERTY USE.

- A. Lessee shall use the Property for aeronautical purposes only. Use of the Property shall be for aircraft storage, maintenance, repair and restoration, and other aeronautical activities to include aircraft display.

- B. Lessee understands and agrees that any rights granted pursuant to this Agreement are subordinate to the County's grant assurance obligations to the FAA now in effect, or promulgated in the future, and that all rights of Lessee to develop and use the Property granted pursuant to this Agreement, are subordinate to all FAA Grant Assurances and Obligations.
- C. Lessee agrees to comply with rules, regulations, and other requirements of the FAA or any successor federal regulatory agency; and Airport rules and regulations adopted by the County, the State of California, and the FAA, applicable to all users of the Airport.
- D. Lessee understands that the Property is located near, and in close proximity to, the Nut Tree Airport's Self-Serve Fuel Island (Fuel Island); and that aircraft frequently taxi to and from the Fuel Island, and use the area surrounding the Fuel Island, on a daily and regular basis; and that propeller blasts and propeller wash frequently occurs blowing dirt and dust well beyond the Fuel Island and the area surrounding the Fuel Island; and that dirt and dust from the propeller blast and wash will occur towards, and will likely reach, the Property and Lessees hangar and the aircraft apron located in front of the Lessee's hangar; and Lessee assumes all risk associated with the location of Property.

5) RENT PAYMENTS.

- A. Lessee shall pay the County as consideration for its use of the Property, the sum of \$8,367 per year (\$1.04 Per Square Foot Per Year) (the "Rent"), with the first payment due on or before the Commencement Date of this Agreement. Lessee agrees to pay all Rent due to County during the Term, without any offset or deduction whatsoever, for the nonpayment of which County shall be entitled to exercise all such rights and remedies as are provided for in the case of the nonpayment of Rent. Lessee agrees to pay such Rent to County at the following address, or such other address as the County may from time to time designate:

County of Solano  
Nut Tree Airport  
301 County Airport Road, Suite 205  
Vacaville CA 95688  
Attention: Airport Manager

- B. Rent payments shall be due and payable annually in advance, on the first day of the month that corresponds with the Commencement Date. In addition to the rent, Lessee shall pay County if, and when due, any sales, use or other taxes or assessments, including possessory interest taxes, which may be assessed or due by reason of this Agreement or Lessee's use of the Property.
- C. Commencing with the 2nd annual Rent payment following the Commencement Date, and annually thereafter, the annual Rent payment shall be increased by three percent (3%) of the Rent in effect for the previous year.

- 6) DELINQUENT RENT. Lessee acknowledges that County incurs collection and administrative costs associated with pursuing delinquent Rent payments. County and Lessee agree that if payment of the Rent for any year is not post-marked or hand-delivered by the County by 5:00 p.m. on the fifteenth (15th) day of the month due, Lessee shall pay a late charge equal to five percent (5%) of such overdue amount, which shall be due and payable at the time the Rent is paid. If the late charge is not paid in a timely fashion, the amount owed will be added to the succeeding year's Rent. Acceptance of such late charge by County shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent County from exercising any of the other rights and remedies granted hereunder.

7) UTILITIES. Lessee shall be responsible for and shall pay for all charges for utility services furnished to the Property during the Term, and shall arrange for such services directly with the furnishing utility agency. Lessee is responsible for all utility connections, improvements, repairs or services provided to the Property in all respects. County is under no obligation to provide new, or extend existing, utility lines for services to the Property nor to undertake or bear any expense for any improvements to the Property. Lessee shall have the right to run utilities to the Property in order to service the Property provided that in doing so, Lessee shall not interfere with County's, or other permitted parties' uses of adjacent properties.

8) CONDITION OF PROPERTY. Lessee acknowledges and agrees that Lessee is accepting the Property in an "AS-IS" condition and that the County has not agreed to undertake or provide any improvements to the Property for the Lessee.

9) TIMELY INSTALLATION AND OPERATION.

A. Construction of Property improvements shall commence no later than January 1, 2019. All Property improvements, including site improvements and hangar construction, shall be completed in final form by September 1, 2019. Failure to commence or complete Property improvements by the dates required by this section shall constitute Default of this Agreement subject to section 29 of this Agreement.

B. All of the improvements to be installed on the Property shall be installed at Lessee's sole cost and expense and in good and workmanlike manner by a licensed contractor and in accordance with building, fire, health and safety codes; and appropriate electrical, mechanical and structural plans and specifications to be reviewed by County, and in accordance with all FAA construction standards and specifications. Improvements to the Property shall be consistent with the Hangar Site Plan and Building Architectural Elevations identified in **Exhibit B**.

10) MAINTENANCE.

A. Lessee is obligated to maintain the Property and the improvements on the Property, including, but not limited to, buildings, fixtures and landscaping in a professional, clean and attractive condition at all times. Failure to do so after providing notice and reasonable opportunity to cure to Lessee as set forth in section 28 of this Agreement will result in Lessee being in default of this Agreement subject to termination by County subject to provisions of section 29 of this Agreement.

In the event of a public necessity that County performs maintenance or repairs, which this Agreement requires Lessee to perform but which Lessee fails to perform, following notice by County and reasonable opportunity for Lessee to cure as provided for by section 28 of this Agreement, Lessee shall reimburse the County within fifteen (15) days after receipt of an invoice from County for the cost of such maintenance or repair plus an amount equal to twenty (15%) of such costs in order to reimburse County for administration and overhead.

B. County agrees to assume the cost of and responsibility for maintenance and repair of taxiway improvements constructed by Lessee that are not located on the leased Property and that will serve as a common through taxiway to and from adjacent future hangar development areas. Responsibility by the County for repair and maintenance costs shall commence upon written acceptance by the County of the taxiway improvements following construction.

11) REPAIRS. With the exception of negligence by the County resulting in damage to the Property, the County shall not be responsible for or obligated to make any repairs to the Property during the Term of this Agreement. Lessee covenants and agrees, at its own cost and expense during the Term, to repair any damage to the Property caused by Lessee, its agents, or contractors and maintain the Property in good condition and repair.



12) ALTERATIONS. Lessee shall not make or permit any other person to make alterations to the Property outside of the scope of this Agreement without the prior written consent of County. Further, Lessee shall not make or permit any other person to make alterations to the Airport including the area adjacent to or in proximity to the Property and hangar building without the prior written consent of County.

13) FAILURE TO OBTAIN PERMITS. Lessee represents that Lessee has obtained or will apply for and obtain all of the necessary construction permits and/or governmental approvals for Lessee's development and improvement of the Property. Issuance of all required permits and governmental approvals is a precondition of this Agreement. Execution of this Agreement in no way constitutes approval by any County or City department with permitting authority over Lessee's activities. If Lessee has not, as yet, obtained such permits and/or approvals, Lessee will have the option to terminate this Agreement because of the denial by the appropriate government agency of any necessary construction permits and/or approvals. Such option must be exercised, if at all, by Lessee's delivery to County of written notice of such termination within five (5) days after Lessee's receipt of notice of denial. This Agreement shall terminate thirty (30) days after County receives written notice of Lessee's intent to terminate under this provision and neither County nor Lessee shall have any further rights, obligations, duties or liabilities to each other, except to the extent same accrued prior to the date of termination.

14) PERFORMANCE BOND. Lessee shall furnish to County a performance bond as described below prior to commencement of development and construction activities on the Property, and promptly after Lessee has complied with section 13 of this Agreement. The bond shall be issued by a surety company licensed to do business in the State of California, and be acceptable to the County in an amount not less than the amount of the construction cost for the development of the Property and shall remain in effect until the entire cost of Property development is paid in full and the new improvements have been insured as provided in this Agreement. The bond shall have the following provisions:

- A. That it is conditioned to secure the completion of the proposed construction, free from all liens and claims of contractors, Subcontractors, mechanics, laborers and materialmen for 36 months after commencement of construction.
- B. That the construction work shall be completed by Lessee, the general contractor or, on their default, the surety company.
- C. That in default of such completion of payment, such part of the amount of the bond as shall be required to complete the work shall be paid to County as liquidated and agreed damages for the nonperformance of Lessee's agreements, it being agreed that the exact amount of County's damages is difficult and impractical to ascertain.
- D. That the surety company will defend and indemnify County against all loss, cost, damage, expense and liability arising out of or connected with the work of improvement.

15) PROTECTION OF COUNTY AGAINST COST OR CLAIM. Lessee shall pay or cause to be paid the total cost and expense of any and all work of improvement on the Property, as that phrase is defined in the Mechanic's Lien Law in effect in the State of California when the work begins. Lessee shall not suffer or permit to be enforced against the Property any mechanic's, materialmen, contractor's or subcontractor's lien arising from any work of improvement however occurring. Lessee may post a bond against such lien and dispute the validity of the lien. Lessee will defend and indemnify County against all liability and loss of any type arising out of work performed on the Property together with reasonable attorney's fees and all costs and expenses incurred by County in negotiating, settling, defending or otherwise protecting against such claims.

16) ACCESS BY LESSEE. For the entire term of this Agreement, Lessee and its agents and contractors shall have access to the Property.

17) ACCESS BY COUNTY. Lessee agrees to accommodate access to the Property and hangar by the County and City of Vacaville officials with prior request of no less than 10 days for the purpose of periodic fire and safety code inspections and compliance with the terms and conditions of this Agreement.

18) OWNERSHIP AND REMOVAL OF IMPROVEMENTS AT TERMINATION.

A. REMOVAL OF IMPROVEMENTS BY LESSEE. Lessee may remove all fixtures and improvements from the Property at expiration of the Term. Removal of all fixtures and improvements shall be at the sole expense of Lessee. Lessee shall notify the County 180 days prior to expiration of the Term that Lessee will be removing all fixtures and improvements from the Property. Lessee shall remove any and all fixtures and improvements from the Property within 120 days following expiration of the Term.

B. LESSEE OFFER OF IMPROVEMENTS TO COUNTY. If Lessee desires not to remove the fixtures and improvements from the Property, Lessee may offer the fixtures and improvements to the County, without condition and at no cost to the County, for the County to own. Lessee shall notify the County 180 days prior to expiration of the Term that Lessee is offering the fixtures and improvements to the County. At the sole discretion of the County, the County may elect to accept or reject the offer subject to the following terms:

1. If County elects to accept the offer to own the fixtures and improvements, the improvements shall be free from all security interest(s) and claims granted to Lessee's lender(s), and be free and clear of all claims to or against Lessee's lenders by Lessee or any third person, and Lessee shall defend and indemnify County against all liability and loss arising from such claims. Notice by the County regarding the County acceptance of the offer will be provided to Lessee within 60 days prior to the expiration of the Term. If the County, at its sole discretion and as owner of the fixtures and improvements, elects to lease the fixtures and improvements, the Lessee will have a Right of First Refusal to lease from the County the fixtures and improvements under terms and conditions acceptable to the County; or
2. If County elects to reject the offer to own the fixtures and improvements, the Lessee shall remove any and all fixtures and improvements from the Property within 120 days following expiration of the Term. Notice by the County regarding County rejection of the offer will be provided to Lessee within 60 days prior to the expiration of the Term. Within 30 days after such notice, Lessee shall deposit with County as depository, as security for compliance with the notice, a performance bond in the amount of the highest of three estimates of the cost of removing any and all fixtures and improvements given by licensed demolition contractors.

C. CONDITION OF PROPERTY UPON REMOVAL OF IMPROVEMENTS. The duty of the Lessee imposed by this section includes, but is not limited to, the duty of Lessee to demolish and remove all buildings and foundations and footings, all base and subgrade material, fill all excavations with native soil, disconnect, terminate and mark all utilities at grade, and return the Property and surface to grade with native grass, and leave the Property safe and free of all debris and hazards.

19) NONENCUMBRANCE OF FEE INTEREST.

- A. No encumbrance, whether deed of trust, mortgage or other instrument incurred by Lessee shall, nor shall Lessee have the power to, incur an encumbrance that will constitute in any way a lien or encumbrance on the fee of the Property or any interest of County in the Property.
- B. Encumbrances of the leasehold estate shall not merge with the fee estate in the Property merely because both estates have been acquired or become vested in the same person or entity.
- C. The mortgage and all rights acquired under it shall be subject to each and all of the covenants, restrictions and conditions of this Agreement and to all rights and interests of County except as otherwise provided in this Agreement.
- D. Lessee shall give County prior written notice of any such mortgage and shall accompany the notice with a true copy of the note and mortgage. The mortgage document shall contain provisions that all notices of default under the note and mortgage must be sent to County and Lessee, and that County shall have the right to cure any default of Lessee if Lessee fails to do so.

20) INDEMNIFICATION. Lessee indemnifies, agrees to defend and hold harmless County, its employees, agents and officers from and against any liability, damages, injuries, or claims for damages by reason of injury to any person or persons, including Lessee, or property of any kind whatsoever and to whomsoever belonging, including Lessee, arising from the operations and/or use of the Property, by Lessee, its agents, customers, business invitees and/or any persons acting on Lessee's behalf, except for those damages arising out of the negligence or willful misconduct of the County. Lessee shall defend, indemnify and save harmless County and all officers and employees, thereof, from all liability, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to Property arising from or relating to Lessee's use of the Property. County shall indemnify Lessee from and against any liability for personal injury or property damage arising out of the negligence or willful misconduct of the County in connection with the Property.

County shall not be held responsible or liable for any subsurface soil conditions existing at, on, or under the Property on the effective date of this Agreement, except to the extent arising out of the willful misconduct or negligence of County, its officers, agents, or employees. Notwithstanding anything to the contrary contained in this Agreement, County and Lessee acknowledge that as a material inducement for County entering into this Agreement, County shall not be liable under any circumstances for punitive damages or consequential damages (including, without limitation, lost profits or customer losses of Lessee).

21) DAMAGE TO PROPERTY OR PERSON. County will not be liable for the following: (i) any loss or damage to property of Lessee, including the improvements, or of others located in or on the Property, by theft or otherwise, (ii) any injury or damage to persons or property within the Property resulting from fire, explosion, falling sheetrock, gas, electricity, water, rain, snow or leaks from any part of the Property, or from the pipes, appliances or plumbing works, street or subsurface, or from any other place or by dampness or by any other cause of whatsoever nature, (iii) any injury or damage caused by other Lessees or any person(s) in the Property, or by occupants of property adjacent to the Property or common areas, or by the public, or by the construction of any private, public or quasi-public work, or (iv) any latent defect in construction of the Property.

22) INSURANCE. Lessee shall, at its sole cost and expense, procure and maintain during the entire term of this Agreement public liability and property damage insurance in accordance with the requirements of Exhibit C, which is attached and incorporated into this Agreement. Proof of insurance shall be submitted to County prior to the Commence Date of the Term of this Agreement.

23) HAZARD AND HAZARDOUS MATERIALS. Hazardous materials are those substances listed in the Comprehensive Environmental Response, Compensation and Liability Act, 42, U.S.C. Section 9601, et seq. ("CERCLA") and the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et. seq., or those which meet the toxicity, reactivity, corrosivity or flammability criteria of the above regulations, as well as any other substance which poses a hazard to human health or to the environment.

Except as otherwise permitted in this Agreement, Lessee shall not use, create, store or allow any such substances on the Property provided, however, that Lessee may use within the Property lead-acid batteries for emergency back-up power and small quantities of cleaning solvents, provided that such materials are used, transported, maintained and disposed of in full compliance with applicable environmental laws and regulation, and that no hazardous materials are released in or about the Property. In no case shall Lessee cause or allow the deposit or disposal of any such substance on the Property. Household products necessary for routine cleaning and maintenance of the Property may be kept on the Property in reasonable quantities for current needs.

Lessee agrees not to use or permit the use of the Property for any other purpose, or for any purpose which is illegal, dangerous to life, limb or property, or which, in County's reasonable opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Property. In particular, no semiconductors or other electronic equipment containing polychlorinated biphenyls (PCB's) or other environmentally hazardous materials will either be used or stored in or around the Property, and no such materials will be used in any of the equipment operated by Lessee on the Property.

24) POSSESSORY INTEREST. Lessee understands and acknowledges that its interest may be subject to a possessory interest tax or property tax that may be levied on Lessee by the County of Solano pursuant to Section 107 of the Revenue & Taxation Code, Section 33673 of the Health and Safety Code, or other provision of state or local law. Lessee agrees to pay any such tax directly to the County Tax Collector which is billed separately and directly to Lessee.

25) NOTICES. All notices required by this Agreement shall be in writing and given to the party as follows:

Lessee: NACA 130, LLC  
5 Corwin Drive  
Alamo, CA 94507  
Attention: Steven Couthes

County: County of Solano  
Nut Tree Airport  
301 County Airport Road, Suite 205  
Vacaville CA 95688  
Attention: Airport Manager

Any notice or demand required to be given shall be made by certified or registered mail, return receipt requested, or reliable overnight courier. County or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

26) SEVERABILITY/WAIVER. If any provision of this Agreement shall be determined to be invalid by any court of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect. Waiver by either party of any of its rights under this Agreement must be in writing and shall not constitute a waiver of any other rights such party may have.

27) AMENDMENT. The terms of this Agreement may be amended only in a writing signed by County and Lessee.

28) DEFAULT. The occurrence of any of the following will constitute a default under this Agreement t by Lessee:

- A. Any failure by Lessee to pay, within thirty (30) days, following notice of nonpayment, Rent or to make any other payment required under this Agreement.
- B. Any failure by Lessee to observe and perform any other provision of this Agreement to be observed and performed by Lessee, where such failure continues for thirty (30) days after written notice by County to Lessee; provided, however, that if such default cannot be cured within thirty (30) days, Lessee shall not be deemed to be in default if Lessee commences to perform the cure and diligently pursues it to completion..

29) TERMINATION OF AGREEMENT. In the event of default by Lessee, County shall have the right immediately to terminate this Agreement and all rights of Lessee hereunder by giving written notice of no less than thirty (30) days to Lessee of such election by County. No act by County other than giving written notice to Lessee shall terminate this Agreement. This Agreement may be terminated by Lessee without further liability on thirty (30) days prior written notice as follows: (i) upon a default of any covenant, condition, or term hereof by County, which default is not cured within sixty (60) days of receipt of written notice of default; (ii) by Lessee prior to the Commencement Date for any reason and for no reason, provided Lessee delivers written notice of termination to County prior to the Commencement Date.

30) SUCCESSORS APPLICABLE LAW. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties. The laws of the State of California shall govern this Agreement.

31) DAMAGE. If the Property or improvements are damaged, destroyed or condemned, Lessee may elect to terminate this Agreement as of the date of the damage, destruction or condemnation by giving notice to County no more than forty-five (45) days following the date of such damage, destruction or condemnation. If Lessee chooses not to terminate this Agreement, the Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Property.

32) RECORDATION. Lessee agrees not to record this Agreement or any memorandum thereof unless required by governmental action or franchise agreement.

33) FORCE MAJEURE. Whenever a period of time is prescribed for the taking of any action by either party, that party shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of said party.

34) TIME OF PERFORMANCE. Except as expressly otherwise provided, with respect to all required acts of Lessee, time is of the essence of this Agreement. Lessee agrees to complete and finalize all hangar construction and improvements to the Property no later than July 1, 2018. Failure to complete and finalize all hangar construction and improvements shall constitute a default under this Agreement by Lessee subject to Section 28 of this Agreement.

35) TRANSFERS BY COUNTY. County shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Property referred to in this Agreement, and in such

event and upon such transfer, County shall be released from any further obligations hereunder, and Lessee agrees to look solely to such successor in interest of County for the performance of such obligations.

36) COMMISSIONS. Lessee indemnifies and holds County harmless against any loss, claim, expense or liability with respect to any commissions or brokerage fees claimed on account of the execution and/or renewal of this Agreement.

37) ENTIRE AGREEMENT. This Agreement embodies the entire agreement between County and Lessee with relation to the contemplated transaction, and there have been and are no covenants, agreements, representations, warranties, or restrictions between County and Lessee with regard to this Agreement other than those specifically set forth in this Agreement.

38) COMMENCEMENT OF OPERATIONS. The commencement of operations on the Property by Lessee shall constitute the acknowledgment and agreement of Lessee that Lessee is fully familiar with the physical condition of the Property, and that Lessee has accepted the same in good order and condition, and that the Property complies in all respects with the requirements of this Agreement and is suitable for the purposes for which the Property is leased. In that regard, County disclaims, and Lessee waives, any express or implied warranty of suitability with respect to the Property and any express or implied warranty of fitness for a particular purpose.

39) NO PARTNERSHIP. Nothing in this Agreement shall be construed to create a partnership or joint venture between County and Lessee or any other relationship other than as County and Lessee; nor shall Lessee in any manner act or indicate to any third party that it is acting as agent of County.

40) CALENDAR DAYS. All time periods and days referred to in this Agreement shall mean calendar days and not business days, unless specifically written as business days.

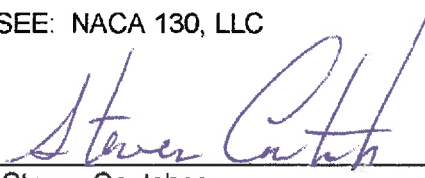
41) TITLE AND AUTHORITY. County and Lessee each warrant to the other that it has full right, power and authority to execute this Agreement. County further warrants that it has no knowledge that this Agreement will violate any existing covenant, condition or agreement affecting the Property.

The parties, as duly authorized to do so, have executed this Agreement as of the date first written above.

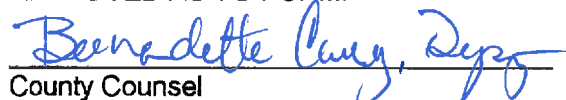
COUNTY: County of Solano, a political  
subdivision of the State of California

LESSEE: NACA 130, LLC

BY: \_\_\_\_\_  
Birgitta E. Corsello  
County Administrator

BY:  \_\_\_\_\_  
Steven Couthes

APPROVED AS TO FORM:

  
County Counsel

**EXHIBIT A**  
**Property Description and Plat Map**

**LEGAL DESCRIPTION  
LEASE AREA  
NUT TREE AIRPORT**

All that real property situated in the City of Vacaville, County of Solano, State of California, described as follows:

Being that portion of the Nut Tree Airport described as follows:

**Beginning** at a point being distant North 07°14'00" West, 314.42 feet from a point on the northerly line of the map entitled "Record of Survey of the Nut Tree", filed in Book 25 of Surveys, Page 41, Solano County Records, said point being the southwesterly terminus of that bearing and course designated as "North 45°41'07" East 626.88"; thence from said **Point of Beginning**, the following four (4) courses and distances:

1. North 56°26'03" West, 80.25 feet;
2. North 33°42'21" East, 100.25 feet;
3. South 56°26'03" East, 80.25 feet to a point being South 84°22'43" West, 434.63 feet from the northeasterly terminus of aforementioned course designated as "North 45°41'07" East 626.88";
4. South 33°42'21" West, 100.25 feet to the **Point of Beginning**.


This description was prepared from record data. The basis of bearings for this description is the map filed in Solano County Records on January 15, 1997 at Book 22 of Surveys, Page 10.

Containing 8045 Square Feet, more or less.

*See plat to accompany description, attached hereto and made a part hereof.*

End of description.

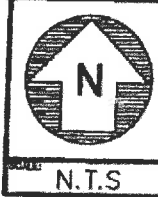
This Legal Description was prepared by or under the direction of:

  
Thomas A. Phillippi, RCE 32067      7.18.18      Date:

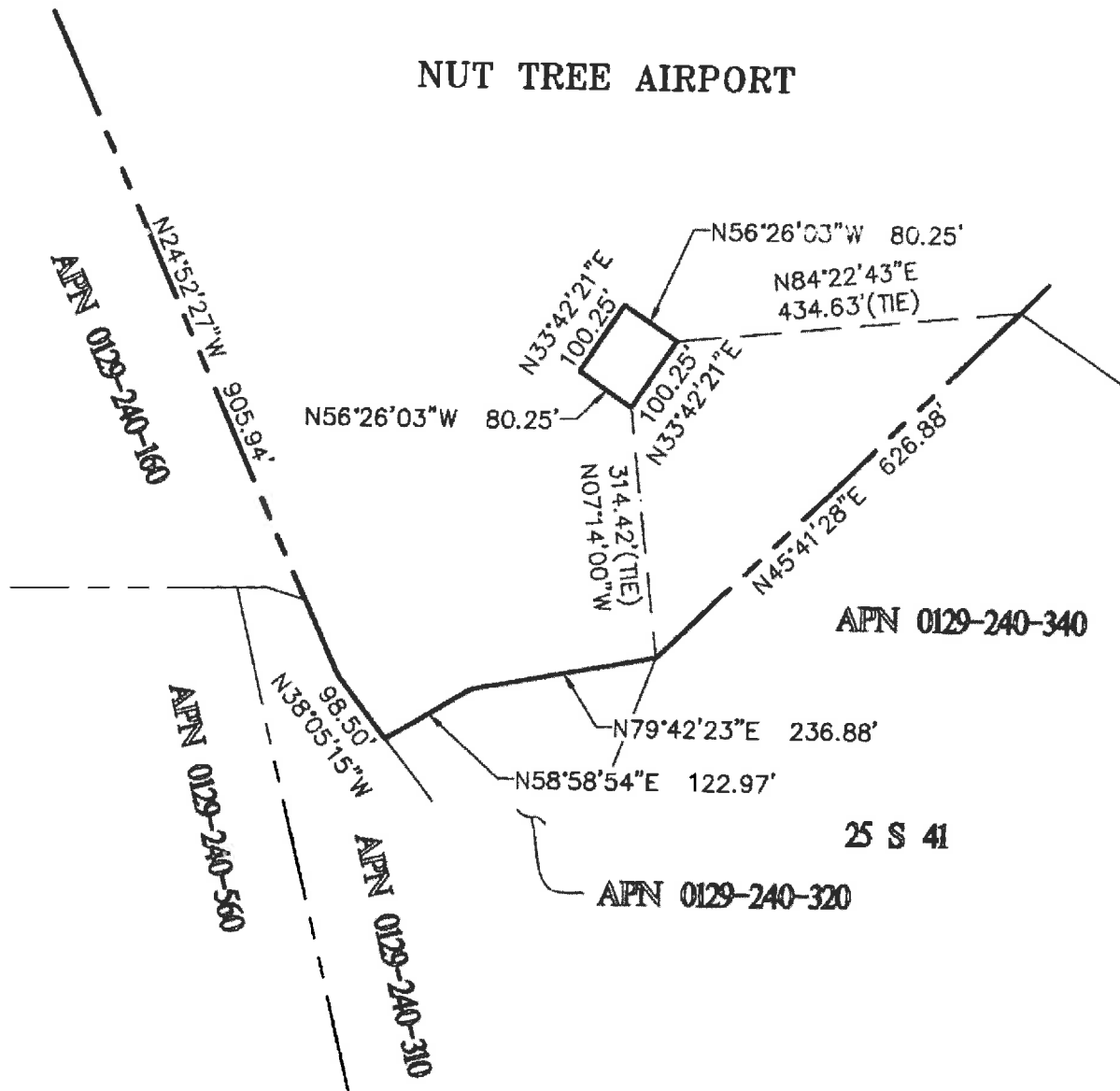




**EXHIBIT A-1**  
LEASE AREA  
8045± SQ.FT. TOTAL



**NUT TREE AIRPORT**



PROJECT NAME/LOCATION:

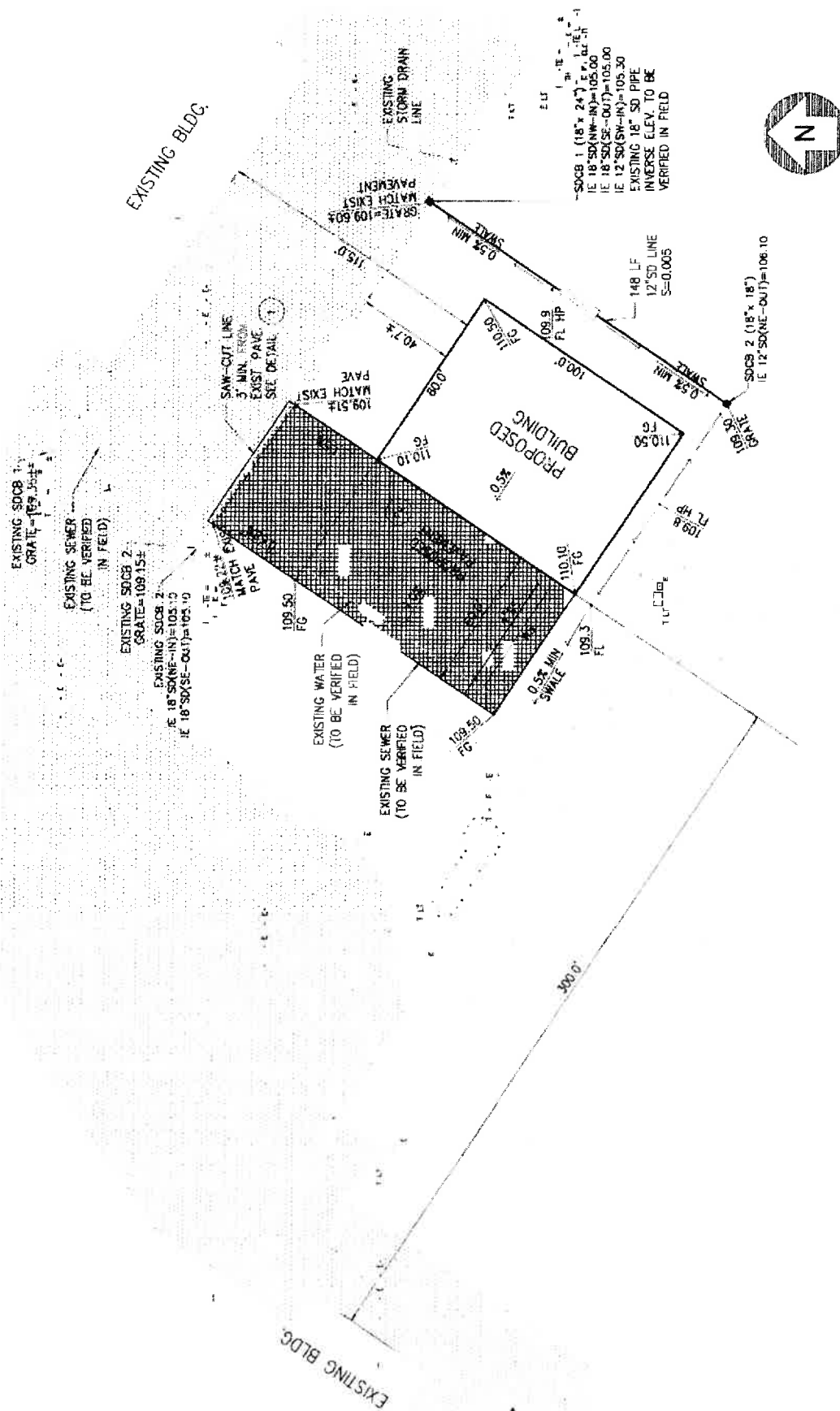
**NUT TREE AIRPORT**  
LEASE AREA

DRAFTED BY: GJM  
CHECKED BY: SWT  
PROJECT NO.: 20180210  
DWG NAME: 20180210 Lease  
ISSUE DATE: 07/18/18

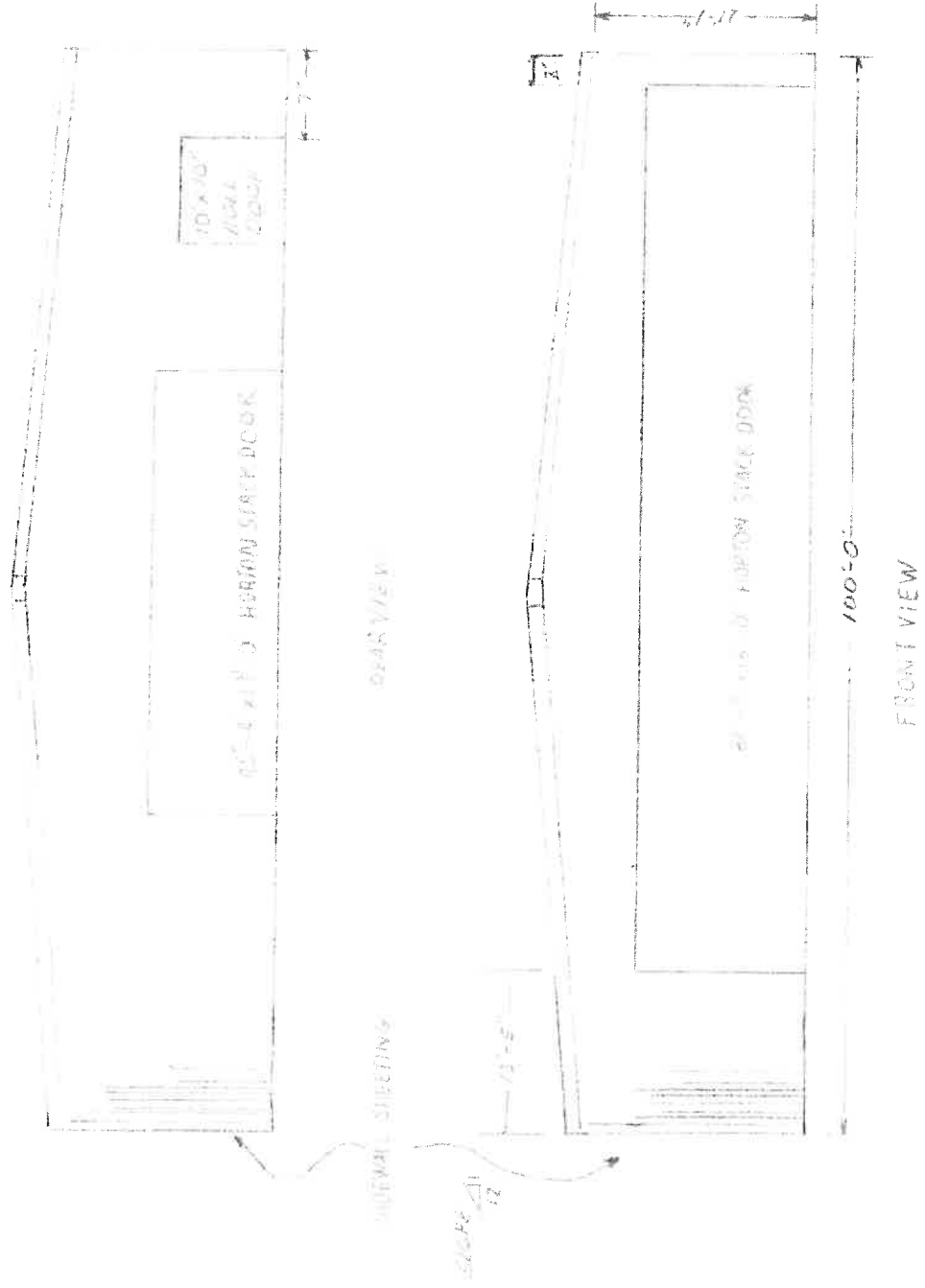


**PHILLIPPI ENGINEERING**  
CML ENGINEERING - LAND SURVEYING  
425 MERCHANT STREET VACAVILLE, CA 95688  
P.O. BOX 6666 VACAVILLE, CA 95696  
OFFICE (707) 451-6558 FAX (707) 451-6556

**EXHIBIT B**  
**Hangar Site Plan and Building Architectural Elevations**

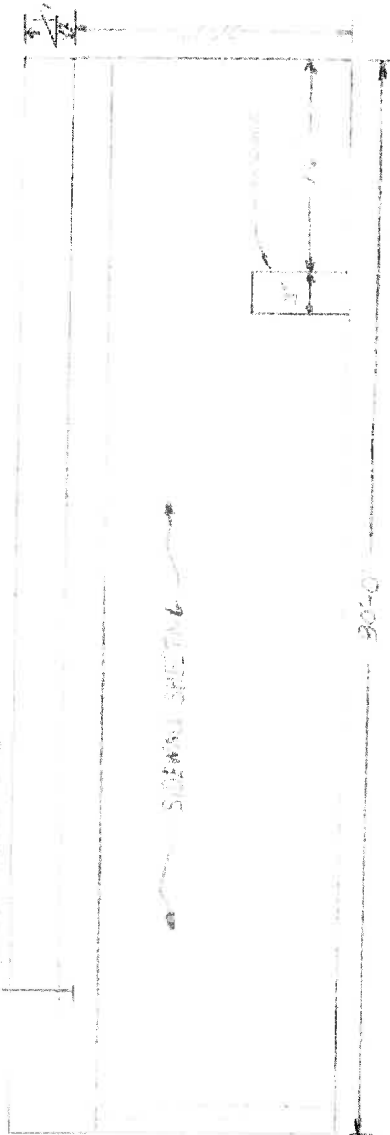


4-20-33



SHAW COY. INC.  
7100 81ST AVE.  
N.W. 30.445 - 40.015  
HANGER

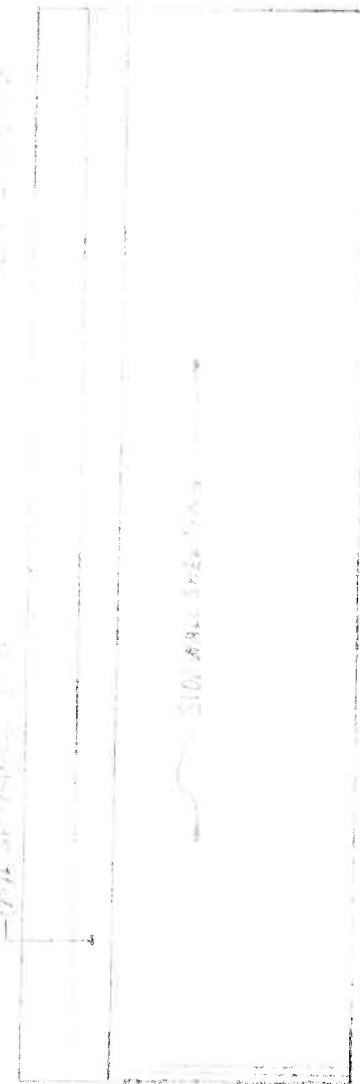
STATION COURTES



SIDEWALK LEFT (EAST)

STATION COURTES

7/10/18



SIDEWALL RIGHT (WEST)

STATION COURTES

7/10/18

NACA 130 LK - PROTECT

HANIGAR



NACA 130, LLC  
HANGAR

# R & M STEEL COMPANY

P.O. Box 580 • Caldwell, ID 83606  
208-454-1800      [www.rmsteel.com](http://www.rmsteel.com)

## Color Availability Chart

WHITE		
	GRAY	DARK BLUE
→ PACIFIC WHITE (EXT. ROOF)		
	BROWN	SAGE GREEN
IVORY		
	COPPER	KELLY GREEN
→ LIGHT STONE (EXT. WALLS)		
	RED	HUNTER GREEN
		
SANDSTONE BEIGE	LIGHT BLUE	COPPER PENNY
		
SAND GOLD		

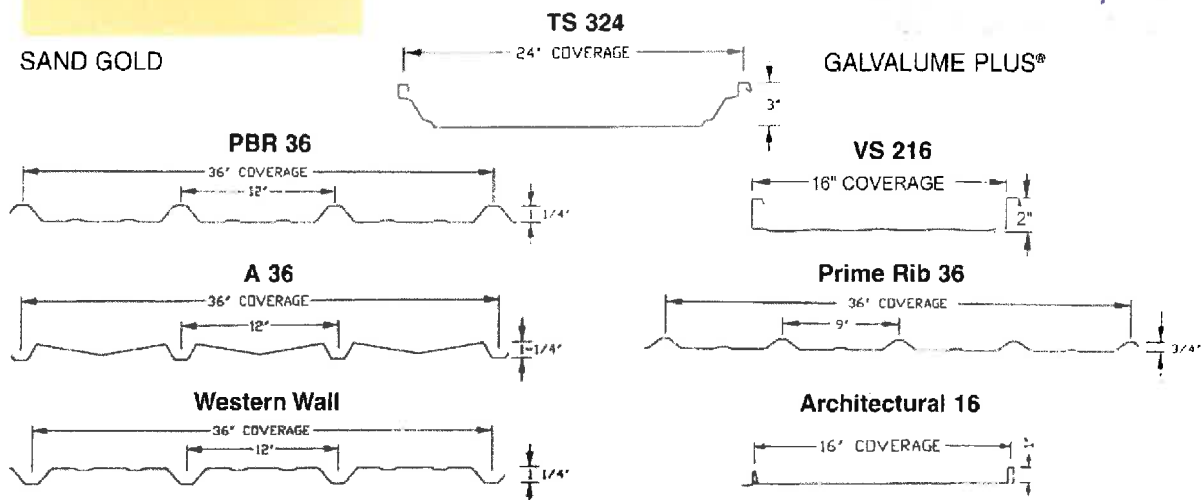


ILLUSTRATION OF HANGAR DOORS (ONLY)



**EXHIBIT C**  
**Insurance Requirements**

- 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:<br>(Including operations, products and completed operations.) | <b>\$5,000,000</b>                      | per occurrence for bodily injury, personal injury and property damage. 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:  | <b>\$5,000,000</b>                      | per accident for bodily injury and property damage with an MCS-90 endorsement  |
| (3) Workers' Compensation:   | As required by the State of California. |  |
| (4) Pollution Legal Liability:   | <b>\$5,000,000</b>                      | per occurrence covering claims for on-site, under-site or off-site bodily injury and property damage as a result of pollution conditions arising out of its operations.  |



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

E. At the option of the County, Contractor shall provide a financial guarantee reasonably satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions

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

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy. Automobile coverage shall include an MCS90 Endorsement and ISO Form CA 99 48 03 06 – Pollution Liability- Broadened Coverage for Covered Autos.

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

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

G. 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.

H. 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.

I. Verification of Coverage

- (1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.
- (2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.
- (3) County must receive and approve all certificates and endorsements before work commences.
- (4) However, failure to do so shall not operate as a waiver of these insurance requirements.
- (5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**NACA 130, LLC Hangar Site Location**

County Hangar - A

Private Hangar

Proposed Taxiway

Proposed Hangar (100'Wx80'D)

Existing Private Hangars

County Airport Road





PROJECT LOCATION

COUNTY AIRPORT ROAD

LOWE'S

E MONTE VISTA AVE

505

**APPLICANT**

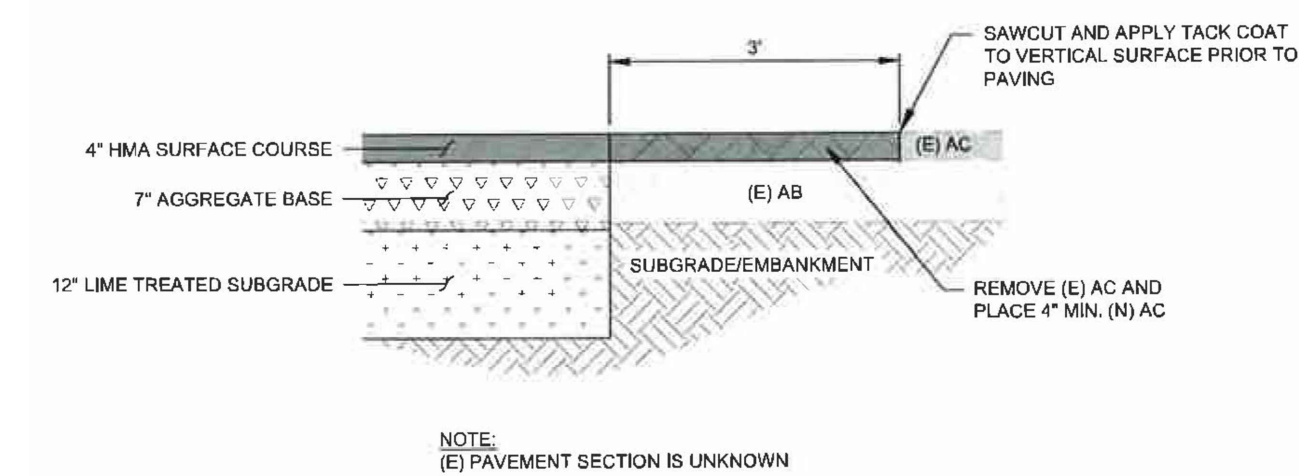
STEVEN COUTCHES  
5 CORWIN DRIVE  
ALAMO, CA 94506  
EMAIL: SCOUTCHES@SBCGLOBAL.NET

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**CIVIL ENGINEER**

PHILLIPPI ENGINEERING, INC.  
425 MERCHANT STREET, SUITE 200  
VACAVILLE, CALIFORNIA 95688  
PHONE (707) 451-6556  
FAX: (707) 451-6555

PROPOSED	EXISTING	
		SANITARY SEWER CLEANOUT
		CURB GUTTER AND SIDEWALK
		STORM DRAIN CATCH BASIN (SDCB)
		PUBLIC STREET LIGHT
		PRIVATE STREET LIGHT
		FINISH GRADE ELEV.
		FIRE HYDRANT AND VALVE ASSEMBLY
		SANITARY SEWER PIPE AND MANHOLE, SIZE AND SLOPE DIRECTION
		STORM DRAIN PIPE AND MANHOLE, SIZE AND SLOPE DIRECTION
		TRAFFIC SIGN AS NOTED
		WATER MAIN PIPE, SIZE AND VALVE



② PAVEMENT SECTION  
N.T.S.

**PEI** **PHILLIPPI ENGINEERING**  
 CIVIL ENGINEERING - LAND SURVEYING  
 425 MERCHANT STREET  
 VACAVILLE, CA 95688  
 OFFICE (707) 451-8556 FAX (707) 451-8555

PROJECT NAME & LOCATION: <b>PROPOSED HANGAR BUILDING AT NUT TREE AIRPORT</b>		CA	
DRAWING TITLE: <b>IMPROVEMENT PLAN</b>			
REVISIONS:			
NO.	DESCRIPTION	DATE	
DRAWING FILE:			
20180210TM			
ISSUE DATE: 07-11-2018		SHEET NO.: <b>1</b>	
PROJECT NO.: 20180210		OF 1	





# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	7	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Contract	<b>Department:</b>	General Services
<b>File #:</b>	18-621	<b>Contact:</b>	Dave Daly, 469-4600
<b>Agenda date:</b>	09/11/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve an agreement with Swank Construction, Inc. of Vacaville for \$2,458,306 to construct the Solano County Nut Tree Airport T-Hangar Project; Approve an Appropriation Transfer Request (ATR) for \$915,386 for the T-Hangar Project to be funded by project financing with CALTRANS for \$578,036 and repurposed General Fund loan for \$337,350 (4/5 vote required); and Authorize the County Administrator, or designee, to execute the agreement and any amendments within the approved project budget		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 4		
<b>Attachments:</b>	A - Swank Contract, B - Summary of Project Cost and Revenue Source, C - Project Financial Pro-Forma, D - Project Location and Site Plan, E - Bid Results		

Date:	Ver.	Action By:	Action:	Result:
Published Notice Required?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Public Hearing Required?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

### DEPARTMENTAL RECOMMENDATION:

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

1. Approve an agreement with Swank Construction, Inc. of Vacaville for \$2,458,306 to construct the Solano County Nut Tree Airport T-Hangar Project (Project);
2. Approve an Appropriation Transfer Request (ATR) for \$915,386 for the T-Hangar Project to be funded by project financing with CALTRANS for \$578,036 and repurposed General Fund loan for \$337,350 (4/5 vote required); and
3. Authorize the County Administrator, or designee, to execute the agreement and any amendments within the approved project budget.

### SUMMARY:

The Department of General Services is recommending the Board approve an agreement (Attachment A) for \$2,458,306 with Swank Construction, Inc. as the lowest responsible bidder for the Solano County Nut Tree Airport T-Hangar Project (Project) located at 301 County Airport Road in Vacaville.

The Project includes 26 hangars, new taxiways, utilities and other site development improvements. The Project represents economic development investment by the County as reflected in the Nut Tree Airport Business Plan and will become an additional County hangar rental property for the Airport. The Airport's current hangar waiting list includes 40 people and the County has received deposits on all 26 of the T-Hangars

for rental upon completion of the Project

### **FINANCIAL IMPACT:**

The total estimated T- Hangar Project, including purchase and construction of the hangar buildings based on actual bids, construction contingency, and engineering construction management and inspection services, is \$3,428,301. This total includes the recommended Project construction contract with Swank Construction, Inc. for \$2,458,306.

The current approved total Project budget since inception is only \$2,512,915 (Airport Budget Unit 9019) based on previous project cost estimates. As a result, staff is requesting an additional appropriation for FY2018/19 of \$915,386 to bring the total approved project budget to \$3,428,301. The additional appropriation of \$915,386 will be funded by a Caltrans loan for \$578,036 and \$337,350 in increased utilization of the Board authorized General Fund Loan proceeds designated to be used for new County T-Hangars. Attachment B provides a Summary of Estimated Project Cost and Estimated Revenue Sources.

In FY2017/18 the Board repurposed General Fund loan proceeds received resulting from the sale of property to Icon Aircraft, making those funds available to the Airport in the form of a General Fund Loan to complete economic development to develop new T-Hangars, complete Airport office remodel projects, accommodate demand for space and airport growth, and to generate additional long-term revenue toward repayment of the General Fund loan.

A financial pro-forma to retire the debt over a 25 year term on the Project, including the office remodel project, is provided in Attachment C which also illustrates revenue generation and loan amortization. Following completion of the Project (February 2019), and the office remodel project (estimated for May 2019), airport rental revenue will increase.

Rental rates at the Airport increase annually. For example, revenue from current County rental properties will increase by \$16,057 in FY2019/20. Additionally, as a result of other new rentals (not including the new T-Hangar Project and office remodel project) rental revenue will increase by \$18,796 for a total rental revenue increase of \$34,853 starting in FY2019/20. During the first several years following completion of the new T-Hangars and office remodel projects, the Airport operating budget will supplement the debt service on the new projects until rental revenues from the projects sufficiently increase at 3% annually. Current and future airport operating revenue, including overall Airport rental rate increases, is sufficient to supply the necessary funds to supplement the Project financing. The amount of financial supplement from the Airport during the first year following completion of the projects will be \$45,372 decreasing annually by approximately \$6,000. In the long-term, a positive, annually increasing, revenue stream can be expected to result from the projects. Attachment C reflects projected and long-term revenue in relationship to project financing and the annual supplement necessary from the airport in the short-term. Attachment C also identifies the projected long-term net gain for the Airport as a result of the projects.

### **DISCUSSION:**

The Project is located on a 2-Acre site involving 26 new T-Hangar units contained within two buildings of 15,750 square feet (14 units) and 13,650 square feet (12 units). The project buildings will be a light-stone/tan color consistent with existing County hangars located near and adjacent to the Project site. See Attachment D for the Project site plan. Project improvements will include taxiway and utility improvements, a public restroom, and Wi-Fi service for hangar tenants. The T-Hangar buildings will also be equipped with fire alarm and sprinkler systems. The Project will also accommodate the relocation of current hangar tenants from an aged and dilapidated County T-Hangar building that will be demolished in the future once vacated.

The Nut Tree Airport Master Plan provides for the development of additional aircraft hangars. The Airport Business Plan is an airport economic development plan and also identifies hangar and aeronautical development to generate airport revenue. The project can be expected to generate additional long-term

revenue for airport operations, facility maintenance and improvements, and help to supply local matching funds for future federal and state grants.

The Project was advertised as required by Public Contract Code. Two bid solicitations were conducted in the open market place for the Project during June/July 2018 and July/August 2018. Due to high bids during the first solicitation all bids were rejected and the Project design was modified to reduce costs and the Project was rebid. A total of four bids were received as a result of the second bid solicitation (Attachment E) with Swank Construction, Inc. as the lowest responsible bidder. Components of the Project that are no longer necessary were eliminated from the Project following the bid solicitation process including concrete valley gutters and interior wall improvements. As a result, the Project's financial burden was also reduced improving Project feasibility and long-term revenue projections. The recommended contract is based on the redefined project scope.

As a result of a strong construction market, the bids received on the Project were higher than expected. Project financing is being adjusted resulting in the need for additional appropriation for Airport Budget Unit 9019. The Department of General Services is recommending the Board approve a contract for \$2,458,306 with Swank Construction, Inc. of Vacaville to construct the Project and the requested increase in appropriation for \$915,386 for the construction of the Solano County Nut Tree Airport T-Hangar Project.

**ALTERNATIVES:**

1. The Board could choose not to approve the contract with Swank Construction, Inc. This action is not recommended as Swank Construction was the lowest responsible bidder on the project following a bid solicitation in the open market place. The Project is also dependent on favorable weather conditions during the 2018 construction season and timely award of the contract will allow weather sensitive improvements to be complete prior to the primary rainy season.
2. The Board could choose not to approve the requested additional project budget. Construction bids on the Project were conducted twice in June/July 2018, and July/August 2018. Given the strong commercial construction market, more financially favorable bids are not expected, and the additional requested appropriation is necessary to bring the Project to fruition.
3. The Board could elect to not delegate signing authority to staff. This action is not recommended since delegated authority will enable efficient execution of the contract and construction documents.

**OTHER AGENCY INVOLVEMENT:**

The Nut Tree Airport Advisory Committee reviewed the project during the Committee's 2017 meetings and during the February and April 2018 meetings and recommended approval of the project. Project planning, permitting and coordination occurred with the Department of Resource Management, Building Division, the Vacaville Fire Protection District, County Counsel, Caltrans Aeronautics Division and the Federal Aviation Administration.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**

**SOLANO COUNTY STANDARD CONTRACT  
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement is made as of September 11, 2018 between the COUNTY OF SOLANO, a political subdivision of the State of California, (referred to as 'Owner') and the Contractor: SWANK CONSTRUCTION, INC. for the following project:

The Project: **SOLANO COUNTY NUT TREE AIRPORT T-HANGAR PROJECT**

The Owner and the Contractor agree as set forth below.

**ARTICLE 1  
THE CONTRACT DOCUMENTS**

The Contract documents consist of this Agreement, the Notice to Bidders, Divisions I-V, and Contractor's Bid Submittal 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 the Project

**ARTICLE 3  
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

The Work to be performed under this Contract shall commence no later than ten (10) 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 the project specifications.

The Contractor agrees that the Work will be completed in **120 Working Days** from the Notice to Proceed with construction. 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 of **\$2,625** for each and every calendar day of delay beyond the 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 \$2,458,306.





**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, 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.

**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 Project Manager 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**

**INSURANCE, BONDS, AND INDEMNIFICATION**

**7.1 Insurance.**

- a. Contractor shall not commence work under this Contract until all insurance has been obtained that is required under this section and such insurance has been verified by the County, nor shall Contractor allow any Subcontractor to commence work on its Contract until all similar insurance required of the Subcontractor has been so obtained and approved. Contractor shall furnish the County with a copy of each required certificate of insurance, as provided below. Contractor shall have the following insurance coverage:
- b. Workers' Compensation Insurance and Employer's Liability Insurance.

Contractor shall maintain during the life of the Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees employed on the project as described herein. Said insurance shall comply with the following:

- i. Workers' Compensation Insurance in compliance with the laws of the State of California and any applicable federal statutes.
- ii. Employers liability insurance of not less than one million dollars (\$1,000,000) each accident and one million dollars (\$1,000,000) each employee.

In signing the Contract, Contractor shall make the following certification, required by Section 1861 of the Labor Law: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the



provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- c. Automobile and General Liability. Contractor shall have throughout the term of this Contract, policies of liability insurance covering automobile and general liability as follows:
  - i. Owned/non-owned and hired automobile liability insurance with primary limits for bodily injury and property damage liability of not less than one million dollars (\$1,000,000) per accident. Umbrella and/or excess liability limits of not less than two million (\$2,000,000) per accident.
  - ii. Commercial general liability and/or umbrella excess liability insurance providing coverage on an occurrence basis and with limits of not less than five million (\$5,000,000) each occurrence and annual aggregate for bodily injury and property damage liability combined
- d. Subcontractor Insurance. Contractor shall cause all subcontractors engaged to perform work required of Contractor pursuant to this Contract to have Workers' Compensation, Commercial General Liability/Umbrella and/or Excess Liability, and Automobile Insurance in a form and amount deemed appropriate by the Contractor for work performed under this Contract.

## 7.2 Indemnification.

- a. The Contractor will indemnify and defend the County of Solano and its respective officers, elective and appointive Board, employees and consultants against all loss, expense (including, but not limited to, attorneys' fees and court costs), damage, injury, liability, causes of action or claims of any kind or character (collectively "claims" and individually a "claim"), in any way arising out of this Agreement or the Work, including but not limited to the acts or omissions of the Contractor, its partners, officers, directors, employees, agents, licensees, invitees, consultants, vendors, or subcontractors of any tier (collectively the "Contractor"), excepting the sole negligence or willful misconduct of the County. :

## 7.3 Performance Bond and Payment Bonds.

- 7.3.1 The Contractor shall furnish to the County of Solano, prior to the awarding of any contract, a surety bond in favor of the County of Solano in the amount of not less than one hundred (100%) of the Contract Amount, to guarantee faithful performance of Contract and a payment bond, each in the form attached to the Bid Agreement. Bond shall guarantee repair or replacement of deficient, defective or faulty materials and workmanship for a period of one year following completion of the project unless otherwise required in the Contract Documents. The Bond shall be issued by a California admitted surety with a rating classification of "A XII" or better according to Best's Rating Service.
- 7.3.2 The County of Solano acknowledges that any faithful performance and payments bonds provided by the Contractor shall not apply to errors or omissions in the furnishing of professional services in connection with architecture or engineering services provided by the Contractor or its consultants. The County of Solano waives and releases all claims against such sureties arising out of or relating to such professional errors and omissions; such release, however, does not apply to

a failure to provide professional services where required under the Contract, and the performance bonds shall include the costs of such services.

## ARTICLE 8

### **MISCELLANEOUS PROVISIONS**

**8.1 Notices.** Notices shall be addressed as follow:

**OWNER:**

Solano County - Nut Tree Airport  
301 County Airport Road, Suite 205  
Vacaville CA 95688

**CONTRACTOR:**

Swank Construction Inc.  
222 Bella Vista Road  
Vacaville, CA 95688

**8.2 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.

**8.3 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 9

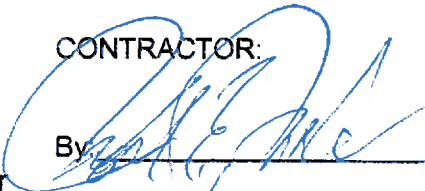
### EXECUTION OF AGREEMENT

The parties have executed this Agreement as of the day and year first above written.

COUNTY:

CONTRACTOR:

By: \_\_\_\_\_  
Birgitta E. Corsello, County Administrator

By:  \_\_\_\_\_

GERALD E. SWANK  
(Print Name)

APPROVED AS TO FORM:  
County Counsel of Solano County, California

By:  \_\_\_\_\_



**SUMMARY OF PROJECT COST AND REVENUE SOURCE**  
**Airport Budget Unit 9019 - Airport T- Hangar Project**  
**September 11, 2018**

**Attachment B**

**Estimated Project Cost**

Construction	2,458,306
Hangar Building Purchase	332,750
5% Contingency	122,915
Construction Management & Inspection	245,000
Engineering and Design	269,330
<b>Total</b>	<b><u>3,428,301</u></b>

**Estimated Funding Sources**

Airport Fund Balance	54,362
Repurposed General Fund Loan	1,516,626
Caltrans Loan	1,857,313
<b>Total</b>	<b><u>3,428,301</u></b>

Total Estimated Project Cost	3,428,301
Total Approved Budget	<u>2,512,915</u>
<b>Requested Additional Appropriation (ATR to increase appropriation)</b>	<b><u>\$ 915,386</u></b>

**Summary of Revenue Sources for the Increased Appropriation**

Caltrans Loan	578,036
Repurposed General Fund Loan	<u>337,350</u>
<b>Total</b>	<b><u>\$ 915,386</u></b>

AIRPORT HANGAR AND OFFICE REMODEL PROJECTS - FY2018/19  
CONSTRUCTION FINANCIAL PRO-FORMA

SUMMARY	
T-Hangar Construction	\$2,458,306
Construction Management & Inspection	\$245,000
Contingency (5%)	\$122,915
Office Remodels	\$710,000
Subtotal	\$3,536,221
Repurposed GF Loan (Hangars)	\$1,678,908
Caltrans (CT) Airport Loan for T-Hangars	\$1,857,313
Total Financed (Hangars and Offices)	\$3,536,221

Total Loan Payments (25 Years)	\$4,559,808
Total Hangar and Office Revenues (25 Years)	\$6,729,359
Total Net Gain (25 Years)	\$2,169,551

REPURPOSED GF LOAN (25 Yrs @ 1.5% - County Pool Rate) and CT LOAN (17 Yrs @ 3.9%)								
HANGARS				OFFICES		FINANCING		
Year	Mo. Rent / Hangar Unit	Annual Rent / Hangar Unit	Total Annual Rents	Monthly Rent	Annual Rent	Annual Loan Payments and Airport Operations Net Gain - Hangars & Offices		
						Annual GF Loan Payment (\$1,678,908)	Annual CT Loan Payment (\$1,857,313)	Annual Airport Operating Budget Net Gain (a)
1	\$365	\$4,380	\$118,260	\$5,526	\$66,312	\$80,580	\$149,724	(\$45,732)
2	376	\$4,511	\$121,808	5,692	\$68,301	\$80,580	\$149,724	(\$40,195)
3	387	\$4,647	\$125,462	5,863	\$70,350	\$80,580	\$149,724	(\$34,492)
4	399	\$4,786	\$129,226	6,038	\$72,461	\$80,580	\$149,724	(\$28,617)
5	411	\$4,930	\$133,103	6,220	\$74,635	\$80,580	\$149,724	(\$22,567)
6	423	\$5,078	\$137,096	6,406	\$76,874	\$80,580	\$149,724	(\$16,334)
7	436	\$5,230	\$141,209	6,598	\$79,180	\$80,580	\$149,724	(\$9,915)
8	449	\$5,387	\$145,445	6,796	\$81,555	\$80,580	\$149,724	(\$3,304)
9	462	\$5,548	\$149,808	7,000	\$84,002	\$80,580	\$149,724	\$3,506
10	476	\$5,715	\$154,302	7,210	\$86,522	\$80,580	\$149,724	\$10,521
11	491	\$5,886	\$158,932	7,426	\$89,118	\$80,580	\$149,724	\$17,745
12	505	\$6,063	\$163,699	7,649	\$91,791	\$80,580	\$149,724	\$25,187
13	520	\$6,245	\$168,610	7,879	\$94,545	\$80,580	\$149,724	\$32,852
14	536	\$6,432	\$173,669	8,115	\$97,381	\$80,580	\$149,724	\$40,746
15	552	\$6,625	\$178,879	8,359	\$100,303	\$80,580	\$149,724	\$48,878
16	569	\$6,824	\$184,245	8,609	\$103,312	\$80,580	\$149,724	\$57,253
17	586	\$7,029	\$189,773	8,868	\$106,411	\$80,580	\$149,724	\$65,880
18	603	\$7,239	\$195,466	9,134	\$109,604	\$80,580		\$224,489
19	621	\$7,457	\$201,330	9,408	\$112,892	\$80,580		\$233,641
20	640	\$7,680	\$207,370	9,690	\$116,278	\$80,580		\$243,068
21	659	\$7,911	\$213,591	9,981	\$119,767	\$80,580		\$252,778
22	679	\$8,148	\$219,998	10,280	\$123,360	\$80,580		\$262,778
23	699	\$8,393	\$226,598	10,588	\$127,061	\$80,580		\$273,079
24	720	\$8,644	\$233,396	10,906	\$130,872	\$80,580		\$283,689
25	742	\$8,904	\$240,398	11,233	\$134,799	\$80,580		\$294,617
TOTAL			\$4,311,673		\$2,417,687	\$2,014,500	\$2,545,308	\$2,169,551

(a) Not including the additional T-Hangar and Office rental revenue reflected above, rental revenue at the Airport is projected to increase by \$34,853 starting in FY2019/20 as a result of other new additional rentals at the Airport .





**NUT TREE AIRPORT  
T-HANGAR PROJECT SITE**

Solano County Nut Tree Airport T-Hangar Project  
301 County Airport Road, Vacaville

Attachment F

Bid Results

Name of Firm	Location	Bid	
Swank Construction, Inc.	Vacaville	\$	2,634,454
ALTA Engineering Group, Inc.	San Francisco	\$	3,026,800
Lister Construction, Inc.	Vacaville	\$	2,804,171
CWS Construction Group	Novato	\$	3,251,100



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	8	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Miscellaneous	<b>Department:</b>	Health and Social Services
<b>File #:</b>	18-576	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	09/11/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve the Mental Health Services Act (MHSA) Reversion Expenditure Plan FY2018/19 through FY2019/20 for a total amount of \$1,429,797 to fund enhancements to current mental health projects which aim to increase access to services for the unserved and underserved communities, and to improve consumer mental health outcomes		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Link to MHSA Reversion Plan		

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 approve the Mental Health Services Act (MHSA) Reversion Expenditure Plan FY2018/19 through FY2019/20 for a total amount of \$1,429,797 to fund enhancements to current mental health projects which aim to increase access to services for the unserved and underserved communities, and to improve consumer mental health outcomes.

### **SUMMARY:**

With the passage of Assembly Bill 114 (AB 114), counties received notification that previously unspent MHSA funds that were subject to reversion to the State could be retained within the originally intended funding category upon timely development of a new plan for expenditure of the funds by June 30, 2020.

Department of Health Care Services (DHCS) notified Solano County that the following funds have been identified as unspent MHSA funds and are subject to reversion if not spent down by June 30, 2020:

- \$370,701 Prevention and Early Intervention (PEI) funding category
- \$547,223 Workforce and Education Training (WET) funding category
- \$338,660 Capital Facilities and Technology Needs (CFTN) funding category
- \$1,429,797 Innovation (INN) funding category

While PEI, WET, and CFTN funds are expected to be expended per the current initiatives outlined in the Board approved Solano County Mental Health Services Act Three-Year Integrated Program and Expenditure Plan for Fiscal Years 2017/18 through 2019/20. Therefore, those funds are not actually at risk of reversion and are not subject to the MHSA Reversion Plan.



The INN funds are the only funds at risk of reversion and require a Reversion Plan. INN funds are unique in that programs may not support existing programs or even programs existing in other counties that are not in place locally in Solano County. INN funds require the mental health system to implement innovative “demonstration projects” that will support system improvements, increase access to services for the unserved and unserved communities, and improve consumer outcomes.

The MHSA Steering Committee endorsed the use of INN reversion funds to support two initiatives that are also supported by community stakeholders:

- A Statewide Early Psychosis Learning Health Care Network, which has an anticipated annual cost of \$90,000 per year, for a total of \$180,000.
- Implementation of the “Mental Health Interdisciplinary Collaboration and Cultural Transformation Model (ICCTM)” activities associated with the implementation of quality improvement (QI) Action Plans, approximately \$1,249,797, or the balance of funds based upon the actual costs of the program listed above.

#### **FISCAL IMPACT:**

The \$1,429,797 in MHSA INN funds required for the Reversion Plan have already been received from the State and are unspent funds from previous years. The programs/projects that the reversion INN funds will augment are funded through the Solano County Mental Health Services Act Three-Year Integrated Program and Expenditure Plan for Fiscal Years 2017/18 through 2019/20. The Approved Budget for FY2018/19 includes \$1.4M in appropriation for Innovation expenditures. Staff will assess at Midyear if appropriations need to be increased to implement these additional initiatives. There is no impact to County General Fund.

#### **DISCUSSION:**

Currently 23 counties have established Early Psychosis (EP) services using State or federal dollars. EP programs serve mental health consumers who have experienced their first episode of psychosis within 24 months of referral. Solano County currently funds an EP program under the current MHSA three-year plan. H&SS, in collaboration with UC Davis Behavioral Health Center of Excellence, is seeking approval to use INN reversion funds to develop the infrastructure for a sustainable statewide Early Psychosis Learning Health Care Network. The proposed project seeks to demonstrate the utility of the 23 county network via a collaborative statewide evaluation to evaluate agreed upon outcomes measures. The project will be led by UC Davis in partnership with UC San Francisco, UC San Diego, University of Calgary and multiple California counties, and will give clinicians easy access to client level data for the purposes of real-time data sharing with clients; allow programs to learn from each other through a training and technical assistance collaborative; and position the State to participate in the development of a national network to inform and improve care for individuals with early psychosis across the United States.

The primary purpose of proposed project is to increase the quality of mental health services, including measurable outcomes, for consumers with a diagnosis of psychosis and/or consumers with high risk of psychosis. Consumers will utilize technology, such as tablets, to complete questionnaires measuring their symptomatology and progress throughout the course treatment. With the support of this innovative learning health care network, the EP program and its associated counties will have access to patient-level and service-level clinical data available to providers and their clients in real-time that can be used as part of consultation.

The second proposed INN project involves implementation of the County’s Mental Health Interdisciplinary Collaboration and Cultural Transformation Model (ICCTM). The County has partnered with the University of

California, Davis - Center for Reducing Health Disparities (CRHD) to implement the ICCTM project which aims to increase culturally competent and linguistically appropriate services for Solano County-specific unserved and underserved populations with low mental health services utilization rates: the Latino, Filipino, and LGBTQ communities. The 5-year project, which was initiated in January of 2016, included the creation of a region-specific curriculum based on the national Culturally and Linguistically Appropriate Services (CLAS) standards and the local community's perspective on culturally competent practices that should be integrated into the current local mental health system to increase access to the targeted populations.

The ICCTM is a 3-phase project: Phase 1 involved a comprehensive cultural health assessment of the local community including the collection of qualitative data captured through key informant interviews, focus groups, community forums, organizational surveys and quantitative service data pulled from the County electronic health record (EHR); Phase 2 which is currently underway, focuses on facilitating three CLAS training cohorts specific to the mental health needs of Solano County. Each CLAS cohort is comprised of up to 30 stakeholders who are tasked with developing quality improvement (QI) action plans geared to address barriers in the system of care including stigma resulting in poor access to services, need for more bilingual and diverse staff, poor retention rates, and other factors. Phase 3 will involve the coordination and implementation of the QI action plans, all potentially in different phases of implementation, and coaching from the UCD CRHD staff. Additionally, over the course of the project the UCD team will engage in evaluation aimed to measure the impact of the project and quadruple aim of increased consumer satisfaction, improved health outcomes, increased provider satisfaction, and reduced per-capita costs.

The proposed INN reversion fund project will be used to support the implementation of the QI action plans which may include: developing outreach materials and signage to combat stigma, stigma reduction public service announcements or campaigns, translating mental health materials into Tagalog, the sub-threshold language in Solano County; creating mental health career pipeline projects with local high schools and community colleges; providing internship stipends for trainees/interns who represent the 3 target communities; purchasing equipment needed for surveying the community; redesigning both county and contractor clinic lobbies to promote welcoming environments; trainings and education for providers; enhancements to the Netsmart EHR by that would support the overall project including data dashboards to track progress and outcomes of the QI action plans. As QI action plans are implemented and initial results reviewed, the CLAS cohorts leading the QI action plans will adjust strategies according to findings in order to achieve intended goals. The intention is to allow for the flexibility of funding so that the QI action plans can be implemented successfully in support of improved service delivery and reducing health disparities.

#### **ALTERNATIVES:**

The Board may choose not to approve the MHSA Reversion Expenditure Plan for FY2018/2019 through FY2019-2020. This is not recommended as these funds will help improve service delivery and will otherwise revert to the State.

#### **OTHER AGENCY INVOLEMENT:**

The Solano County Behavioral Health MHSA Reversion Expenditure Plan FY2018/2019 through FY2019/2020 was developed through a countywide stakeholder process which gathered input from a variety of stakeholders through community meetings, a 30-day public comment period, and a public hearing at the local Mental Health Advisory Board.

#### **CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**

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

[A - MHSA Reversion Expenditure Plan FY18-19 to FY19-20](#)



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	9	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Miscellaneous	<b>Department:</b>	Health and Social Services
<b>File #:</b>	18-586	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	09/11/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve a Memorandum of Understanding (MOU) with the California Automated Consortia Eligibility System (CalACES) in conjunction with the Welfare Client Data System (WCDS) consortia of counties for the procurement, implementation, maintenance, and operations surrounding development of the California Statewide Automated Welfare System (CalSAWS)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - MOU		

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 approve a Memorandum of Understanding (MOU) with the California Automated Consortia Eligibility System (CalACES) in conjunction with the Welfare Client Data System (WCDS) consortia of counties for the procurement, implementation, maintenance, and operations surrounding development of the California Statewide Automated Welfare System (CalSAWS).

### **SUMMARY/DISCUSSION:**

The Centers for Medicare and Medicaid Services and the Food and Nutrition Services agencies of the United States Department of Agriculture directed the State of California to migrate to a single Statewide Automated Welfare System commonly referred to as SAWS or CalSAWS, by 2023. SAWS is the case management system for county eligibility staff providing CalWORKs, Welfare to Work, CalFresh, Medi-Cal, Foster Care, Refugee Assistance, County Medical Services Program, and General Assistance/General Relief. SAWS is made up of multiple systems which support eligibility determination, benefit calculation, benefit issuance, case management, and reporting.

In the early 1990s, several unsuccessful attempts were made to build a single system and instead, a strategy was developed whereby a limited number of systems, called consortia, would make up SAWS.

The three social services computer systems used by the 58 California counties are:

- LEADER (Los Angeles Eligibility, Automated Determination, Evaluation and Reporting), governed by Los Angeles - used by Los Angeles County only
- C-IV, governed by C-IV (Consortium IV) - used by 39 counties

- CalWIN (CalWORKs Information Network), governed by Welfare Client Data System (WCDS) Consortium - used by 18 counties including Solano County

Migrating to a single system aims to significantly reduce the financial cost to the State of managing and maintaining the various consortia systems. The first step in establishing CalSAWS was Assembly Bill ABX 16 (2011), which required the C-IV system and LEADER system to combine into a jointly designed system referred to as California Automated Consortia Eligibility System (Cal ACES). CalACES formed on September 1, 2017, through a Joint Powers Agreement (JPA), and is comprised of forty (40) California counties.

The remaining 18 California counties, including Solano County, participate in the Welfare Client Data System (WCDS) consortium to manage and maintain the CalWORKs Information Network (CalWIN). The 18 WCDS counties have already begun working with the 40 CalACES counties in the development of CalSAWS for use by all 58 counties. Migration of all 58 counties to one system, CalSAWS, has been mandated by the Federal Government by 2023.

To prepare for the single system migration, representatives from CalACES, WCDS, and the California Welfare Directors Association (CWDA) formed the CalSAWS Leadership Team to collaborate on a CalSAWS governance structure and to identify issues requiring the procurement and implementation of certain shared computer services needed for all counties to eventually integrate into a single CalSAWS. The CalSAWS Leadership Team recommended that CalACES assume the legal responsibility for the procurement and execution of contracts with vendors for these shared services on behalf of CalACES and the WCDS counties for implementation by all 58 counties.

The MOU (Attachment A) has been developed between CalACES and WCDS in order for CalACES to procure and manage all needed shared services. All other WCDS/CalWIN consortium counties will also obtain necessary approvals of the MOU.

#### **FINANCIAL IMPACT:**

There is no fiscal impact associated with this item. If future contracts procured or developed by CalACES have any related net county cost, H&SS will return to the Board with details and to obtain any necessary approvals. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

#### **ALTERNATIVES:**

The Board could choose not to approve this MOU. This is not recommended as the State, and thus the 58 counties within the State, have been directed by the Federal Government to migrate to a single statewide automated welfare system (CalSAWS). The memorandum of understanding is necessary to enable WCDS, the consortium Solano County is a member of, to be in compliance.

#### **OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed and approved the Memorandum of Understanding as to form.

#### **CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CALIFORNIA AUTOMATED CONSORTIUM ELIGIBILITY SYSTEM  
AND THE COUNTIES OF ALAMEDA, CONTRA COSTA, FRESNO, ORANGE, PLACER,  
SACRAMENTO, SAN DIEGO, SAN FRANCISCO, SAN LUIS OBISPO, SAN MATEO, SANTA  
BARBARA, SANTA CLARA, SANTA CRUZ, SOLANO, SONOMA, TULARE, VENTURA AND YOLO

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the California Automated Consortium Eligibility System (hereafter "CalACES"), and the Welfare Client Data System ("WCDS") Consortium Counties of Alameda, Contra Costa, Fresno, Orange, Placer, Sacramento, San Diego, San Francisco, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Solano, Sonoma, Tulare, Ventura, and Yolo (referred to collectively as "WCDS Counties" and individually as "WCDS County").

I. INTRODUCTION

- A. CalACES, a joint powers authority ("JPA") comprised of forty (40) California counties, was formed on September 1, 2017, pursuant to Assembly Bill ABX1 16 (2011), which required the thirty-nine (39) Consortium IV ("C-IV") JPA counties and Los Angeles County to form a forty (40) county consortium and replace the LEADER and C-IV systems with a single jointly designed system.
- B. The WCDS Consortium is a consortium of eighteen (18) California counties organized for the purpose of managing and maintaining the CalWORKs Information Network (known as CalWIN) and related systems, used by the WCDS Counties in support of their social services programs.
- C. The Centers for Medicare and Medicaid Services and the Food and Nutrition Services agencies of the United States Department of Agriculture directed California ("State") to move to a single statewide-automated welfare system ("SAWS") by 2023. In moving toward that goal and in consultation with the County Welfare Directors Association of California ("CWDA") and relevant State program sponsors, CalACES and the WCDS Counties are pursuing the formation of a new consortium ("CalSAWS") that combines all fifty-eight (58) California Counties ("58 Counties").
- D. Representatives from CalACES, the WCDS Counties, and CWDA formed a team (the "CalSAWS Leadership Team"). The CalSAWS Leadership Team is collaborating on the CalSAWS governance structure, and making recommendations for cross-

consortia issues. A significant cross-consortia issue involves the procurement and implementation of Shared Services, which would facilitate the move toward a single SAWS.

- E. Rather than wait until the formation of CalSAWS, the CalSAWS Leadership Team recommended that the 58 Counties begin procuring and implementing Shared Services.
- F. The CalSAWS Leadership Team recommended that CalACES assume legal responsibility for the procurement and execution of contracts with vendors for Shared Services, on behalf of CalACES and the WCDS Counties, for implementation by the 58 Counties.
- G. The State Department of Social Services ("CDSS") supports the plan that CalACES may obtain these Shared Services on behalf of the 58 Counties.

## II. PURPOSE

- A. The purpose of this MOU is to delineate the areas of understanding and agreement between CalACES and each WCDS County regarding matters related to the procurement, implementation, maintenance and operations of shared services for the benefit of the 58 Counties. These shared services include the Online CalWORKs Appraisal Tool ("OCAT") Rebuild as provided in Welfare and Institutions Code section 11325.15, the Foster Care Eligibility Determination and other services ("collectively, "Shared Services") deemed necessary by the CalSAWS Leadership Team and CWDA.
- B. This MOU is conditioned on CalACES and each of the WCDS Counties executing this MOU without modification.

NOW THEREFORE, in consideration of the mutual covenants contained herein, CalACES and the WCDS Counties (each a "Party" and collectively the "Parties") agree as follows:

## III. RESPONSIBILITY OF THE PARTIES

- A. CalSAWS Leadership Team: To facilitate the procurement, implementation, maintenance and operations of Shared Services for the benefit of the 58 Counties, the Parties have formed the CalSAWS Leadership Team, comprised of six (6) members: two (2) representatives from the WCDS Counties; two (2) representatives

from CalACES operating on the C-IV System and two (2) representatives from CalACES operating on the Leader Replacement System.

B. CalACES

1. CalACES, acting on its own behalf and in a fiduciary capacity for the WCDS Counties, agrees to undertake best efforts to assume responsibility for the procurement of Shared Services on behalf of the Parties.
2. CalACES agrees to enter into contracts for Shared Services with the vendor(s), for the Parties, provided (a) that CalACES and the WCDS Counties receive their respective State and/or Federal funding in full for the Shared Services, and (b) that the CalSAWS Leadership Team reviews and approves the contracts prior to approval by CalACES. In order to facilitate the procurement process, the WCDS Counties will not be a party to the contracts for Shared Services with the vendor(s). CalACES will closely monitor the funding and track the utilization for these Shared Services efforts. CalACES will establish an original budget after consultation with and approval of the CalSAWS Leadership Team regarding the scope of work and sources of funding for Shared Services, which may include a County share ("County Share") in addition to the State and/or Federal funding. The County Share is defined and established by the approved Cost Allocation Plan. In the event there is a need for additional funds beyond the original budget, CalACES will consult with and obtain approval from the CalSAWS Leadership Team to determine how to manage the situation.
3. In the event a Shared Service requires the Parties to share in a portion of cost, the County Share will be determined using the approved Cost Allocation Plan for the Shared Service, which distributes the costs across all state, federal and county programs. CalACES will follow the standard invoicing processes to invoice WCDS Counties based upon each WCDS County's Persons Count portion of the County Share, as published annually by the Office of Systems Integration.
4. Following its annual audit, CalACES has an annual operational report and annual fiscal report prepared and shall make these reports available to any WCDS County upon request.
5. CalACES agrees to solicit and incorporate feedback regarding all of the Shared Services procurements and/or ongoing services, operations, and enhancements using existing established governance processes where



available, or as directed by the CalSAWS Leadership Team, in consultation with CWDA and relevant State program sponsors.

6. With respect to the OCAT Rebuild, CalACES will ensure that CDSS retains the same level of access to OCAT as CDSS had as of June 30, 2017, and the other functional requirements required in Welfare and Institutions Code section 11325.15, subdivisions (b) and (c).
7. CalACES, with the approval of the CalSAWS Leadership Team, may terminate any contract for Shared Services, including in the event of any suspension or termination of State and/or Federal funding or unavailability of County funds for transfer to CalACES to cover budget shortfalls.

C. WCDS Counties

1. Each WCDS County agrees and hereby delegates the authority to CalACES to procure Shared Services for implementation by that WCDS County.
2. Each WCDS County agrees to cooperate with CalACES in providing any needed information in support of the Shared Services procurements, development, implementation, and ongoing maintenance.
3. Each WCDS County agrees to transfer to CalACES, or permit CDSS to allocate and directly send to CalACES, its State, Federal, and/or County Share, as agreed to in the budgeting process outlined in section B.2. Each WCDS County's financial contribution for procuring Shared Services under this MOU is limited to its respective County Share for Shared Services, based upon the approved Cost Allocation Plan, unless each WCDS County specifically agrees to pay an amount beyond its County Share.
4. In the event there is a County Share for an approved Shared Service based upon the approved Cost Allocation Plan, each WCDS County agrees to remit payment upon receipt of a CalACES invoice to the designated fiscal agent for CalACES.
5. Each WCDS County agrees to cooperate with CalACES and/or vendors of Shared Services to provide access to that WCDS County's sites and facilities, as necessary for the implementation of Shared Services.

6. Each WCDS County agrees to cooperate with CalACES and/or vendors of Shared Services to take the actions necessary to interface with the Shared Services, consistent with the implementation timeline for the Shared Services.

#### D. MISCELLANEOUS PROVISIONS

1. Neither Party shall assume any liability for the direct payment of any salaries, wages, retirement benefits, workers' compensation insurance, or other compensation for the other Party's personnel performing services hereunder.
2. All Parties agree to be liable for the negligence and willful misconduct of their own employees, agents and contractors performing services hereunder.
3. Term. The MOU shall commence on the date the board of CalACES approves the MOU, which date shall not occur until after all WCDS Counties have approved the MOU, and the MOU shall remain in effect until the formation of CalSAWS.
4. The Parties agree that their respective obligations under this MOU are contingent upon State and Federal financial participation in the Shared Services. In the event that such funds are not forthcoming for any reason, either Party shall notify the other and shall have the right to terminate the MOU.
5. Each Party agrees to indemnify, defend and hold harmless the other Parties and each of their officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability arising out of its obligations under this MOU and any resulting contracts for Shared Services.
6. In the event any of the Parties are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this MOU and any resulting contracts for Shared Services, each Party shall indemnify the other(s) to the extent of its comparative fault.
7. This MOU, and any amendment(s), may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall, when taken together, shall constitute a single instrument. Transmission by facsimile or via e-mail as a scanned image of an executed counterpart to this MOU will be deemed due and sufficient delivery of such counterpart, and a photocopy or scanned image of an executed counterpart sent by email or by facsimile transmission may be treated by the Parties as a duplicate original.

8. This MOU constitutes the entire MOU between the Parties hereto with respect to the subject matter herein. This MOU may be amended at any time by mutual agreement of all the Parties.
9. Written notices provided hereunder shall be sufficient when addressed to the offices listed below and shall be deemed given upon deposit in the U.S. mail, first class, postage prepaid.

IN WITNESS THEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed and attested by their proper offices thereunto duly authorized, as of the day and year written.

Dated: \_\_\_\_\_

California Automated Consortium Eligibility System

By:

\_\_\_\_\_

Scott Pettygrove, Chair

Board of Directors

By:

\_\_\_\_\_

John Boule, Secretary

Dated: \_\_\_\_\_

County:

County of Alameda

By:

\_\_\_\_\_

\_\_\_\_\_

[Name], Chair  
Board of Supervisors

Approved As To Form

Alameda County Counsel

By:

\_\_\_\_\_

(Name, title)

Attest:

Dated: \_\_\_\_\_

County:

County of Contra Costa

By:

\_\_\_\_\_

\_\_\_\_\_

[Name], Chair  
Board of Supervisors

Approved As To Form

Contra Costa County Counsel

By:

\_\_\_\_\_

(Name, title)

Attest:

Dated: \_\_\_\_\_

County:

County of Fresno

By:

\_\_\_\_\_  
\_\_\_\_\_

[Name], Chair  
Board of Supervisors

Approved As To Form

Fresno County Counsel

By:

\_\_\_\_\_

(Name, title)

Attest:

Dated: \_\_\_\_\_

County:

County of Orange

By:

\_\_\_\_\_

\_\_\_\_\_

[Name], Chair  
Board of Supervisors

Approved As To Form

Orange County Counsel

By:

\_\_\_\_\_

(Name, title)

Attest:



Dated: \_\_\_\_\_

County:

County of Placer

By:

\_\_\_\_\_  
\_\_\_\_\_

[Name], Chair  
Board of Supervisors

Approved As To Form

Placer County Counsel

By:

\_\_\_\_\_  
(Name, title)

Attest:

Dated: \_\_\_\_\_

County:

County of Sacramento

By:

\_\_\_\_\_  
\_\_\_\_\_

[Name], Chair  
Board of Supervisors

Approved As To Form

Sacramento County Counsel

By:

\_\_\_\_\_  
(Name, title)

Attest:

Dated: \_\_\_\_\_

County:

County of San Diego

By:

\_\_\_\_\_  
\_\_\_\_\_

[Name], Chair  
Board of Supervisors

Approved As To Form

San Diego County Counsel

By:

\_\_\_\_\_

(Name, title)

Attest:

Dated: \_\_\_\_\_

County:

County of San Francisco

By:

\_\_\_\_\_  
\_\_\_\_\_

[Name], Chair  
Board of Supervisors

Approved As To Form

San Francisco County Counsel

By:

\_\_\_\_\_  
(Name, title)

Attest:

Dated: \_\_\_\_\_

County:

County of San Luis Obispo

By:

\_\_\_\_\_  
\_\_\_\_\_

[Name], Chair  
Board of Supervisors

Approved As To Form

San Luis Obispo County Counsel

By:

\_\_\_\_\_

(Name, title)

Attest:

Dated: \_\_\_\_\_

County:

County of San Mateo

By:

\_\_\_\_\_  
\_\_\_\_\_

[Name], Chair  
Board of Supervisors

Approved As To Form

San Mateo County Counsel

By:

\_\_\_\_\_

(Name, title)

Attest:

Dated: \_\_\_\_\_

County:

County of Santa Barbara

By:

\_\_\_\_\_  
\_\_\_\_\_

[Name], Chair  
Board of Supervisors

Approved As To Form

Santa Barbara County Counsel

By:

\_\_\_\_\_

(Name, title)

Attest:

Dated: \_\_\_\_\_

County:

County of Santa Clara

By:

\_\_\_\_\_  
\_\_\_\_\_

[Name], Chair  
Board of Supervisors

Approved As To Form

Santa Clara County Counsel

By:

\_\_\_\_\_  
(Name, title)

Attest:



Dated: \_\_\_\_\_

County:

County of Santa Cruz

By:

\_\_\_\_\_  
\_\_\_\_\_

[Name], Chair  
Board of Supervisors

Approved As To Form

Santa Cruz County Counsel

By:

\_\_\_\_\_  
(Name, title)

Attest:

Dated: \_\_\_\_\_

County:

County of Solano

By:

\_\_\_\_\_  
\_\_\_\_\_

[Name], Chair  
Board of Supervisors

Approved As To Form

Solano County Counsel

By:

\_\_\_\_\_  
(Name, title)

Attest:

Dated: \_\_\_\_\_

County:

County of Sonoma

By:

\_\_\_\_\_  
\_\_\_\_\_

[Name], Chair  
Board of Supervisors

Approved As To Form

Sonoma County Counsel

By:

\_\_\_\_\_  
(Name, title)

Attest:

Dated: \_\_\_\_\_

County:

County of Tulare

By:

\_\_\_\_\_  
\_\_\_\_\_

[Name], Chair  
Board of Supervisors

Approved As To Form

Tulare County Counsel

By:

\_\_\_\_\_  
(Name, title)

Attest:

Dated: \_\_\_\_\_

County:

County of Ventura

By:

\_\_\_\_\_  
\_\_\_\_\_

[Name], Chair  
Board of Supervisors

Approved As To Form

Ventura County Counsel

By:

\_\_\_\_\_  
(Name, title)

Attest:

Dated: \_\_\_\_\_

County:

County of Yolo

By:

\_\_\_\_\_  
\_\_\_\_\_

[Name], Chair  
Board of Supervisors

Approved As To Form

Yolo County Counsel

By:

\_\_\_\_\_

(Name, title)

Attest:



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	10	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	Health and Social Services
<b>File #:</b>	18-602	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	09/11/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution to support participation in the Homeless Mentally Ill Outreach and Treatment Program (HMIOT) one-time grant funds authorized through Senate Bill (SB) 840 to provide services for individuals with serious mental illness and who are homeless or at risk of becoming homeless; and Delegate authority to the County Administrator to approve an Appropriation Transfer Request (ATR) to accept \$571,000 in grant revenue and appropriate grant expenditures once funds are received and to execute contracts for the HMIOT program (4/5 vote required)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Resolution, B - Link to 5 Year Strategic Plan		

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

### DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services (H&SS) recommends the Board adopt a resolution to support participation in the Homeless Mentally Ill Outreach and Treatment Program one-time grant funds authorized through Senate Bill (SB) 840 to provide services for individuals with serious mental illness and who are homeless or at risk of becoming homeless; and Delegate authority to the County Administrator to approve an Appropriation Transfer Request (ATR) to accept \$571,000 in grant revenue and appropriate grant expenditures once funds are received and to execute contracts for the HMIOT program (4/5 vote required).

### SUMMARY/DISCUSSION:

California recognizes the growing need to allocate significant investment in mental health services and homelessness. The State budget package approved by the Legislature and signed by the Governor included a statewide allocation of \$50 million for the proposed Homeless Mentally Ill Outreach and Treatment Program (HMIOT). Based on the County's 2017 Point-in-Time (PIT) count, Solano County's allocation is \$571,000 to support local efforts in service to the homeless mentally ill population.

On July 31, the State Department of Health Care Services (DHCS) notified counties of the process to access these funds. Applications in the form of a letter of intent and Resolution from the Board of Supervisors are due to DHCS by September 25, 2018. The letter of intent does not require details about how the funds will be used but must affirm that the County will comply with the expectations associated with these funds. These funds must be used in serving individuals with severe mental illness who are also homeless or are at immediate risk

of being homeless. These funds may pay only for the portion of costs of services not available to be funded by other state or federal funds and may not supplant other funds

Counties will be notified of the formal acceptance on October 9, 2018, and funding will be released by December 31, 2018. Funds must be fully expended by June 30, 2020, and a report of how those funds were used must be provided to DHCS within 90 days of the full expenditure.

The Behavioral Health division has a number of programs that aim to impact this population. A portion of these funds will be used to provide housing to individuals enrolled in the County's Whole Person Care program. The balance of these funds will be used in support of other housing initiatives and service needs, including but not limited: 1) expansion of the permanent supportive housing program, 2) mentally ill individuals who are homeless as they are released from jail but do not qualify for the Prop 47 or the Mentally Ill Offender Crime Reduction program, 3) housing for mentally ill individuals who do not qualify for other Mental Health Services Act housing programs or funds.

In alignment with Solano County's five-year strategic plan to address homelessness (Attachment B), leveraging these funds in combination with other potential funds such as the Partnership Health Plan of California and No Place Like Home, will be important to maximize impact.

**FINANCIAL IMPACT:**

This action brings \$571,000 in new funds to address a significant community need. As the funding can be spent over two fiscal years and planning for expenditures is beginning, H&SS is recommending that the County Administrator be given delegated authority to approve an ATR to accept \$571,000 in grant revenue and appropriate grant expenditures once funds are received. There is no local match requirement.

**ALTERNATIVES:**

The Board may choose not to adopt this resolution. This is not recommended as this is an opportunity to serve a high need population.

**OTHER AGENCY INVOLVEMENT:**

There are no other agencies involved at this time..

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**



RESOLUTION NO. 2018 - \_\_\_\_\_

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE COUNTY TO PARTICIPATE IN THE ONE-TIME HOMELESS MENTALLY ILL  
OUTREACH AND TREATMENT FUNDING OPPORTUNITY AVAILABLE AS A RESULT OF SB 840  
(CHAPTER 29, STATUTES OF 2018)**

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

**Whereas**, The Governor, Legislature, and Solano County recognize the need for outreach and treatment to those who are living with a severe mental illness who are also homeless or at risk of homelessness, including persons participating in Whole Person Care pilots or who have had recent involvement with the criminal justice system or release from incarceration, as well as other special populations within the county; and

**Whereas**, The Governor and Legislature have allocated \$50 million dollars in one-time funding for Fiscal Year 2018/19 to counties and four eligible cities for the Homeless Mentally Ill Outreach and Treatment allocation, which included \$571,000 to Solano County; and

**Whereas**, The Governor and Legislature have directed counties to leverage other available funding for this purpose and prohibited any supplantation of existing funding or services in order to maximize the impact of Homeless Mentally Ill Outreach and Treatment allocation dollars locally; and

**Whereas**, The Governor and Legislature require counties that receive Homeless Mentally Ill Outreach and Treatment allocation funding to expend the funding no later than June 30, 2020, and further require counties to report to the Department of Health Care Services the disposition of funds, the services provided, and the number of individuals who received services no later than 90 days after the full expenditure of funding; and

**Whereas**, the County of Solano designates the Health & Social Services Deputy Director of Behavioral Health as the single point of contact to the Department of Health Care Services for the Homeless Mentally Ill Outreach and Treatment allocation; and

**Whereas**, the County of Solano affirms its commitment to combatting homelessness and improving outreach and treatment for those living with severe mental illness in our communities pursuant to the provisions of SB 840 and the receipt of Homeless Mentally Ill Outreach and Treatment funding.

**Resolved**, that the Solano County Board of Supervisors hereby authorize the County's participation in the Homeless Mentally Ill Outreach and Treatment allocation.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on September 11, 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

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 - Strategic Plan](#)



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	11	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Contract	<b>Department:</b>	Probation
<b>File #:</b>	18-583	<b>Contact:</b>	Chris Hansen, 784-4803
<b>Agenda date:</b>	09/11/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve a contract with the State of California Department of Corrections and Rehabilitation (CDCR) to provide juvenile diagnostic studies and treatment services, for an amount not to exceed \$99,904, effective for the period of October 1, 2018 through June 30, 2020; Delegate authority to the County Administrator, pending County Counsel concurrence, to execute the contract and any future amendments, including changes to terms and conditions, scope of services and modifications to contract limits up to 20% of the total contract amount, not to exceed \$75,000		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Contract		

Date:	Ver.	Action By:	Action:	Result:
Published Notice Required?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Public Hearing Required?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

### DEPARTMENTAL RECOMMENDATION:

The Director of Probation recommends that the Board of Supervisors:

1. Approve a contract with the State of California Department of Corrections and Rehabilitation (CDCR) to provide juvenile diagnostic studies and treatment services, for an amount not to exceed \$99,904, effective for the period of October 1, 2018 through June 30, 2020;
2. Delegate authority to the County Administrator, pending County Counsel concurrence, to execute the contract and any future amendments, including changes to terms and conditions, scope of services and modifications to contract limits up to 20% of the total contract amount, not to exceed \$75,000.

### SUMMARY/DISCUSSION:

Pursuant to Welfare and Institutions Code Sections 1731.5 and 1731.6, a court may order an eligible person temporarily placed with the California Department of Corrections and Rehabilitation, Division of Juvenile Justice Facilities (CDCR/DJJ) if it concludes that proper disposition of the case requires such observation and diagnosis as can be made at a diagnostic and treatment center of the CDCR/DJJ. The court may continue the hearing and order that such a person be placed temporarily in such a center for a period not to exceed 90 days, with the further provision in such order that the Director of the CDCR/DJJ report to the court its diagnosis and recommendations concerning the person within the 90-day period. The Director of the CDCR/DJJ will have the person observed and examined and shall then forward to the court his diagnosis and recommendation concerning the person's future, care, supervision, and treatment. The CDCR/DJJ must

accept the person if it believes the person can be materially benefited by diagnostic and treatment services at its facilities and if the Director of CDCR/DJJ certifies that CDCR/DJJ staff and institutions are available.

However, only courts in those counties that have entered into an agreement with the Director of the CDCR/DJJ pursuant to Welfare and Institutions Code Section 1752.1, wherein the Youth Authority agrees to furnish diagnosis and treatment services and temporary detention during a period of study to the county for selected cases of persons eligible for commitment to the Youth Authority, may make such a placement order described above. The proposed Agreement made pursuant to Welfare and Institutions Code Section 1752.1 will enable the Juvenile Court of Solano County to make such placement orders. Probation anticipates a potential need for diagnostic services, and establishing the proposed Agreement at this time will alleviate the waiting period that would otherwise occur to start the process of complying with the court-ordered evaluation. Under the proposed Agreement, the County will reimburse CDCR/DJJ for the provision of Diagnostic Studies, Treatment Services and Temporary Detention at CDCR/DJJ facilities for case referrals from Juvenile Court at a rate of \$223.00 for each referral per day or any part of a day. The Director of the CDCR/DJJ has determined this rate to be necessary to cover the costs incurred by CDCR/DJJ from the provision of the services under this Agreement. CDCR/DJJ will provide routine medical services as part of the daily rate but the County will be responsible for any emergency medical treatment or emergency mental health treatment for juvenile wards sent to CDCR/DJJ by the County for diagnostic services.

**FINANCIAL IMPACT:**

The cost for the diagnostic services is included in the FY2018/19 Probation Department Approved Budget. There is no additional impact to the County General Fund. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

**ALTERNATIVES:**

The Board of Supervisors could choose not to approve the contract; however, this alternative is not recommended as this contract is mandated by the courts.

**OTHER AGENCY INVOLVEMENT:**

County Counsel reviewed and approved the contract as to form. The County Administrator's Office has reviewed this report and concurs with Department's recommendation.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**

AGREEMENT NUMBER

C5608232

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Corrections and Rehabilitation (CDCR)

CONTRACTOR'S NAME

County of Solano

2. The term of this

Agreement is: Upon Approval through June 30, 2020

3. The maximum amount  
of this Agreement is:

(\$99,904.00) Reimbursement to CDCR  
Ninety Nine Thousand Nine Hundred and Four Dollars and Zero Cents

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

Exhibit A – Scope of Work	2 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit B-1 – Rate Sheet	1 page
Exhibit C* - General Terms and Conditions	GTC 04/2017
Exhibit D – Special Terms and Conditions for Public Entity Agreements	14 pages
Exhibit E – Business Associates Agreement (HIPAA)	14 pages
Exhibit F – Prison Rape Elimination Policy – Volunteer/Contractor Information Sheet	2 pages

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

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

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Solano

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Birgitta Corsello, County Administrator

ADDRESS

475 Union Avenue  
Fairfield, CA 94533-6319

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Corrections and Rehabilitation

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Terri Gibson, Manager, Headquarters Contract Unit 3

ADDRESS

9838 Old Placerville Road, Suite B-2, Sacramento, CA 95827

California Department of General  
Services Use Only

☐ Exempt per:

**DIAGNOSTIC STUDIES, TREATMENT SERVICES AND TEMPORARY DETENTION**

**1. INTRODUCTION**

The California Department of Corrections and Rehabilitation, Division of Juvenile Justice (CDCR/DJJ) agrees to provide Diagnostic Studies, Treatment Services and Temporary Detention for case referrals from Juvenile Court to the County of Solano as described herein. The County of Solano agrees to compensate the CDCR/DJJ, per Exhibit B-1, Rate Sheet, for services performed at CDCR/DJJ facilities.

Section 1752.1 of the Welfare and Institutions Code of the State of California states, "The Director may enter into contracts with the approval of the Director of Finance with any county of this state, upon request of the board of supervisors thereof, wherein the Youth Authority agrees to furnish diagnosis and treatment services and temporary detention during a period of study to the county for selected cases of persons eligible for commitment to the Youth Authority."

A Juvenile Court determines if a person is eligible for commitment to the CDCR/DJJ, in any county in which there is a contract in effect, pursuant to Section 1752.1 and Section 1731.6 of the Welfare and Institutions Code (WIC). The Juvenile Court also determines if a person falls within the provisions of WIC Section 1731.5, and concludes if a proper disposition of the case requires such observation and diagnosis as can be made by the CDCR/DJJ.

The Juvenile Court may continue a hearing and order that such a person be placed temporarily in a CDCR/DJJ facility, for a period not to exceed ninety (90) days, with the further provision that the Director of the CDCR/DJJ facility reports to the court its diagnosis and recommendations concerning the person within the ninety (90) day period.

**2. CONTRACTOR RESPONSIBILITIES**

The Sheriff of the County in which an order is made placing a person in a diagnostic and treatment center pursuant to WIC Section 1731.6, or any other peace officer designated by the court, shall execute the order placing such person in the treatment center or returning him there from the court. The expense of such Sheriff or other peace officer incurred in executing such order is a charge upon the County in which the court is situated.

In the event that emergency medical treatment or emergency mental health treatment is deemed necessary by the CDCR/DJJ medical staff, for any County juvenile(s) housed in custody under this Agreement, the treatment shall be performed in a facility designated by CDCR/DJJ medical staff at the expense of the County. The County shall be responsible for reimbursement of transportation costs incurred in acquisition of treatment, including costs for security staff. Service providers for the treatment shall directly invoice the County.

**3. CDCR/DJJ RESPONSIBILITIES**

The Director of CDCR/DJJ facilities shall, within ninety (90) days, cause the person to be observed and examined and shall forward to the court its diagnosis and recommendation concerning such person's future, care, supervision, and treatment.

The CDCR/DJJ shall accept such person if it is believed that the person can be materially benefited by diagnostic and treatment services, and if the Director of CDCR/DJJ facility certifies that staff and institutions are available. No person shall be transported to any facility under the jurisdiction of the CDCR/DJJ until the Director has notified the referring court, by way of an acceptance letter, of the location to which the person is to be transported and of the time at which they can be received.

Daily operations will be consistent with the CDCR/DJJ minimum standards and training that CDCR/DJJ staff receives. These operations include feeding, clothing, count procedures, hygiene, room clean up and recreation. The CDCR/DJJ shall provide, as deemed needed by medical staff, routine medical, dental or mental health treatment, and routine periodic medical examinations for County juveniles housed in custody under this Agreement. Routine medical costs shall be included in the total amount of this Agreement. The County shall provide and pay for any and all ancillary medical services including, but not limited to, dental, optical, non-emergency surgical procedures and special consultation services.

CDCR/DJJ staff shall notify the County, within twenty-four (24) hours, of any emergency medical treatment or emergency mental health treatment administered to any person sent to the CDCR/DJJ by the County for diagnostic services. Notification shall include the name of the person receiving the treatment, name, address, and phone number of the location where the treatment is being administered, and the name of a contact person at the treatment facility. The CDCR/DJJ and County shall mutually agree on the appropriate placement of the medically treated person.

#### 4. PROJECT REPRESENTATIVES

State Agency: CDCR/DJJ	Contractor: County of Solano
Name: Christienne Sanders	Name: Christopher Hansen Chief Probation Officer
Phone: (916) 683-7474	Phone: (707) 784-4803
Fax: (916) 683-7767	Fax: (707) 784-7868
Email : christienne.sanders@cdcr.ca.gov	Email : chansen@solanocounty.com

Direct all inquiries to:

State Agency: CDCR/DJJ	Contractor: County of Solano
Section/Unit: I&C	Section/Unit: Fiscal Unit
Attention: Dawn Okamoto	Attention: Jennivive Venzon Senior Staff Analyst
Address: P. O. Box 588501 Elk Grove, CA 95758-8501	Address: 475 Union Avenue Fairfield, CA 94533
Phone: (916) 683-7495	Phone: (707) 784-7651
Fax: (916) 683-7767	Fax: (707) 784-7868
Email : dawn.okamoto@cdcr.ca.gov	Email : juvenzon@solanocounty.com

1. Invoicing and Payment (reimbursement contracts)

- a. The CDCR will submit an Invoice to the Contractor, by the 10<sup>th</sup> day of each month for the preceding month's services; based on the rates specified in Exhibit B-1, Rate Sheet, which is attached hereto and made part of this Agreement.
- b. Invoices will be due within thirty (30) days of the statement date and shall be remitted to the appropriate CDCR Accounting office below:

California Department of Corrections and Rehabilitation (CDCR)  
ASB – Rancho Cucamonga  
Attention: Accounts Receivable  
PO Box 6000  
Rancho Cucamonga, CA 91729-6000

And

California Department of Corrections and Rehabilitation  
Division of Juvenile Justice  
Attention: Accounts  
P O Box 588501



**DIAGNOSTIC STUDIES, TREATMENT SERVICES AND TEMPORARY DETENTION**

<u>Daily Rate Per Youth</u>		<u>Estimated # of Days*</u>		<u>= Total per Fiscal Year</u>	
FY 18/19	\$223.00	x	224	=	\$49,952.00
FY 19/20	\$223.00	x	224	=	\$49,952.00
					<u>\$99,904.00</u>
(REIMBURSEMENT CONTRACT)					

The County of Solano is allocated \$99,904 for the life of this contract, Upon Approval through June 30, 2020, and agrees to reimburse California Department of Corrections and Rehabilitation, Division of Juvenile Justice (CDCR/DJJ) to provide Diagnostic Studies, Treatment Services and Temporary Detention for case referrals from Juvenile and/or Criminal Courts. Any fraction thereof shall be computed at Two Hundred Twenty Three Dollars and No Cents (\$223.00) per day or any part of a day, such costs having been determined by the Director for the Division of Juvenile Justice of CDCR to be necessary to reimburse the State for the costs incurred. Notwithstanding the budget allocation stated above, the County of Solano agrees to compensate CDCR/DJJ for each referral in accordance with the rate schedules of this Agreement even if the total compensation exceeds the budget.

CDCR/DJJ shall bill the County monthly, by means of itemized statements, for each youth, and the County shall make remittance or payment thereof within forty-five (45) days of receipt of such billing.

\*Estimated number of days to be used during the term of the contract.

1. **Contract Disputes with Public Entities** (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

2. **Confidentiality of Information**

CDCR and Provider agree that all inmate/patient health information is identified as confidential and shall be held in trust and confidence and shall be used only for the purposes contemplated under this Agreement.

Provider by acceptance of this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations (CFR), Title 45, Sections 164.501 et seq.); the California Government Code Section 11019.9; California Civil Code Sections 56 et seq.; and California Civil Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. Attached as an Exhibit and incorporated herein is a Business Associate Agreement which memorializes the parties' duties and obligations with respect to the protection, use, and disclosure of protected health information.

3. **Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

#### **4. Accounting Principles**

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

#### **5. Taxes**

Unless required by law, the State of California is exempt from federal excise taxes.

#### **6. Right to Terminate (Supersedes provision number 7, Termination for Cause, of Exhibit C)**

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

#### **7. Contract Suspension**

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension.

Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

**8. Extension of Term**

If it is determined to be in the best interest of the State, this Agreement may be amended to extend the term at the rates agreed upon by CDCR and the Contractor.

**9. Contractor Employee Misconduct**

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

**10. Subcontracting**

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more than twenty-five (25) percent of the total contract amount or \$50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

**11. Subcontractor/Consultant Information**

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

**12. Liability for Nonconforming Work**

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

**13. Temporary Nonperformance**

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

**14. Contract Violations**

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

**15. Employment of Ex-Offenders**

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
  1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).
- c. Ex-Offenders are required to register as a sex offender pursuant to Penal Code Section 290.

- d. Any ex-offender who has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- e. Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

#### **16. Conflict of Interest**

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

##### **a. Contractors and Their Employees**

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

##### **b. Current State Employees**

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
  - (a) Using an official position for private gain;
  - (b) Giving preferential treatment to any particular person;

- (c) Losing independence or impartiality;
  - (d) Making a decision outside of official channels; and
  - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

**c. Former State Employees**

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

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other

material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

**17. Travel**

Contractor's rates shall include all travel expenses required to perform services in accordance with this contract.

**18. Notification of Personnel Changes**

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

**19. Security Clearance/Fingerprinting**

The State reserves the right to conduct fingerprinting and/or security clearance—through the Department of Justice, Bureau of Criminal Identification and Information (BCII)—prior to award and at any time during the term of the Agreement, in order to permit Contractor (and/or Contractor employee) access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

**20. Computer Software**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**21. Expendable Equipment**

Expendable equipment is defined as expendable items which change with use and have a unit acquisition cost of less than \$5,000 per unit (i.e. fax machines, computers, printers, etc.). Title to any expendable equipment purchased or built with State funds as part of this agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered "theft-sensitive" items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Upon completion or termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different agreement.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding area.



## **22. Electronic Waste Recycling**

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

## **23. Liability for Loss and Damages**

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

## **24. Disclosure**

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known made by any inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

## **25. Workers' Compensation**

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

## **26. Insurance Requirements**

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractors are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor shall provide the State within five (5) business days of receipt by contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

Contractor hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured. Contractor shall provide proof of self-insurance.

## **27. Tuberculosis (TB) Testing**

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, Contractors and their employees who are assigned to work with, near, or around inmates/parolees shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by CDCR.

Contractors and their employees who have any contact (physical or nonphysical) with inmates/parolees, shall be required to furnish to the CDCR Program/Institution Contract Manager, at no cost to CDCR, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

***The following provisions apply to services provided on departmental and/or institution grounds:***

**28. Blood borne Pathogens**

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

**29. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards**

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates or wards:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, wards, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697; WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

- f. Encouraging and/or assisting prison inmates to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CCR, Title 15, sections 4681 and 4710; WIC Section 1001.5.

- g. It is illegal to give or take letters from inmates or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383, 4002.5 and 4696.

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174 (b) (1) and 4696.

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177 and 4700(a)(1).

### **30. Clothing Restrictions**

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

### **31. Tobacco-Free Environment**

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

### **32. Prison Rape Elimination Policy**

CDCR maintains a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim.

All Contractors and their employees are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

If you are providing services for the confinement of our inmates, you and your staff are required to adopt and comply with the PREA standards, 28 Code of Federal Regulations (CFR) Part 115 and with CDCR's Department Operations Manual, Chapter 5, Article 44, including updates to this policy. This will include CDCR staff and outside audit personnel (who also conduct PREA audits of state prisons) conducting audits to ensure compliance with the standards.

As a Contractor with CDCR, you shall not assign an employee to a CDCR facility or assign an employee to duties if that employee will have contact with CDCR inmates, if that employee has 1) engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); 2) been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or 3) has been civilly or administratively adjudicated to have engaged in the activity described in this section.

The Contractor shall conduct a criminal background records check for each contract employee who will have contact with CDCR inmates and retain the results for audit purposes. By signing this contract the Contractor agrees to ensure that all of the mandates of this Section 5: Prison Rape Elimination Policy are complied with. Material omissions, by

the contract employee, regarding such misconduct or the provision of materially false information, shall be grounds for removal from institutional grounds.

Contract employees, who have contact with inmates, shall be provided training via the Exhibit titled, "PRISON RAPE ELIMINATION POLICY, Volunteer/Contractor Informational Sheet" to learn their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. A copy of this signed informational sheet will be provided to the institution before a contract employee may have contact with inmates.

Any contract employee who appears to have engaged in sexual misconduct of an inmate shall be prohibited from contact with inmates and shall be subject to administrative and/or criminal investigation. Referral shall be made to the District Attorney unless the activity was clearly not criminal. Reportable information shall be sent to relevant licensing bodies.

### **33. Security Regulations**

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

**34. Gate Clearance**

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

**BUSINESS ASSOCIATES AGREEMENT (HIPAA)**

**Diagnostic Studies, Treatment Services and Temporary Detention**

WHEREAS, Provider, hereinafter referred to in this Exhibit as "Business Associate," acknowledges that the CDCR, hereinafter referred to in this Exhibit as "Covered Entity," has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder;

WHEREAS, Business Associate and Covered Entity acknowledge that the fulfillment of the Parties' obligations under this Service Agreement necessitates the exchange of, or access to, data including individual identifiable health information; and,

WHEREAS, the parties desire to comply with federal and California laws regarding the use and disclosure of individually identifiable health information, and in particular with the provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder,

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

**ARTICLE 1  
DEFINITIONS**

Terms used, but not otherwise defined, in this Exhibit shall have the meanings set forth below.

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of protected health information (PHI) or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party".)
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.501.
- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Any other terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in the Privacy Rule.



**ARTICLE 2**  
**CONFIDENTIALITY**

**2.1 Obligations and Activities of Business Associate.** Business Associate agrees as follows:

- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
- (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
- (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof. Business Associate shall be responsible for any and all costs (including the costs of Covered Entity) associated with mitigating or remedying any violation of this Agreement;
- (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
- (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
- (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity;
- (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Said documentation shall include, but not be limited to, the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Said documentation shall be made available to Covered Entity upon request.

- (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(h) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI. Such notice shall be made to Covered Entity by telephone as soon as Business Associate becomes aware of the unauthorized attempt, and this telephone notification shall be followed within two (2) calendar days of the discovery of the unauthorized attempt by a written report to Covered Entity from Business Associate. Business Associate shall, at the same time, report to Covered Entity any remedial action taken, or proposed to be taken, with respect to such unauthorized attempt. Covered Entity shall have the discretion to determine whether or not any such remedial action is sufficient, and all such remedial action shall be at Business Associate's expense.
- (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc.) against unauthorized physical access during use, storage, transportation, disposition and /or destruction.
- (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.
- (m) to implement, use and monitor its compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall provide Covered Entity with evidence of such safeguards upon Covered Entity's request. Covered Entity has the right to determine, in its sole discretion, whether such safeguards are appropriate, and to require any additional safeguards it deems necessary.
- (n) In the event that Business Associate is served with legal process (e.g. a subpoena) or request from a governmental agency (e.g. the Secretary) that potentially could require the disclosure of PHI, Business Associate shall provide prompt (i.e., within twenty-four (24) hours) written notice of such legal process (including a copy of the legal process served) to the designated person at the Covered Entity. In addition, Business Associate shall not disclose the PHI without the consent of Covered Entity unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.
- (o) to submit to periodic audits by Covered Entity verifying Business Associate's compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement, as well as compliance with the terms and conditions pursuant to this Agreement and compliance with state and federal laws and regulations. Audit review may be undertaken directly by the Covered Entity or by third parties.

engaged by the Covered Entity. Business Associate shall cooperate fully with Covered Entity or any such third party in connection with such audits.

2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under this Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

### ARTICLE 3 SECURITY

#### 3.1 Government Healthcare Program Representations.

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees have not been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

#### 3.2 Security Procedures:

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;
- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;

- (f) Implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

#### ARTICLE 4 EXCHANGE OF STANDARD TRANSMISSIONS

4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,

- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
- (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
- (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
- (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.

4.2 Incorporation of Modifications to HHS Transaction Standards.

Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.

4.3 Code Set Retention.

If applicable, both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever ever is longer.

4.4 Business Associate Obligations.

- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
- (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
- (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.

- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.
- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.
- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

#### 4.5 Confidential And Proprietary Information

##### (a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall not use for its own commercial purpose or any other purpose, Covered Entity's



proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

**ARTICLE 5  
MISCELLANEOUS**

**5.1 Indemnification.**

Business Associate shall indemnify, defend, and save harmless the State, CDCR, and CDCR's officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including, but not limited to, attorneys' fees) arising out of or due to a breach of the terms of this Exhibit to the Service Agreement, and arising out of Business Associate's acts or omissions in regard to the terms of this Exhibit to the Service Agreement. The foregoing indemnity is in addition to any other save harmless or indemnification set forth in this entire Agreement.

**5.2 Term and Termination.**

(a) **Term.** The Term of this Agreement shall be effective as of the first date of commencement of services under this entire agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) **Termination for Cause.** Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; (ii) permit Business Associate to cure the breach; (iii) report the violation to the Secretary; and/or (iv) require Business Associate to take such other action as Covered Entity may request, at Business Associate's expense.

Covered Entity's remedies under this paragraph shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If Covered Entity elects to terminate the Agreement pursuant to a breach of terms and conditions of this Exhibit, Covered Entity shall be relieved of any further obligations under the entire Agreement, and shall be immediately entitled to a refund of any amounts prepaid from the date of the termination through the end of the payment period, on a pro rata basis.

The foregoing termination language is in addition to any other termination language set forth in the entire agreement.

(c) **Effect of Termination.**

(i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity

notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3 Disputes.

HIPAA Appeal Procedures

CDCR has established and shall maintain an appeal procedure in accordance with CDCR Department Operations Manual, Section 22040.16. Business Associate agrees that disputes arising under the terms of this Exhibit shall be resolved in accordance with the following:

1. Verbal Appeal

Business Associate and CDCR's Privacy Officer, shall first attempt to resolve the problem by informal discussion. Business Associate agrees that CDCR's Division of Correctional Health Care Services shall be used as a resource in solving potential disputes.

2. Informal Appeal

If the issue is not resolved at the verbal appeal level, Business Associate shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority or other basis for Business Associate's position, supporting evidence, and remedy sought, with the CDCR Chief, Licensing and Information Systems, and provide a photocopy to the CDCR Assistant Deputy Director, Office of Business Services. The CDCR Chief, Licensing and Information Systems, shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached.

3. Formal Appeal

Should Business Associate disagree with the informal appeal decision, Business Associate shall submit, within ten (10) working days after Business Associate's receipt of the decision of the informal appeal, to the CDCR Deputy Director, Division of Correctional Health Care Services, and a photo copy to the CDCR, Assistant Deputy Director, Office of Business Services, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of CDCR's response. The CDCR Deputy Director, Division of Correctional Health Care Services, or his/her designee may meet with Business Associate to review the issues within twenty (20) working days of the receipt of Business Associate's notification and shall provide Business Associate with written notification of the decision within forty-five (45) working days from the receipt of the formal appeal.

The foregoing dispute process is solely for the purpose of disputes arising from the terms and conditions of this Exhibit. Disputes in relation to the scope of work and other terms and conditions shall be in accordance with any other dispute language set forth in the entire Agreement.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use of disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this Exhibit shall be in writing and signed by both parties through a formal amendment to the entire agreement.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.5, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

5.10 Third Party Beneficiary.

Unless otherwise set forth herein, nothing contained herein is intended, nor shall it be construed, to create rights running of the benefit of third parties.

5.11 Notices

Any HIPAA related notice required hereunder shall be deemed to be sufficient if mailed to the parties at the addresses below. In order to avoid unreasonable delay in the provision of the services to be rendered pursuant to this Agreement, Business Associate and Covered Entity shall each designate a specific "HIPAA" representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

Business Associate:

Christopher Hansen  
Chief Probation Officer  
475 Union Avenue  
Fairfield, CA 94533-6319

Telephone: (707) 784-4803  
Facsimile: (707) 784-7868

Covered Entity:

California Department of Corrections and Rehabilitation  
Privacy Officer  
HIPAA Compliance Unit  
Division of Correctional Health Care Services  
P.O. Box 942883  
Sacramento, CA 94283-0001

Telephone: (916) 327-1842  
Facsimile: (916) 327-0545

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION  
PRISON RAPE ELIMINATION POLICY  
Volunteer/Contractor Informational Sheet

The Prison Rape Elimination Policy for the California Department of Corrections and Rehabilitation (CDCR) is explained on this informational sheet. As a volunteer or private contractor who has contact with CDCR offenders, it is your responsibility to do what you can, within the parameters of your current assignment, to reduce incidents of sexual violence, staff sexual misconduct, and sexual harassment and to report information appropriately when they are reported to you or when you observe such an incident.

Historical Information

Both the Congress and State Legislature passed laws, the Federal Prison Rape Elimination Act (PREA) of 2003, the Sexual Abuse in Detention Elimination Act, Chapter 303, Statutes of 2005, and most recently the United States, Department of Justice Final Rule; National Standards of 2012 to help prevent, detect and respond to sexual violence, staff sexual misconduct and sexual harassment behind bars. It is important that we, as professionals, understand all aspects of these laws and our responsibilities to help prevent, detect, and respond to instances by offenders and staff.

The CDCR policy is found in Department Operations Manual (DOM), Chapter 5, Article 44. PREA addresses five types of sexual offenses. Sexual violence committed by offenders will encompass: Abusive Sexual Contact, Nonconsensual Sex Acts, or Sexual Harassment by an Offender (towards an offender). The two remaining types of sexual offenses covered by PREA are Staff Sexual Misconduct and Staff Sexual Harassment (towards an offender).

CDCR's policy provides for the following:

- CDCR is committed to continuing to provide a safe, humane, secure environment, free from offender on offender sexual violence, staff sexual misconduct, and sexual harassment.
- CDCR maintains zero tolerance for sexual violence, staff sexual misconduct, and sexual harassment in its institutions, community correctional facilities, conservation camps, and for all offenders under its jurisdiction.
- All sexual violence, staff sexual misconduct, and sexual harassment is strictly prohibited.
- This policy applies to all offenders and persons employed by the CDCR, including volunteers and independent contractors assigned to an institution, community correctional facility, conservation camp, or parole.

Retaliatory measures against employees or offenders who report incidents of sexual violence, staff sexual misconduct, or sexual harassment as well as retaliatory measures taken against those who cooperate with investigations shall not be tolerated and shall result in disciplinary action and/or criminal prosecution.

Retaliatory measures include, but are not limited to:

- Coercion.
- Threats of punishment.
- Any other activities intended to discourage or prevent staff or offenders from reporting incident(s).

### Professional Behavior

Staff, including volunteers and private contractors are expected to act in a professional manner while on the grounds of a CDCR institution and while interacting with other staff and offenders. Key elements of professional behavior include:

- Treating everyone, staff and offenders alike, with respect
- Speaking without judging, blaming, or being demeaning
- Listening to others with an objective ear and trying to understand their point of view
- Avoiding gossip, name calling, and what may be perceived as offensive or "off-color" humor
- Taking responsibility for your own behavior

### Preventative Measures

You can help reduce sexual violence, staff sexual misconduct, and sexual harassment by taking various actions during the performance of your duties as a volunteer or private contractor.

The following are ways in which you can help:

- Know and enforce the rules regarding the sexual conduct of offenders.
- Be professional at all times.
- Make it clear that sexual activity is not acceptable.
- Treat any suggestion or allegation of sexual violence, staff sexual misconduct, and sexual harassment as serious.
- Follow appropriate reporting procedures and assure that the alleged victim is separated from the alleged predator.
- Never advise an offender to use force to repel sexual advances.

### Detection

All staff, including volunteers and private contractors, is responsible for reporting immediately and confidentially to the appropriate supervisor any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

After immediately reporting to the appropriate supervisor, you are required to document the information you reported. You will be instructed by the supervisor regarding the appropriate form to be used for documentation.

You will take necessary action (i.e., give direction or press your alarm) to prevent further harm to the victim.

*I have read the information above and understand my responsibility to immediately report any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.*

\_\_\_\_\_  
Volunteer/Contractor Name (Printed)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Volunteer/Contractor

\_\_\_\_\_  
Current Assignment within Institution

\_\_\_\_\_  
Contact Telephone Number

\_\_\_\_\_  
Supervisor in Current Assignment



# Solano County

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## Agenda Submittal

<b>Agenda #:</b>	12	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Appointment	<b>Department:</b>	Board of Supervisors
<b>File #:</b>	18-607	<b>Contact:</b>	Erin Hannigan, 553-5363
<b>Agenda date:</b>	09/11/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve the appointment of Leneshia Anderson to the First 5 Solano Children and Families Commission, representing District 1, for a term to expire June 13, 2021		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 1		
<b>Attachments:</b>			

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 Erin Hannigan requests that the Board of Supervisors approve the appointment of Leneshia Anderson to serve on the First 5 Solano Children and Families Commission, representing District 1, for a term to expire on June 13, 2021.

### SUMMARY:

In 1998, the voters of California approved Proposition 10, the Children and Families First Initiative. This proposition imposes a surcharge on the sale of tobacco products, with the funds collected by the State. The State then distributes these funds, with 20% going to the California Children and Families Commission and the remaining 80% going to the 58 counties. These county allocations are designed to support the work of local County Commissions, with the amount of funds based on the number of live births in the county.

The First 5 Solano Children and Families Commission was established by an ordinance passed by the Solano County Board of Supervisors on June 8, 1999. The ordinance defined the number of commissioners as nine, the maximum allowed under Proposition 10, and also mandated that the local commissions include a member of the Board of Supervisors and two representatives of the County Health and Social Services Departments. The remaining members of the commission come from specific categories, including recipients of project services included in the county strategic plan, educators specializing in early childhood development, representatives of a local child care resource or referral agency or a local child care coordinating group, representatives of a local organization for prevention or early intervention for families at risk, representatives of community-based organizations that have the goal of promoting nurturing and early childhood development, representatives of local school districts, and representatives of local medical, pediatric, or obstetric associations or societies.

With the expiration of the term of Marisela Barbosa on June 5, 2018, there is a vacant commission seat for District 1. Supervisor Hannigan is recommending that Leneshia Anderson be appointed to fill this vacancy.



Lenesha Anderson is currently a Health/Nutrition Coordinator at Child Start Inc. She has a B.S. in legal studies and working with children for over 6 years continues to heighten her passion while having purpose.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



# Solano County

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## Agenda Submittal

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<b>Agenda #:</b>	13	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Appointment	<b>Department:</b>	Board of Supervisors
<b>File #:</b>	18-634	<b>Contact:</b>	Erin Hannigan, 553-5363
<b>Agenda date:</b>	09/11/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve the appointment of Olivia Ruiz to the Solano Commission for Women and Girls, representing District 1, for a term length to be determined at the first meeting of the Solano Commission for Women and Girls		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 1		
<b>Attachments:</b>			

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

### **DEPARTMENTAL RECOMMENDATION:**

Supervisor Hannigan requests that the Board approve the appointment of Olivia Ruiz to the Solano Commission for Women and Girls, representing District 1, for a term length to be determined at the first meeting of the Solano Commission for Women and Girls.

### **SUMMARY:**

In April of 2018, the Board of Supervisor's recognized the importance of enabling women to have greater equality in the areas of housing, education, employment, community services and related activities. It was resolved that each Board of Supervisor appoint one Commissioner to represent each of the five supervisorial districts in the County.

Olivia Ruiz is a resident of Vallejo and in District one. She is a Senior Accountant in Wastewater Industry at the Fairfield-Suisun Sewer District. She has experience in finance/accounting, government services, non-profits and human resources. She is the current President and board member for Solano Family and Children's Services, graduated from the Fairfield-Suisun Leadership Program and would like to bring awareness of the career opportunities available to women and girls.

### **CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



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## Agenda Submittal

<b>Agenda #:</b>	14	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Appointment	<b>Department:</b>	Board of Supervisors
<b>File #:</b>	18-624	<b>Contact:</b>	Jim Spering, 784-6136
<b>Agenda date:</b>	09/11/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve the appointment of Stephanie Beardsley to the Solano Commission for Women and Girls, representing District 3, for a term length to be determined at the first meeting of the Solano Commission for Women and Girls		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 3		
<b>Attachments:</b>			

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 that the Board approve the appointment of Stephanie Beardsley to the Solano Commission for Women and Girls, representing District 3, for a term length to be determined at the first meeting of the Solano Commission for Women and Girls.

### **SUMMARY:**

Stephanie Beardsley is a resident of Fairfield. She retired from a career as a University Student Service Manager several years ago and now focuses her time on working with local non-profits, including the Fairfield PAL Center and Soroptimist. Her focus is on increasing access for girls to quality education and resources to be able to break out of the cycle of poverty and lack of opportunity.

### **FINANCIAL IMPACT:**

There is no financial impact associated with this appointment. The costs associated with preparing the agenda item are nominal and absorbed by District 3's FY2018/19 Adopted Budget.

### **ALTERNATIVES:**

The Board can choose not to appoint Stephanie Beardsley to the Solano Commission for Women and Girls. This is not recommended as Ms. Beardsley is qualified and has a desire to serve in this capacity.

### **CAO RECOMMENDATION:**

## APPROVE DEPARTMENTAL RECOMMENDATION



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## Agenda Submittal

<b>Agenda #:</b>	15	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Appointment	<b>Department:</b>	Board of Supervisors
<b>File #:</b>	18-616	<b>Contact:</b>	John M. Vasquez, 784-6129
<b>Agenda date:</b>	09/11/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve the appointment of Jennifer Hamilton to the Solano Commission for Women and Girls, representing District 4, for a term to be determined at the first meeting of the Solano Commission for Women and Girls		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 4		
<b>Attachments:</b>			

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

### **DEPARTMENTAL RECOMMENDATION:**

Chair Vasquez requests that the Board of Supervisors approve the appointment of Jennifer Hamilton to the Solano Commission for Women and Girls, representing District 4, for a term to be determined at the first meeting of the Solano Commission for Women and Girls.

### **SUMMARY/DISCUSSION:**

Recognizing the importance of enabling women to have greater equality in the areas of housing, education, employment, community services and related activities, the Board of Supervisors approved the establishment of the Solano Commission for Women and Girls on April 24, 2018. The commission is designed to provide community education and advisement to the Board of Supervisors and other entities regarding the changing social and economic conditions of women and girls in the county.

The first meeting of the appointed commissioners will be held October 17, 2018.

### **FINANCIAL IMPACT:**

The cost associated with preparing this agenda item is nominal and absorbed within the District 4 FY2018/19 Adopted Budget.

### **ALTERNATIVES:**

The Board could choose not to approve this appointment, however, that is not recommended as the applicant is well-suited to the position and is Chair Vasquez's choice for the District 4 seat on the commission.

### **CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



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## Agenda Submittal

<b>Agenda #:</b>	16	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Appointment	<b>Department:</b>	Board of Supervisors
<b>File #:</b>	18-608	<b>Contact:</b>	Skip Thomson, 784-6131
<b>Agenda date:</b>	09/11/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve the appointment of Laura Petty to the Solano Commission for Women and Girls, representing District 5, for a term length to be determined at the first meeting of the Solano Commission for Women and Girls		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 5		
<b>Attachments:</b>	A - Resume		

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

### **DEPARTMENTAL RECOMMENDATION:**

Supervisor Skip Thomson requests that the Board approve the appointment of Laura Petty to the Solano Commission for Women and Girls, representing District 5, for a term length to be determined at the first meeting of the Solano Commission for Women and Girls.

### **SUMMARY:**

Laura Petty is a longtime public servant and attorney that has served Solano County and the City of Vacaville in many different capacities. She has served on The Vacaville Public Education Foundation Board of Directors, Vacaville Chamber of Commerce Board of Directors, Solano County Bar Association Board of Directors, Solano County Barristers, and the Vacaville Unified School District's Measures A Citizens' Oversight Committee. Laura's goal on the Solano County Commission for Women and Girls is to expand services and opportunities for women and girls in our community by ensuring that our schools, government, and local nonprofits have resources and knowledge to provide meaningful, useful, and equal services to them.

### **CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

## **LAURA M. PETTY**

**Criminal Law Specialist, Certified by the State Bar of Cal. Board of Legal Specialization**

The Law Office of Laura Petty

711 Jefferson Street, Suite 101, Fairfield, CA 94533

Telephone: 707.759.2588

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## **EMPLOYMENT**

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### **The Law Office of Laura Petty**

**March 2017-Present**

Offices in Vacaville and Fairfield, CA

**March 2007-July 2010**

Solo practitioner handling all levels of criminal, juvenile delinquency and juvenile dependency cases. Advocate on behalf of adults and juveniles charged with felony and misdemeanor crimes, including special circumstance homicide, "three strikes," serious and violent felonies, and state prison cases; represent juveniles in juvenile court and those charged in adult court; conduct all stages of trial court representation, as well as appeals and writs; emphasis on representation of indigent clients.

### **Petty & Warshawsky, Attorneys at Law**

**July 2010-March 2017**

Partner in criminal and juvenile defense private law firm. Represented adults and juveniles at all levels of criminal and juvenile cases, up to and including murder; represented juveniles and parents in juvenile dependency proceedings; handled all stages of proceedings, from arraignment through trial.

### **Golden Gate University School of Law**

**Jan. 2007 to Dec. 2008**

Adjunct Professor of Writing and Research

Worked closely with small groups of first year law students, teaching legal research and writing skills, including research assignments, legal memoranda, and oral argument.

### **Deputy Public Defender V, Siskiyou County Public Defender's Office**

**Oct. 2005 to March 2007**

Engaged in court appointed trial level representation of indigent criminal defendants. Assigned serious felony caseload, including homicide and attempted homicide cases, high profile and politically sensitive felony cases. Conducted all stages of trial court representation, including trials and pretrial writ petitions.

### **Deputy Public Defender IV, Solano County Public Defender's Office**

**Jan. 2000 to Sept. 2005**

Engaged in trial level representation of indigent criminal defendants. Duties included "three strike" serious felonies, homicides, and other serious/violent felonies. Also represented juveniles in delinquency proceedings and juveniles charged in adult court. Conducted all stages of trial court representation, including trial, sentencing, and pretrial writ petitions.

### **Deputy Public Defender I (Temp), Sonoma Co. Public Defender's Office**

**Sept. 1999-Jan. 2000**

Represented indigent adult criminal defendants in misdemeanor cases through trial and sentencing.

### **Deputy Public Defender I (Temp), Solano County Public Defender's Office**

**Sept. 1998-Sept. 1999**

Represented indigent adult criminal defendants in misdemeanor cases through trial and sentencing.

### **Legal Research Attorney, San Francisco Superior Court**

**Sept. 1996-Sept. 1998**

Served as limited term research attorney for judges of the San Francisco Superior Court. Researched and

drafted confidential memoranda to judges analyzing pleadings and motions, including discovery, sanctions, summary judgment and others. Drafted rulings, orders, and opinions. Invited by judges to serve a second one-year term supervising other research attorneys.

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## EDUCATION

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<b>Juris Doctor</b> , Golden Gate University School of Law, San Francisco Graduated Valedictorian of Class, Received J. Lani Bader Award for Academic Excellence Officer of Public Interest Law Foundation Studied Abroad in Prague, Czech Republic, Summer 1994 Internships with: Consumers Union, Prison Law Office, California Supreme Court Volunteer for: Project Open Hand delivering meals to home bound AIDS/HIV patients	<b>June 1996</b>
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<b>Bachelor of Arts</b> , Double Major–Politics and Women’s Studies Graduated with Highest Honors Volunteer for: Friends Outside providing services to inmates incarcerated in Santa Cruz jail	<b>June 1993</b>
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## DIRECTORSHIPS AND RECOGNITION

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Chairperson, Solano County Barristers, Criminal Law Section of Solano County Bar Assoc.	2009-2017
President, Solano County Bar Association	2016
Board Member, Solano County Bar Association	2011-2017
Board Member, Vacaville Public Education Foundation	2011-2013
Board Member, Vacaville Chamber of Commerce	2011-2013
Congressman John Garamendi Woman of the Year	2016
Lawyers of Distinction, Criminal Defense Top 10%	2014-present
National Trial Lawyers’ Top 100 Trial Lawyers, Criminal Defense	2014-present

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## ASSOCIATIONS

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Member, State Bar of California	1996-present
Certified Specialist, State Bar of Cal., Bd. of Legal Specialization	2013-present
Member, National Association of Criminal Defense Lawyers	2015-present
Member, Solano County Bar Association	2007-present
Member, Siskiyou County Bar Association	2005-present
Member, California Public Defenders’ Association	2000-present
Member, California Attorneys for Criminal Justice	2000-present
Member, Vacaville Unified School District, Measure A Citizens’ Oversight Committee	2015-present
Member, California Women Lawyers	2015-present
Graduate, Leadership Vacaville	2011





# Solano County

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## Agenda Submittal

<b>Agenda #:</b>	17	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Appointment	<b>Department:</b>	County Administrator
<b>File #:</b>	18-644	<b>Contact:</b>	Birgitta E. Corsello, 784-6100
<b>Agenda date:</b>	09/11/2018	<b>Final Action:</b>	
<b>Title:</b>	Affirm the appointment of Chair John Vasquez as primary representative and Supervisor Skip Thomson as the alternate representative to the Delta Counties Coalition, representing Solano County		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>			

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

### **DEPARTMENTAL RECOMMENDATION:**

Staff recommends the Board of Supervisors affirm the appointment of Chair John Vasquez as primary representative and Supervisor Skip Thomson as the alternate representative to the Delta Counties Coalition, representing Solano County.

### **SUMMARY/DISCUSSION:**

On January 9, 2018 the Board of Supervisors approved its annual Boards and Committee appointments which included the reappointment of Supervisor Skip Thomson as the primary representative and Chair John Vasquez as the alternate representative to the Delta Counties Coalition. Both board members have served in this capacity for several years.

At the August 28, 2018 Board meeting, Supervisor Thomson announced that he was under an ex parte prohibition communication order as a result of his membership on the Delta Stewardship Council and could not participate in any discussions nor receive any information regarding the California Water Fix project while under the prohibition. To avoid any potential conflicts of interest during the prohibition period, he requested that Chair Vasquez assume the role of primary representative to the Delta Counties Coalition at this time, which establishes an ethical wall between the supervisors and precludes the sharing of information between them.

Staff recommends the Board of Supervisors affirm the appointment of Chair Vasquez as primary representative and Supervisor Thomson as the alternate representative to the Delta Counties Coalition, representing Solano County.

### **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 may choose to appoint different board members to serve as the primary and alternate representatives. However, this is not recommended as Chair Vasquez and Supervisor Thomson have been serving as the County's representatives to the Delta Counties Coalition for some time and are familiar with the requirements of the positions.

**OTHER AGENCY INVOLVEMENT**

None.

**CAO RECOMMENDATION**

APPROVE DEPARTMENTAL RECOMMENDATION



# Solano County

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## Agenda Submittal

<b>Agenda #:</b>	18	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Appointment	<b>Department:</b>	Health and Social Services
<b>File #:</b>	18-627	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	09/11/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve the appointment of Tonya Nowakowski, Assistant Director of Health and Social Services, as the Solano County representative to Housing First Solano Continuum of Care		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>			

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 Health and Social Services Department recommends the Board of Supervisors approve the appointment of Tonya Nowakowski, Assistant Director of Health and Social Services, as the Solano County representative to Housing First Solano Continuum of Care.

### **SUMMARY/DISCUSSION:**

Housing First Solano Continuum of Care (CoC) is the regional Continuum of Care for Solano County and is the regional planning body of representative stakeholders in Solano County that coordinates the community's policies, strategies and activities toward preventing and ending homelessness.

On March 7, 2017, the Board appointed Tonya Nowakowski as the primary County representative to the Community Action Partnership (CAP) Solano Joint Powers Authority (JPA). CAP Solano JPA works together with each of the seven cities on reducing homelessness and providing basic safety net services. The CAP Solano JPA is the collaborative applicant for federal Housing and Urban Development (HUD) funds allocated through Housing First Solano CoC, the Homeless Management Information Systems (HMIS) lead agency, and the recipient of the County's Community Service Block Grant funds (CSBG) from the State of California.

As the County representative to CAP Solano JPA and the Assistant Director of Health and Social Services, Tonya Nowakowski is well informed on the various homeless outreach and housing efforts throughout the County.

### **FINANCIAL IMPACT:**

The costs associated with preparing the agenda item are nominal and absorbed by the Department's FY2018/19 Adopted Budget. There is no additional impact to the County General Fund with the recommended appointment.

**ALTERNATIVES:**

The Board may choose not to approve the appointment. This is not recommended as the appointment transfers primary coordination of the Housing First Solano Continuum of Care efforts to the primary appointee for CAP Solano JPA and allows for informed and consistent County representation by the County staff most involved in the provision of homeless and safety net services.

**OTHER AGENCY INVOLVEMENT:**

The County Administrator's Office participated in the development of the staff report.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



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## Agenda Submittal

**Agenda #:** 19  
**Type:** Miscellaneous  
**File #:** 18-623  
**Agenda date:** 09/11/2018  
**Status:** Regular Calendar  
**Department:** East Vallejo Fire Protection District  
**Contact:** Magen Yambao 784 1969  
**Final Action:**  
**Title:** Conduct Quarterly Meeting of the East Vallejo Fire Protection District Board of Directors; and Receive a presentation from the Vallejo Deputy Fire Chief on the fire protection services being provided to the East Vallejo Fire Protection District  
**Governing body:** Board of Supervisors  
**District:** All  
**Attachments:**

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

### **DEPARTMENTAL RECOMMENDATION:**

It is recommended that the Quarterly Meeting of the East Vallejo Fire Protection District be held and that the Board of Directors receive a presentation from the Vallejo Deputy Fire Chief on the fire protection services being provided to the East Vallejo Fire Protection District.

### **SUMMARY:**

Regular quarterly meetings are required by the Fire Protection District Law of 1987 which governs the operation of the District. County Resolution No. 2007-147 establishes that the Board of Directors shall meet in March, June, September and December of each year on the first Tuesday meeting of the Board of Supervisors. Included in today's report is an update from Vallejo Deputy Fire Chief Mark Sharpe on the status of the fire protection services being provided to the District.

### **FINANCIAL IMPACT:**

There is no cost to the County General Fund or any other fund associated with preparing the information provided in this report or with conducting this quarterly meeting. The EVFPD secures its fire protection services through an agreement with the City of Vallejo which is funded by property tax revenue collected from within the District boundaries.

The Board of Supervisors receives no compensation for sitting as the Board of Directors of the East Vallejo Fire Protection District.

### **DISCUSSION:**

Agreement for Contractual Services EVFPD and City of Vallejo

The EVFPD has an agreement with the City of Vallejo (City) to provide fire protection services to the District. The current agreement was entered into in 1995 and has been extended several times with the most recent amendment being approved by the Board of Directors in May 2002. The agreement focuses on the need for fire protection services for the area covered by the EVFPD due to the "lack of sufficient funds to adequately equip, staff and operate full fire protection service at the levels required for health and safety within the boundaries of the District." The agreement goes on to define the fire protection services, "which shall be the same priorities, level and responsiveness of services as are provided within the city limits for services." The City is compensated with all EVFPD revenues and income less a property tax administration fee and other minimal administration costs incurred by County staff to the District.

#### Presentation on Fire Protection Services Provided

Vallejo Deputy Fire Chief Mark Sharpe will provide an overview of the fire protection services being provided to the District. The focus of the update is about the fire and emergency medical service calls to the district and weed abatement. The EVFPD contract lists the services that are to be provided by the City under the agreement to be at the same level as that provided to the rest of the City. Those services listed include - plan review, fire investigation, disaster preparedness, fire inspection, weed abatement, prefire planning administration, complaint handling, fire prevention, fire training/public education, fire suppression and emergency medical services.

#### ALTERNATIVES:

The Board could choose not to hold their regular quarterly meeting. However, this is not recommended as the regular quarterly meetings are required by the Fire Protection District Law of 1987 which governs the operation of the District and County Resolution No. 2007-147 establishes that the Board of Directors shall meet in March, June, September and December of each year on the first Tuesday meeting of the Board of Supervisors. The Board could choose not to receive an update from the City of Vallejo Deputy Fire Chief; however, this is not recommended as it provides an overview of the fire protection services being provided by the Vallejo Fire Department to the EVFPD.

#### OTHER AGENCY INVOLVEMENT:

The presentation was prepared by the City of Vallejo Fire Department staff.



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	20	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Report	<b>Department:</b>	County Administrator
<b>File #:</b>	18-626	<b>Contact:</b>	Birgitta Corsello 784-6100
<b>Agenda date:</b>	09/11/2018	<b>Final Action:</b>	
<b>Title:</b>	Receive a presentation from the Food Bank of Contra Costa and Solano on the Hunger Study 2018		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Hunger Study 2018, B - Presentation		

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 County Administrator's Office recommends the Board of Supervisors receive a presentation from the Food Bank of Contra Costa and Solano on the Hunger Study 2018.

### **SUMMARY/DISCUSSION:**

The Food Bank of Contra Costa and Solano collaborated with Saint Mary's College to develop the Hunger Study 2018. The goal of the project was to gather information about Food Bank recipients in order to identify areas of focus for the future. The Food Bank is sharing the study results with staff, partners, elected officials, funders, and the public.

### **FINANCIAL IMPACT:**

The costs associated with preparing the staff report are included in the County Administrator's Office FY2018/19 Adopted Budget. For FY2018/19, the County contributed \$50,000 to the Food Bank of Contra Costa and Solano. There is no additional cost.

### **ALTERNATIVES:**

The Board could choose not to receive the presentation; however, the presentation offers the opportunity to hear what steps the Food Bank will take moving forward as a result of the study.

### **OTHER AGENCY INVOLVEMENT:**

The Food Bank of Contra Costa and Solano participated in the development of the staff report.

### **CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



# STATE OF HUNGER



Hunger Study  
2018

# STATE OF HUNGER



There is a significant low-income population within the wealthy counties of Contra Costa and Solano. Despite an improving economy, 11.4% of the population in the two-county area – almost 180,000 people – live below the federal poverty line. After factoring in the high cost of living, especially housing, the poverty level may be as high as 17%. This translates to 275,000 people at risk of going hungry.

An astonishing 1 in 8 people in the two counties - about 180,000 individuals - turn to the Food Bank of Contra Costa and Solano each month. Of those surveyed, 64% of households have seniors, children or both. Even more staggering, 29% rely on us for at least half of their food.

The Food Bank collaborated with Saint Mary's College to develop the Hunger Study 2018. The goal of this project was to determine **who** our recipients are, **how** we are currently serving them, **why** people need the Food Bank's assistance and **what** we should focus on moving forward. Research results will influence our programs and services and will be shared with the Food Bank staff, partners, elected officials, funders and the public.

A handwritten signature in black ink, appearing to read 'Larry Sly'.

Larry Sly  
Executive Director

29% of those surveyed rely on us  
for at least half of their food.

"It's been hard getting on my feet after tough times, especially with a little one. I'm trying to build my family a sustainable and healthy future by going to school full-time, and trying to stay afloat by working at the same time as well. It's a daily struggle to find a balance, and weekly trips to the food pantry are the only thing that give me security that I won't run out of food before my next paycheck comes."

-Mary, Vallejo





# WHY THE NEED IS HIGH

While the issues faced by the low-income households of this two-county region echo the problems faced nationwide, a few distinct trends emerged, specifically around housing. Housing costs are high in California, but are especially high for the San Francisco Bay Area.

## HIGH COST OF LIVING

The majority of respondents making \$25,000 or less spent more than 50% of their income on housing, classifying them as 'severely cost burdened'. This is higher than both state and national estimates of low-income households' housing burden. This could explain in part why 47% of households surveyed consisted of multigenerational family members, adult family members cohabiting, or non-related adults cohabiting.

## INCOME & EMPLOYMENT

The myth that most people receiving food assistance choose not to work is simply untrue:

- 78% of household members that are old enough to work are either working, actively looking for work, or would not be expected to work due to age, disability, or because they are taking care of another family member.
- 31% are under employed and working 20 hours or less (and often these part-time positions don't include benefits).
- 30% of those looking for work reported actively seeking employment for over a year.
- 24% of respondents have disabled or senior household member living on Supplemental Security Income (SSI) benefits. In California, SSI recipients don't qualify for CalFresh nutrition assistance even though their incomes are below 90% of the Federal Poverty Line.

**92%** have a total household income of less than \$35,000 a year.

**It takes an annual income of \$76,500 for a family of four to make ends meet in California.**

# MAKING HARD CHOICES

In an ideal world, everyone's income would provide what they need to cover expenses. The reality is that people who turn to the Food Bank run out of money before they can pay all of their bills, leaving them to make no-win decisions.

The people we feed are either not able to buy enough food, or they purchase lower-quality food because it costs less—that is, if they can afford groceries at all.



**OR**

**62%**

chose to pay  
for utilities



**61%**

chose to pay for  
transportation



**33%**

chose to pay for  
medicine/medical care



**55%**

chose to pay for  
rent or mortgage

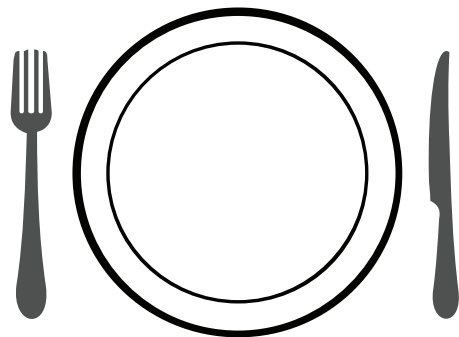


"With the high cost of living in this area, even though I'm working 40 hours a week with my husband, we have to make a decision to pay PG&E or feed our daughter."

-Theresa, Bay Point

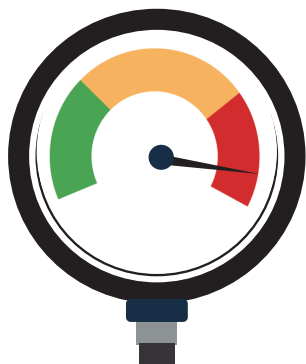
# HUNGER AND HEALTH

It has been repeatedly shown that health improves and healthcare costs decline when people receive the nourishment their bodies require.

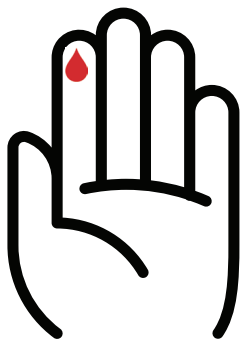


57% bought the cheapest food available every month because a healthier choice was more expensive.

23% ate less than they should, or skipped meals every month because they couldn't afford food.



**52%**  
had a household member with high blood pressure.



**37%**  
had a household member with diabetes.



**41%**  
had a household member with depression or anxiety.



"The price of produce is so expensive at the store, so the fruits and vegetables from the Food Bank are one of the best things that's ever happened to me. I'm diabetic, so it really helps."

- Jesse, disabled senior and veteran from Antioch

# NEXT STEPS

## TODAY

The Food Bank of Contra Costa and Solano is committed to providing food assistance that is **accessible, nutritious, and dignified**. While the state of hunger in our community is far too high, the Food Bank's services are making a real difference for families in need.

- The study reveals that the majority of participants eat healthier since receiving food assistance from the Food Bank and its partner agencies.
  - 71% of respondents said they eat more balanced meals.
  - 75% of respondents said they eat more fresh fruits and vegetables.
- Results indicate a high level of satisfaction among people who receive food from us and a strong intent to recommend the Food Bank and partners to someone needing food assistance.
  - The average service rating was 4.7 out of 5 (1 being poor and 5 being excellent).
  - The average likelihood to recommend Food Bank services was 4.9 out of 5 (1 being not likely and 5 being very likely).

## TOMORROW

Services provided by the Food Bank of Contra Costa and Solano are intended to be supplemental emergency assistance, but 76% of respondents reported relying on picking up free food every month. To address both the depth and persistence of this need, we will continue to improve the accessibility of our distributions and reduce the need for those services through partnerships, outreach, and advocacy.

- We will continue to provide exemplary customer service and work to improve the nutritional quality of the food we provide. Our goal is to increase distributions on college campuses and better integrate our services with health clinics and other community-based organizations.
- We will advocate to protect and strengthen CalFresh/SNAP and will increase access through outreach and application assistance.
- In coalition with our partners, we will support programs and policies that address the high cost of living by increasing income or reducing cost burdens.

For Mary, Theresa, Jesse and the thousands of others who depend on our services, the Food Bank will keep providing healthy food and advocating against food insecurity to reduce the state of hunger in our community.

# METHODOLOGY

This local hunger study involved administering 415 face-to-face client interviews (using iPads) in Contra Costa and Solano counties. It provided valuable insights about the people who receive food from the Food Bank of Contra Costa and Solano including information on demographics, housing, income and working status, health and use of Food Bank programs and services. Approximately 10% of eligible households were sampled from 47 sites (food pantries, soup kitchens and various Food Bank distribution sites). Data was collected between September 6 and November 17, 2017. The response rate was 71.9%.



Caitlin Powell, Ph.D. and John Gruenstein, Ph.D., faculty members of Saint Mary's College of California, brought decades of experience working on quantitative research studies to the Hunger Study.

Dr. Gruenstein is teaching a course he developed in *Wealth, Poverty, and Social Justice* at Saint Mary's College. The course focuses on some of the food insecurity issues that the Food Bank explored in the study.



Leading the fight to end hunger, in partnership with our community and in service of our neighbors in need.

The Food Bank of Contra Costa and Solano has been serving the community for over 40 years. We feed 1 in 8 people living in Contra Costa and Solano counties every month directly at community sites and through a network of 180 charitable agencies. Last year we distributed 22 million pounds of food – about 60% of which was fresh produce. The Food Bank works to reduce food waste, feed hungry people, and raise public awareness of issues related to food and hunger.

## SUPPORTERS

Funding was generously provided by the Dean and Margaret Lesher Foundation, the Y&H Soda Foundation and the John Muir/Mt. Diablo Community Health Fund. We are grateful for their leadership and support. We also thank the many volunteers who helped us conduct interviews for this study.





**[foodbankccs.org/hungerstudy](https://foodbankccs.org/hungerstudy)**







# **Food Bank of Contra Costa and Solano**

## **Hunger Study 2018**

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Presented to the Board of Supervisors  
on September 11, 2018

Presented by  
Carly Finkle, Policy and Advocacy Manager and  
Caitlin Sly, Programs Director, Food Bank of Contra  
Costa and Solano

# State of Hunger



**Hunger Study  
2018**

## Findings – Low Incomes and High Housing Costs



- **Incomes are too low:**  
**92% of households have a total income of less than \$35,000 a year**
- **Housing costs are too high:**  
**72% of respondents reported paying more than 50% of their income on housing**

## Findings – Tough Choices



OR

**62%**

chose to pay  
for utilities



**61%**

chose to pay for  
transportation



**55%**

chose to pay for  
rent or mortgage



**33%**

chose to pay for  
medicine/medical care

## Findings - Hunger and Health

- **52% had a household member with high blood pressure**
- **37% had a household member with diabetes**
- **41% had a household member with depression/anxiety**





# Questions?





# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	21	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Miscellaneous	<b>Department:</b>	County Administrator
<b>File #:</b>	18-631	<b>Contact:</b>	Birgitta Corsello, 784-6100 and Michele Harris, 784-1340
<b>Agenda date:</b>	09/11/2018	<b>Final Action:</b>	
<b>Title:</b>	Provide direction to staff regarding the distribution methodology and use for the one-time allocation of \$100,000 in non-County contributions for Family Resource Centers approved by the Board of Supervisors during its FY2018/19 Budget Hearings on June 19, 2018		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - FRC Funding, B - FRC Funding Proposal		

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

### **DEPARTMENTAL RECOMMENDATION:**

First 5 Solano and the County Administrator's Office recommend the Board of Supervisors provide direction to staff regarding the distribution methodology and use for the one-time allocation of \$100,000 in non-County contributions for Family Resource Centers approved by the Board of Supervisors during its FY2018/19 Budget Hearings on June 19, 2018.

### **SUMMARY/DISCUSSION:**

During the June 19, 2018 Board of Supervisors County Budget Hearings, the Board affirmed First 5 Solano's FY2018/19 Recommended Budget and focus on evidence-based programming. The Board also discussed the reduced First 5 Solano funding to Family Resource Centers (FRCs) that occurred when the majority of the FRCs did not pursue participation in First 5 Solano's new programs. After this discussion, the Board approved one-time bridge funding of \$100,000 for FRCs to be paid from one-time savings in General Fund obligation to the County Medical Services Program (CSMP) using the current formula distribution to FRCs already in place (Attachment A).

District 4 and District 5 have requested that the Board consider modifying the distribution methodology for the \$100,000 to one based on the percentage of the First 5 Solano funding decrease to each FRC between FY2017/18 and FY2018/19. In addition, the current use of the funding is for case management of families via the FRCs. Districts 4 and 5 are requesting the use of the funds shift from case management services to basic needs assistance with an allowance of up to 10% of the funds to be utilized for FRC overhead if needed (Attachment B).

Should the Board direct staff to utilize the funds for basic needs assistance, staff recommend distributing the funds via The Children's Network. The administrative capacity to accomplish this function is already in place through a General Fund contract with The Children's Network to coordinate the FRCs. In addition, The

Children's Network has an established application process for basic needs requests, the ability to issue funds in a timely manner, and regular accounting of the use of these funds as they are currently administering the Yocha Dehe Wintun Nation basic needs support grant.

**FINANCIAL IMPACT:**

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

**ALTERNATIVES:**

The Board could choose to maintain the distribution methodology and use approved during the budget hearings and the current distribution methodology for basic needs funding, adopt the changes requested by Districts 4 and 5, or identify and direct staff to utilize a different distribution methodology and funding use.

**OTHER AGENCY INVOLVEMENT:**

The County Administrative Office and Board of Supervisors District 4 and District 5 contributed to the preparation of the agenda item.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



**Family Resource Center Funding  
General Fund FY2018/19**

Attachment A

	<b>6-18 County Funding (GF and CTF)</b>	<b>% of FRC funding to each FRC</b>	<b>0-5 County Funding (GF)*</b>	<b>New Contract Amount</b>
<b>FRC Network</b>				
Benicia	42,214	9%	9,226	51,440
Dixon	24,409	5%	5,335	29,744
Fairfield-Suisun	133,626	29%	29,204	162,830
Rio Vista	43,513	10%	9,510	53,023
Vacaville	67,738	15%	14,804	82,542
Vallejo	146,054	32%	31,921	177,975
Children's Network-Coordination	95,783		-	95,783
<b>Total FRC Network Funding</b>	<b>553,337</b>	<b>457,554</b>	<b>100,000</b>	<b>653,337</b>

\*Motion at Budget hearings: Apportion \$100,000 to FRCs for 0-5 services based on the percentage of funding in their current contract.

**Family Resource Center Funding**  
**General Fund FY 18/19**

**FY2018/19**

	<b>6-18 County Funding (GF and CTF)</b>	<b>First 5 Family Support Funding</b>	<b>FY18/19 Total (w/o Triple P)</b>	<b>Contract reduction between FY17/18 and FY18/19</b>	<b>Percentage of reduction between FY17/18 and FY18/19</b>	<b>Percentage contract reduction x \$100,000</b>	<b>Total Proposed Family Support Allocation (General Fund, CTF &amp; First 5)</b>
<b>FRC Network</b>							
Benicia	42,214	-	42,214	(31,286)	7%	7,092	49,306
Dixon	24,409	-	24,409	(25,691)	6%	5,824	30,233
Fairfield-Suisun	133,626	-	133,626	(169,218)	38%	38,358	171,984
Rio Vista	43,513	50,000	93,513	N/A	N/A	N/A	93,513
Vacaville	67,738	-	67,738	(85,847)	19%	19,460	87,198
Vallejo	146,054	60,000	206,054	(129,111)	29%	29,267	235,321
Children's Network-Coordination	95,783		95,783				95,783
<b>Total FRC Network Funding</b>	<b>553,337</b>	<b>110,000</b>	<b>663,337</b>	<b>(441,153)</b>	<b>100%</b>	<b>100,000</b>	<b>763,337</b>

CTF - Children's Trust Fund

GF - General Fund

Triple P - Triple P Positive Parenting Program

**FY2017/18**

	<b>6-18 County Funding (GF and CTF)</b>	<b>0-5 Funding</b>	<b>Total 17/18</b>
<b>FRC Network</b>			
Benicia	35,800	37,700	73,500
Dixon	20,700	29,400	50,100
Fairfield-Suisun	113,323	189,521	302,844
Rio Vista	36,902	53,931	90,833
Vacaville	57,446	96,139	153,585
Vallejo	123,863	211,302	335,165
Children's Network-Coordination	105,782	-	105,782
<b>Total FRC Network Funding</b>	<b>493,816</b>	<b>617,993</b>	<b>1,111,809</b>



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	22	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	County Administrator
<b>File #:</b>	18-652	<b>Contact:</b>	Birgitta Corsello, 784-6100
<b>Agenda date:</b>	09/11/2018	<b>Final Action:</b>	
<b>Title:</b>	Consider adopting a resolution requesting designation as the Area Agency on Aging for PSA 28; Consider approving the final PSA 28 Application including the final Joint Exercise of Powers Agreement between Napa and Solano Counties; and Delegate authority to the County Administrator to execute contracts associated with the new Area Agency on Aging for PSA 28		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Resolution, B - Final Application		

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's Office recommends the Board of Supervisors consider adopting a resolution requesting designation as the Area Agency on Aging for PSA 28; Consider approving the final PSA 28 Application including the final Joint Exercise of Powers Agreement between Napa and Solano Counties; and Delegate authority to the County Administrator to execute contracts associated with the new Area Agency on Aging for PSA 28.

### **SUMMARY/DISCUSSION:**

On August 28, 2018, the Board of Supervisors authorized the submittal of the draft application, including the draft Joint Exercise of Powers Agreement between Napa and Solano Counties. On Friday, August 31, 2018, the California Department of Aging (CDA) reviewed the application package and requested that language requiring the Advisory Council to establish a regular meeting schedule as part of its bylaws be included (Attachment B, Exhibit F, Page 6). CDA did not request any other changes to the application package; however, they are requiring a Board of Supervisors resolution formally requesting PSA 28 designation by Napa and Solano Counties, with Solano County acting as the Administering Agency (Attachment A).

### **FINANCIAL IMPACT:**

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

### **ALTERNATIVES:**

The Board could choose not to adopt the resolution, approve the final PSA 28 application including the Joint Exercise of Powers Agreement between Napa and Solano Counties, or delegate authority to the County Administrator to execute contracts associated with the new Area Agency on Aging for PSA 28; however, the resolution and application are required in order to enter into a contract with the Department of Aging prior to September 30, 2018, the deadline for obligating federal funding. Delegating authority to the County Administrator to execute contracts will allow for expedited contracting of estimated supplemental funding for providers in both counties.

**OTHER AGENCY INVOLVEMENT:**

Napa County and the California Department of Aging were involved in the development of this agenda item.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2018 - \_\_\_\_\_

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS  
DIRECTING COUNTY STAFF TO APPLY FOR DESIGNATION FOR OPERATION OF  
AN AREA AGENCY ON AGING FOR PSA 28**

**Whereas**, Area Agency for Aging Serving Napa and Solano, the designated AAA for PSA 28, which encompasses both Napa and Solano Counties, gave notice on April 19, 2018 to the California Department of Aging (CDA) to voluntarily terminate its AAA designation; and

**Whereas**, the California Department of Aging is authorized, under the California Code of Regulations (CCR) Title 22, Section 7206(c)(1), to first offer the AAA designation to a unit of general purpose local government in the Planning and Service Area (PSA); and

**Whereas**, the California Department of Aging has formally offered, in letters dated April 23, 2018 to the Napa and Solano County Board of Supervisors, the designation of an AAA for PSA 28, to the individual or joint Counties of Napa and Solano; and

**Whereas**, on June 7, 2018 CDA accepted letters of intent from Napa and Solano County; and,

**Whereas**, since receipt of that letter, Napa and Solano County have invested substantial time in researching options for AAA and PSA designation in order to best serve senior populations of Napa and Solano Counties; and,

**Whereas**, California Code of Regulations (CCR) Title 22, Section 7202 authorizes counties to apply to CDA for PSA designation; and,

**Whereas**, Napa and Solano County are interested in jointly serving as the AAA for PSA 28; and,

**Whereas**, Solano County believes that Napa and Solano Counties will work together through a Joint Exercise of Powers Agreement (JEPA) to administer PSA 28, with Solano County as the Lead Administrative Agency and will continue to implement this option.

**Resolved**, the Solano County Board of Supervisors hereby:

1. Directs staff to immediately submit this resolution to CDA as its formal response to CDA's June 7, 2018; and
2. Directs staff to submit an application jointly with Napa County to the California Department of Aging to be designated as the Area Agency on Aging for PSA 28, as it is currently configured, in order to ensure quality services to the senior population of Napa and Solano Counties; and,
3. Adopts the Joint Exercise of Powers Agreement presented to the Board on August 28, 2018.

The effective date of this resolution shall be September 11, 2018.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on September 11, 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

**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 Exhibits D1 and D2 for the proposed administrative budget. The match requirements for the administrative budget are based on the current population figures from CDA, found here:

<https://aging.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 city selection committee established pursuant to Section 50270 of the Government Code, 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]

The initial terms of the Oversight Board will be as outlined in Section 6.B. of the Joint Exercise of Powers between Napa and Solano counties (Exhibit F). 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 minimum 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. Extra Help, 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.

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

### **BAKERSFIELD OFFICE (MAIN OFFICE)**

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### **LAGUNA HILLS OFFICE**

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### **STOCKTON OFFICE**

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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

*Brown Armstrong  
Accountancy Corporation*

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

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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**

<b>Federal Grantor/Pass-Through Grantor/Program Title</b>	<b>Catalog of Federal Domestic Assistance Number</b>	<b>Pass-Through Grant Award Number</b>	<b>Expenditures</b>	<b>Expenditures to Subrecipients</b>
<b>U.S. Department of Agriculture</b>				
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	-
<b>Total U.S. Department of Agriculture</b>			<b>4,129,433</b>	<b>183,768</b>
<b>U.S. Department of Housing and Urban Development</b>				
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	-
<b>Total U.S. Department of Housing and Urban Development</b>			<b>350,001</b>	<b>255,598</b>
<b>U.S. Department of the Interior</b>				
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	-
<b>Total U.S. Department of the Interior</b>			<b>536,132</b>	<b>-</b>

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
<b>U.S. Department of Justice</b>				
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	-
<b>Total U.S. Department of Justice</b>			<b>538,636</b>	<b>-</b>
<b>U.S. Department of Labor</b>				
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
<b>Total U.S. Department of Labor</b>			<b>1,592,319</b>	<b>590,242</b>
<b>U.S. Department of Transportation</b>				
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	-
<b>Total U.S. Department of Transportation</b>			<b>3,359,857</b>	<b>-</b>

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**

<b>Federal Grantor/Pass-Through Grantor/Program Title</b>	<b>Catalog of Federal Domestic Assistance Number</b>	<b>Pass-Through Grant Award Number</b>	<b>Expenditures</b>	<b>Expenditures to Subrecipients</b>
<b>U.S. Institute of Museum and Library Services</b>				
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	-
<b>Total U.S. Institute of Museum and Library Services</b>			<b>2,300</b>	<b>-</b>
<b>U.S. Environmental Protection Agency</b>				
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	-
<b>Total U.S. Environmental Protection Agency</b>			<b>1,665,544</b>	<b>2,952</b>
<b>U.S. Department of Health and Human Services</b>				
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**

<b>Federal Grantor/Pass-Through Grantor/Program Title</b>	<b>Catalog of Federal Domestic Assistance Number</b>	<b>Pass-Through Grant Award Number</b>	<b>Expenditures</b>	<b>Expenditures to Subrecipients</b>
<b>U.S. Department of Health and Human Services (Continued)</b>				
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	-
<b>Total U.S. Department of Health and Human Services</b>			<b>21,246,668</b>	<b>866,466</b>
<b>U.S. Department of Homeland Security</b>				
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	-
<b>Total U.S. Department of Homeland Security</b>			<b>2,864,244</b>	<b>-</b>
<b>Total Expenditures of Federal Awards Excluding Loans</b>			<b>\$ 36,284,124</b>	<b>\$ 1,889,016</b>

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**

<b>Federal Grantor/Pass-Through Grantor/Program Title</b>	<b>Catalog of Federal Domestic Assistance Number</b>	<b>Pass-Through Grant Award Number</b>	<b>Expenditures</b>	<b>Expenditures to Subrecipients</b>
<u>Beginning Federal Loan Balances With a Continuing Compliance Requirement</u>				
<b>U.S. Department of Agriculture</b>				
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	-
<b>Federal Loan Balances With a Continuing Compliance Requirement</b>			10,361,521	-
<b>Total Expenditures of Federal Awards Including Loans</b>			<u>\$ 46,645,645</u>	<u>\$ 1,889,016</u>
<u>Non-Cash Assistance</u>				
<b>U.S. Department of Agriculture</b>				
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	-
<b>Total Value of Non-Cash Assistance</b>			<u>\$ 1,774,730</u>	<u>\$ -</u>
<b>Total Expenditures of Federal Awards Including Loans and Value of Non-Cash Assistance</b>			<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**  
Certified Public Accountants

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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**

<b>Federal Agency</b>	<b>Pass-Through Agency</b>	<b>CFDA Program Title or Cluster</b>	<b>CFDA No.</b>	<b>Pass-through Entity Award ID</b>	<b>Program Expenditures</b>	<b>Expenditures to Subrecipients</b>
<b>US Department of Agriculture (USDA)</b>						
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>
<b>US Department of Agriculture (USDA) Total</b>					<u>12,641,286</u>	<u>433,166</u>
<b>US Department of Defense (USDOD)</b>						
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
<b>US Department of Defense (USDOD) Total</b>					<u>434,810</u>	<u>250,441</u>
<b>US Department of Housing and Urban Development (HUD)</b>						
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	
<b>US Department of Housing and Urban Development (HUD) Total</b>					<u>2,406,691</u>	
<b>US Department of Justice (DOJ)</b>						
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>	
<b>US Department of Justice (DOJ) Total</b>					<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**

<b>Federal Agency</b>	<b>Pass-Through Agency</b>	<b>CFDA Program Title or Cluster</b>	<b>CFDA No.</b>	<b>Pass-through Entity Award ID</b>	<b>Program Expenditures</b>	<b>Expenditures to Subrecipients</b>
<b>US Department of Labor (DOL)</b>						
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			<u>1,503,364</u>	<u>131,141</u>
		WIA/WIOA Youth Activities	17.259	K102074	738,255	47,334
		WIA/WIOA Youth Activities	17.259	K698397	205,778	
		Subtotal			<u>944,033</u>	<u>47,334</u>
		WIA/WIOA Dislocated Worker Formula Grants	17.278	K102074	634,814	
		WIA/WIOA Dislocated Worker Formula Grants	17.278	K698397	992,103	
		Subtotal			<u>1,626,917</u>	
		Total WIA/WIOA Cluster (17.258, 17.259 & 17.278)			<u>4,074,314</u>	<u>178,475</u>
<b>US Department of Labor (DOL) Total</b>					<u>4,074,314</u>	<u>178,475</u>
<b>US Department of Transportation (DOT)</b>						
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			<u>455,054</u>	<u>234,495</u>
<b>US Department of Transportation (DOT) Total</b>					<u>7,493,379</u>	<u>234,495</u>
<b>US Department of Education (DOE)</b>						
Pass-Through Programs:						
California Department of Education						
		Rehabilitation Services-Vocational Rehabilitation Grants to States	84.126	29153	59,512	
<b>US Department of Education (DOE) Total</b>					<u>59,512</u>	
<b>US Department of Health and Human Services</b>						
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			<u>2,412,232</u>	<u>611,068</u>
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

<b>Federal Agency</b>	<b>Pass-Through Agency</b>	<b>CFDA Program Title or Cluster</b>	<b>CFDA No.</b>	<b>Pass-through Entity Award ID</b>	<b>Program Expenditures</b>	<b>Expenditures to Subrecipients</b>
		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			24,659,568	
		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			77,555,273	1,747,346
		<b>US Department of Health and Human Services Total</b>			<b>79,967,505</b>	<b>2,358,414</b>
		<b>US Department of Homeland Security</b>				
		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			310,729	170,485
		<b>US Department of Homeland Security Total</b>			<b>1,334,483</b>	<b>170,485</b>
		<b>Total Expenditures of Federal Awards</b>			<b>\$ 109,476,823</b>	<b>\$ 3,705,476</b>

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:

Unmodified

Internal control over financial reporting:

Material weakness(es) identified?

No

Significant deficiency(ies) identified?

None reported

Noncompliance material to financial statements noted?

No

**FEDERAL AWARDS**

Internal control over major federal programs:

Material weakness(es) identified?

No

Significant deficiency(ies) identified?

None reported

Type of auditors' report issued on compliance for major federal programs:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?

No

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:

\$ 3,000,000

Auditee qualified as low-risk auditee?

Yes

**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

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
<b>Supportive Services</b>							
Federal Title IIIB	3BSL18-18	118,185 <sup>(b)</sup>	63,458	-	181,643	-	181,643
Federal Title IIIB	3BSL19-18	354,553 <sup>(c)</sup>	30,316	-	384,869	-	384,869
Total Supportive Services		472,738	93,774	-	566,512	-	566,512
<b>Ombudsman</b>							
Federal Title IIIB	3BOL18-18	10,860 <sup>(b)</sup>	5,106	-	15,966	-	15,966
Federal Title IIIB	3BOL19-18	32,579 <sup>(c)</sup>	(293)	-	32,286	-	32,286
Federal Title VIIa	7OFL18-18	13,884 <sup>(b)</sup>	10,870	-	24,754	-	24,754
Federal Title VIIa	7OFL19-18	41,651 <sup>(c)</sup>	2,475	-	44,126	-	44,126
General Fund IIIB	B1GL	19,399 <sup>(a)</sup>	115,269	-	134,668	-	134,668
Public Health L & C Program Fund	LCPF	7,759 <sup>(a)</sup>	-	-	7,759	-	7,759
State Health Facilities Citation Penalties Account	SDFL	17,522 <sup>(a)</sup>	-	-	17,522	-	17,522
SNF Quality & Accountability	SNFL	36,858 <sup>(a)</sup>	-	-	36,858	-	36,858
Total Ombudsman		180,512	133,427	-	313,939	-	313,939
<b>Congregate Nutrition</b>							
Federal Title IIIC1	3C1L18-18	131,523 <sup>(b)</sup>	58,662	-	190,185	-	190,185
Federal Title IIIC1	3C1L19-18	394,568 <sup>(c)</sup>	34,851	-	429,419	-	429,419
General Fund C1	C1GL	50,980 <sup>(a)</sup>	4,077	-	55,057	-	55,057
NSIP C1	NC1L18-18	8,958 <sup>(b)</sup>	1,359	-	10,317	-	10,317
NSIP C1	NC1L19-18	26,873 <sup>(c)</sup>	838	-	27,711	-	27,711
Total Congregate Nutrition		612,902	99,787	-	712,689	-	712,689
<b>Home-Delivered Meals</b>							
Federal Title IIIC2	3C2L18-18	103,225 <sup>(b)</sup>	61,099	-	164,324	-	164,324
Federal Title IIIC2	3C2L19-18	309,674 <sup>(c)</sup>	16,902	-	326,576	-	326,576
General Fund C2	C2GL	57,472 <sup>(a)</sup>	5,292	-	62,764	-	62,764
NSIP C2	NC2L18-18	47,448 <sup>(b)</sup>	7,195	-	54,643	-	54,643
NSIP C2	NC2L19-18	142,343 <sup>(c)</sup>	4,443	-	146,786	-	146,786
Total Home Delivered Meals		660,162	94,931	-	755,093	-	755,093
<b>Disease Prevention</b>							
Federal Title IIID	3DFL18-18	8,436 <sup>(b)</sup>	7,914	-	16,350	-	16,350
Federal Title IIID	3DFL19-18	25,309 <sup>(c)</sup>	4,011	-	29,320	-	29,320
Total Disease Prevention		33,745	11,925	-	45,670	-	45,670
<b>Family Caregiver</b>							
Federal Title IIIE	3EFL18-18	57,018 <sup>(b)</sup>	43,518	-	100,536	-	100,536
Federal Title IIIE	3EFL19-18	171,054 <sup>(c)</sup>	15,994	-	187,048	-	187,048
Total Title IIIE		228,072	59,512	-	287,584	-	287,584
<b>Elder Abuse</b>							
Federal Title VII	7EFL18-18	1,848 <sup>(b)</sup>	-	-	1,848	-	1,848
Federal Title VII	7EFL19-18	5,544 <sup>(c)</sup>	-	-	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
<b>Grand Total - All Funds</b>	<b>2,417,414</b>	<b>532,826</b>	<b>-</b>	<b>2,950,240</b>	<b>-</b>	<b>2,950,240</b>

**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
<b>Total Revenue</b>	<b>\$ 286,384</b>

**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

<b>Napa County</b>	<b>\$ 48,376</b>
<b>Solano County</b>	<b>\$ 132,549</b>

\* 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
<b>Total Revenue</b>	<b>\$ 340,606</b>

**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

<b>Napa County</b>	<b>\$ 60,451</b>
<b>Solano County</b>	<b>\$ 166,022</b>

\* 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

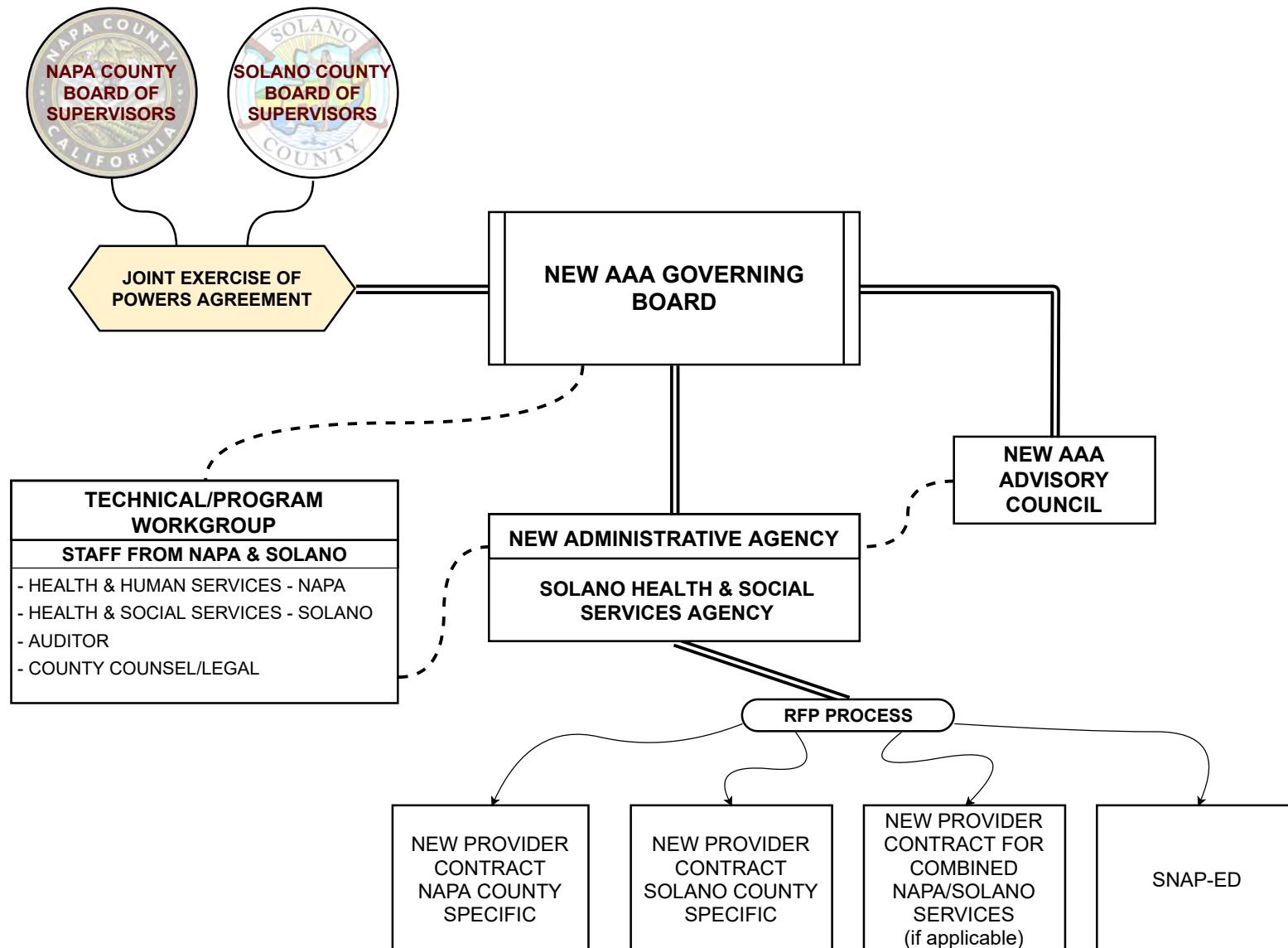
\*\*\* Percentage allocations base on prorated share of population served in each County as Provided by California Department of Aging

<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, established in accordance with 42 U.S.C. 3026, Welfare and Institutions Code § 9402, and Section 7 of this Agreement, 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 Advisory Council, as needed.
  - ii. Provide any necessary reports to CDA or other required agencies.
  - iii. Provide monthly reports to the respective county staff, the 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 each county's appointments meet the representation requirements.

#### **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 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 city selection committee established pursuant to Section 50270 of the Government Code, 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 (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.
- B. The initial term of the members in Section 6(A)(iii) and (iv) shall be six years from the effective date of appointment. The term of the remaining members in Section 6(A)

shall be four years from the effective date of appointment. Upon the expiration of each member's term, the term of each succeeding member shall be four years. Any member of the Oversight Board may be removed at any time by their appointing authority, if required by any bylaw, or if the member ceases to be a Supervisor or City Council member. Any such vacancy shall be filled by the appointing authority within 60 days, with the new member's term coinciding with the vacating member's term.

- 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, 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. Such rules must contain a provision requiring the removal of a member for missing too many meetings.
- 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 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 and the development of regular scheduled meetings, required attendance, conduct of Council and Council meetings, and removal or resignation of members. The bylaws must contain a provision requiring the removal of a member for missing too many meetings. 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**

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  
Attention Mary Booher  
1195 Third street  
Napa CA 94559

SOLANO COUNTY  
Birgitta Corsello  
675 Texas  
Fairfield, CA 94533

**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

By: \_\_\_\_\_  
Chair, Napa County Board of Supervisors

APPROVED AS TO FORM:

Jeffery Brax, Napa County Counsel

By: *Susan B. Altman*, Deputy  
Deputy County Counsel

COUNTY OF SOLANO, a political  
subdivision of the State of California

By: \_\_\_\_\_  
Chair, Solano County Board of Supervisors

APPROVED AS TO FORM:

Dennis Bunting, Solano County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

## **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.

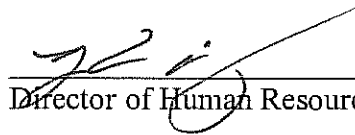
Candidates for some positions in this class will be required to pass a background investigation in accordance with applicable law, regulation, and/or policy.

### **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.



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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.

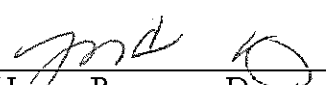
Independent travel may be required.

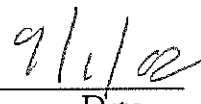
ADA COMPLIANCE

**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.

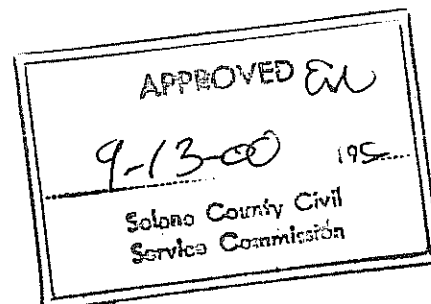
**Environmental Factors:** Tasks are regularly performed without exposure to adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, humidity, rain, fumes, temperature and noise extremes, machinery, vibrations, electric currents, traffic hazards, toxic agents, violence, disease, or pathogenic substances.

  
\_\_\_\_\_  
Human Resources Director

  
\_\_\_\_\_  
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.

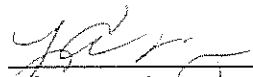
## **ADA COMPLIANCE**

**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.



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Director of Human Resources

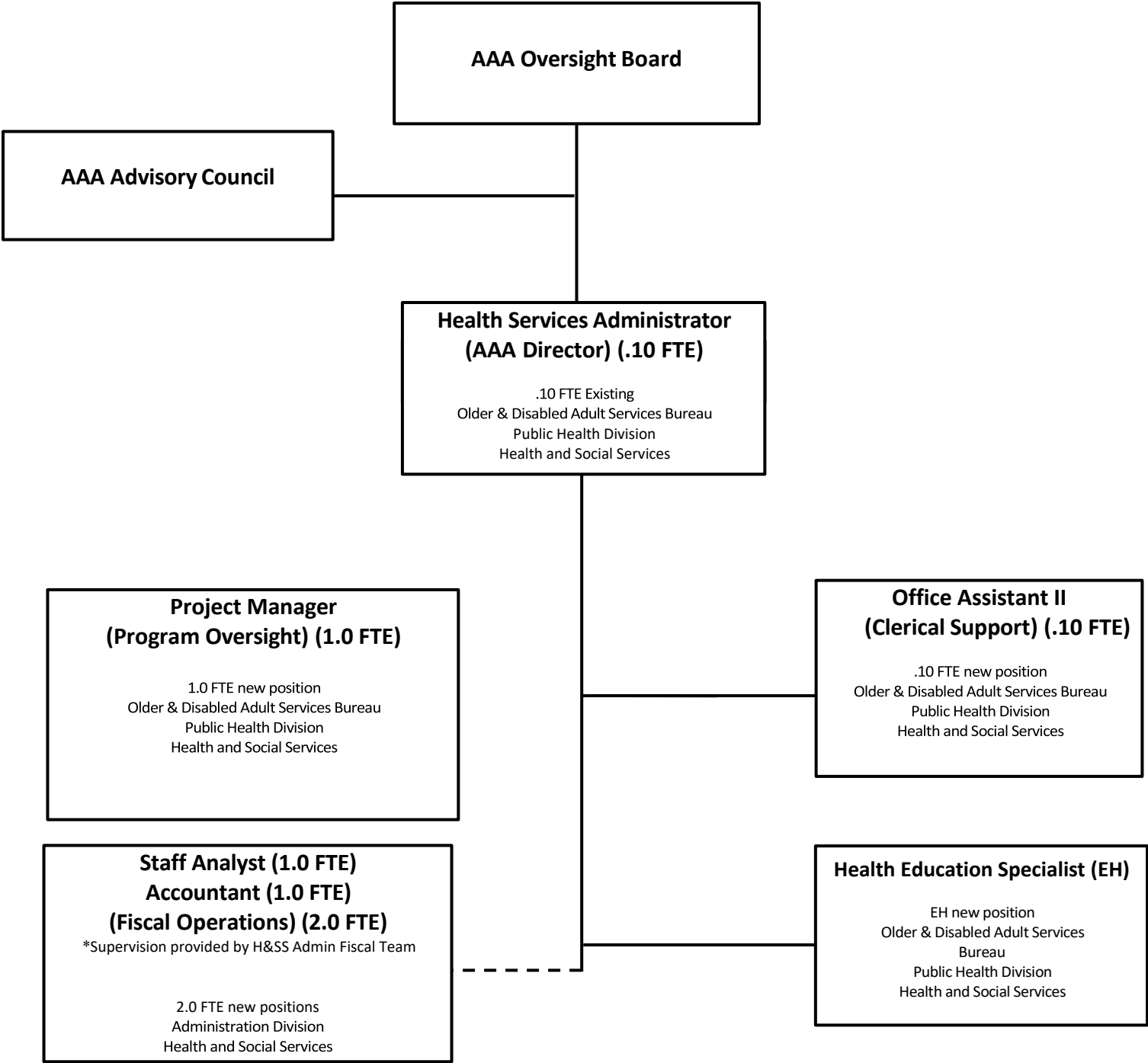
**Established Date:** August 1991

**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

## Agenda Submittal

<b>Agenda #:</b>	23	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Ordinance	<b>Department:</b>	Resource Management
<b>File #:</b>	18-654	<b>Contact:</b>	Narcisa Untal, 784-6765
<b>Agenda date:</b>	09/11/2018	<b>Final Action:</b>	
<b>Title:</b>	Receive a presentation from MCE Clean Energy (MCE), a community choice aggregator that pools the electricity demand of its member communities to purchase power with higher renewable and lower greenhouse gas content than Pacific Gas and Electric; Consider actions to implement a Community Choice Aggregation (CCA) program through the MCE Joint Powers Agreement pursuant to California Public Utilities Code Section 366.2 by introduction of an ordinance and adoption of a resolution to prepare and plan for a CCA program start in 2020; or Continue the item for further staff analysis and public outreach, and delay CCA participation with MCE or other CCA provider until 2021 or later		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Ordinance, B - Resolution, C - MOU, D - JPA Agreement		

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:

1. Receive a presentation from MCE Clean Energy (MCE), a community choice aggregator that pools the electricity demand of its member communities to purchase power with higher renewable and lower greenhouse gas content than Pacific Gas and Electric; and
2. Consider actions to implement a Community Choice Aggregation (CCA) program through the MCE Joint Powers Agreement pursuant to California Public Utilities Code Section 366.2 by introduction of an ordinance and adoption of a resolution to prepare and plan for a CCA program start in 2020; or
3. Continue the item for further staff analysis and public outreach, and delay CCA participation with MCE, or other CCA, until 2021 or later.

### SUMMARY:

On June 7, 2011, the Board of Supervisors (Board) adopted the Climate Action Plan (CAP) for unincorporated Solano County. The CAP identifies participation in a community choice aggregation program (CCA) as having the single-most greenhouse gas (GHG) reduction potential of all other combined energy-related measures recommended. Participants would include all residential, commercial, and agricultural customers in

unincorporated Solano County who are currently served by Pacific Gas and Electric (PG&E).

Community choice aggregators are local government agencies that purchase and may develop power on behalf of their communities to exercise local control over power mix and rates. For example, CCA members can determine the amount of renewable resources, or cleaner energy, from wind, geothermal, biomass, solar and small hydro to make up their power mix in support of their respective CAP goals.

MCE Clean Energy (MCE) is an authorized CCA by the California Public Utilities Commission. They have invited Solano County to join its Joint Powers Authority (JPA) at no-cost through an expedited inclusion period ending September 15, 2018. MCE currently provides service in the City of Benicia and is approaching other cities in Solano County about participation.

After receiving a presentation from MCE, the Board can choose to implement a CCA in unincorporated Solano County and request membership in MCE; or request further analysis of the ramifications of CCA implementation, including impacts on PG&E.

### **FINANCIAL IMPACT:**

There is no cost to join MCE; all expenses associated with public outreach, load data analysis, and noticing requirements are waived. However, if Solano County (County) decides to withdraw from the JPA, there may be an appropriation increase from General Fund Contingencies to cover the cost of power that MCE has procured on behalf of unincorporated County customers. A possible exception is if another local government becomes a member at the time of withdrawal and can assume the costs associated with those contracts. Similarly, PG&E will collect a Power Charge Indifference Adjustment every month from all MCE customers to cover the cost of energy contracted to purchase prior to CCA participation by the County.

Additionally, there is no cost to the County with regards to the adoption of the ordinance or resolution other than the staff time involved to prepare the documents. Staff time to participate in, and support, Climate Action Plan measures and actions is borne by the Department of Resource Management's General Fund budget.

### **DISCUSSION:**

#### **CLIMATE ACTION PLAN**

The General Plan adopted by the Solano County Board of Supervisors (Board) on August 5, 2008 and by the Solano County Voters on November 4, 2008 required the development of a Climate Action Plan (CAP). The CAP identifies actions to reduce greenhouse gas emissions to at least 20% below 2005 baseline emission levels by 2020, as required by Assembly Bill 32 - the Global Warming Solutions Act of 2006. It was adopted by the Board on June 7, 2011.

The CAP includes a GHG inventory divided into five emission sectors: Transportation, Energy, Agriculture, Water, and Solid Waste. Each sector includes a set of recommended measures and actions with an associated GHG reduction potential. Energy makes up 42% of the total reduction plan. Of all the recommended measures in the energy strategy, participation in a CCA has the single-most GHG reduction potential but at the highest cost to the County (estimated at \$250,001, or greater, at the time of CAP adoption).

#### **COMMUNITY CHOICE AGGREGATION**

Pursuant to Assembly Bill 117 (Statute 2002, Chapter 838; see California Public Utilities Code section 366.2), any California city or county, whose governing body so elects, is authorized to combine electricity load of its residents and businesses in a CCA. A CCA is subject to the regulations governed by the California Public Utilities Commission (CPUC) and is involved only in the source acquisition of electrical generation, not the transmission and distribution of electricity.

Since 2011, the CPUC has approved 18 CCAs to-date making it far simpler and economical to join an existing CCA. Unlike an investor-owned utility like PG&E, or a municipal utility like Sacramento Metropolitan Utility District, a CCA does not own the transmission and delivery systems but is responsible for buying and generating electrical power on behalf of its customers. The CCA may own electric generating facilities, but more often, it purchases renewable power from private electricity generators such as G2 Energy (G2).

In 2013, a partnership between G2 and Recology Hay Road Landfill (RHR) was secured to construct a landfill gas-to-energy conversion facility on the RHR site. The methane, or landfill gas, that RHR used to flare is now captured, processed, and sold by G2 as biogas to a CCA through a long-term contract. This is a key benefit of a CCA because participating jurisdiction(s) can exercise local control over the amount of renewable energy that makes up their generation portfolio in direct support of their GHG reduction goals. Renewable energy sources include biomass, biowaste, bioenergy, geothermal, hydropower, wind, and solar. According to the U.S. Energy Information Administration, "U.S. renewable energy sources accounted for nearly 20% of the country's net electrical generation during the first half of 2018 and narrowly beat out that provided by nuclear power."

### **MCE CLEAN ENERGY**

This past July, MCE invited unincorporated Solano County to join its CCA through an expedited inclusion period ending September 15, 2018. MCE is the longest-serving CCA in California and currently provides service to all of Marin and Napa Counties, most of Contra Costa County, and the City of Benicia for a total of 33 local governments; all of whom have a seat on the MCE Board of Directors. MCE is a not-for-profit, public agency that serves as an alternative to PG&E for power mix electric supply only.

MCE offers an electric power mix of 50% renewables at a cost of 2-5% less than PG&E, or 100% renewables at a premium rate. If Solano County decides to participate, State law requires MCE to be the default electric generation provider. However, customers may opt out anytime and continue electric service with PG&E.

MCE, like PG&E, is funded by electricity ratepayers through their monthly energy purchases, not by taxpayers. A cornerstone to MCE's mission is to redirect ratepayer dollars back to local economies, and reinvest in its communities by providing low, stable rates, supporting local workforce development, and partnering with community-based organizations.

### **MCE RENEWABLES PORTFOLIO**

MCE primarily sources from non-polluting renewables such as solar, wind, geothermal, bioenergy, and hydroelectric. They offer two service options based on 50% or 100% renewable sources for electric generation. Currently, MCE customer rates are billing at 2-5% less than PG&E for electric generation. However, the charges for metering, gas service, energy delivery, and power line maintenance are still charged and billed as usual by PG&E. This results in a slight change to MCE customers since they still receive the same PG&E bill that they always have but with the addition of a single line item on Page One under Account Summary that says, "MCE Electric Generation Charges".

### **PG&E RENEWABLES**

PG&E's portfolio is mostly natural gas and nuclear sources. In June 2018, PG&E filed a Power Source Disclosure with the CPUC. PG&E reports it has met the State mandate of 33% renewables by 2020 and is actively working toward 50% renewables by 2030 as required by Senate Bill 350. The renewable power mix includes wind, geothermal, biomass, solar, and small hydro. The remainder of its power mix includes 27% nuclear, 18% large hydro, 20% natural gas, and 2% unspecified. Additionally, PG&E does offer its customers 100% solar electricity but also for a premium like MCE.

### **MCE RATES**

MCE offers two service options based on 50% or 100% renewable sources for electric generation. Depending on a customer's rate class, MCE's 50% renewable option costs 2-5% less than PG&E's 33% renewable

portfolio standard which is required of all investor-owned utilities by 2020 (Executive Order-S-14-08). These charges are not static and will change in response to market conditions. Both MCE and PG&E also offer 100% renewable at a premium.

The MCE Board intends to keep rates as competitively-priced as possible otherwise customers are more likely to opt out. MCE knows they cannot guarantee a percentage by which MCE rates will be lower than PG&E, or that they will always be lower at any given time. The MCE/PG&E rate comparison is a moving target because it is subject to PG&E's rate-setting processes which are out of the control for any CCA.

Historically-speaking, MCE does have a track record of lowering its rates to remain below those of PG&E; it has done so the previous two years by about 9% and 3.7%. As part of its mission, MCE desires to provide electricity customers with rate stability which is why MCE typically only changes rates once per year, if at all. PG&E rates have historically changed about three to five times per year.

### **MCE OPT-OUT**

State law requires CCAs to be the primary electric generation provider in the service area if a local government decides to participate, rather than the investor-owned utility such as PG&E. As the primary provider, customers receive service from a CCA by default but may opt out to continue service from the investor-owned utility. MCE's customer base has grown to over 450,000 customers with an average opt-out rate of 15%. Participation in MCE will subject all of unincorporated Solano County residents, businesses, and agricultural facilities to automatic enrollment unless they take action to opt-out to remain, or return, to PG&E. While opting-out can occur at any time, the customer may not return to service with a CCA for up to one-year. The Solano County CAP calculated the GHG reduction potential of unincorporated Solano County participating in a CCA to be 23,170 metric tons of carbon dioxide equivalent per year based on a 25% opt-out rate.

### **MCE PUBLIC OUTREACH**

Over the last month, MCE met with local agricultural groups and hosted a public workshop to introduce the concept of a CCA while also giving everyone an opportunity to learn more about MCE. Public outreach included a brief overview to the Solano County Agricultural Advisory Committee on August 8 and Solano Resource Conservation District Board on August 13. Both groups presented neutral on the subject matter and were encouraged to attend the public workshop for more program details. The in-person community meeting was open to all unincorporated residents and businesses. MCE developed and funded a direct mail invite to 7,314 addresses provided by Solano County GIS. The meeting was held at 6:00 p.m. on Monday, August 20 and approximately 20 people were in attendance. MCE organized and staffed informational tables for the public to receive specific information related to community outreach, billing, energy-efficiency programs, renewable resources, solar net metering (solar energy producers are credited for the energy produced from arrays), and governance structure.

### **PG&E POWER CHARGE INDIFFERENCE ADJUSTMENT**

PG&E collects a Power Charge Indifference Adjustment (PCIA) to cover the cost of the energy that PG&E contracted to purchase on the customers' behalf prior to them becoming a CCA customer. In April 2017, PG&E and the other two investor-owned utilities (Southern California Edison and San Diego Gas & Electric) filed a proposal with the California Public Utilities Commission to change the way that the PCIA fee is calculated. They proposed a new methodology called Portfolio Allocation Method which places more of the burden for the costs of the unneeded power on CCA customers. If approved, it is likely to impact the rates of all CCAs.

### **OTHER CCAs**

California CCAs have been formed by a collection of multiple jurisdictions to create a Joint Powers Authority to administer the CCA, energy efficiency programs, and other greenhouse gas emission reducing activities. Potential benefits of the CCA include: providing customer choice and establishing greater local control over electrical generation providers and policies, expanding renewable energy portfolios, enhancing local economic

development, and implementing the CAP.

There are currently six CCAs in the greater Bay Area and Sacramento Valley that initiated after MCE in 2010: Sonoma Clean Power (2014), CleanPowerSF (2015), Peninsula Clean Energy (2016), Silicon Valley Clean Energy (2017), East Bay Community Energy (2017), and Valley Clean Energy (2018). Currently, CCAs account for 13% of electrical demand on PG&E's grid and that is expected to increase to 38% by 2020.

According to MCE, current forecasts show that CCAs, behind-the-meter solar, and direct-access providers will serve 85% of California's retail load by 2025. At the same time, there is a rapid transition away from fossil fuels for power generation.

**ALTERNATIVES:**

The Board of Supervisors could take one of the following actions upon conclusion of the presentation by MCE Clean Energy (MCE):

- a) Introduce an Ordinance to authorize implementation of a CCA in unincorporated Solano County and approve the MCE Joint Powers Agreement; Adopt a resolution requesting membership in MCE; and Authorize the County Administrator, or designee, to execute the Memorandum of Understanding and all other MCE-related documents. This option provides for MCE to prepare and plan for service start-up in 2020.
- b) Continue the item to another date for further consideration and direct staff to return with additional analysis of other CCAs for comparison. This option delays service until 2021, or later.
- c) Remain with Pacific Gas and Electric as the sole energy provider.

**OTHER AGENCY INVOLVEMENT:**

County Administrator's Office has reviewed this report and concurs with the Department's recommendations. County Counsel has reviewed the Ordinance, Resolution, Joint Powers Agreement, and Memorandum of Understanding.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**

**ORDINANCE NO. 2018 - \_\_\_\_**

**AN ORDINANCE OF THE SOLANO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM IN UNINCORPORATED SOLANO COUNTY AND APPROVING THE MCE CLEAN ENERGY JOINT POWERS AGREEMENT**

**Whereas**, on September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Statute 2002, Chapter 838; see California Public Utilities Code section 366.2; hereinafter referred to as the “Act”), which authorizes any California city or county, whose governing body so elects, to combine electricity load of its residents and businesses in a Community Choice Aggregation program (“CCA”); and

**Whereas**, on September 27, 2006, Assembly Bill (AB) 32, the Global Warming Solutions Act, was signed into law establishing the goal of reducing California’s greenhouse gas “(GHG)” emissions to 1990 levels by 2020; and

**Whereas**, the Act expressly authorizes participation in a CCA through a joint powers agency, and on December 19, 2008, MCE Clean Energy (“MCE”) was established as a joint powers authority pursuant to a Joint Powers Agreement, as amended from time to time; and

**Whereas**, on February 2, 2010, the California Public Utilities Commission certified the “Implementation Plan” of MCE, confirming MCE’s compliance with the requirements of the Act; and

**Whereas**, on June 7, 2011, the Solano County Board of Supervisors adopted the Solano County Climate Action Plan (“CAP”) in response to AB 32, which calculated that 22% of unincorporated Solano County’s GHG emissions originate from electricity use; and

**Whereas**, the CAP calculated the GHG reduction potential from CCA participation by the residential, commercial, and industrial sectors in the unincorporated to be 23,170 metric tons of carbon dioxide equivalent per year based on a 25% opt-out rate; and

**Whereas**, electricity is generated and provided by Pacific Gas and Electric (“PG&E”) with no alternative provider for unincorporated Solano County. PG&E is currently meeting the 33% renewable portfolio standard to its power mix as required by Executive Order-S-14-08; and

**Whereas**, Solano County is committed to the development of renewable energy generation and energy efficiency improvements, reduction of GHGs, and protection of the environment in supporting MCE’s electricity procurement plan that offers customers a minimum energy content of 50% renewable to up to 100% renewable; and

**Whereas**, MCE primarily sources from non-polluting renewables such as solar, wind, geothermal, bioenergy, and hydroelectric; and

**Whereas**, Solano County finds it important that unincorporated residents, businesses, and public facilities have alternative choices to energy procurement beyond PG&E; and

**Whereas**, Solano County finds that joining MCE will offer customers choice in their provider of electric generation and help meet the GHG emission reduction goals of both AB 32 and the Solano County CAP, and

**Whereas**, Solano County finds that joining a CCA does not constitute a “project” within the meaning of Public Resources Code Section 21065, 14 Cal Code Regs. Section 15060(c)(3), or 14 Cal Code Regs. Section 15378 because it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and involves administrative activities that will not result in direct or indirect physical changes in the environment, and

**Whereas**, the MCE Joint Powers Agreement requires Solano County to individually adopt a resolution requesting membership in the MCE Joint Powers Authority and adopt an ordinance electing to implement a CCA within its jurisdiction.

**Therefore**, the Solano County Board of Supervisors ordains as follows:

**Section 1.**

The recitals above are true and correct and are incorporated by this reference and constitute findings in this matter.

**Section 2.**

Joining a CCA does not constitute a “project”.

**Section 3.**

The Solano County Board of Supervisors authorizes the implementation of a Community Choice Aggregation Program in unincorporated Solano County and directs the County Administrator to execute the MCE Clean Energy Joint Powers Agreement.

**Section 4.**

Any portion of this ordinance deemed invalid or unenforceable shall be severed from the remainder, which shall remain in full force and effect.

**Section 5.**

This ordinance shall take effect 30 days after its adoption.

**Section 6.**

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



Passed and adopted by the Solano County Board of Supervisors at its regular meeting on September 25, 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  
Board of Supervisors

By: \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk

**Introduced:**  
**Adopted:**  
**Effective:**  
**Operative:**

**RESOLUTION NO. 2018 - \_\_\_\_\_**

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS REQUESTING MEMBERSHIP IN  
MCE CLEAN ENERGY AND AUTHORIZATION FOR THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO  
EXECUTE THE MEMORANDUM OF UNDERSTANDING AND ALL OTHER RELATED DOCUMENTS**

**Whereas**, on September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Statute 2002, Chapter 838; see California Public Utilities Code section 366.2; hereinafter referred to as the “Act”), which authorizes any California city or county, whose governing body so elects, to combine electricity load of its residents and businesses in a Community Choice Aggregation program (“CCA”); and

**Whereas**, on September 27, 2006, Assembly Bill (AB) 32, the Global Warming Solutions Act, was signed into law establishing the goal of reducing California’s greenhouse gas “(GHG)” emissions to 1990 levels by 2020; and

**Whereas**, the Act expressly authorizes participation in a CCA through a joint powers agency, and on December 19, 2008, MCE Clean Energy (“MCE”) was established as a joint powers authority pursuant to a Joint Powers Agreement, as amended from time to time; and

**Whereas**, on February 2, 2010, the California Public Utilities Commission certified the “Implementation Plan” of MCE, confirming MCE’s compliance with the requirements of the Act; and

**Whereas**, on June 7, 2011, the Solano County Board of Supervisors adopted the Solano County Climate Action Plan (“CAP”) in response to AB 32, which calculated that 22% of unincorporated Solano County’s GHG emissions originate from electricity use; and

**Whereas**, the CAP calculated the GHG reduction potential from CCA participation by the residential, commercial, and industrial sectors in the unincorporated to be 23,170 metric tons of carbon dioxide equivalent per year based on a 25% opt-out rate; and

**Whereas**, electricity is generated and provided by Pacific Gas and Electric (“PG&E”) with no alternative provider for unincorporated Solano County. PG&E is currently meeting the 33% renewable portfolio standard to its power mix as required by Executive Order-S-14-08; and

**Whereas**, Solano County is committed to the development of renewable energy generation and energy efficiency improvements, reduction of GHGs, and protection of the environment in supporting MCE’s electricity procurement plan that offers customers a minimum energy content of 50% renewable to up to 100% renewable; and

**Whereas**, MCE primarily sources from non-polluting renewables such as solar, wind, geothermal, bioenergy, and hydroelectric; and

**Whereas**, Solano County finds it important that unincorporated residents, businesses, and public facilities have alternative choices to energy procurement beyond PG&E; and

**Whereas**, Solano County finds that joining MCE will offer customers choice in their provider of electric generation and help meet the GHG emission reduction goals of both AB 32 and the Solano County CAP.

**Whereas**, the MCE Joint Powers Agreement requires Solano County to individually adopt a resolution requesting membership in the MCE Joint Powers Authority and adopt an ordinance electing to implement a CCA within its jurisdiction.

**Resolved**, the recitals above are true and correct and are incorporated herein by reference and constitute findings in this matter.

**Resolved**, joining a CCA does not constitute a “project” within the meaning of Public Resources Code Section 21065, 14 Cal Code Regs. Section 15060(c)(3), or 14 CalCode Regs. Section 15378 because it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and involves administrative activities that will not result in direct or indirect physical changes in the environment.

**Resolved**, the recitals above are true and correct and are incorporated herein by reference and constitute findings in this matter.

**Resolved**, the Solano County Board of Supervisors approves the MCE Clean Energy Joint Powers Agreement.

**Resolved**, the Solano County Board of Supervisors authorizes the implementation of a Community Choice Aggregation Program in unincorporated Solano County.

**Resolved**, the Solano County Board of Supervisors authorizes the County Administrator, or designee, to execute the Memorandum of Understanding with MCE Clean Energy subject to County Counsel approval.

**Resolved**, the Solano County Board of Supervisors requests membership in the MCE Clean Energy Joint Powers Authority.

**Resolved**, the Solano County Board of Supervisors requests the Board of Directors of MCE Clean Energy approve the County of Solano as a member of MCE Clean Energy Joint Powers Authority.

**Resolved**, the Solano County Board of Supervisors authorizes the County Administrator, or designee, to execute other documents necessary or desirable to initiate membership with MCE Clean Energy, subject to County Counsel approval.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on September 11, 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

## **Memorandum of Understanding between MCE and County of Solano**

### **Exploring Inclusion in MCE**

This Memorandum of Understanding (MOU), regarding MCE membership consideration is entered into by and between MCE and the County of Solano.

**WHEREAS**, the County of Solano has expressed interest in exploring membership in MCE, and

**WHEREAS**, MCE has a Policy to consider new community inclusion, subject to receipt of a complete application and subject to MCE analysis and approval, and

**WHEREAS**, MCE and County of Solano are collaborating to determine the feasibility of including County of Solano within MCE's Service area and approving the County of Solano application for membership; and

**WHEREAS**, MCE and County of Solano have a mutual interest in following the guidelines below,

**NOW THEREFORE**, the parties hereto agree as follows:

1. County of Solano agrees to assign one staff member as primary point of contact with MCE. Assigned staff member will support and facilitate communication with other County of Solano staff and officials, as well as provide input and high-level assistance on community outreach.
2. County of Solano will work with MCE to conduct public outreach about the MCE program to aid in outreach and education and to collect feedback from the community. Options to publicize include, but are not limited to, website, social media, public events, community workshops, and newsletter announcements, as well as distribution of flyers and handouts provided by MCE.
3. County of Solano will complete and submit 'MCE Membership Application' to MCE.
4. After receipt of complete Membership Application, MCE will conduct a quantitative analysis to determine feasibility of adding County of Solano to the MCE Service Area, and approve membership if analysis results are positive.
5. Subject to membership approval by the MCE Board, County of Solano agrees to publicize and share information about MCE within its community during the 6 month enrollment period. Options to publicize include, but are not limited to, website, social media, public events, community workshops, and newsletter announcements (where feasible), as well as distribution of flyers and handouts provided by MCE at County of Solano offices.

6. Subject to membership approval by the MCE Board, County of Solano agrees to provide desk space for up to 2 MCE staff during the 6 month enrollment period, and agrees to consider on-going desk space availability if needed for effective and efficient outreach.

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU.

MCE:

By: _____	_____
Dawn Weisz, CEO	Date
MCE	

County of Solano:

By: _____	_____
Birgitta E. Corsello, County Administrator	Date
COUNTY OF SOLANO	

**Marin Energy Authority  
- Joint Powers Agreement -**

**Effective December 19, 2008**

**As amended by Amendment No. 1 dated December 3, 2009  
As further amended by Amendment No. 2 dated March 4, 2010  
As further amended by Amendment No. 3 dated May 6, 2010  
As further amended by Amendment No. 4 dated December 1, 2011  
As further amended by Amendment No. 5 dated July 5, 2012  
As further amended by Amendment No. 6 dated September 5, 2013  
As further amended by Amendment No. 7 dated December 5, 2013  
As further amended by Amendment No. 8 dated September 4, 2014  
As further amended by Amendment No. 9 dated December 4, 2014  
As further amended by Amendment No. 10 dated April 21, 2016  
As further amended by Amendment No. 11 dated May 19, 2016  
As further amended by Amendment No. 12 dated July 20, 2017**

**Among The Following Parties:**

**City of American Canyon  
City of Belvedere  
City of Benicia  
City of Calistoga  
City of Concord  
Town of Corte Madera  
Town of Danville  
City of El Cerrito  
Town of Fairfax  
City of Lafayette  
City of Larkspur  
City of Martinez  
Town of Moraga  
City of Mill Valley  
City of Napa  
City of Novato  
City of Oakley  
City of Pinole  
City of Pittsburg  
City of Richmond  
Town of Ross  
Town of San Anselmo**

**City of San Pablo**  
**City of San Rafael**  
**City of San Ramon**  
**City of Sausalito**  
**City of St. Helena**  
**Town of Tiburon**  
**City of Walnut Creek**  
**Town of Yountville**  
**County of Contra Costa**  
**County of Marin**  
**County of Napa**

## **MARIN ENERGY AUTHORITY JOINT POWERS AGREEMENT**

This **Joint Powers Agreement** (“Agreement”), effective as of December 19, 2008, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the parties set forth in Exhibit B (“Parties”). The term “Parties” shall also include an incorporated municipality or county added to this Agreement in accordance with Section 3.1.

### **RECITALS**

1. The Parties are either incorporated municipalities or counties sharing various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and their inhabitants.
2. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local government to develop programs to reduce greenhouse emissions.
3. The purposes for the Initial Participants (as such term is defined in Section 2.2 below) entering into this Agreement include addressing climate change by reducing energy related greenhouse gas emissions and securing energy supply and price stability, energy efficiencies and local economic benefits. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar and wind energy production.
4. The Parties desire to establish a separate public agency, known as the Marin Energy Authority (“Authority”), under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”) in order to collectively study, promote, develop, conduct, operate, and manage energy programs.
5. The Initial Participants have each adopted an ordinance electing to implement through the Authority Community Choice Aggregation, an electric service enterprise agency available to cities and counties pursuant to California Public Utilities Code Section 366.2 (“CCA Program”). The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program. Regardless of whether or not Program Agreement 1 is approved and the CCA Program becomes operational, the parties intend for the Authority to continue to study, promote, develop, conduct, operate and manage other energy programs.



## **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

### **ARTICLE 1 CONTRACT DOCUMENTS**

**1.1 Definitions.** Capitalized terms used in the Agreement shall have the meanings specified in Exhibit A, unless the context requires otherwise.

**1.2 Documents Included.** This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.

Exhibit A:	Definitions
Exhibit B:	List of the Parties
Exhibit C:	Annual Energy Use
Exhibit D:	Voting Shares

**1.3 Revision of Exhibits.** The Parties agree that Exhibits B, C and D to this Agreement describe certain administrative matters that may be revised upon the approval of the Board, without such revision constituting an amendment to this Agreement, as described in Section 8.4. The Authority shall provide written notice to the Parties of the revision of any such exhibit.

### **ARTICLE 2 FORMATION OF MARIN ENERGY AUTHORITY**

**2.1 Effective Date and Term.** This Agreement shall become effective and Marin Energy Authority shall exist as a separate public agency on the date this Agreement is executed by at least two Initial Participants after the adoption of the ordinances required by Public Utilities Code Section 366.2(c)(10). The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 7.4, subject to the rights of the Parties to withdraw from the Authority.

**2.2 Initial Participants.** During the first 180 days after the Effective Date, all other Initial Participants may become a Party by executing this Agreement and delivering an executed copy of this Agreement and a copy of the adopted ordinance required by Public Utilities Code Section 366.2(c)(10) to the Authority. Additional conditions, described in Section 3.1, may apply (i) to either an incorporated municipality or county desiring to become a Party and is not an Initial Participant and (ii) to Initial Participants that have not executed and delivered this Agreement within the time period described above.

- 2.3 Formation.** There is formed as of the Effective Date a public agency named the Marin Energy Authority. Pursuant to Sections 6506 and 6507 of the Act, the Authority is a public agency separate from the Parties. The debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties unless the governing board of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Party who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Parties agree to assume the debt, liability or obligation of the Authority. Notwithstanding Section 8.4 of this Agreement, this Section 2.3 may not be amended unless such amendment is approved by the governing board of each Party.
- 2.4 Purpose.** The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to each Party to study, promote, develop, conduct, operate, and manage energy and energy-related climate change programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Parties intend for this Agreement to be used as a contractual mechanism by which the Parties are authorized to participate as a group in the CCA Program, as further described in Section 5.1. The Parties intend that subsequent agreements shall define the terms and conditions associated with the actual implementation of the CCA Program and any other energy programs approved by the Authority.
- 2.5 Powers.** The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following:
- 2.5.1** make and enter into contracts;
  - 2.5.2** employ agents and employees, including but not limited to an Executive Director;
  - 2.5.3** acquire, contract, manage, maintain, and operate any buildings, works or improvements;
  - 2.5.4** acquire by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property;
  - 2.5.5** lease any property;
  - 2.5.6** sue and be sued in its own name;
  - 2.5.7** incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Section 53850 et seq. and authority under the Act;
  - 2.5.8** issue revenue bonds and other forms of indebtedness;
  - 2.5.9** apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state or local public agency;

- 2.5.10** submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;
  - 2.5.11** adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority (“Operating Rules and Regulations”); and
  - 2.5.12** make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services.
- 2.6**    **Limitation on Powers.** As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by the County of Marin.
- 2.7**    **Compliance with Local Zoning and Building Laws.** Notwithstanding any other provisions of this Agreement or state law, any facilities, buildings or structures located, constructed or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed.

### **ARTICLE 3**

#### **AUTHORITY PARTICIPATION**

- 3.1**    **Addition of Parties.** Subject to Section 2.2, relating to certain rights of Initial Participants, other incorporated municipalities and counties may become Parties upon (a) the adoption of a resolution by the governing body of such incorporated municipality or such county requesting that the incorporated municipality or county, as the case may be, become a member of the Authority, (b) the adoption, by an affirmative vote of the Board satisfying the requirements described in Section 4.9.1, of a resolution authorizing membership of the additional incorporated municipality or county, specifying the membership payment, if any, to be made by the additional incorporated municipality or county to reflect its pro rata share of organizational, planning and other pre-existing expenditures, and describing additional conditions, if any, associated with membership, (c) the adoption of an ordinance required by Public Utilities Code Section 366.2(c)(10) and execution of this Agreement and other necessary program agreements by the incorporated municipality or county, (d) payment of the membership payment, if any, and (e) satisfaction of any conditions established by the Board. Notwithstanding the foregoing, in the event the Authority decides to not implement a CCA Program, the requirement that an additional party adopt the ordinance required by Public Utilities Code Section 366.2(c)(10) shall not apply. Under such circumstance, the Board resolution authorizing membership of an additional incorporated municipality or county shall be adopted in accordance with the voting requirements of Section 4.10.

- 3.2 Continuing Participation.** The Parties acknowledge that membership in the Authority may change by the addition and/or withdrawal or termination of Parties. The Parties agree to participate with such other Parties as may later be added, as described in Section 3.1. The Parties also agree that the withdrawal or termination of a Party shall not affect this Agreement or the remaining Parties' continuing obligations under this Agreement.

## **ARTICLE 4 GOVERNANCE AND INTERNAL ORGANIZATION**

- 4.1 Board of Directors.** The governing body of the Authority shall be a Board of Directors ("Board") consisting of one director for each Party appointed in accordance with Section 4.2.
- 4.2 Appointment and Removal of Directors.** The Directors shall be appointed and may be removed as follows:
- 4.2.1** The governing body of each Party shall appoint and designate in writing one regular Director who shall be authorized to act for and on behalf of the Party on matters within the powers of the Authority. The governing body of each Party also shall appoint and designate in writing one alternate Director who may vote on matters when the regular Director is absent from a Board meeting. The person appointed and designated as the Director or the alternate Director shall be a member of the governing body of the Party. As an alternative to appointing its own Director and alternate Director, the governing body of any Party may elect to designate another Party within the same county (the "designated Party") to represent it on the Board with the Director and alternate Director from the designated Party (the "consolidated Parties"). Notwithstanding any provision in this Agreement to the contrary, in the case of such an election by one or more Parties in the same county, the designated Party shall have the combined votes and voting shares of the consolidated Parties and shall vote on behalf of the consolidated Parties. The governing body of a Party may revoke its designation of another Party to vote on its behalf at any time. Neither an election by a Party to designate another Party to vote on its behalf or a revocation of this election shall be effective unless provided in a written notice to the Authority.
- 4.2.2** The Operating Rules and Regulations, to be developed and approved by the Board in accordance with Section 2.5.11, shall specify the reasons for and process associated with the removal of an individual Director for cause. Notwithstanding the foregoing, no Party shall be deprived of its right to seat a Director on the Board and any such Party for which its

Director and/or alternate Director has been removed may appoint a replacement.

- 4.3 Terms of Office.** Each Director shall serve at the pleasure of the governing body of the Party that the Director represents, and may be removed as Director by such governing body at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the position of the previous Director in accordance with the provisions of Section 4.2 within 90 days of the date that such position becomes vacant.
- 4.4 Quorum.** A majority of the Directors shall constitute a quorum, except that less than a quorum may adjourn from time to time in accordance with law.
- 4.5 Powers and Function of the Board.** The Board shall conduct or authorize to be conducted all business and activities of the Authority, consistent with this Agreement, the Authority Documents, the Operating Rules and Regulations, and applicable law.
- 4.6 Executive Committee.** The Board may establish an executive committee consisting of a smaller number of Directors. The Board may delegate to the executive committee such authority as the Board might otherwise exercise, subject to limitations placed on the Board's authority to delegate certain essential functions, as described in the Operating Rules and Regulations. The Board may not delegate to the Executive Committee or any other committee its authority under Section 2.5.11 to adopt and amend the Operating Rules and Regulations.
- 4.7 Commissions, Boards and Committees.** The Board may establish any advisory commissions, boards and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement.
- 4.8 Director Compensation.** Compensation for work performed by Directors on behalf of the Authority shall be borne by the Party that appointed the Director. The Board, however, may adopt by resolution a policy relating to the reimbursement of expenses incurred by Directors.
- 4.9 Board Voting Related to the CCA Program.**
- 4.9.1.** To be effective, on all matters specifically related to the CCA Program, a vote of the Board shall consist of the following: (1) a majority of all Directors shall vote in the affirmative or such higher voting percentage expressly set forth in Sections 7.2 and 8.4 (the "percentage vote") and (2) the corresponding voting shares (as described in Section 4.9.2 and Exhibit D) of all such Directors voting in the affirmative shall exceed 50%, or such other higher voting shares percentage expressly set forth in Sections 7.2 and 8.4 (the "percentage voting shares"), provided that, in instances in which such other higher voting share percentage would result in any one

Director having a voting share that equals or exceeds that which is necessary to disapprove the matter being voted on by the Board, at least one other Director shall be required to vote in the negative in order to disapprove such matter.

**4.9.2.** Unless otherwise stated herein, voting shares of the Directors shall be determined by combining the following: (1) an equal voting share for each Director determined in accordance with the formula detailed in Section 4.9.2.1, below; and (2) an additional voting share determined in accordance with the formula detailed in Section 4.9.2.2, below.

**4.9.2.1** Pro Rata Voting Share. Each Director shall have an equal voting share as determined by the following formula:  $(1/\text{total number of Directors})$  multiplied by 50, and

**4.9.2.2** Annual Energy Use Voting Share. Each Director shall have an additional voting share as determined by the following formula:  $(\text{Annual Energy Use}/\text{Total Annual Energy})$  multiplied by 50, where (a) “Annual Energy Use” means, (i) with respect to the first 5 years following the Effective Date, the annual electricity usage, expressed in kilowatt hours (“kWhs”), within the Party’s respective jurisdiction and (ii) with respect to the period after the fifth anniversary of the Effective Date, the annual electricity usage, expressed in kWhs, of accounts within a Party’s respective jurisdiction, and any additional jurisdictions which they represent, that are served by the Authority and (b) “Total Annual Energy” means the sum of all Parties’ Annual Energy Use. The initial values for Annual Energy use are designated in Exhibit C, and shall be adjusted annually as soon as reasonably practicable after January 1, but no later than March 1 of each year

**4.9.2.3** The voting shares are set forth in Exhibit D. Exhibit D may be updated to reflect revised annual energy use amounts and any changes in the parties to the Agreement without amending the Agreement provided that the Board is provided a copy of the updated Exhibit D.

**4.10** **Board Voting on General Administrative Matters and Programs Not Involving CCA.** Except as otherwise provided by this Agreement or the Operating Rules and Regulations, each member shall have one vote on general administrative matters, including but not limited to the adoption and amendment of the Operating Rules and Regulations, and energy programs not involving CCA. Action on these items shall be determined by a majority vote of the quorum present and voting on the item or such higher voting percentage expressly set forth in Sections 7.2 and 8.4.

**4.11 Board Voting on CCA Programs Not Involving CCA That Require Financial Contributions.**

The approval of any program or other activity not involving CCA that requires financial contributions by individual Parties shall be approved only by a majority vote of the full membership of the Board subject to the right of any Party who votes against the program or activity to opt-out of such program or activity pursuant to this section. The Board shall provide at least 45 days prior written notice to each Party before it considers the program or activity for adoption at a Board meeting. Such notice shall be provided to the governing body and the chief administrative officer, city manager or town manager of each Party. The Board also shall provide written notice of such program or activity adoption to the above-described officials of each Party within 5 days after the Board adopts the program or activity. Any Party voting against the approval of a program or other activity of the Authority requiring financial contributions by individual Parties may elect to opt-out of participation in such program or activity by providing written notice of this election to the Board within 30 days after the program or activity is approved by the Board. Upon timely exercising its opt-out election, a Party shall not have any financial obligation or any liability whatsoever for the conduct or operation of such program or activity.

**4.12 Meetings and Special Meetings of the Board.** The Board shall hold at least four regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law. All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code Section 54950 et seq.).

**4.13 Selection of Board Officers.**

**4.13.1 Chair and Vice Chair.** The Directors shall select, from among themselves, a Chair, who shall be the presiding officer of all Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if: (a) the person serving dies, resigns, or the Party that the person represents removes the person as its representative on the Board or (b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement.

**4.13.2 Secretary.** The Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes of

all meetings of the Board and all other official records of the Authority.

- 4.13.3 Treasurer and Auditor.** The Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom needs to be a member of the Board. If the Board so designates, and in accordance with the provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the Authority. Unless otherwise exempted from such requirement, the Authority shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall act as the depository of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The Board may require the Treasurer and/or Auditor to file with the Authority an official bond in an amount to be fixed by the Board, and if so requested the Authority shall pay the cost of premiums associated with the bond. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time. The duties and obligations of the Treasurer are further specified in Article 6.
- 4.14 Administrative Services Provider.** The Board may appoint one or more administrative services providers to serve as the Authority's agent for planning, implementing, operating and administering the CCA Program, and any other program approved by the Board, in accordance with the provisions of a written agreement between the Authority and the appointed administrative services provider or providers that will be known as an Administrative Services Agreement. The Administrative Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the CCA Program and other approved programs. The Administrative Services Agreement shall set forth the term of the Agreement and the circumstances under which the Administrative Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the CCA Program or any other program.

## **ARTICLE 5**

### **IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS**

- 5.1 Preliminary Implementation of the CCA Program.**



**5.1.1 Enabling Ordinance.** Except as otherwise provided by Section 3.1, prior to the execution of this Agreement, each Party shall adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(10) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.

**5.1.2 Implementation Plan.** The Authority shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Board in the manner provided by Section 4.9.

**5.1.3 Effect of Vote On Required Implementation Action.** In the event that two or more Parties vote to approve Program Agreement 1 or any earlier action required for the implementation of the CCA Program ("Required Implementation Action"), but such vote is insufficient to approve the Required Implementation Action under Section 4.9, the following will occur:

**5.1.3.1** The Parties voting against the Required Implementation Action shall no longer be a Party to this Agreement and this Agreement shall be terminated, without further notice, with respect to each of the Parties voting against the Required Implementation Action at the time this vote is final. The Board may take a provisional vote on a Required Implementation Action in order to initially determine the position of the Parties on the Required Implementation Action. A vote, specifically stated in the record of the Board meeting to be a provisional vote, shall not be considered a final vote with the consequences stated above. A Party who is terminated from this Agreement pursuant to this section shall be considered the same as a Party that voluntarily withdrew from the Agreement under Section 7.1.1.1.

**5.1.3.2** After the termination of any Parties pursuant to Section 5.1.3.1, the remaining Parties to this Agreement shall be only the Parties who voted in favor of the Required Implementation Action.

**5.1.4 Termination of CCA Program.** Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any

time in accordance with any applicable requirements of state law.

- 5.2 Authority Documents.** The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution, including but not necessarily limited to the Operating Rules and Regulations, the annual budget, and specified plans and policies defined as the Authority Documents by this Agreement. The Parties agree to abide by and comply with the terms and conditions of all such Authority Documents that may be adopted by the Board, subject to the Parties' right to withdraw from the Authority as described in Article 7.

## **ARTICLE 6 FINANCIAL PROVISIONS**

- 6.1 Fiscal Year.** The Authority's fiscal year shall be 12 months commencing April 1 and ending March 31. The fiscal year may be changed by Board resolution.

**6.2 Depository.**

**6.2.1** All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.

**6.2.2** All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Parties at all reasonable times. The Board shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.

**6.2.3** All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.

**6.3 Budget and Recovery Costs.**

**6.3.1 Budget.** The initial budget shall be approved by the Board. The Board may revise the budget from time to time through an Authority Document as may be reasonably necessary to address contingencies and unexpected

expenses. All subsequent budgets of the Authority shall be prepared and approved by the Board in accordance with the Operating Rules and Regulations.

**6.3.2 County Funding of Initial Costs.** The County of Marin shall fund the Initial Costs of the Authority in implementing the CCA Program in an amount not to exceed \$500,000 unless a larger amount of funding is approved by the Board of Supervisors of the County. This funding shall be paid by the County at the times and in the amounts required by the Authority. In the event that the CCA Program becomes operational, these Initial Costs paid by the County of Marin shall be included in the customer charges for electric services as provided by Section 6.3.4 to the extent permitted by law, and the County of Marin shall be reimbursed from the payment of such charges by customers of the Authority. The Authority may establish a reasonable time period over which such costs are recovered. In the event that the CCA Program does not become operational, the County of Marin shall not be entitled to any reimbursement of the Initial Costs it has paid from the Authority or any Party.

**6.3.3 CCA Program Costs.** The Parties desire that, to the extent reasonably practicable, all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric services under the CCA Program, including the establishment and maintenance of various reserve and performance funds, shall be recovered through charges to CCA customers receiving such electric services.

**6.3.4 General Costs.** Costs that are not directly or indirectly attributable to the provision of electric services under the CCA Program, as determined by the Board, shall be defined as general costs. General costs shall be shared among the Parties on such basis as the Board shall determine pursuant to an Authority Document.

**6.3.5 Other Energy Program Costs.** Costs that are directly or indirectly attributable to energy programs approved by the Authority other than the CCA Program shall be shared among the Parties on such basis as the Board shall determine pursuant to an Authority Document.

## **ARTICLE 7 WITHDRAWAL AND TERMINATION**

### **7.1 Withdrawal.**

### **7.1.1 General.**

**7.1.1.1** Prior to the Authority's execution of Program Agreement 1, any Party may withdraw its membership in the Authority by giving no less than 30 days advance written notice of its election to do so, which notice shall be given to the Authority and each Party. To permit consideration by the governing body of each Party, the Authority shall provide a copy of the proposed Program Agreement 1 to each Party at least 90 days prior to the consideration of such agreement by the Board.

**7.1.1.2** Subsequent to the Authority's execution of Program Agreement 1, a Party may withdraw its membership in the Authority, effective as of the beginning of the Authority's fiscal year, by giving no less than 6 months advance written notice of its election to do so, which notice shall be given to the Authority and each Party, and upon such other conditions as may be prescribed in Program Agreement 1.

**7.1.2 Amendment.** Notwithstanding Section 7.1.1, a Party may withdraw its membership in the Authority following an amendment to this Agreement in the manner provided by Section 8.4.

**7.1.3 Continuing Liability; Further Assurances.** A Party that withdraws its membership in the Authority may be subject to certain continuing liabilities, as described in Section 7.3. The withdrawing Party and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from membership in the Authority. The Operating Rules and Regulations shall prescribe the rights if any of a withdrawn Party to continue to participate in those Board discussions and decisions affecting customers of the CCA Program that reside or do business within the jurisdiction of the Party.

**7.2 Involuntary Termination of a Party.** This Agreement may be terminated with respect to a Party for material non-compliance with provisions of this Agreement or the Authority Documents upon an affirmative vote of the Board in which the minimum percentage vote and percentage voting shares, as described in Section 4.9.1, shall be no less than 67%, excluding the vote and voting shares of the Party subject to possible termination. Prior to any vote to terminate this Agreement with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or the Authority Documents that the Party has allegedly violated. The Party subject to possible termination

shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Party that has had its membership in the Authority terminated may be subject to certain continuing liabilities, as described in Section 7.3. In the event that the Authority decides to not implement the CCA Program, the minimum percentage vote of 67% shall be conducted in accordance with Section 4.10 rather than Section 4.9.1.

- 7.3 Continuing Liability; Refund.** Upon a withdrawal or involuntary termination of a Party, the Party shall remain responsible for any claims, demands, damages, or liabilities arising from the Party's membership in the Authority through the date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any claims, demands, damages, or liabilities arising after the date of the Party's withdrawal or involuntary termination. In addition, such Party also shall be responsible for any costs or obligations associated with the Party's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Party. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority, to cover the Party's liability for the costs described above. Any amount of the Party's funds held on deposit with the Authority above that which is required to pay any liabilities or obligations shall be returned to the Party.
- 7.4 Mutual Termination.** This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its membership in the Authority, and thus terminate this Agreement with respect to such withdrawing Party, as described in Section 7.1.
- 7.5 Disposition of Property upon Termination of Authority.** Upon termination of this Agreement as to all Parties, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Parties in proportion to the contributions made by each.

## **ARTICLE 8 MISCELLANEOUS PROVISIONS**

- 8.1 Dispute Resolution.** The Parties and the Authority shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Should

such efforts to settle a dispute, after reasonable efforts, fail, the dispute shall be settled by binding arbitration in accordance with policies and procedures established by the Board.

- 8.2 Liability of Directors, Officers, and Employees.** The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Section 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the Authority, or its Directors, officers, or employees.
- 8.3 Indemnification of Parties.** The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority, the Parties and the public. The Authority shall defend, indemnify and hold harmless the Parties and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.
- 8.4 Amendment of this Agreement.** This Agreement may be amended by an affirmative vote of the Board in which the minimum percentage vote and percentage voting shares, as described in Section 4.9.1, shall be no less than 67%. The Authority shall provide written notice to all Parties of amendments to this Agreement, including the effective date of such amendments. A Party shall be deemed to have withdrawn its membership in the Authority effective immediately upon the vote of the Board approving an amendment to this Agreement if the Director representing such Party has provided notice to the other Directors immediately preceding the Board's vote of the Party's intention to withdraw its membership in the Authority should the amendment be approved by the Board. As described in Section 7.3, a Party that withdraws its membership in the Authority in accordance with the above-described procedure may be subject to continuing liabilities incurred prior to the Party's withdrawal. In the event that the Authority decides to not implement the CCA Program, the minimum percentage vote of 67% shall be conducted in accordance with Section 4.10 rather than Section 4.9.1.
- 8.5 Assignment.** Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this Section 8.5 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the

successors and assigns of the Parties. This Section 8.5 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.

- 8.6 Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.
- 8.7 Further Assurances.** Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.
- 8.8 Execution by Counterparts.** This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.
- 8.9 Parties to be Served Notice.** Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties.

## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: Leon Garcia

Name: Leon Garcia

Title: Mayor

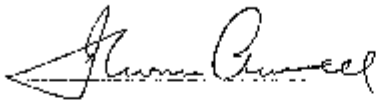
Date: 4.7.16

Party: City of American Canyon



**ARTICLE 9  
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 

Name: Thomas Cromwell

Title: Mayor


Date: December 8, 2008

Party: City of Belvedere

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By:   
Name: Elizabeth Patterson  
Title: Mayor  
Date: 12.29.14  
Party: City of Benicia

APPROVED AS TO FORM  
  
CITY ATTORNEY

## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

Name:

Dylan Fark

Title:

City Manager

Date:

April 7, 2016

Party: City of Calistoga

## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

Name: Mike Parness

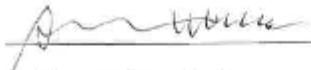
Title: City Manager

Date: 4-11-16

Party: City of Napa

ARTICLE 9  
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By:   
Name: Alexandra Cock  
Title: Mayor  
Date: December 6, 2011  
Party: Town of Corte Madera

ATTEST

  
Christine Green, Town Clerk

**ARTICLE 9  
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 

Name: CHARLES F. MCGLASHAN

Title: PRESIDENT, BO OF SUPERVISORS

Date: NOVEMBER 18 2008

Party: COUNTY OF MARIN


ARTICLE 9

Marin Clean Energy JPA Agreement

SIGNATURE

Amendment No. 8

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement  
establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

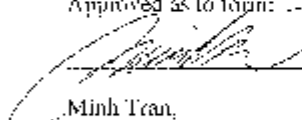
Name: Mark Luce,

Title: Chairman, Napa County Board of Supervisors

Date: 7/22/14

Party: Napa County

Approved as to form:

 Date 7/24/14

Minh Tran,

County Counsel

---

**ARTICLE 9**

**SIGNATURE**

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: \_\_\_\_\_

Name: Scott Eakin

Title: City Manager

Date: \_\_\_\_\_

Party: City of El Cerrito



**ARTICLE 9  
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: David Weinsoff

Name: David Weinsoff

Title: Mayor

Date: 2.12.09

Party: Town of Fairfax

## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

Name: Mark Mitchell

Title: Mayor

Date: 3-14-16

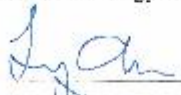
Party: City of Lafayette

Attest:

  
Joanne Robbins, City Clerk

ARTICLE 9  
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement  
establishing the Marin Energy Authority.

By: 

Name: Larry Chu

Title: Mayor, Larkspur

Date: November 16, 2011

Party: CITY OF LARKSPUR

**ARTICLE 9  
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: Shawn E. Marshall

Name: Shawn E. Marshall

Title: Mayer

Date: December 2, 2008

Party: City of Mill Valley

**ARTICLE 9  
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: Madeline R. Kellner

Name: Madeline R. Kellner

Title: Mayor

Date: October 7, 2011

Party: City of Novato

## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority

By: *Deane McLaughlin*  
Name: *Deane McLaughlin*  
Title: *Mayor*  
Date: *7/5/12*  
Partly: *City of Richmond*

ARTICLE 9  
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 

Name: Carla Small

Title: Mayor

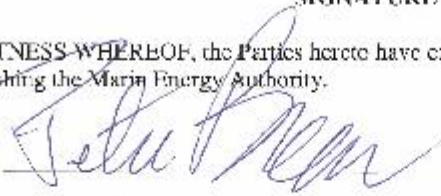
Date: 11/16/11

Party: Town of Ross

**ARTICLE 9  
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement  
establishing the Marin Energy Authority.

By:



Name: Peter Breen

Title: Mayor

Date: January 9, 2009

Party: Town of San Anselmo



## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing ~~Marin Clean Energy~~ (formerly, Marin Energy Authority)

By: 

Name: Paul V. Morris

Title: Mayor, City of San Pablo

Date: SEPT. 16, 2014

Party: City of San Pablo

**ARTICLE 9  
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement  
establishing the Marin Energy Authority.

By: Cyr N. Miller

Name: Cyr N. Miller

Title: Vice Mayor

Date: December 1, 2008

Party: CITY OF SAN RAFAEL

ARTICLE 9  
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement  
establishing the Marin Energy Authority.

By: Amy Belser  
Name: Amy Belser  
Title: Mayor  
Date: November 18, 2008  
Party: City of Sausalito

Attest:

Isabel Rodriguez  
Deputy City Clerk

Item: 5A  
Meeting Date: 11-18-08  
Page #: 24

## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: Alan Galbraith  
Name: Alan Galbraith  
Title: Mayor  
Date: 4/14/16

Party: City of St. Helena

**ARTICLE 9  
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By:



Name: ALICE FREDERICKS

Title: MAYOR

Date: 2/10/09

Party: TOWN OF TIBURON

**ARTICLE 9**

**SIGNATURE**

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: Luella Haskeu

Name: LOELLA HASKEU

Title: MAYOR


Date: 4/13/16

Party: City of Walnut Creek

**ARTICLE 9**

**SIGNATURE**

IN WITNESS WHEREOF, the parties herein have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

Name: Steven R. Rogers

Title: Town Manager

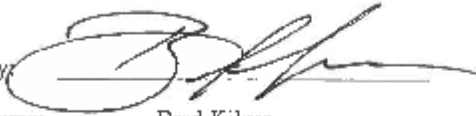
Date: 4/12/16

Party: Town of Yountville

**ARTICLE 9**

**SIGNATURE**

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)


By:   
Name: Brad Kilger  
Title: City Manager  
Date: 7/26/17  
Party: City of Martinez



## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By:   
Name: Joe Sbranti  
Title: City Manager  
Date: 7/24/2017  
Party: City of Pittsburg

## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By:  \_\_\_\_\_

Name: JOE GORTON

Title: CITY MANAGER

Date: 7/31/17

Party: City of San Ramon

## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By:



Name: Valerie J. Barode

Title: City Manager

Date: July 24, 2017

Party: City of Concord

## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By:



Name: Federal D. Glover

Title: Chair, Board of Supervisors

Date: August 1, 2017

Party: Contra Costa County

**ARTICLE 9**

**SIGNATURE**

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By:   
Name: Joseph A. Calabro  
Title: Town Manager  
Date: July 17, 2017  
Party: Town of Danville

## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

Name: Robert Priebe

Title: Town Manager

Date: July 24, 2017


Party: Town of Moraga

**ARTICLE 9**

**SIGNATURE**

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By:

  
Name: Bryan A. Montgomery

Title:

City Manager

Date:

8/1/17

Party:

City of Oakley

ARTICLE 9  
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: Michelle Fitzer

Name: Michelle Fitzer

Title: City Manager

Date: 7/5/17

Party: City of Pinole

Approved as to form:

By: Eric Casher

Name: Eric Casher

Title: City Attorney

Date: 7/5/17



## **Exhibit A**

### **To the Joint Powers Agreement Marin Energy Authority**

#### **-Definitions-**

“AB 117” means Assembly Bill 117 (Stat. 2002, ch. 838, codified at Public Utilities Code Section 366.2), which created CCA.

“Act” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq.*)

“Administrative Services Agreement” means an agreement or agreements entered into after the Effective Date by the Authority with an entity that will perform tasks necessary for planning, implementing, operating and administering the CCA Program or any other energy programs adopted by the Authority.

“Agreement” means this Joint Powers Agreement.

“Annual Energy Use” has the meaning given in Section 4.9.2.2.

“Authority” means the Marin Energy Authority.

“Authority Document(s)” means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

“Board” means the Board of Directors of the Authority.

“CCA” or “Community Choice Aggregation” means an electric service option available to cities and counties pursuant to Public Utilities Code Section 366.2.

“CCA Program” means the Authority’s program relating to CCA that is principally described in Sections 2.4 and 5.1.

“Director” means a member of the Board of Directors representing a Party.

“Effective Date” means the date on which this Agreement shall become effective and the Marin Energy Authority shall exist as a separate public agency, as further described in Section 2.1.

“Implementation Plan” means the plan generally described in Section 5.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the California Public Utilities Commission for the purpose of describing a proposed CCA Program.

“Initial Costs” means all costs incurred by the Authority relating to the establishment and initial operation of the Authority, such as the hiring of an Executive Director and any administrative staff, any required accounting, administrative, technical and legal services in support of the Authority’s initial activities or in support of the negotiation, preparation and approval of one or more Administrative Services Provider Agreements and Program Agreement 1. Administrative and operational costs incurred after the approval of Program Agreement 1 shall not be considered Initial Costs.

“Initial Participants” means, for the purpose of this Agreement, the signatories to this JPA as of May 5, 2010 including City of Belvedere, Town of Fairfax, City of Mill Valley, Town of San Anselmo, City of San Rafael, City of Sausalito, Town of Tiburon and County of Marin.

“Operating Rules and Regulations” means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

“Parties” means, collectively, the signatories to this Agreement that have satisfied the conditions in Sections 2.2 or 3.2 such that it is considered a member of the Authority.

“Party” means, singularly, a signatory to this Agreement that has satisfied the conditions in Sections 2.2 or 3.2 such that it is considered a member of the Authority.

“Program Agreement 1” means the agreement that the Authority will enter into with an energy service provider that will provide the electricity to be distributed to customers participating in the CCA Program.

“Total Annual Energy” has the meaning given in Section 4.9.2.2.

## **Exhibit B**

### **To the Joint Powers Agreement Marin Energy Authority**

#### **-List of the Parties-**

##### **City of American Canyon**

City of Belvedere  
City of Benicia  
City of Calistoga  
City of Concord  
Town of Corte Madera  
Town of Danville  
City of El Cerrito  
Town of Fairfax  
City of Lafayette  
City of Larkspur  
City of Martinez  
Town of Moraga  
City of Mill Valley  
City of Napa  
City of Novato  
City of Oakley  
City of Pinole  
City of Pittsburg  
City of Richmond  
Town of Ross  
Town of San Anselmo  
City of San Pablo  
City of San Rafael  
City of San Ramon  
City of Sausalito  
Town of Tiburon  
City of Walnut Creek  
Town of Yountville  
County of Contra Costa  
County of Marin  
County of Napa

**EXHIBIT C**

**Marin Energy Authority**

**- Annual Energy Use -**

This Exhibit C is effective as of July 20, 2017.

<b>Party</b>	<b>kWh*</b>
City of American Canyon	75,238,389
City of Belvedere	7,161,787
City of Benicia	112,631,790
City of Calistoga	26,619,985
City of Concord	584,690,000
Town of Corte Madera	46,023,153
County of Contra Costa	1,027,456,000
Town of Danville	197,901,000
City of El Cerrito	56,615,873
Town of Fairfax	17,786,905
City of Lafayette	113,958,395
City of Larkspur	36,481,157
City of Martinez	162,001,000
City of Mill Valley	44,019,391
County of Marin	223,280,476
Town of Moraga	53,568,000
City of Napa	358,540,484
County of Napa	306,696,355

<b>City of Novato</b>	<b>182,518,152</b>
<b>City of Oakley</b>	<b>127,957,000</b>
<b>City of Pinole</b>	<b>69,497,000</b>
<b>City of Pittsburg</b>	<b>521,305,000</b>
<b>City of Richmond</b>	<b>369,368,162</b>
<b>Town of Ross</b>	<b>9,793,239</b>
<b>Town of San Anselmo</b>	<b>31,630,085</b>
<b>City of San Ramon</b>	<b>363,991,000</b>
<b>City of Saint Helena</b>	<b>51,846,619</b>
<b>City of San Pablo</b>	<b>69,813,169</b>
<b>City of San Rafael</b>	<b>226,213,075</b>
<b>City of Sausalito</b>	<b>31,778,338</b>
<b>Town of Tiburon</b>	<b>28,575,164</b>
<b>City of Walnut Creek</b>	<b>415,140,953</b>
<b>Town of Yountville</b>	<b>31,854,820</b>

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<b>MCE Total Energy Use</b>	<b>5,981,951,917</b>
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\*Data Provided by PG&E

## **EXHIBIT D**

### **Marin Energy Authority**

#### **- Voting Shares -**

This Exhibit D is effective as of July 20, 2017.

<b>Party</b>	<b>kWh (2015*)</b>	<b>Section 4.9.2.1</b>	<b>Section 4.9.2.2</b>	<b>Voting Share</b>
City of American Canyon	75,238,389	1.52%	0.63%	<b><i>2.14%</i></b>
City of Belvedere	7,161,787	1.52%	0.06%	<b><i>1.58%</i></b>
City of Benicia	112,631,790	1.52%	0.94%	<b><i>2.46%</i></b>
City of Calistoga	26,619,985	1.52%	0.22%	<b><i>1.74%</i></b>
City of Concord	584,690,000	1.52%	4.89%	<b><i>6.40%</i></b>
Town of Corte Madera	46,023,153	1.52%	0.38%	<b><i>1.90%</i></b>
County of Contra Costa	1,027,456,000	1.52%	8.59%	<b><i>10.10%</i></b>
Town of Danville	197,901,000	1.52%	1.65%	<b><i>3.17%</i></b>
City of El Cerrito	56,615,873	1.52%	0.47%	<b><i>1.99%</i></b>
Town of Fairfax	17,786,905	1.52%	0.15%	<b><i>1.66%</i></b>
City of Lafayette	113,958,395	1.52%	0.95%	<b><i>2.47%</i></b>
City of Larkspur	36,481,157	1.52%	0.30%	<b><i>1.82%</i></b>
City of Martinez	162,001,000	1.52%	1.35%	<b><i>2.87%</i></b>
City of Mill Valley	44,019,391	1.52%	0.37%	<b><i>1.88%</i></b>
County of Marin	223,280,476	1.52%	1.87%	<b><i>3.38%</i></b>
Town of Moraga	53,568,000	1.52%	0.45%	<b><i>1.96%</i></b>
City of Napa	358,540,484	1.52%	3.00%	<b><i>4.51%</i></b>
County of Napa	306,696,355	1.52%	2.56%	<b><i>4.08%</i></b>
City of Novato	182,518,152	1.52%	1.53%	<b><i>3.04%</i></b>
City of Oakley	127,957,000	1.52%	1.07%	<b><i>2.58%</i></b>
City of Pinole	69,497,000	1.52%	0.58%	<b><i>2.10%</i></b>
City of Pittsburg	521,305,000	1.52%	4.36%	<b><i>5.87%</i></b>
City of Richmond	369,368,162	1.52%	3.09%	<b><i>4.60%</i></b>
Town of Ross	9,793,239	1.52%	0.08%	<b><i>1.60%</i></b>
Town of San Anselmo	31,630,085	1.52%	0.26%	<b><i>1.78%</i></b>
City of San Ramon	363,991,000	1.52%	3.04%	<b><i>4.56%</i></b>
City of Saint Helena	51,846,619	1.52%	0.43%	<b><i>1.95%</i></b>
City of San Pablo	69,813,169	1.52%	0.58%	<b><i>2.10%</i></b>

City of San Rafael	226,213,075	1.52%	1.89%	<b><i>3.41%</i></b>
City of Sausalito	31,778,338	1.52%	0.27%	<b><i>1.78%</i></b>
Town of Tiburon	28,575,164	1.52%	0.24%	<b><i>1.75%</i></b>
City of Walnut Creek	415,140,953	1.52%	3.47%	<b><i>4.99%</i></b>
Town of Yountville	31,854,820	1.52%	0.27%	<b><i>1.78%</i></b>
<b>MCE Total Energy Use</b>	<b>5,981,951,917</b>	<b>50.00%</b>	<b>50.00%</b>	<b><i>100.00%</i></b>

\*Data Provided by PG&E