

Solano County

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



Agenda - Final

Tuesday, October 2, 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 **18-686** Conference with Real Property Negotiators: Property: APN 0030-295-130, 460 Union Avenue, Fairfield; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Megan Greve, General Services Director and Keith Hanson, Real Estate Services Manager; Negotiating party: Hal Alpert; Under negotiation: Price and terms

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

Attachments: [A - Memorandum](#)

RECONVENE - 9:00 A.M.**REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)****SALUTE TO THE FLAG AND A MOMENT OF SILENCE****PRESENTATIONS**Board of Supervisors:

- 2 **18-688** Adopt and present a resolution recognizing October 2018 as Domestic Violence Awareness Month in Solano County (Chair Vasquez)
Attachments: [A - Resolution](#)

Health and Social Services:

- 3 **18-643** Adopt and present a resolution recognizing October 21- 27, 2018 as Childhood Lead Poisoning Prevention Week (Supervisor Hannigan)
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

County Counsel:

- 4 **18-670** Adopt a resolution accepting claims for excess proceeds from tax-defaulted property sales and authorizing distribution of excess proceeds from the sales

Attachments: [A - Resolution](#)
 [B - Excess Proceeds Table](#)

Human Resources:

- 5 **18-668** Adopt a resolution to amend the Alphabetical Listing of Classes and Salaries to add the classification of Sheriff Criminal Justice Program Services Manager with a monthly salary of \$8,262.94 - \$10,043.65 and delete the classification of Inmate and Program Services Manager; and Adopt a resolution to amend the List of Numbers and Classifications of Positions to reclassify the Inmate Program Services Manager to Sheriff Criminal Justice Program Services Manager

Attachments: [A - Resolution - Alphabetical Listing of Classes and Salaries](#)
 [B - Resolution - List of Numbers and Classifications of Positions](#)
 [C - Class Specification](#)

General Services:

- 6 **18-684** Adopt a resolution authorizing application to the California Department of Transportation for a State Airport Loan in the amount of \$453,000 to renovate aeronautical office building spaces at the Nut Tree Airport; and Delegate signing authority to the County Administrator to execute the application, agreement, loan modifications for project funding and any other necessary documents associated with the State Airport Loan

Attachments: [A - Resolution](#)
 [B - Project Estimate](#)
 [C - Aerial Photo of Project Site](#)

HEALTH AND SOCIAL SERVICESHealth and Social Services

- 7 **18-531** Approve the seventh amendment with Netsmart Technologies, Inc. for \$391,562 for a total contract amount of \$4,925,450 through June 30, 2022 to include additional software licenses for Avatar Electronic Health Record, Order Connect, and Plexus Cloud Hosting licenses, and the implementation of electronic Prescribing Controlled Substances tokens and licenses and the Key Performance Index dashboard; and Authorize the County Administrator to execute the amendment and any future amendments that remain within budgeted appropriations

Attachments: [A - Netsmart Amendment](#)

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

- 8 **18-693** Approve 2 contracts, one with Medmark Treatment Centers - Fairfield, Inc. for \$1,416,432 and the other with Successful Alternatives for Addiction and Counseling Services, Inc. for \$1,226,366, to provide narcotic treatment services beginning on October 1, 2018 through June 30, 2019; Authorize the County Administrator to execute contract amendments that are within budgeted appropriations; Authorize the Director of Health and Social Services to execute any amendments which are technical or administrative in nature and have no fiscal impact; and Approve an Appropriation Transfer Request in the amount of \$1,930,297 (4/5 vote required)

Attachments: [A - Medmark Contract](#)

[B - Successful Alternatives Contract](#)

- 9 **18-704** Approve a 3 year Memorandum of Understanding between the Community Action Partnership of Solano, Joint Powers Authority and the Cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo for further implementation of the Housing First Solano Continuum of Care Coordinated Entry System for \$214,228, effective upon execution by all cities through June 30, 2021

Attachments: [A - Memorandum of Understanding](#)

CRIMINAL JUSTICESheriff's Office:

- 10 **18-660** Authorize the County Administrator to execute, pending county counsel concurrence, an agreement and any amendments with Health Management Associates on behalf of the California Department of Health Care Services to receive \$25,000 under the Expanding Medication Assisted Treatment in County Criminal Justice Settings: A Learning Collaborative Grant for the period August 1, 2018 through March 31, 2019; and Approve an Appropriation Transfer Request to recognize \$25,000 in unanticipated grant revenue and related appropriations to participate in learning collaboratives and receive training and guidance (4/5 vote required)
- 11 **18-685** Approve a 3 year agreement with Sun Ridge Systems, Inc. for replacement software for the Computer Aided Dispatch and Records Management System applications to include related applications and required interfaces, installation, training, and three-year support for a cost of \$596,808; Delegate authority to the Chief Information Officer to execute the agreement and any amendments that remain within budgeted appropriations not to exceed \$75,000; and Authorize the Sheriff or his designee, with concurrence of the Chief Information Officer, to execute amendments which are technical in nature

Attachments: [A - Agreement](#)

MISCELLANEOUS ITEMSBoard of Supervisors

- 12 **18-681** Approve the appointment of Mina Diaz to the First 5 Solano Children and Families Commission, representing District 2, to fill an unexpired term ending on June 27, 2021

REGULAR CALENDAR**Rescheduled Consent Items****Consider the following:**

- A)
- B)
- C)

GENERAL GOVERNMENTSolano County Housing Authority:

- 13 **18-622** Receive an update and accept public comments on the Solano County Housing Authority's activities during FY2017/18

LAND USE/TRANSPORTATIONResource Management:

- 14 **18-694** Consider adopting an urgency ordinance enacting Chapter 8 of the Solano County Code establishing minimum health and safety standards for emergency homeless facilities and shelters (4/5 vote required)
Attachments: [A - Ordinance](#)
- 15 **18-690** Receive a presentation on the current project delivery of capital project improvements, project delivery status, and project funding, including the Road Repair and Accountability Act of 2017

RECESS

2:00 P.M.

LAND USE/TRANSPORTATION

Resource Management:

- 16** **18-679** Conduct a noticed public hearing to consider updates to development policies and regulations for the Suisun Marsh, which include: Adopting a resolution approving a Negative Declaration; Adopting a resolution amending General Plan (G-18-02) with policies pertaining to the Suisun Marsh; Adopting an ordinance amending Chapter 28 (Zoning Regulations); Introducing an ordinance amending Chapter 31 (Grading, Drainage, Land Leveling, and Erosion Control); and Adopting a resolution amending the Solano County Component of the Suisun Marsh Local Protection Program and transmitting the Local Protection Program to the Bay Conservation and Development Commission for certification

Attachments: [A - Resolution Adopting Negative Declaration](#)
 [B - Resolution Amending General Plan](#)
 [C - Ordinance Amending Chapter 28](#)
 [D - Ordinance Amending Chapter 31](#)
 [E - Resolution Adopting 2018 LPP Amendment](#)
 [F - LPP Amendment Negative Declaration](#)
 [G - 2018 Local Protection Program](#)
 [H - Notice of Public Hearing](#)

- 17** **18-673** Conduct a noticed public hearing to consider Zone Text Amendment, (ZT-18-03) and the Planning Commission's affirmative recommendation; Adopt an ordinance amending Chapter 28 of the Solano County Code to define the short-term rental of a dwelling as a "vacation house rental" and to authorize such land use, subject to an administrative or minor use permit, within the Agricultural, Rural Residential and Watershed Zoning Districts

Attachments: [A - Ordinance](#)
 [B - Vacation House Rental Requirements Comparison Table](#)
 [C - Watershed Map](#)
 [D - Planning Commission Resolution](#)
 [E - July 19, 2018 Planning Commission Minutes](#)
 [F - June 21, 2018 Planning Commission Minutes](#)
 [G - May 17, 2018 Planning Commission Minutes](#)
 [H - Notice of Public Hearing](#)

- 18 **18-645** Conduct a noticed public hearing to consider the adoption of an ordinance establishing a permanent prohibition of the establishment of commercial cannabis activities, including commercial cultivation of medicinal and recreational cannabis, and commercial cannabis delivery, distribution, transportation, processing, manufacturing, retail operations, microbusinesses, collectives, cooperatives, and testing facilities of medicinal and recreational cannabis in the unincorporated areas of Solano County

Attachments: [A - Ordinance](#)
 [B - Planning Commission Resolution No. 4659](#)
 [C - Update on State and Local Cannabis Regs](#)
 [D - Notice of Public Hearing](#)

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

ADJOURN:

To the Board of Supervisors meeting of October 23, 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 #:	18-686	Contact:	Dennis Bunting, 784-6145
Agenda date:	10/02/2018	Final Action:	
Title:	<p>Conference with Real Property Negotiators: Property: APN 0030-295-130, 460 Union Avenue, Fairfield; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Megan Greve, General Services Director and Keith Hanson, Real Estate Services Manager; Negotiating party: Hal Alpert; Under negotiation: Price and terms</p> <p>Conference with Legal Counsel - Existing Litigation: County of Solano v. CMT Federal Credit Union, now known as Solano First Credit Union, Ticor Title, now known as Fidelity National Title Insurance Company, and DOEs 1 through 60</p>		
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 0030-295-130, 460 Union Avenue, Fairfield; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Megan Greve, General Services Director and Keith Hanson, Real Estate Services Manager; Negotiating party: Hal Alpert; Under negotiation: Price and terms
- C. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
 - a. County of Solano v. CMT Federal Credit Union, now known as Solano First Credit Union, Ticor Title, now known as Fidelity National Title Insurance Company, and DOEs 1 through 60
- D. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC § 54956.9)
 - a. Significant exposure to litigation pursuant to GC § 54956.9 (b):
 - b. Initiation of litigation pursuant to GC § 54956.9(c):
- E. LIABILITY CLAIMS-JOINT POWERS AUTHORITY (GC § 54956.95)
 - a. Claimant:_____
 - b. Agency against whom claim filed:_____
- F. THREAT TO PUBLIC SERVICES OR FACILITIES (GC § 54957)
 - a. Consultation with:_____
- G. PUBLIC EMPLOYEE APPOINTMENT
 - a. Title:
- H. PUBLIC EMPLOYMENT (GC § 54957)
 - a. Title:
- I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC § 54957)
 - a. Title:
- J. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (GC § 54957)
 - a. No information required
- K. CONFERENCE WITH LABOR NEGOTIATORS (GC § 54957.6);
- L. CASE REVIEW/PLANNING (GC § 54957.8)
- M. REPORT INVOLVING TRADE SECRET (GC § 54962, etc.)
 - a. Estimated year of public disclosure:_____
- N. HEARINGS
 - a. Subject matter:_____
(nature of hearing, i.e. medical audit comm.,
quality assurance comm., etc.)



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Agenda Submittal

Agenda #:	2	Status:	Presentation
Type:	Resolution-Presentation	Department:	Board of Supervisors
File #:	18-688	Contact:	John M. Vasquez, 784-6129
Agenda date:	10/02/2018	Final Action:	
Title:	Adopt and present a resolution recognizing October 2018 as Domestic Violence Awareness Month in Solano County (Chair Vasquez)		
Governing body:	Board of Supervisors		
District:	District 4		
Attachments:	A - Resolution		

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

Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

Supervisor Vasquez requests that the Board recognize October 2018 as Domestic Violence Awareness Month in Solano County

SUMMARY:

Domestic Violence Awareness Month evolved from the "Day of Unity" in October 1981 observed by the national Coalition Against Domestic Violence. The intent was to connect advocates across the nation who were working to end domestic violence. In 1989 the U.S Congress passed a law designating October of that year as national domestic Violence Awareness Month. Such legislation has passed every year since providing key leadership in this effort. Solano County stands against domestic violence and supports this national effort.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by 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 Solano County does not support domestic violence and can use this opportunity to raise awareness to this issue and support those who are victims of abuse.

OTHER AGENCY INVOLVEMENT:

Solano Family Justice Center, Solano County District Attorney's Office

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2018 -

RESOLUTION OF SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING OCTOBER 2018 AS DOMESTIC VIOLENCE AWARENESS MONTH IN SOLANO COUNTY

WHEREAS, Domestic Violence is a pattern of abusive and threatening behaviors perpetrated by an intimate partner or family member against another. Ninety-five percent of all domestic violence victims are women. Women between the ages of 18 and 34 endure the highest rate of domestic violence; and

WHEREAS, each year in this country over four million women experience physical assault and rape by their partners. One in three female homicide victims are murdered by their current or former partner every year and an estimated 3.3 million children are exposed to violence by family members. These children suffer deep and lasting emotional effects and are more likely to continue the cycle of abuse from one generation to the next; and

WHEREAS, the Board of Supervisors recognizes the importance of supporting countywide efforts to reduce incidents of domestic violence. There are many agencies and organizations within Solano County that serve those who are dealing with domestic violence. The Solano Family Justice Center (SFJC) is a model program designed to reduce barriers for victims seeking services. SFJC is helping to connect Solano County citizens who are victims of domestic violence and abuse with the support and care they need to feel safe again; and

WHEREAS, since the passage of the Violence Against Women Act nearly 20 years ago, our awareness and response to domestic violence has greatly improved. What was too often seen as a private issue in the past is now an issue of local and national concern. Laws have changed, our culture has transformed and support services for survivors have multiplied. There has been a significant drop in domestic violence homicides due in part to improved first-responder training and the efforts of support agencies to protect and bring justice to survivors.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors does hereby recognize October 2018 as Domestic Violence Awareness Month and applauds all agencies working to reduce domestic violence in our community. We stand with domestic violence survivors and will continue to do so until there is peace in our families, homes, and community.

Dated this 2nd day of October, 2018

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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Agenda Submittal

Agenda #:	3	Status:	Presentation
Type:	Resolution-Presentation	Department:	Health and Social Services
File #:	18-643	Contact:	Gerald Huber, 784-8400
Agenda date:	10/02/2018	Final Action:	
Title:	Adopt and present a resolution recognizing October 21- 27, 2018 as Childhood Lead Poisoning Prevention Week (Supervisor Hannigan)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services (H&SS) recommends that the Board adopt and present a resolution recognizing October 21 - 27, 2018 as Childhood Lead Poisoning Prevention Week.

SUMMARY:

The California Department of Public Health, Childhood Lead Poisoning Prevention Branch sponsors the fourth week of October as National Childhood Lead Poisoning Prevention Week. Solano County's Childhood Lead Poisoning Prevention Program joins in this statewide effort with this year's theme: "Dust and dirt with lead can hurt. Keep kids away from lead where they play." The purpose of this recognition is to raise awareness about prevention of childhood lead poisoning and the recommended resolution will assist in raising awareness in Solano County.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget. The costs associated with preparation and purchase of the resolution materials and plaque are included in the Board's FY2018/19 Adopted Budget. There is no additional financial impact to the County General Fund.

DISCUSSION:

The Childhood Lead Poisoning Prevention Acts of 1986 and 1989 confirmed that childhood lead exposure was the most significant environmental health problem in California for children. Local Childhood Lead Poisoning Prevention Programs were instructed to utilize prevention measures to reduce the incidence of childhood lead exposure in California. The Childhood Lead Poisoning Prevention Act of 1991 reconfirmed California's

commitment to lead poisoning prevention. The California Department of Public Health, Childhood Lead Poisoning Prevention Branch provides local programs with blood lead screening protocols and resources for identification and management of lead exposed children that have assisted in the reduction of childhood lead exposures.

Lead poisoning can permanently harm a child's nervous system and brain when they are still forming and make it hard for children to learn, pay attention and succeed in school. Higher amounts of lead exposure can damage the nervous system, kidneys, and other major organs. Childhood lead poisoning is preventable by taking steps to stop children and pregnant women from coming into contact with lead. These steps include washing hands, washing toys, wiping and cleaning windowsills and floors, and keeping painted surfaces in good condition. It may require abatement of a home to remove sources of lead exposure. It is also important to be aware of recalled products that may contain lead, especially toys, home remedies or powders used in cultural practices, such as sindoor, surma and turmeric.

There are no safe or normal levels of lead in the body. Young children less than six years of age are at greatest risk, especially children ages 12 to 24 months of age, because they often have their hands or toys in their mouth. Pregnant women with elevated lead levels may also pass it to their unborn child. Lead poisoned children usually have no evident symptoms. However, recent research shows that even at low blood levels, lead poisoning is linked to anemia, hyperactivity, learning/behavior problems, and hearing loss. Children at risk of lead poisoning should be tested at both 12 months and 24 months. Free blood lead testing is available for children who receive services from Medi-Cal or the Child Health and Disability Prevention Program, and private health insurance also usually covers the test. Additionally, children three to six years old who are at risk and were not tested at an earlier age should have a blood lead test. It is important to identify sources of lead in a child's daily life in order to reduce lead exposure.

Solano County Public Health's Childhood Lead Poisoning Prevention Program and Resource Management's Environmental Health Program continue to find environmental, cultural and commercial product sources of lead in the community. In FY 2017/18, 124 new cases of children with elevated blood lead levels were reported, an increase of 12% over the previous year. Eight of these children met the State case threshold which requires environmental investigation and a home visit by the public health nurse. The remaining children are being monitored. The Childhood Lead Poisoning Prevention Program mailed 104 letters to clients with educational packets regarding lead poisoning; 96 Solano County healthcare providers were contacted regarding follow-up lead testing needed for clients; and 81 children were removed from the program as their blood lead levels dropped below the level at which intervention is needed. With prevention education, nutrition intervention and case management, these families are educated to improve the health of their child. With funding from the California Lead Poisoning Prevention Branch, Solano County's Environmental Health Program continues to test additional houses suspected of causing low to moderate lead levels in children. In FY 2017/18, 11 environmental investigations were conducted by Environmental Health, with lead sources found in paint and soil in the interior and exterior of five homes. Five environmental investigations were required to achieve clearance. The most common lead sources are lead-contaminated paint and soil.

During October 21 - 27, 2018, the Childhood Lead Poisoning Prevention Program, Public Health Nursing and Environmental Health staff will recognize Lead Poisoning Prevention Week with a media campaign that will include outreach to public libraries, Child Health and Disability Prevention providers, and other agencies serving children and pregnant women.

ALTERNATIVES:

The Board may choose not to adopt this resolution recognizing Childhood Lead Poisoning Prevention Week. This is not recommended because this resolution supports efforts to improve the health and well-being of families in Solano County.

OTHER AGENCY INVOLVEMENT:

H&SS manages the Childhood Lead Poisoning Prevention Program. Services are provided in partnership with the Solano County Department of Resource Management.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2018 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING THE WEEK OF OCTOBER 21-27, 2018 AS CHILDHOOD LEAD POISONING PREVENTION WEEK

WHEREAS, childhood lead is a silent but harmful environmental condition that primarily affects children under six years of age because of their frequent hand-to-mouth activity and because children's rapidly growing and developing bodies absorb more lead; and

WHEREAS, no level of lead in the body is safe; lead is a potent neurotoxin that can permanently damage a child's brain and nervous system, causing delayed development, learning disabilities, cognitive and behavior disorders, as well as anemia, hearing loss and kidney problems; and

WHEREAS, children become lead poisoned from deteriorating lead paint in homes built before 1978 or from soil containing lead from paint and gasoline residue and childhood lead hazards are most commonly associated with chipping or peeling paint, bare soil containing lead, certain glazed ceramics, toys and jewelry, and some home remedies, religious and cultural powders; childhood lead hazards also include adult job exposures brought home on work clothes and shoes; and

WHEREAS, most children with lead poisoning do not look or act sick; lead poisoning can only be identified with a blood test performed by a qualified medical professional; and

WHEREAS, all children under age six should be evaluated for lead poisoning risks; and at-risk children should receive a blood lead test at 12 months and 24 months; and

WHEREAS, eating healthy foods can help keep children safe from lead; the body absorbs more lead when a child has a poor diet or an empty stomach, and a diet rich in iron and calcium helps decrease lead absorption, while Vitamin C helps to increase iron and calcium absorption; and

WHEREAS, parents and caregivers can help prevent childhood lead poisoning by wiping clean or taking off shoes before entering the home, and by washing children's hands and toys often; and

WHEREAS, for the past 25 years, Solano Public Health, Childhood Lead Poisoning Prevention Program and Resource Management's Environmental Health Program have continued to successfully identify environmental, cultural and commercial product sources of lead in Solano County.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors does hereby recognize the week of October 21-27, 2018 as Childhood Lead Poisoning Prevention Week.

Dated this 2nd day of October, 2018

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

ATTEST:
BIRGITTA E. CORSELLO, Clerk
Board of Supervisors

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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Agenda Submittal

Agenda #:	4	Status:	Consent Calendar
Type:	Resolution	Department:	County Counsel
File #:	18-670	Contact:	Jo Ann Iwasaki Parker, 784-6153
Agenda date:	10/02/2018	Final Action:	
Title:	Adopt a resolution accepting claims for excess proceeds from tax-defaulted property sales and authorizing distribution of excess proceeds from the sales		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution, B - Excess Proceeds Table		

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 Board adopt a resolution accepting claims for excess proceeds from tax-defaulted property sales and authorizing distribution of excess proceeds from the sales.

SUMMARY:

Pursuant to Board of Supervisors' Resolution No. 2017-22, on May 26, 27, 28, 29, and 30, 2017, the Solano County Treasurer/Tax Collector/County Clerk ("Tax Collector") conducted a public auction of tax-defaulted properties on the internet. A Public Auction Re-offer was made on unsold properties on June 21, 2017. After the properties were sold, the delinquent taxes, interest, penalties and statutory administrative costs for the sale of the property were paid from the proceeds. The remaining sums are deemed excess proceeds.

The Tax Collector is entitled to make a claim for statutorily authorized actual costs related to notice for claims for the distribution of excess proceeds pursuant to the Revenue and Taxation Code prior to the payment of claims against the excess proceeds. All other persons with an interest in the properties have one year from the recording of the tax deed in which to file a claim for excess proceeds from the sale. The former owner of a property can make a claim for any residual amount, after the Tax Collector has been paid its authorized costs and all creditors with valid claims have been paid.

Five (5) parcels were sold at the auctions. The Tax Collector received proceeds totaling \$619.40 in excess of the sums owed the Tax Collector on all of the parcels sold and received claims for excess proceeds on one (1) of the parcels. The requested action authorizes distribution of the excess proceed funds according to statutory priority and the resolution.

FINANCIAL IMPACT:

The County received all of its taxes, penalties, interest, and administrative costs for the sale of the defaulted

parcels. Excess proceeds following payment of statutory authorized costs and fees totaled \$619.40.

The reimbursement of \$521.94 for the Tax Collector's statutorily authorized pre-claim administrative costs is unanticipated revenue that will be recorded in its FY2018/19 budget. The Tax Collector was not able to recover \$106.42 of the costs authorized to be recovered from excess proceeds prior to the payment of any claims, and \$253.12 of its administrative costs which is authorized to be deducted from any residual proceeds remaining after the payment of allowed claims.

The County General Fund shall receive \$97.46 from the excess proceeds of three parcels. The County is entitled to claim the residual amount because claims were not made on these parcels and there were no administrative costs incurred by the Tax Collectors regarding claims for those parcels.

DISCUSSION:

Revenue and Taxation Code sections 3692 and 3692.2 authorize the Tax Collector to sell tax-defaulted property on the internet. The disposition of the proceeds from the sales is prescribed in sections 4671-4676. Revenue and Taxation Code section 4676(d) provides that the Tax Collector may recover actual costs related to research, mailing and publication of notices for to persons who may have a right to a claim against the excess proceeds. As part of this statutory distribution scheme, section 4675 concerns distribution of excess proceeds.

Section 4675 allows any party of interest in the property to file with the county a claim for excess proceeds at any time prior to the expiration of one year following the recordation of the tax collector's deed to the purchaser. Upon the expiration of the one year, the excess proceeds may be distributed to claimants on order of the board of supervisors to the parties of interest in the order of priority set forth in the section. The statute further provides in pertinent part:

"... [P]arties of interest and their order of priority are:

- (a) First, lienholders of record prior to the recordation of the tax deed to the purchaser in order of their priority.
- (b) Second, any person with title of record to all or any portion of the property prior to the recordation of the tax deed to the purchaser."

In determining priority, lienholder claimants have priority over title of record claimants. As between lienholders, the venerable common law principle of first in time, first in right governs priority, based on the recording date of the lien.

Finally, unless otherwise expressly provided under law, no statutory authority provides for the payment of interest on excess proceeds from the sale of tax-defaulted property. Accordingly, any person awarded excess proceeds is only entitled to receive interest calculated through the date of sale.

The parcels and claims are as follows:

1. APN 0051-190-160

The excess proceeds amount to \$8.02. No party submitted a claim for the excess proceeds on the parcel. There are no Tax Collector administrative costs on the parcel. The County of Solano is entitled to the residual amount of \$8.02.

2. APN 0054-183-080

The excess proceeds amount to \$29.36. No party submitted a claim for the excess proceeds on the parcel. There are no Tax Collector administrative costs on the parcel. The County of Solano is entitled to the residual amount of \$29.36.

3. APN 0055-101-250

The excess proceeds amount to \$60.08. No party submitted a claim for the excess proceeds on the parcel. There are no Tax Collector administrative costs on the parcel. The County of Solano is entitled to the residual amount of \$60.08.

4. APN 0062-112-060

The excess proceeds amount to \$237.62. No party submitted a claim for the excess proceeds on the parcel. After the Tax Collector recovers \$237.62 of its \$250.12 in administrative costs for research and notice to claimants, there are no funds remaining to transfer to the County of Solano.

5. APN 0106-220-460

The excess proceeds amount to \$284.32. There is one legitimate claimant, the former owner of the parcel, Agape Villages, Inc., a Foster Family Agency, by and through its president, Janet Kleyn. After the Tax Collector recovers \$284.32 of its \$378.24 in administrative costs for research and notice to claimants, there are no excess proceeds to disburse to the claimant. The claimant has been notified of the determination and the date, time, and location of this hearing.

ALTERNATIVES:

The Board could request further information on this matter.

OTHER AGENCY INVOLVEMENT:

The Tax Collector and the Auditor-Controller were actively involved in receiving the claims and assisting with the determination of distribution.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2018 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
ACCEPTING THE CLAIMS FOR EXCESS PROCEEDS FROM TAX-DEFAULT SALES
AND AUTHORIZING DISTRIBUTION OF EXCESS PROCEEDS**

Whereas, as authorized by Solano County Board of Supervisors' Resolution No. 2017-22, the Solano County Treasurer/Tax Collector/County Clerk ("Tax Collector") conducted a tax default sale on May 26, 27, 28, 29 and 30, 2017, selling three (3) properties at public auction on the internet; and

Whereas, as authorized by Solano County Board of Supervisors' Resolution No. 2017-22, the Tax Collector conducted a tax default "re-offer" sale on June 21, 2017, selling two (2) properties at public auction on the internet; and

Whereas, the Tax Collector received proceeds in excess of the sums owed the Tax Collector on five (5) of the properties sold; and

Whereas, California Revenue and Taxation Code section 4675 provides that claimants have one year to file a claim for excess proceeds received in a tax-default sale; and

Whereas, with respect to parcel **APN 0051-190-160**, the excess proceeds amount to \$8.02. No party submitted a claim for the excess proceeds on this parcel. The Tax Collector has no administrative costs on this parcel, the County of Solano is entitled to the residual amount of \$8.02; and

Whereas, with respect to parcel **APN 0054-183-080**, the excess proceeds amount to \$29.36. No party submitted a claim for the excess proceeds on this parcel. The Tax Collector has no administrative costs on this parcel, the County of Solano is entitled to the residual amount of \$29.36; and

Whereas, with respect to parcel **APN 055-101-250**, the excess proceeds amount to \$60.08. No party submitted a claim for the excess proceeds on this parcel. The Tax Collector has no administrative costs on this parcel, the County of Solano is entitled to the residual amount of \$60.08; and

Whereas, with respect to parcel **APN 0062-112-060**, the excess proceeds amount to \$237.62. No party submitted a claim for the excess proceeds on this parcel. The Tax Collector has a right to recover statutorily authorized pre-claim costs. After the Tax Collector recovers \$237.62 of its \$250.12 in administrative costs, there are no funds remaining to transfer to the County of Solano; and

Whereas, with respect to parcel **APN 0106-220-460**, the excess proceeds amount to \$284.32. There is one legitimate claimant, the former owner of the parcel, Agape Villages, Inc., a Foster Family Agency, by and through its president, Janet Kleyn. The Tax Collector has a right to recover statutorily authorized pre-claim costs. After the Tax Collector recovers \$284.32 of its \$378.24 in administrative costs, there are no residual unclaimed proceeds to disburse to the claimant.

Resolved, the Solano County Board of Supervisors ("Board") orders distribution of the excess proceeds as follows:

1. APN 0051-190-160

The Board authorizes the Auditor-Controller to distribute the excess proceeds to the County of Solano in the residual amount of \$8.02.

2. APN 0054-183-080

The Board authorizes the Auditor-Controller to distribute the excess proceeds to the County of Solano in the residual amount of \$29.36.

3. APN 0055-101-250

The Board authorizes the Auditor-Controller to distribute the excess proceeds to the County of Solano in the residual amount of \$60.08.

4. APN 0062-112-060

The Board authorizes the Auditor-Controller to distribute the excess proceeds to the Tax Collector in the residual amount of \$237.62. There are no funds remaining to transfer to the County of Solano.

5. APN 0106-220-460

The Board (1) authorizes the Auditor-Controller to distribute the excess proceeds to the Tax Collector in the amount of \$284.32; and (2) denies the claim of Agape Villages, Inc., a Foster Family Agency, by and through its president, Janet Kleyn, because there are no residual proceeds to disburse to the claimant.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on October 2, 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

**2018 EXCESS PROCEEDS TABLE
2017 TAX SALE**

October 2, 2018

APN	Amount of Excess Proceeds	Tax Collector's Pre-Claim Administrative Costs	Claims Received	Claims Accepted	Nature of Claims	Amount of Claim	Post-Claim Tax Collector's Administrative Costs	Balance to County General Funds
	(A)	(B)				(C)	(D)	(E)
0051-190-160	8.02	.00	None.	None.	N/A	N/A	.00	8.02
00054-183-080	29.36	.00	None.	None.	N/A.	N/A	.00	29.36
0055-101-250	60.08	.00	None.	None.	N/A	N/A	.00	60.08
0062-112-060	237.62	250.12	None.	None.	N/A	N/A0	110.54	.00
0106-220-460	284.32	378.24	Agape Villages, Inc.	Not accepted, no residual proceeds.	Unclaimed Residual Proceeds	.00	\$142.58	.00
Sub-total	619.40	628.36				.00	\$253.12	97.46



Solano County

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

Agenda Submittal

Agenda #:	5	Status:	Consent Calendar
Type:	Resolution	Department:	Human Resources
File #:	18-668	Contact:	Marc Fox, 784-2552
Agenda date:	10/02/2018	Final Action:	
Title:	Adopt a resolution to amend the Alphabetical Listing of Classes and Salaries to add the classification of Sheriff Criminal Justice Program Services Manager with a monthly salary of \$8,262.94 - \$10,043.65 and delete the classification of Inmate and Program Services Manager; and Adopt a resolution to amend the List of Numbers and Classifications of Positions to reclassify the Inmate Program Services Manager to Sheriff Criminal Justice Program Services Manager		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution - Alphabetical Listing of Classes and Salaries, B - Resolution - List of Numbers and Classifications of Positions, C - Class Specification		

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 Human Resources recommends that the Board of Supervisors:

1. Adopt a resolution to amend the Alphabetical Listing of Classes and Salaries to add the classification of Sheriff Criminal Justice Program Services Manager with a monthly salary of \$8,262.94 - \$10,043.65 and delete the classification of Inmate and Program Services Manager; and
2. Adopt a resolution to amend the List of Numbers and Classification of Positions to reclassify the current Inmate Program Services Manager to Sheriff Criminal Justice Program Services Manager.

SUMMARY:

The Sheriff's Office asked Human Resources to review the duties and responsibilities of the Inmate and Program Services Manager classification as the position classification had evolved and no longer reflected the duties and responsibilities required to meet the mandated needs of the state and federal government.

After reviewing, Human Resources recommends establishing the classification and salary of Sheriff Criminal Justice Program Services Manager, reclassify the current Inmate Program Services Manager to Sheriff Criminal Justice Program Services Manager, and to delete the class Inmate Program Services Manager.

The Sheriff Criminal Justice Program Services Manager will be responsible for assessing the programming needs of the inmate population in Solano County's adult detention facilities, designing and developing programs that serves the population and implementing treatment and re-entry plans to reduce recidivism.

FINANCIAL IMPACT:

Adoption of the amendment to the list of numbers and classifications of positions is projected to increase payroll costs by \$6,545 with combined salary and benefit costs during the balance of this fiscal year. There is no impact to the general fund, the position and increase associated with this amendment, is funded with AB109 Public Safety Realignment funds. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

DISCUSSION:

In 2013, in response to AB109 Public Safety Realignment efforts, the County created the classification Inmate Services Program Manager to support the expansion of the in-custody inmate programs. Since that time the programmatic duties and responsibilities have evolved and the Sheriff's Office asked Human Resources to evaluate the position to determine if a new classification would better meet the evolving activities of the Sheriff's Training Program and the Rourke Training Center.

The Sheriff Criminal Justice Program Services Manager is a mid-management classification with the responsibility to manage, organize, direct and oversee a variety of programs and services in the Sheriff's Office with the sole purpose of rehabilitation and recidivism reduction for inmates sentenced by the Courts of Solano County. This new class encompasses all the duties and responsibilities required to administer inmate programming services in Solano County's adult detention facilities.

Inmate programming includes, but is not limited to, in-custody substance abuse treatment, general education services, in-custody case management services, re-entry services, community based diversion programming, developing and managing vocational programs and directing activities of a training facility. The Sheriff Criminal Justice Program Services Manager manages contracts, contractors and services for the Inmate Welfare Fund, and allocates resources to best meet the needs of inmates' welfare.

After review of other comparable classifications and salaries, it was determined that a new classification would better serve the current and future needs of the Sheriff's Office. The proposed salary is equivalent to the Social Services Manager in Probation Services.

ALTERNATIVES:

The Board of Supervisors could elect not to amend the List of Numbers and Classifications of Positions to delete the allocation for the Inmate Program and Services Manager and add an allocation for the Sheriff Criminal Justice Program Services Manager, however, the Sheriff's Office and the Department of Human Resources would not recommend this alternative since the new classification and recommended salary is commensurate with the responsibilities being performed.

OTHER AGENCY INVOLVEMENT:

Human Resources worked with the Sheriff's Office in creating the class specification for the Sheriff Criminal Justice Program Services Manager class. The Sheriff Criminal Justice Program Services Manager classification is represented by the Association of Mid-Management Professionals at Solano County (AMMPS) representing Unit 16 Mid-Management. On August 20, 2018, the Association's President was provided the proposed class specifications revisions for review. The Union did not respond, and therefore the County deems to have met its obligations under the Meyers-Millias Brown Act.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

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


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

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


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

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

OT	Class#	Class Title	EER	Grade	Salary Range
05	117360	Sheriff Criminal Justice Program Services Manager	16	074	\$8,262.94 – \$10,043.65
05	117340	Inmate Program & Services Manager	16	P16	\$7,046.96 – \$8,565.62



 Director of Human Resources



 Date

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

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

 JOHN M. VASQUEZ, Chair
 Solano County Board of Supervisors

ATTEST:

BIRGITTA E. CORSELLO, Clerk
 Solano County Board of Supervisors

By: _____
 Jeanette Neiger, Chief Deputy Clerk

RESOLUTION NO. 2018 - _____

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

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

Further resolved, that the Solano County Board of Supervisors does hereby amend, modify and/or alter its Allocation List of Positions of Solano County as set forth below:

Department	Budget Unit	Class No.	Position Control No.	Class Title	Effective Date	Departmental Total Positions			
						Allocated	Filled	Proposed	Change
Sheriff - Operations	6595	117360	15876	Sheriff Criminal Justice Program Services Manager - reclass	10/7/18	0.0	0.0	1.0	1.0
Sheriff - Operations	6595	117340	15876	Inmate Programs and Services Manager	10/7/18	1.0	1.0	0.0	(1.0)



Director of Human Resources

9/18/18

Date

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

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

ATTEST:

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Jeanette Neiger, Chief Deputy Clerk

COUNTY OF SOLANO

CLASS SPECIFICATION

SHERIFF CRIMINAL JUSTICE PROGRAM SERVICES MANAGER

CLASS SUMMARY:

Under general direction, the Sheriff Criminal Justice Program Services Manager manages, organizes, directs and oversees a variety of programs and services for the purpose of rehabilitation and recidivism reduction for inmates and offenders sentenced by the Courts of Solano County. This position will be allocated only to the Sheriff's Office.

DISTINGUISHING CHARACTERISTICS:

This class is distinguished from the:

- **Custody Lieutenant**, a peace officer class, which plans, organizes, directs and supervises an assigned facility or major program within the Sheriff-Coroner's Office.

ESSENTIAL DUTIES: This class specification represents the core area of responsibilities; specific position assignments will vary depending on the needs of the department.

- Manages a variety of re-entry and rehabilitation services designed to promote success and reduce recidivism for justice-involved individuals in Solano County.
 - Establishes new and/or improves existing programs and services that assess, treat, educate, and prepare justice-involved individuals for success, utilizing evidence-based principles and practices;
 - coordinates these programs with existing internal and/or external services;
 - develops and ensures quality in program design, implementation and evaluation;
 - ensures all programs are evidence-based and meet or exceed all state and federal mandates;
 - collects and evaluates program performance measures and makes improvements to existing programs to increase the likelihood of participant success;
 - develops volunteer-operated programs and services that will complement existing service providers;
 - identifies facilities, equipment, and materials needed for programs operations;
 - meets with inmate and offender groups to discuss problems, to identify community referral resources, to determine new program or service needs, etc.;
 - identifies potential grant applications; evaluates applications for suitability; provides recommendations to executive management; and leads, initiates or collaborates with other departments to develop proposals for needed services;
 - establishes policies and procedures;
 - prepares, or oversees the preparation of a variety of statistical and narrative reports for internal review, regulatory submission, and grant preparation and monitoring purposes.
- Exercises management authority for assigned services and activities and may perform managerial responsibilities such as:
 - monitoring purchases and expenditures;
 - approving non-routine expenditures for workplace improvements, training, computer software and hardware, etc.;
 - providing input to the unit's budget; and

- monitoring goals and objectives of the unit and taking corrective actions as appropriate.
- Performs supervisory duties to direct reports (e.g. professional, technical, clerical classes, etc.) such as:
 - establishing standards for acceptable work products and evaluating performance;
 - interviewing applicants and recommending selections;
 - reviewing, approving and implementing disciplinary actions and terminations;
 - providing career development mentoring;
 - assigning work and planning and scheduling staff's work activities and deadlines;
 - reviewing work and recognizing employees' work efforts and accomplishments;
 - providing career development mentoring and recommending training and career development opportunities;
 - ensuring that employees are properly trained;
 - reviewing and approving timesheets and requests for leave; and
 - supporting and ensuring compliance with County and Department policies and procedures including those related to equal opportunity and to safety.
- May train staff in cognitive behavioral treatment programs.
- Provides coaching to staff to increase facilitation skills.
- Oversees the work of technical support consultants and contractors.
- Represents the Department in community outreach efforts by:
 - developing and maintaining collaborative partnerships with, for example, local educational, behavioral healthcare, drug and alcohol rehabilitation, and veteran organizations, regional and statewide organizations, and other County departments to develop, implement, and/or promote programs and services for inmates and offender's;
 - representing the Department's needs and priorities within these partnerships; and
 - speaking to groups and individuals regarding departmental activities and services.
- Performs other duties of a similar nature or level as assigned.

EDUCATION AND EXPERIENCE:

Education: Bachelor's degree from an accredited college or university with a major preferably in business administration, criminal justice, behavioral/social sciences, social work or related field. A Master's degree is highly desirable.

and

Experience: Five (5) years of professional level experience administering social services programs for inmates, offenders, underserved and/or disadvantaged clients.

LICENSING/CERTIFICATION REQUIREMENTS:

Possession of or the ability to obtain a valid California Class C driver's license is required. This license must be kept current while employed in this class.

REQUIRED KNOWLEDGE AND SKILLS:

Knowledge of:

- Theories, principles, and practices of modern criminal justice and corrections; familiar with current trends in criminal justice and cognitive behavioral based treatment programs used with justice involved individuals.
- Principles and practices of evidence-based and evidence-informed correctional and cognitive behavioral treatment programs, including program assessment, program development, planning, implementation, management and evaluation.
- Principles related to structure, measurements, and program evaluation to determine program delivery success and outcomes.
- Research in correctional programming including an understanding of the evidenced-based practices appropriate for specific populations as well as understanding of fidelity to the model of each practice.
- Substance abuse and mental health assessment and treatment principles; bio-psychosocial factors influencing individuals and societal incarceration patterns; educational and vocational training applicable to the justice-involved individual.
- Training necessary for staff to provide effective programming in institution and re-entry settings.
- Programming and services designed to assess, evaluate, treat, educate, and/or promote job readiness and life skills; and laws, regulations and policies applicable to inmate and offender programs and services.
- Relevant local, state and federal laws, regulations and statutes; and county ordinances, policies and procedures related to the deliverables of detention facilities and evidence-based treatment programs.
- General research methods, program quality assurance and outcomes used to measure success; principles and practices of data collection.
- 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 report writing.
- Principles and practices of budgeting, cost analysis, and fiscal management.
- Practices and techniques of administrative and statistical analysis, statistical report preparation, and graphic presentation of analysis.
- Request for Proposal (RFP) development, contract development and administration; grant research, identification, development and monitoring appropriate to the needs of the programs.
- Standard office procedures, practices, equipment, personal computers, and software.

Skills in:

- Supervising, evaluating, training, and developing staff and organizing and managing their work.
- Researching laws, regulations, procedures and/or technical reference materials to include those involving evidence-based programs; analyzing, evaluating and interpreting the data gathered; drawing logical conclusions; developing reasonable and deliverable options,

- making appropriate recommendations; and implementing the resultant change effectively.
- Managing a variety of simultaneous work projects and carrying them through to successful completion.
- Administering contracts and grants according to designated guidelines and regulations.
- Communicating information and ideas clearly and concisely, both orally and in writing.
- Interpersonal communication necessary to work with inmates, offenders, staff, management, community stakeholders and management from other county departments.
- Working with and speaking to various cultural and ethnic individuals and groups in a tactful and effective manner.
- Establishing and maintaining effective working relationships with those contacted in the performance of required duties.
- Representing the office in meetings with representatives from local educational, behavioral healthcare, and veteran organizations, regional and statewide organizations, non-profit agencies, and other County departments.
- Preparing a variety of written communications to include reports, policies and procedures.
- Maintaining accurate records and documenting actions taken.
- Gathering and analyzing statistical data and preparing comprehensive statistical reports.
- Maintaining confidentiality of records and information per pertinent laws/regulations.
- Using modern office equipment to include computers and related software applications.

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. and 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:

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.

Incumbents may be required to work in a locked facility and may require interaction with hostile and/or aggressive individual suspected of committing and convicted of violent crimes.

Incumbents are required to travel independently, for example, to meet with Department personnel and/or inmates at Solano County detention facilities, to attend meetings with community organizations, etc.

Incumbents may be required to work weekends, holidays, irregular hours, on-call, and after normal business hours.

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Director of Human Resources

- Date Approved by the Director of Human Resources:
- Date Class Title Added to the Listing of Classes & Salaries by the Board of Supervisors:
- Class Code: 117360



Solano County

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

Agenda Submittal

Agenda #:	6	Status:	Consent Calendar
Type:	Resolution	Department:	General Services
File #:	18-684	Contact:	Dave Daly, 469-4600
Agenda date:	10/02/2018	Final Action:	
Title:	Adopt a resolution authorizing application to the California Department of Transportation for a State Airport Loan in the amount of \$453,000 to renovate aeronautical office building spaces at the Nut Tree Airport; and Delegate signing authority to the County Administrator to execute the application, agreement, loan modifications for project funding and any other necessary documents associated with the State Airport Loan		
Governing body:	Board of Supervisors		
District:	District 4		
Attachments:	A - Resolution, B - Project Estimate, C - Aerial Photo of Project Site		

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

DEPARTMENTAL RECOMMENDATION:

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

1. Adopt a resolution authorizing application to the California Department of Transportation for a State Airport Loan in the amount of \$453,000 to renovate aeronautical office building spaces at the Nut Tree Airport (Attachment A); and
2. Delegate signing authority to the County Administrator to execute the application, agreement, loan modifications for project funding and any other necessary documents associated with the State Airport.

SUMMARY:

On May 11, 2018 the Board approved actions for a state loan agreement for the T-Hangar Project, at that time, staff indicated that approvals necessary to advance the office remodel project would be presented to the Board at a later date. Therefore, the General Services Department is recommending the Board approve a resolution authorizing the application to the California Department of Transportation (Caltrans) for a State Airport Loan and authorize the County Administrator to execute the loan application and associated loan agreement to secure the Caltrans aeronautical office building space renovation project plan.

FINANCIAL IMPACT:

The aeronautical office building space renovation project (Office Renovation Project) is estimated to cost \$982,786. Of the total Project cost, \$453,000 would be funded by the Caltrans airport loan and \$386,593 would

be funded from the balance of the repurposed General Fund loan proceeds. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget. Attachment B provides a breakdown of project costs and funding sources.

DISCUSSION:

Design of the Nut Tree Airport Office Renovation Project was recently completed and construction of the Project is planned for Winter/Spring 2019. The Project includes renovation of 6,200 square feet of existing building space (4,400 square feet in the Airport Administration Office Building and 1,800 square feet in Hangar A office space) consisting of the remodel of public restrooms, lobbies and meeting spaces, installation/upgrades of mechanical equipment, heating and cooling control systems for multiple tenant spaces, reroofing of the Airport Administration Office Building, interior and exterior lighting upgrades to light-emitting diode (LED) fixtures, and other upgrades/improvements to non-code compliant office spaces. The Office Renovation Project will result in upgraded office spaces accommodating a substantial expansion by the Wings Flight School currently operating at the Airport. The County has received commitments and deposits on the expansion office space and all other office spaces on the Airport are at 100% occupancy. An aerial photograph depicting the Office Renovation Project area is included in Attachment C.

A portion of the Project will be funded by repurposed General Fund loan to the Airport. The Board repurposed the General Fund loan proceeds during the FY2017/18 and FY2018/19 budget processes to support the Airport's economic development to fund office building remodels and new aircraft rental hangars. A portion of the Office Renovation Project would also be funded by a loan from Caltrans, through the Division of Aeronautics, Local Airport Loan Program.

Revenue generated by the T-Hangars and office remodels will fund repayments of the General Fund loan to the Airport and repayment of the Caltrans airport loan. Following the Project construction bid process, currently in progress, the office remodel project will be presented to the Board, to consider the award of a construction contract and will include construction cost, project financing and budget adjustment necessary to support the office remodel project.

The purpose of the recommended resolution is to authorize the County Administrator to execute the loan application and associated loan agreement with Caltrans.

ALTERNATIVES:

1. The Board could choose not to approve the resolution authorizing the Caltrans loan application and acceptance. This action is not recommended as completion of the office remodel during the 2018/2019 construction season, to allow expansion of the flight school is dependent on the timely filing, processing and acceptance of the Caltrans loan application and funding.
2. The Board could elect to not delegate signing authority to staff. This action is not recommended since delegated authority will enable efficient filing and management of the Caltrans loan application and funds

OTHER AGENCY INVOLVEMENT:

Coordination has occurred with Caltrans Aeronautical regarding the office remodel project. County Counsel reviewed the recommended resolution.

The Nut Tree Airport Advisory Committee reviewed the project during the Committee's February and April 2018 meetings and recommended approval of the State Airport Loan application.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
AUTHORIZING SUBMITTAL OF AN APPLICATION AND EXECUTION OF AN AGREEMENT WITH
THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR A STATE AIRPORT LOAN FOR
THE RENOVATION OF AERONAUTICAL OFFICES AT THE NUT TREE AIRPORT**

Whereas, the County plans to renovate the Nut Tree Airport (Airport) Administration Building and other Aeronautical Office Spaces (Project);

Whereas, the Project will be funded by the Airport Fund and construction financing; and

Whereas, the Project will result in additional revenue for Airport operation; and

Whereas, the Project will assist in addressing a public demand for additional aeronautical business operating space; and

Whereas, the California Department of Transportation, pursuant to Public Utilities Code section 21602, provides loans for the improvement and operation of airports; and

Whereas, the Project will be financed in part through the use of funds available by the California Local Airport Loan Program; and

Whereas, the California Department of Transportation requires that the Board of Supervisors adopt a resolution authorizing the submission of an application for a state airport loan and authorization to execute the Loan Agreement.

Resolved, the Solano County Board of Supervisors, State of California:

1. Authorizes filing an application for a state airport loan for the Project, and authorizes the County Administrator to sign any documents required to apply for the loan funds on behalf of the County.
2. Authorizes execution of a Loan Agreement for the project and authorizes the County Administrator to sign any agreements and documents required to accept the loan funds, and any amendments to the agreements and documents, on behalf of the County.
3. Certifies the County's ability to repay the state loan for this project.

Passed and adopted by the Solano County Board of Supervisors at its meeting on October 2, 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

**AIRPORT OFFICE BUILDING REMODEL PROJECTS
FY2018/19**

Estimated Project Cost

Project Cost	\$	982,786
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Construction Expense

Construction Cost - Office Remodel	\$	775,650
Engineering and Design Fees (<i>cost incurred FY17/18 & FY18/19</i>)	\$	168,353
Contingency	\$	38,783

Estimated Project Construction Cost	\$	982,786
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Funding Source

Engineering and Design Fees (<i>cost incurred FY17/18 & FY18/19</i>)		
Repurposed General Fund Loan (<i>FY17/18</i>)	\$	104,410
Repurposed General Fund Loan (<i>FY18/19</i>)	\$	386,593
Caltrans Airport Loan - Office Remodel	\$	453,000
Contingency (Airport Fund Balance)	\$	38,783

Total Funding from all Sources	\$	982,786
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Airport Office Remodel Project



Solano County

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

Agenda Submittal

Agenda #:	7	Status:	Consent Calendar
Type:	Contract	Department:	Health and Social Services
File #:	18-531	Contact:	Gerald Huber, 784-8400
Agenda date:	10/02/2018	Final Action:	
Title:	Approve the seventh amendment with Netsmart Technologies, Inc. for \$391,562 for a total contract amount of \$4,925,450 through June 30, 2022 to include additional software licenses for Avatar Electronic Health Record, Order Connect, and Plexus Cloud Hosting licenses, and the implementation of electronic Prescribing Controlled Substances tokens and licenses and the Key Performance Index dashboard; and Authorize the County Administrator to execute the amendment and any future amendments that remain within budgeted appropriations		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Netsmart Amendment, B - Links to Original Contracts and Amendments		

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 Health and Social Services (H&SS) recommends that the Board approve the seventh amendment with Netsmart Technologies, Inc. for \$391,562 for a total contract amount of \$4,925,450 through June 30, 2022 to include additional software licenses for Avatar Electronic Health Record (EHR), Order Connect, and Plexus Cloud Hosting licenses, and the implementation of electronic Prescribing Controlled Substances (ePCS) tokens and licenses and the Key Performance Index (KPI) dashboard; and Authorize the County Administrator to execute the amendment and any future amendments that remain within budgeted appropriations.

SUMMARY:

Netsmart Technologies, Inc. provides the County's Avatar Electronic Health Record (EHR) and houses and manages the work of the Behavioral Health Division, maintaining client records, and allowing the Division to submit claims for Medi-Cal reimbursable mental health services. The proposed amendment: expands the number of Avatar electronic health record (EHR) user licenses and associated annual maintenance fees; expands the number of Order Connect user licenses and associated annual maintenance fees to support e-prescribing; supports the implementation of electronic Prescribing Controlled Substance (ePCS) tokens and associated licenses and maintenance fees for the ePCS tokens which will allow eligible prescribers to order controlled substances (stimulant medication) securely in lieu of using a prescription pad; expands Plexus Cloud Hosting licenses, and supports the implementation and ongoing maintenance for the Key Performance Index (KPI) dashboard which allows for high level data analysis from the Avatar EHR.

FISCAL IMPACT:

Funding for the County's Avatar Electronic Health Record systems and licenses has been approved by the MHSA Steering Committee and stakeholders as part of the MHSA Three-Year Integrated Plan (FY2017/18 to FY2019/20). MHSA funding under the Capital Facilities and Technology Needs (CFTN) component and Short Doyle Federal Administration revenues provide the funding for this contract amendment. As CFTN funding for MHSA will be depleted before this agreement terminates, Welfare and Institutions Code Section 5892 (b) allows counties to transfer up to 20% of funding from the Community Supports and Services (CSS) component to other MHSA components. The current MHSA Three-Year Integrated Plan includes transferring CSS monies to CFTN to cover the costs associated with the Netsmart contract when the CFTN funding is exhausted.

DISCUSSION:

Mental Health Services Act (MHSA) programs address a broad continuum of prevention, early intervention and direct services along with the necessary infrastructure, technology and training elements to effectively support the mental health system.

The proposed Netsmart amendment will allow for the expansion of Avatar users licenses needed to align with the number of current Behavioral Health providers, both County and contractor, who need access to the Avatar system in order to chart services rendered and to enter services for State and federal billing purposes.

Order Connect software is a separate electronic platform software, provided by Netsmart, Inc., used only by approved prescribing staff and their selected non-prescribing staff to document medications being prescribed to mental health consumers and to electronically submit medication orders to local pharmacies. The contract amendment will allow for the increase in authorized use of Order Connect to include both approved County staff and well as contract providers operating the Crisis Stabilization Unit. Electronic Prescribing Controlled Substance (ePCS) tokens (equipment) and associated user licenses allow authorized prescribers including physician assistants, nurse practitioners, and psychiatrists, to order controlled substances (stimulant medication) securely in lieu of using a prescription pad. The ePCS tokens are part of a new Behavioral Health Division policy to limit the need for paper prescriptions, which will mitigate risk and County liability of paper prescriptions being lost or stolen. For each ePCS user an associated Order Connect license is required as well as a subscription fee for ongoing use.

The 7th amendment includes additional software access for 40 prescriber Order Connect subscriptions, 25 non-prescriber Order Connect subscriptions, ePCS tokens and subscription services to accommodate all Behavioral Health approved staff and contract providers.

Netsmart is the owner and sole provider of the Avatar software and services, including ePCS tokens and licenses. The proprietary nature of the Avatar software precludes other vendors from providing Avatar services. Netsmart has the ePCS tokens and licenses integrated in the County EHR, which allows psychiatric providers to generate a random, secure code, that when entered as part of the prescription, allows the pharmacy to verify that the prescription is legitimately from a County provider via the Order Connect component of the contract, which directly communicates with the pharmacy.

Amendment 7 includes acquisition of additional Plexus Cloud Hosting licenses needed to support ongoing maintenance, software upgrades, nightly back-ups and regular daily applications, ultimately reducing redundancy and freeing up County DoIT staff time to assist with other projects.

Background:

On November 22, 2011, H&SS entered into a contract with Netsmart Technologies, Inc. for \$1,830,632 to

implement and maintain an Avatar EHR system for the Behavioral Health Division including mental health services and substance abuse programs. The first amendment was effective on September 26, 2012 to increase the contract dollar amount by \$4,804 to address maintenance costs. On April 29, 2013, the second amendment was amended to change the terms of payment with no changes to the total dollar amount. On August 13, 2013 the contract was amended a third time to increase the total amount by \$35,382 to purchase cache licenses. On June 17, 2014, the contract was amended a fourth time to modify the budget to increase the Project Management Services line item. No additional funding was added to the fourth amendment. On September 26, 2014 the contract was amended a fifth time to extend the contract term through June 30, 2017 and increase the contract amount by \$520,578 to purchase additional Order Connect prescriber and non-prescriber subscription accounts. On December 13, 2016, the sixth amendment to the contract transferred the Avatar system to a cloud based solution, which includes maintenance, software upgrades, nightly back-ups and regular daily applications and increased the contract amount by \$2,142,491. Due to the proprietary nature of Netsmart services, the sixth amendment also included an extended contract term of five years extending the contract through June 30, 2022.

Exhibit A to the contract amendment includes additional Avatar licenses, Order Connect subscriptions and hosting licenses needed for our growing list of providers, as well as one-time charges to implement these additions. Exhibit B outlines current Avatar components that the County uses and includes items purchased via purchase order or terms agreed upon via a side letter, such as Key Performance Index (KPI) Subscription, Order Connect Subscriptions and additional maintenance charges for Avatar licenses. Exhibit C outlines all ePCS subscriptions purchased via purchase order. Exhibit D outlines the one-time charges associated with purchasing each ePCS token and shipping charges. Exhibit C and Exhibit D represent a bulk of what was previously purchased with purchase orders and/or allowing funds to be available for ordering ePCS tokens in the future as needed.

ALTERNATIVES:

The Board may choose not to approve the amendment with Netsmart. This is not recommended as this will result in Behavioral Health not having the necessary licenses to support the maintenance of medical records or ability to submit billing to the State in order to generate revenue. Additionally, continuous use of paper prescription pads places the County at risk for theft and false prescriptions being written.

OTHER AGENCY INVOLVEMENT:

The operation of Avatar was approved by Mental Health Services Stakeholders as reflected in its Three-Year MHSA Plan. County Counsel has reviewed the contract amendment for legal sufficiency.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**AMENDMENT #7
TO LICENSE AGREEMENT
DATED NOVEMBER 22, 2011 (THE “AGREEMENT”)
BETWEEN
NETSMART TECHNOLOGIES, INC. (“NETSMART”)
AND
COUNTY OF SOLANO (“CLIENT”)**

Effective 7/1/2018 (the “Amendment Effective Date”), the Agreement is amended as follows:

Capitalized terms not defined in this Amendment shall have the same meaning as set forth in the Agreement.

AMENDMENT ACTIONS:

1. The Client wishes to purchase additional products and services under the Agreement and is outlined in detail on Exhibit A-New Charges, attached here.
 - a. The term of this Amendment #7 begins on the Amendment Effective Date and will continue for a period of 12 months (the “Initial Term”).
 - b. At the expiration of the Initial Term, Amendment #7 will be automatically renewed on an annual basis on the anniversary of the Initial Term date for three (3) additional one (1) year terms (“Option Terms”). The last Option Term allowed by this Amendment #7 will be for the period of July 1, 2021 through June 30, 2022.
 - c. Either party may terminate this Software Services as of the last day of the Initial Term or any Option Term, by giving the other party not less than one-hundred and eighty (180) days, in the case of a termination by Netsmart, or ninety (90) days, in the case of termination by Client, written notice of termination prior to the last day of the Initial Term, or the last day of any Option Term as the case may be.
 - d. Payment terms for the additional products/services Charges are outlined on the table in Exhibit A attached here.
 - e. Charges are subject to annual increases as per the Agreement.
2. Exhibit B, attached here, outlines Client’s existing recurring annual software Charges due to Netsmart and payment terms.
3. Schedule 2(a), Charges
 - a. Products and services detailed on Exhibit C attached here shall be added to the Agreement under Annual Recurring Charges and Subscriptions.



4. Any annual recurring Charges for products under the Agreement, including but not limited to Support Services for Licenses Programs and subscriptions, shall be invoiced on a July 1 to June 30 term. Any products or services purchased midterm shall be prorated through June 30 of the current year.
 - a. Products shall automatically renew on an annual basis on July 1 of each year.
 - b. Either party may terminate the products as of the last day of the then current term, by giving the other party not less than one-hundred and eighty (180) days, in the case of a termination by Netsmart, or ninety (90) days, in the case of termination by Client, written notice of termination prior to the last day of the then current term.
5. Exhibit D, attached here, outlines additional Netsmart products that may be purchased by Client in future budget periods and should be considered for budgeting purposes.
6. This Amendment #7 shall be governed by the terms and conditions of the Agreement unless otherwise stated here.

This Amendment together with the Agreement represents the entire agreement of the parties. In the event of any conflict between the terms of this Amendment, and the Agreement, the terms of this Amendment shall control.

Except as set forth herein the Agreement between NETSMART and CLIENT shall remain unchanged and in full force and effect.

CLIENT: County of Solano

Netsmart Technologies Inc.

By:

By: *Joseph McGovern*



(Authorized Signature)

(Authorized Signature)

Birgitta E. Corsello

Joseph McGovern

(Authorized Person's Name)

(Authorized Person's Name)

County Administrator

Executive Vice President

(Title)

(Title)

09/24/2018
09:42 AM PDT

(Date)

(Date)

**Exhibit A
New Charges**

Product	Qty	07/01/18 - 06/30/19 Period Charges	07/01/19- 06/30/20 Period Charges	07/01/20- 06/30/21 Period Charges	07/01/21- 06/30/22 Period Charges	Payment Terms
Avatar RADPlus Named User Maintenance	5	\$840.00	\$ 865.20	\$891.16	\$917.89	Q1 2018-2019 Charges due upon execution of this Amendment #7 and quarterly thereafter
OrderConnect ePCS Subscription	12	\$1,152.00	\$1,186.56	\$1,222.16	\$1,258.82	
OrderConnect Non-Prescribing User Subscription	15	\$2,340.00	\$2,410.20	\$2,482.51	\$2,556.98	
OrderConnect Prescriber Subscription	11	\$13,728.00	\$14,139.84	\$14,564.04	\$15,000.96	
Plexus Cloud Hosting - Perceptive Named Users (DR)	15	\$856.80	\$882.50	\$908.98	\$936.25	
Total Annual Charges		\$18,916.80	\$19,484.30	\$20,068.85	\$20,670.90	
Avatar RADPlus Named User - One-Time Charges	5	\$4,000.00				Q1 2018-2019 Charges due upon execution of this Amendment #7 and quarterly thereafter
OrderConnect ePCS Per Prescriber Set-Up (Hard/Hard Token) - One-Time Charges	12	\$900.00				
Total One-Time Charges		\$4,900.00				

Exhibit B
Existing Annual Charges

Product	Qty	07/01/18 - 06/30/19 Period Charges	07/01/19- 06/30/20 Period Charges	07/01/20- 06/30/21 Period Charges	07/01/21- 06/30/22 Period Charges	Payment Terms
Avatar Named User Licenses - RADplus, Avatar CalPM, Avatar CWS, Avatar MSO, Avatar eSig, Avatar Point of Service Scanning, Avatar Identity Manager, Avatar GLI (General Ledger Interface, Avatar Data Warehouse, Avatar Mobile Connect (15 Users)	300	\$94,802.24	\$98,594.33	\$102,538.10	\$106,639.63	Q1 2018-2019 Charges due upon execution of this Amendment #7 and quarterly thereafter
	25	\$4,796.00	\$4,987.84	\$5,187.36	\$5,394.85	
	35	\$7,079.28	\$7,362.45	\$7,656.95	\$7,963.23	
	15	\$2,751.84	\$2,861.91	\$2,976.39	\$3,095.45	
Avatar Programs Maintenance	1	\$30,538.58	\$31,454.74	\$32,398.38	\$33,370.33	Q1 2018-2019 Charges due upon execution of this Amendment #7 and quarterly thereafter
Avatar Perceptive Hosting (DR)	365	\$21,886.00	\$22,981.00	\$24,130.00	\$25,336.00	The initial term for the provision of the products shall begin upon availability of the product in [County's] production environment. The initial term shall be coterminous with the County's next fiscal year end. Charges due upon product availability and quarterly thereafter.

Avatar Hosting (DR)	380	\$191,520.00	\$201,096.00	\$211,151.00	\$221,709.00	Q1 2018-2019 Charges due upon execution of this Amendment #7 and quarterly thereafter
OrderConnect Prescriber Subscription	29	\$42,647.54	\$44,353.45	\$46,127.59	\$47,972.70	Q1 2018-2019 Charges due upon execution of this Amendment #7 and quarterly thereafter
OrderConnect Non-Prescribers	10	\$1,896.00	\$1,991.00	\$2,090.00	\$2,195.00	Q1 2018-2019 Charges due upon execution of this Amendment #7 and quarterly thereafter
CareConnect Base Charge	1	\$8,387.00	\$8,806.00	\$9,247.00	\$9,709.00	Q1 2018-2019 Charges due upon execution of this Amendment #7 and quarterly thereafter
Lab Results Inbound Interface	1	\$2,917.00	\$3,063.00	\$3,216.00	\$3,377.00	Q1 2018-2019 Charges due upon execution of this Amendment #7 and quarterly thereafter
Lab Order Outbound Interface	1	\$2,751.84	\$2,861.91	\$2,976.39	\$3,095.45	Q1 2018-2019 Charges due upon execution of this Amendment #7 and quarterly thereafter

KPI Subscription	50	\$16,848.00	\$17,521.92	\$18,222.80	\$18,951.71	Q1 2018-2019 Charges due upon execution of this Amendment #7 and quarterly thereafter
Diagnosis Content on Demand	1	\$5,189.36	\$5,396.94	\$5,612.83	\$5,837.35	Q1 2018-2019 Charges due upon execution of this Amendment #7 and quarterly thereafter
Escrow	1	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	Q1 2018-2019 Charges due upon execution of this Amendment #7 and quarterly thereafter
FY Totals		\$435,210.68	\$454,532.50	\$474,730.79	\$495,846.69	

**Exhibit C
ePCS Charges**

Product	Qty	07/01/18 - 06/30/19 Period Charges	07/01/19- 06/30/20 Period Charges	07/01/20- 06/30/21 Period Charges	07/01/21- 06/30/22 Period Charges	Payment Terms
OrderConnect ePCS Subscription *Qty 13 purchased on PO 00060879 Qty 1 purchased on PO D0117409 Qty 2 Purchase on PO D0118251 Qty 2 Purchase on PO D0118719 Qty 6 Purchase on PO D0119803 Qty 2 Purchase on SO16252 Qty 2 Purchase on PO SO17046	28*	\$2,803.51	\$2,915.65	\$3,032.28	\$3,153.58	Q1 2018-2019 Charges due upon execution of this Amendment #7 and quarterly thereafter

Exhibit D
Additional Netsmart Products

Product	Qty	07/01/18 - 06/30/19 Period Charges	07/01/19- 06/30/20 Period Charges	07/01/20- 06/30/21 Period Charges	07/01/21- 06/30/22 Period Charges	Payment Terms
OrderConnect ePCS Per Prescriber Set-Up (Hard/Hard Token) - One-Time Charges	Up to 40 per budget period	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	Upon execution of a quote to purchase product, billed Quarterly in advance, prorated to be on a July to June Billing Term
Shipping and Handling, one-time charge per order Assumed 20 orders, Qty of 4 per order (4 Orderconnect ePCS Subscriptions and 4 OrderConnect Prescriber Subscription purchased together)	Priced Per order	\$200.00	\$200.00	\$200.00	\$200.00	One-time Fee shall be due upon Execution of a quote to purchase products

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

[A - Netsmart A6](#)

[B - Netsmart A5](#)

[C - Netsmart A4](#)

[D - Netsmart A3](#)

[E - Netsmart A2](#)

[F - Netsmart A1](#)

[G - Netsmart Original Contract #03444-12](#)



Solano County

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

Agenda Submittal

Agenda #:	8	Status:	Consent Calendar
Type:	Contract	Department:	Health and Social Services
File #:	18-693	Contact:	Gerald Huber, 784-8400
Agenda date:	10/02/2018	Final Action:	
Title:	Approve 2 contracts, one with Medmark Treatment Centers - Fairfield, Inc. for \$1,416,432 and the other with Successful Alternatives for Addiction and Counseling Services, Inc. for \$1,226,366, to provide narcotic treatment services beginning on October 1, 2018 through June 30, 2019; Authorize the County Administrator to execute contract amendments that are within budgeted appropriations; Authorize the Director of Health and Social Services to execute any amendments which are technical or administrative in nature and have no fiscal impact; and Approve an Appropriation Transfer Request in the amount of \$1,930,297 (4/5 vote required)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Medmark Contract, B - Successful Alternatives Contract		

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 of Supervisors approve two contracts, one with Medmark Treatment Centers - Fairfield, Inc. for \$1,416,432 and the other with Successful Alternatives for Addiction and Counseling Services, Inc. for \$1,226,366 to provide narcotic treatment services beginning on October 1, 2018 through June 30, 2019; Authorize the County Administrator to execute contract amendments that are within budgeted appropriations; Authorize the Director of Health and Social Services to execute any amendments which are technical or administrative in nature and have no fiscal impact; and Approve an Appropriation Transfer Request in the amount of \$1,930,297 (4/5 vote required).

SUMMARY:

NTP services have been offered in Solano County through direct contracts between the providers and the State; however, the California Department of Healthcare Services (DHCS), on May 3, 2018, notified the County that under the Drug Medi-Cal program, the County must "provide, arrange, or subcontract" all required services which includes NTP services. The notice indicated the County was not in compliance with one or more services required in the Drug Medi-Cal program, specifically Narcotic Treatment Programs (NTP), in which individuals are prescribed methadone to address their opioid addiction

In response to the notice of non-compliance from DHCS, H&SS submitted a Plan of Correction to DHCS for full compliance with the Drug Medi-Cal program by October 1, 2018. The proposed contracts with the two

providers brings Solano into compliance with the requirement that NTP services be direct contracts with the County. The amounts for each contract for NTP services is set based upon prior year claims, as reported by DHCS. Under these contracts, H&SS anticipates serving approximately 550 individuals, a number similar to 2017 when the contracts were held by DHCS.

DISCUSSION:

Background:

NTP services are associated with a 1994 federal court decision, *Sobky vs. Smoley* (855 F. Supp. 1123), which required the "State to assure that all eligible categorically needy individuals receive methadone maintenance treatment services that are equal in amount, duration, and scope; that all eligible categorically needy persons receive methadone maintenance treatment services that are at least equal in amount, duration, and scope to services provided to medically needy persons; and that no persons eligible for Medi-Cal funded methadone maintenance treatment services will be placed on waiting lists for such services due to budgetary constraints." This court case addressed the lack of uniformity among California counties in the availability of methadone treatment in that services were available in some counties but were not in others which was viewed as a violation of the federal Medicaid program. At the time of the court decision counties were allowed to implement any part of the Drug Medi-Cal program that they wanted. To finance Drug Medi-Cal programs and other substance treatment programs, the State allocated a fixed amount of funds that could be split between Drug Medi-Cal and other program at the discretion of the counties. Medium and small counties objected based on the inadequacy of the state allocated funds. In response to the objections, the State allowed the NTP providers to contract directly with the state agency which administered drug and alcohol programs at the time. Locally, Baymark Corporation branches, including Med Mark Treatment Centers - Fairfield, Inc. and Successful Alternatives for Addiction and Counseling Services, Inc. sought and received direct contracts with DHCS.

Today, 2018, the access to NTP services are structured across the State with the exception of who holds the treatment contracts. The recommended Board action will address the remaining State requirement that the County hold the contracts for the services. The cost of the NTP services is funded between federal, State and local funds, and the County share is paid from use of 2011 Realignment.

FINANCIAL IMPACT:

Federal Financial Participation, State General Fund, and 2011 Realignment fund NTP services. The FY2018/19 Adopted Budget currently includes \$950,000 in appropriation that was associated with the County's responsibility to provide DHCS the 50% nonfederal share for these services under the State's management of the agreements. An ATR in the amount of \$1,930,297 is recommended to appropriate the unanticipated costs and revenue associated with executing these agreements for the 9-month contract term (4/5 vote required). 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 the contracts, but that will continue the County's non-compliance with its Drug Medi-Cal contract. As stated in the DHCS-county contract for Drug Medi-Cal, DHCS has the right to withhold funds in the event of non-compliance.

OTHER AGENCY INVOLVEMENT:

No other County agencies are involved.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



**County of Solano
Standard Contract**

For County Use Only
CONTRACT NUMBER:
03832-19
Dept., Division, FY, #)
H&SS, SA
BUDGET ACCOUNT:
7562
SUBJECT ACCOUNT:
3110

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

MedMark Treatment Centers, Inc.

CONTRACTOR'S NAME

2. The Term of this Contract is:

10/1/2018 to 6/30/2019

3. The maximum amount of this Contract is:

\$ 1,416,432

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

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

Exhibit E – California Special Terms and Conditions

This Contract is made on September 20, 2018.

CONTRACTOR	COUNTY OF SOLANO
MedMark Treatment Centers, Inc. CONTRACTOR'S NAME	
<u>Bond Andrews</u>  09/21/2018 10:28 AM EDT SIGNATURE	<u>Birgitta E. Corsello</u> DATED <u>County Administrator</u> TITLE
Bond Andrews, Vice President, Revenue Cycle Management PRINTED NAME AND TITLE	<u>275 Beck Ave.</u> ADDRESS
1720 Lakepointe Drive, Suite 117 ADDRESS	<u>Fairfield</u> <u>CA</u> <u>94533</u> CITY STATE ZIP CODE
Lewisville, TX 75057 CITY STATE ZIP CODE	Approved as to Content: <u>Gerald Huber</u>  DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form: <u>Dennis Bunting</u>  COUNTY COUNSEL

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

Rev. 1/09/08

EXHIBIT A **SCOPE OF WORK**

1. BACKGROUND

The California Department of Health Care Services has contracted with Medmark Treatment Centers, Inc. located in Fairfield, CA., to supply Narcotic Treatment Program (NTP) services to Solano County residents. Solano County is taking over the contract as part of the process to bring the county into compliance with the state-county contract requirements for state plan Drug Medi-Cal services.

2. WORK ACTIVITIES

- A. Treatment services will be provided in an outpatient setting and are directed at stabilization and rehabilitation of persons who are opiate addicted and have a substance abuse diagnosis.
- B. All services shall be delivered in a manner consistent with Drug Medi-Cal rules and regulations. The only services that can be provided under this Contract are those included in the state-county contract for state plan Drug Medi-Cal, as described below:

Contractor will provide:

- 1) Methadone Narcotic Treatment Services:
State plan Narcotic Treatment Program services for Solano County residents at the MedMark Treatment Centers clinic in Fairfield, CA. The services are limited to residents who are enrolled for Medi-Cal benefits in Solano County.
- 2) Treatment services are limited to the following:
 - a) H0004: Individual Substance Use Disorder counseling services.
 - b) H0020: Methadone administration only. H0020 refers to formulary methadone dosing rates and do not fluctuate with prescription amounts. For example, 80mg methadone doses and 120 mg methadone doses are billed at the same rate.
 - c) H0005: Group Substance Use Disorder counseling services. Group size must conform to current Drug Medi-Cal rules.
 - d) Non-perinatal and perinatal services are both included.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. REIMBURSEMENT FOR SERVICES:

- A. Maximum compensation for services shall not exceed \$1,416,432 for the contract period. Compensation shall be at the rates set forth in Table #1 in Section 2, payable monthly in arrears. Contractor may choose from the Service Modalities listed in Section 2 to develop each individual client treatment plan.
- B. County shall compensate Contractor based on:
 - 1) the actual number of clients served by Contractor.
 - 2) the actual number of service units Contractor provides each client. and
 - 3) the rates established in Section 2, payable monthly in arrears.
- C. In the event this Contract is extended for 90 days to allow for a novation or renewal of the Contract, then the maximum amount of reimbursement for the extension period beginning 7/1/2019 and ending 9/30/2019 is equal to one quarter of the dollar amount claimed for the previous 12 months, subject to availability of funding under Exhibit C, section 26.
- D. All billable clients must be enrolled in Medi-Cal. Contractor will bill for the cost of Drug Medi-Cal treatment services rendered to patients pursuant to this Contract.

2. SERVICE MODALITY DESCRIPTIONS, RATES, PROCEDURE CODES, AND SERVICE UNITS:

In order to insure prompt payment, the Contractor shall provide the County with documentation of the direct services provided to Solano County clients in the prior month. Contractor will submit a Solano County vendor claim and invoices with adequate supporting documentation as to services provided no later than fifteen (15) days after the last day of the month in which those services were provided.

- A. Payment of invoices is subject to County's approval.
- B. Upon submission of a Solano County vendor claim and an invoice by Contractor, and upon review and approval of County's representative, County will pay Contractor monthly in arrears for fees and expenses incurred the prior month, or upon demonstrated completion of deliverables, as applicable, up to the maximum amount of the contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges. Contractor must document all expenses submitted to County for payment under this Contract by maintaining complete and accurate records of all financial transactions related to the services performed under this Contract including, but not limited to, invoices, receipts, time sheets, itemized cost lists, and other official documentation that sufficiently support all charges under this Contract.
- C. Periodically, County may deduct any service disallowances from outstanding invoices.
- D. The procedure code and service units are listed in Table #1. The procedure code may be changed at any time. Contractor will add "HD" to the code to signify "perinatal" and add "HG" to the code to signify perinatal and non-perinatal services.

TABLE #1

Service	Type of unit of service (UOS)	Non-perinatal rate per UOS and	Perinatal rate per UOS and
NTP-methadone dosing	Daily	\$13.54	\$14.58
NTP-individual counseling*	One 10-minute increment	\$15.88	\$16.39
NTP group counseling*	One 10-minute increment	\$3.43	\$4.28

* Contractor may be reimbursed for up to 200 minutes of individual and/or group counseling per calendar month. If a medical necessity determination is made that requires additional NTP counseling beyond 200 minutes per calendar month, Contractor may bill and be reimbursed for additional counseling (in 10-minute increments). Medical justification for additional minutes must be supplied to the County.

3. FINANCIAL STATEMENTS AND AUDITS

- A. Contractor agrees to furnish an annual audited financial statement to the County, which must be submitted within 30 days of its publication.
- B. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, state or federal government conducts an audit.
- C. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor agrees that funds to be disbursed under the terms of this Contract will be withheld if repayment is not received by the County within thirty days of receipt of notice from County. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Behavioral Health Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the Deputy Director, or designee, regarding the appeal will be final.

4. SUB RECIPIENT MONITORING AND MANAGEMENT

- A. Contractor will complete a self-assessment tool and provide it to the County within 30 days of the contract execution. The County will provide the required format.
- B. Every sub award must be clearly identified and include the following information at the time of contract execution. Significant changes to these data elements may require a sub award modification form.
 - 1) Sub recipient Name (which must match the name associated with its DUNS number):
 - 2) Sub recipient DUNS number:
 - 3) Federal Award Identification Number (FAIN): [Not applicable]
 - 4) Federal Award Date (date when the federal award was signed by authorized official of awarding agency): [Not applicable]
 - 5) Sub award Period of Performance Start and End Date: [Not applicable]

- 6) Amount of Federal Funds obligated by this action: [Not applicable]
- 7) Total Amount of Federal Funds obligated to the sub recipient: [Not applicable]
- 8) Total amount of Federal Award: [Not applicable]
- 9) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): [Not applicable]
- 10) Name of Federal awarding agency, pass-through entity and contact information for awarding official: [When applicable, County will claim Federal Financial Participation through the California State Department of Health Care Services for Medi-Cal Services (DHCS). DHCS claims services to the Department of Health and Human Services -Centers for Medicare and Medicaid Services (CMS). Additionally, when applicable, County will use Federal Substance Abuse Prevention and Treatment (SAPT) Block Grant monies to fund this agreement. Funding for SAPT is through the Department of Health and Human Services – Substance Abuse and Mental Health Services Administration]
- 11) CFDA Number and name: [93.778 - Medical Assistance Program; 93.959 Block Grants for Prevention and Treatment of Substance Abuse]
- 12) Identification of whether the award is for research and development. [Not applicable]
- 13) Indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR part 200.414 Indirect (F&A) costs): [Not applicable]

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

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

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

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

2. TIME

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

3. TIME OF PERFORMANCE

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

4. TERMINATION

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

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

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

5. SIGNATURE AUTHORITY

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

6. REPRESENTATIONS

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

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

7. INSURANCE

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

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

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

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

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

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

- | | | |
|---|---|---|
| (1) General Liability:
(Including operations, products
and completed operations.) | \$1,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

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

- | | | |
|----------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
|----------------------|--------------------|--|

- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

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

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

G. Other Insurance Provisions

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

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

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

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

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

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

8. BEST EFFORTS

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

9. DEFAULT

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

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

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

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

10. INDEMNIFICATION

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

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

11. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAW

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

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

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

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

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

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

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

19. INSPECTION

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

20. NONDISCRIMINATION

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

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

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

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

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

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

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

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

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

33. PRICING

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

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

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any

other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

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

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

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

36. EXECUTION IN COUNTERPARTS

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

37. LOCAL EMPLOYMENT POLICY

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

38. ENTIRE CONTRACT

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Section 2 of the Standard Contract, and unless terminated by either party prior to June 30, 2019, this Contract will be automatically extended from July 1, 2019, through September 30, 2019, to allow for continuation of services and sufficient time to complete a novation or renewal contract.

2. SPECIAL RESPONSIBILITIES OF CONTRACTOR

- A. Contractor agrees not to offer or provide any service for which Contractor is not competently trained or licensed by the State of California.
- B. Contractor agrees to provide treatment services in accordance with the State Department of Health Care Services Licensing and Certification Standards. These standards are incorporated by this reference.
- C. Contractor agrees to provide treatment services in accordance with the State Department of Health Care Services Substance Use Disorder (SUD) multi-year contract amendment with Solano County for the Fiscal Year (FY) 2017-18 through FY 2019-20. These requirements are incorporated by this reference.
- D. Contractor will provide an unaudited statement of revenue and expenditures to County within thirty (30) days of completion of the project if funds awarded to Contractor are \$100,000 or less.
- E. Contractor must be able to show evidence that all workstations, laptops, and other computer systems that process or store Protected Health Information (PHI) have a commercial third-party anti-virus software solution with a minimum automatic daily update.
- F. Contractor must be able to show evidence that all staff have confidentiality statements that are renewed annually.
- G. Contractor must be able to demonstrate compliance with the requirement to report security breaches of PHI or security incidents (a fact or incident that indicates that a security breach may be happening or has happened).

3. DRUG FREE WORKPLACE

Contractor will execute the form attached as Exhibit D-1.

4. CHILD/ADULT ABUSE

Contractor will execute the forms attached as Exhibit D-2 and D-3.

5. HIPAA CONTRACTOR AGREEMENT

Contractor shall execute the form attached as Exhibit D-4.

6. CHANGES AND AMENDMENTS

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

7. CONFIDENTIALITY OF SUBSTANCE ABUSE TREATMENT RECORDS

- A. County and Contractor will maintain the confidentiality of any information regarding clients (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the client's written permission, Contractor will divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.
- B. Contractor acknowledges that any information generated, received or disseminated pursuant to its performance under this Contract is confidential and will not be disclosed in any manner unless authorized by law. Furthermore, Contractor represents that Contractor is knowledgeable of federal and state confidentiality, privacy, information security and record management laws and regulations applicable to the subject of this Contract, and will abide by their requirements. When applicable, disposal and maintenance of records will comply with the State Department of Health Care Services regulations and standards.

8. USE OF PERSONALLY IDENTIFIABLE INFORMATION

The use of disclosure of information concerning County applicants and recipients will be limited to the use described in Exhibit A of this Contract. Information will not be released to any other agencies except as specified in Welfare & Institutions Code (W&IC) sections 10850, 10850.2 and 14100.2 that describes the use and disclosure of confidential records. The Personally Identifiable Information (PII) provided to Contractor by County falls within the description of confidential records. Contractor recognizes that unauthorized release of confidential information is a misdemeanor under W&IC sections 10850 and 14100.2 and may lead to criminal or civil liability. Contractor will implement security policies and safeguard PII at all times. Contractor will assure County applicants' or recipients' information will not be left unattended in vehicles or public facilities. Contractor will provide evidence of privacy/security training by submission of training materials, confidentiality statement signed annually by staff and organizational policies regarding confidentiality and security of records upon execution of this Contract.

9. BREACH REPORTING OBLIGATION

Contractor will immediately notify H&SS Compliance and Quality Assurance Unit by telephone at 707-784-3198 plus email: HSS-Compliance@SolanoCounty.com or fax 707-421-3207 upon discovery of a breach of secured and unsecured PII when Contractor reasonably believes PII information has been accessed or acquired by an unauthorized person and upon the discovery of a suspected security incident that involved data provided to Contractor. Upon notification from the Contractor, the County shall notify the appropriate governing agency as required.

10. CIVIL RIGHTS COMPLAINTS PROCEDURE

Contractor will:

- A. Provide services to any person, regardless of age, color, disability, marital status, national origin, Limited-English Proficiency (LEP), political affiliation, race, religion or sex.
- B. Comply with civil rights requirements as directed by County, which includes, but is not limited to the following:
 - 1) Ensure public contact staff attends civil rights training.
 - 2) Ensure notices and correspondences sent to participants are in their respective primary language and provide interpreters to ensure meaningful access of services to all applicants.

- C. Maintain a record of all civil rights materials provided by County and ensure all applicants are provided with the civil rights materials.
- D. Develop and use procedures for receiving and forwarding civil rights complaints as follows:
 - 1) County Contract Manager (CCM) shall act as the Civil Rights Liaison (CRL) between Contractor and the H&SS Civil Rights Coordinator.
 - 2) Refer or forward all complaints to the H&SS Civil Rights Coordinator within two business days of receiving it. If forwarding a written complaint, Contractor must maintain a copy.
 - 3) CCM/CRL shall not attempt to investigate civil right complaints. All investigations are handled by the H&SS Civil Rights Coordinator.
 - 4) Civil rights complaints shall not be scanned as documentation in any client file.

SOLANO COUNTY

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

MedMark Treatment Centers, Inc.

Contractor certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. Contractor will:

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

CERTIFICATION

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

Bond Andrews

Signature

09/21/2018
10:28 AM EDT

Date

CHILD ABUSE REPORTING REQUIREMENTS

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

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

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

Signature: Bond Andrews 

09/21/2018
10:28 AM EDT
Date: _____

ADULT ABUSE REPORTING REQUIREMENTS

Welfare and Institutions Code section 15630 and following:

The undersigned, having read the statement below, signifies knowledge and understanding of its provisions:

Section 15630 of the Welfare and Institutions Code requires any care custodian, health practitioner, or employee of an adult protective services agency or a local law enforcement agency who has knowledge of, or observes a dependent adult, in his or her professional capacity or within the scope of his or her employment who he or she knows has been the victim of physical abuse, or who has injuries under circumstances which are consistent with abuse where the dependent adult's statements indicate, or in the case of a person with developmental disabilities, where his or her statements or other corroborating evidence indicates that abuse has occurred, to report the known or suspected instance of physical abuse to an adult protective services or a local law enforcement agency immediately or as soon as practically possible by telephone and to prepare and send a written report, thereof, within 36 hours of receiving the information concerning the incident.

"Care Custodian" means an administrator or an employee of any of the following public or private facilities:

- | | |
|---------------------------------|--------------------------------------|
| 1. Health facility | 12. Licensing worker or evaluator |
| 2. Clinic | 13. Public assistance worker |
| 3. Home health agency | 14. Adult protective services agency |
| 4. Educational institution | 15. Patient's rights advocate |
| 5. Sheltered workshop | 16. Nursing home ombudsman |
| 6. Camp | 17. Legal guardian or conservator |
| 7. Respite care facility | 18. Skilled nursing facility |
| 8. Residential care institution | 19. Intermediate care facility |
| including foster homes and | 20. Local Law enforcement agency |
| group homes | 21. Any other person who provides |
| 9. Community care facility | goods or services necessary to |
| 10. Adult day care facility, | avoid physical harm or mental |
| including adult day health | suffering and who performs duties |
| care facilities | |
| 11. Regional center for persons | |
| with developmental disabilities | |

"Health Practitioner" means a physician, surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, marriage, family and child counselor or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code, any emergency medical technician I or II, paramedic, a person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code, or psychological assistant registered pursuant to Section 2913 of the Business and Professions Code, a marriage, family and child counselor trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code, a state or county public health employee who treats a dependent adult for any condition, a coroner, or a religious practitioner who diagnoses, examines, or treats dependent adults.

I certify that a full copy of Welfare and Institutions Code section 15630 and following has been provided to me, and I have read and understand the above statement and will comply with its provisions.

Signature: Bond Andrews



Date: 09/21/2018
10:28 AM EDT

SOLANO COUNTY
HIPAA CONTRACTOR AGREEMENT

MedMark Treatment Centers, Inc.

This Exhibit will constitute the Business Associate Agreement (the "Agreement") between the County of Solano (the "County") and the Contractor (the "Contractor") and applies to the functions Contractor will perform on behalf of the County (collectively, "Services"), that is identified in Exhibit A, Scope of Work.

- A. County wishes to disclose certain information to Contractor pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. County and its Contractor acknowledge that Contractor is subject to the Privacy and Security Rules (45 CFR parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act), in certain aspects of its operations performed on behalf of the County.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require County to enter into an Agreement containing specific requirements with Contractor prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

I. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement will have the same meaning as those terms in 45 CFR parts 160 and 164.

- 1. **Breach** means the same as defined under the HITECH Act [42 U.S.C. section 17921].
- 2. **Contractor** means the same as defined under the Privacy Rule, the Security rule, and the HITECH Act, including, but not limited to, 42 U.S.C. section 17938 and 45 C.F.R. § 160.103.
- 3. **Breach of the Security of the Information System** means the unauthorized acquisition, including, but not limited to, access to, use, disclosure, modification or destruction, of unencrypted computerized data that materially compromises the security, confidentiality, or integrity of personal information maintained by or on behalf of the County. Good faith acquisition of personal information by an employee or agent of the information holder for the purposes of the information holder is not a breach of the security of the system; provided, that the personal information is not used or subject to further unauthorized disclosure.
- 4. **Commercial Use** means obtaining protected health information with the intent to sell, transfer or use it for commercial, or personal gain, or malicious harm; sale to third party for consumption, resale, or processing for resale; application or conversion of data to make a profit or obtain a benefit contrary to the intent of this Agreement.
- 5. **Covered Entity** means the same as defined under the Privacy Rule and the Security rule, including, but not limited to, 45 C.F.R. § 160.103.
- 6. **Designated Record Set** means the same as defined in 45 C.F.R. § 164.501.
- 7. **Electronic Protected Health Information (ePHI)** means the same as defined in 45 C.F.R. § 160.103.
- 8. **Electronic Health Record** means the same as defined will have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. § 17921.

9. **Encryption** means the process using publicly known algorithms to convert plain text and other data into a form intended to protect the data from being able to be converted back to the original plain text by known technological means.
10. **Health Care Operations** means the same as defined in 45 C.F.R. § 164.501.
11. **Individual** means the same as defined in 45 CFR § 160.103 and will include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
12. **Marketing** means the same as defined under 45 CFR § 164.501 and the act or process of promoting, selling, leasing or licensing any patient information or data for profit without the express written permission of County.
13. **Privacy Officer** means the same as defined in 45 C.F.R. § 164.530(a)(1). The Privacy Officer is the official designated by a County or Contractor to be responsible for compliance with HIPAA/HITECH regulations.
14. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and t 164, subparts A and E.
15. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and will have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. §§ 160.103 and 164.501].
16. **Required By Law** means the same as defined in 45 CFR § 164.103.
17. **Security Rule** means the HIPAA Regulation that is codified at 45 C.F.R. parts 160 and 164, subparts A and C.
18. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
19. **Security Event** means an immediately reportable subset of security incidents which incident would include:
 - a. a suspected penetration of Contractor's information system of which the Contractor becomes aware of but for which it is not able to verify immediately upon becoming aware of the suspected incident that PHI was not accessed, stolen, used, disclosed, modified, or destroyed;
 - b. any indication, evidence, or other security documentation that the Contractor's network resources, including, but not limited to, software, network routers, firewalls, database and application servers, intrusion detection systems or other security appliances, may have been damaged, modified, taken over by proxy, or otherwise compromised, for which Contractor cannot refute the indication of the time the Contractor became aware of such indication;
 - c. a breach of the security of the Contractor's information system(s) by unauthorized acquisition, including, but not limited to, access to or use, disclosure, modification or destruction, of unencrypted computerized data and which incident materially compromises the security, confidentiality, or integrity of the PHI; and or,
 - d. the unauthorized acquisition, including but not limited to access to or use, disclosure, modification or destruction, of unencrypted PHI or other confidential information of the County by an employee or authorized user of Contractor's system(s) which materially compromises the security, confidentiality, or integrity of PHI or other confidential information of the County.

EXHIBIT D-4

If data acquired (including but not limited to access to or use, disclosure, modification or destruction of such data) is in encrypted format but the decryption key which would allow the decoding of the data is also taken, the parties will treat the acquisition as a breach for purposes of determining appropriate response.

20. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.
21. **Unsecured PHI** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. Unsecured PHI will have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. section 17932(h).

II. OBLIGATIONS OF CONTRACTOR

1. Compliance with the Privacy Rule: Contractor agrees to fully comply with the requirements under the Privacy Rule applicable to “Business Associates” as defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this agreement or as required by law.
2. Compliance with the Security Rule: Contractor agrees to fully comply with the requirements under the Security Rule applicable to “Business Associates” as defined in the Security Rule.
3. Compliance with the HITECH Act: Contractor hereby acknowledges and agrees it will comply with the HITECH provisions as proscribed in the HITECH Act.

III. USES AND DISCLOSURES

Contractor will not use Protected Health Information except for the purpose of performing Contractor’s obligations under the Contract and as permitted by the Contract and this Agreement. Further, Contractor will not use Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by County.

1. Contractor may use Protected Health Information:
 - a. For functions, activities, and services for or on the Covered Entities’ behalf for purposes specified in the Contract and this Agreement.
 - b. As authorized for Contractor’s management, administrative or legal responsibilities as a Contractor of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
 - c. As required by law.
 - d. To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
 - e. To report violations of law to appropriate Federal and State authorities, consistent with CFR § 164.502(j)(1).
2. Any use of Protected Health Information by Contractor, its agents, or subcontractors, other than those purposes of the Agreement, will require the express written authorization by the County and a Business Associate Agreement or amendment as necessary.
3. Contractor will not disclose Protected Health Information to a health plan for payment or health care operations if the patient has requested this restriction and has paid out of pocket in full for the health care item or service to which the Protected Health information relates.
4. Contractor will not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition will not affect payment by the County to Contractor for services provided pursuant to the Contract.

5. Contractor will not use or disclosed Protected Health Information for prohibited activities including, but not limited to, marketing or fundraising purposes.
6. Contractor agrees to adequately and properly maintain all Protected Health Information received from, or created, on behalf of County.
7. If Contractor discloses Protected Health Information to a third party, Contractor must obtain, prior to making any such disclosure, i) reasonable written assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify Contractor of any breaches of confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. section 17932; 45 C.F.R. §§ 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

IV. MINIMUM NECESSARY

Contractor (and its agents or subcontractors) will request, use and disclose only the minimum amount of Protected Health necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. section 17935(b); 45 C.F.R. § 164.514(d)(3)]. Contractor understands and agrees that the definition of “minimum necessary” is in flux and will keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”

V. APPROPRIATE SAFEGUARDS

1. Contractor will implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Health Information otherwise than as permitted by this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Health Information in accordance with 45 C.F.R. §§ 164.308, 164.310, and 164.312. [45 C.F.R. § 164.504(e)(2)(ii)(B); 45 C.F.R. § 164.308(b)]. Contractor will comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. § 164.316. [42 U.S.C. section 17931].
2. Contractor agrees to comply with Subpart 45 CFR part 164 with respect to Electronic Protected Health Information (ePHI). Contractor must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS) as applicable.
3. Contractor agrees that destruction of Protected Health Information on paper, film, or other hard copy media must involve either cross cut shredding or otherwise destroying the Protected Health Information so that it cannot be read or reconstructed.
4. Should any employee or subcontractor of Contractor have direct, authorized access to computer systems of the County that contain Protected Health Information, Contractor will immediately notify County of any change of such personnel (e.g. employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for County to disable previously authorized access.

VI. AGENT AND SUBCONTRACTOR'S OF CONTRACTOR

1. Contractor will ensure that any agents and subcontractors to whom it provides Protected Health Information, agree in writing to the same restrictions and conditions that apply to Contractor with respect to such PHI and implement the safeguards required with respect to Electronic PHI [45 C.F.R. § 164.504(e)(2)(ii)(D) and 45 C.F.R. § 164.308(b)].
2. Contractor will implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and will mitigate the effects of any such violation (see 45 C.F.R. §§ 164.530(f) and 164.530(e)(I)).

VII. ACCESS TO PROTECTED HEALTH INFORMATION

1. If Contractor receives Protected Health Information from the County in a Designated Record Set, Contractor agrees to provide access to Protected Health Information in a Designated Record Set to the County in order to meet its requirements under 45 C.F.R. § 164.524.
2. Contractor will make Protected Health Information maintained by Contractor or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under state law, [Health and Safety Code section 123110] the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524 [45 C.F.R. § 164.504(e)(2)(ii)(E)]. If Contractor maintains an Electronic Health Record, Contractor will provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. section 17935(e).
3. If Contractor receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Contractor, Contractor will provide the requested copies to the individual in a timely manner. If Contractor receives a request for Protected Health Information not in its possession and in the possession of the County, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Contractor will promptly forward the request to the County. Contractor will then assist County as necessary in responding to the request in a timely manner. If a Contractor provides copies of Protected Health Information to the individual, it may charge a reasonable fee for the copies as the regulations will permit.
4. Contractor will provide copies of HIPAA Privacy and Security Training records and HIPAA policies and procedures within five (5) calendar days upon request from the County.

VIII. AMENDMENT OF PROTECTED HEALTH INFORMATION

Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of Protected Health Information in the designated record set which Contractor created for or received from the County so that the county may meet its amendment obligations under 45 CFR § 164.526. If any individual requests an amendment of Protected Information directly from Contractor or its agents or subcontractors, Contractor must notify the County in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Contractor or its agents or subcontractors will be the responsibility of the County [45 C.F.R. § 164.504(e)(2)(ii)(F)].

IX. ACCOUNTING OF DISCLOSURES

1. At the request of the County, and in the time and manner designed by the County, Contractor and its agents or subcontractors will make available to the County, the information required to provide an accounting of disclosures to enable the County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and the HITECH Act, including but not limited to 42 U.S.C. § 17935. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by the Contractor and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Contractor maintains an electronic health record and is subject to this requirement.
2. At a minimum, the information collected and maintained will include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

3. In the event that the request for an accounting is delivered directly to Contractor or its agents or subcontractors, Contractor will forward within five (5) calendar days a written copy of the request to the County. It will be the County's responsibility to prepare and deliver any such accounting requested. Contractor will not disclose any Protected Information except as set forth in this Agreement [45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this paragraph will survive the termination of this Agreement.

X. GOVERNMENTAL ACCESS TO RECORDS

Contractor will make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Contractor's compliance with the Privacy rule [45 C.F.R. § 164.504(e)(2)(ii)(H)]. Contractor will provide to the County a copy of any Protected Health Information that Contractor provides to the Secretary concurrently with providing such Protected Information to the Secretary.

XI. CERTIFICATION

To the extent that the County determines that such examination is necessary to comply with the Contractor's legal obligations pursuant to HIPAA relating to certification of its security practices, County, or its authorized agents or contractors may, at the County's expense, examine Contractor's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to County the extent to which Contractor's security safeguards comply with HIPAA Regulations, the HITECH Act, or this Agreement.

XII. BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

1. In the case of a breach of unsecured Protected Health Information, Contractor will comply with the applicable provisions of 42 U.S.C. § 17932 and 45 C.F.R. part 164, subpart D, including but not limited to 45 C.F.R. § 164.410.
2. Contractor agrees to notify County of any access, use or disclosure of Protected Health Information not permitted or provided for by this Agreement of which it becomes aware, including any breach as required in 45 C.F.R. § 164.410. or security incident immediately upon discovery by telephone at 707-784-2962 and Riskdepartment@solanocounty.com or 707-784-3199 and will include, to the extent possible, the identification of each Individual whose unsecured Protected Health Information has been, or is reasonably believed by the Contractor to have been accessed, acquired, used, or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of the occurrence, and a description of any remedial action taken or proposed to be taken by Contractor. Contractor will also provide to County any other available information that the Covered entity requests.
3. A breach or unauthorized access, use or disclosure will be treated as discovered by the Contractor on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Contractor or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Contractor.
4. Contractor will mitigate, to the extent practicable, any harmful effect that results from a breach, security incident, or unauthorized access, use or disclosure of unsecured Protected Health Information by Contractor or its employees, officers, subcontractors, agents or representatives.
5. Following a breach, security incident, or any unauthorized access, use or disclosure of unsecured Protected Health Information, Contractor agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make all documentation available to the County.
6. Except as provided by law, Contractor agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the County's prior written consent. County hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice. When applicable law requires the breach to be reported to a federal or state agency or that notice be given to media outlets, Contractor will

cooperate with and coordinate with County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.

7. Contractor acknowledges that it is required to comply with the referenced rules and regulations and that Contractor (including its subcontractors) may be held liable and subject to penalties for failure to comply.
8. In meeting its obligations under this Agreement, it is understood that Contractor is not acting as the County's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Contractor is at all times acting an independent contractor in providing services pursuant to this Agreement and Exhibit A, Scope of Work.

XIII. TERMINATION OF AGREEMENT

1. Upon termination of this Agreement for any reason, Contractor will return or destroy, at County's sole discretion, all other Protected Health Information received from the County, or created or received by Contractor on behalf of the County.
2. Contractor will retain no copies of Protected Health Information P in possession of subcontractors or agents of Contractor.
3. Contractor will provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the Protected Health Information is not feasible, Contractor will extend the protections of this Agreement to such Protected Health Information and limit further use and disclosures of such Protected Health Information for so long as the Contractor or any of its agents or subcontractor maintains such information.
4. Contractor agrees to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of Protected Health Information.
5. Contractor agrees to retain records, minus any Protected Health Information required to be returned by the above section, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records will be the last date of encounter, transaction, event, or creation of the record.

CERTIFICATION

I certify that I am duly authorized legally to bind the Contractor to the above- described certification. I am fully aware that this certification is made under penalty of perjury under the laws of the State of California.

Bond Andrews



Signature

09/21/2018
10:28 AM EDT

Date

EXHIBIT E
CALIFORNIA SPECIAL TERMS AND CONDITIONS

1. ADDITIONAL CONTRACT RESTRICTIONS

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

2. NULLIFICATION OF THIS CONTRACT

The parties agree that if the Contractor fails to comply with the provisions of W&I Code section 14124.24, all areas related to the DMC Treatment Program SUD services, this Contract shall be null and void.

3. HATCH ACT

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 U.S.C. §§ 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

4. NO UNLAWFUL USE OR UNLAWFUL USE MESSAGES REGARDING DRUGS

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (H&SC sections 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

5. NONCOMPLIANCE WITH REPORTING REQUIREMENTS

Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III – Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

6. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 U.S.C. § 812).

7. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES

No funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug.

8. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996

If any of the work performed under this Contract is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit D, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit D for additional information.

A. Trading Partner Requirements

- 1) No Changes. Contractor agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal HHS Transaction Standard Regulation (45 CFR part 162.915 (a)).
- 2) No Additions. Contractor agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR part 162.915 (b)).
- 3) No Unauthorized Uses. Contractor agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 CFR part 162.915 (c)).
- 4) No Changes to Meaning or Intent. Contractor agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 CFR part 162.915 (d)).

B. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

C. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

D. Deficiencies

Contractor agrees to correct transactions, errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

E. Code Set Retention

Both Parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

F. Data Transmission Log

Both Parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each Party will take necessary any reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

9. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42 U.S.C. § 300x-65.

10. COUNSELOR CERTIFICATION

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8 (Document 3H).

11. CULTURAL AND LINGUISTIC PROFICIENCY

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

12. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)) as amended by section 1702. For full text of the act, go to:

<http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

13. MINIMUM QUALITY STANDARDS

Contractor shall provide services and adhere to organizational standards as outlined in State County Contract Exhibit A, Attachment I, Part I, Section 1, C, 5.

14. INFORMATION ACCESS FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

- A. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
- B. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:
 - 1) Materials explaining services to the public
 - 2) Language services
 - 3) Language interpreter and translation services
 - 4) Video remote language interpreting services



**County of Solano
Standard Contract**

For County Use Only
CONTRACT NUMBER:
03843-19
Dept., Division, FY, #1
H&SS, SA
BUDGET ACCOUNT:
7562
SUBJECT ACCOUNT:
3110

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

Successful Alternatives for Addiction & Counseling Services, Inc.

CONTRACTOR'S NAME

2. The Term of this Contract is:

10/1/2018 to 6/30/2019

3. The maximum amount of this Contract is:

\$ 1,226,366

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

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

Exhibit E – California Special Terms and Conditions

This Contract is made on September 20, 2018.

CONTRACTOR	COUNTY OF SOLANO
Successful Alternatives for Addiction & Counseling Services, Inc.	
CONTRACTOR'S NAME	
<u>Bond Andrews</u>  09/21/2018 08:36 AM EDT	<u>Birgitta E. Corsello</u> DATED
SIGNATURE	<u>County Administrator</u> TITLE
Bond Andrews, Vice President	<u>275 Beck Ave.</u> ADDRESS
PRINTED NAME AND TITLE	<u>Fairfield</u> CA <u>94533</u>
1720 Lakepointe Drive	CITY STATE ZIP CODE
ADDRESS	Approved as to Content:
Lewisville, TX 75057	<u>Gerald Huber</u> 
CITY STATE ZIP CODE	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	<u>Dennis Bunting</u> 
	COUNTY COUNSEL

Rev. 1/09/08

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK**1. BACKGROUND**

The California Department of Health Care Services has contracted with Successful Alternatives for Addiction and Counseling Services, Inc., located in Vallejo, CA., to supply Narcotic Treatment Program (NTP) services to Solano County residents. Solano County is taking over the contract as part of the process to bring the county into compliance with the state-county contract requirements for state plan Drug Medi-Cal services.

2. WORK ACTIVITIES

- A. Treatment services will be provided in an outpatient setting and are directed at stabilization and rehabilitation of persons who are opiate addicted and have a substance abuse diagnosis.
- B. All services shall be delivered in a manner consistent with Drug Medi-Cal rules and regulations. The only services that can be provided under this Contract are those included in the state-county contract for state plan Drug Medi-Cal, as described below:

Contractor will provide:

1) Methadone Narcotic Treatment Services:

State plan Narcotic Treatment Program services for Solano County residents at the Successful Alternatives for Addiction and Counseling Services, Inc. clinic in Vallejo, CA. The services are limited to residents who are enrolled for Medi-Cal benefits in Solano County.

2) Treatment services are limited to the following services:

- a) H0004: Individual Substance Use Disorder counseling services.
- b) H0020: Methadone administration only. H0020 refers to formulary methadone dosing rates and do not fluctuate with prescription amounts. For example, 80mg methadone doses and 120 mg methadone doses are billed at the same rate.
- c) H0005: Group Substance Use Disorder counseling services. Group size must conform to current Drug Medi-Cal rules.
- d) Non-perinatal and perinatal services are both included.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. REIMBURSEMENT FOR SERVICES:

- A. Maximum compensation for services shall not exceed \$1,226,366 for the contract period. Compensation shall be at the rates set forth in Table #1 in Section 2, payable monthly in arrears. Contractor may choose from the Service Modalities listed in Section 2 to develop each individual client treatment plan.
- B. County will compensate Contractor based on:
 - 1) the actual number of clients served by Contractor.
 - 2) the actual number of service units Contractor provides each client.
 - 3) the rates established in Section 2, payable monthly in arrears.
- C. In the event this Contract is extended for 90 days to allow for a novation or renewal of the Contract, then the maximum amount of reimbursement for the extension period beginning 7/1/2019 and ending 9/30/2019 is equal to one quarter of the dollar amount claimed for the previous 12 months, subject to availability of funding under Exhibit C, section 26.
- D. All billable clients must be enrolled in Medi-Cal. Contractor will bill for the cost of Drug Medi-Cal treatment services rendered to patients pursuant to this Contract.

2. SERVICE MODALITY DESCRIPTIONS, RATES, PROCEDURE CODES, AND SERVICE UNITS:

In order to insure prompt payment, the Contractor shall provide the County with documentation of the direct services provided to Solano County clients in the prior month. Contractor will submit a Solano County vendor claim and invoices with adequate supporting documentation as to services provided no later than fifteen (15) days after the last day of the month in which those services were provided.

- A. Payment of invoices is subject to County's approval.
- B. Upon submission of a Solano County vendor claim and an invoice by Contractor, and upon review and approval of County's representative, County will pay Contractor monthly in arrears for fees and expenses incurred the prior month, or upon demonstrated completion of deliverables, as applicable, up to the maximum amount of the contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges. Contractor must document all expenses submitted to County for payment under this Contract by maintaining complete and accurate records of all financial transactions related to the services performed under this Contract including, but not limited to, invoices, receipts, time sheets, itemized cost lists, and other official documentation that sufficiently support all charges under this Contract.
- C. Periodically, County may deduct any service disallowances from outstanding invoices.
- D. The procedure code and service units listed in Table #1. The procedure code may be changed at any time. Contractor will add "HD" to the code to signify "perinatal" and add "HG" to the code to signify perinatal and non-perinatal services.

TABLE #1

Service	Type of unit of service (UOS)	Non-perinatal rate per UOS and	Perinatal rate per UOS and
NTP-methadone dosing	Daily	\$13.54	\$14.58
NTP-individual counseling*	One 10-minute increment	\$15.88	\$16.39
NTP group counseling*	One 10-minute increment	\$3.43	\$4.28

* Contractor may be reimbursed for up to 200 minutes of individual and/or group counseling per calendar month. If a medical necessity determination is made that requires additional NTP counseling beyond 200 minutes per calendar month, Contractor may bill and be reimbursed for additional counseling (in 10-minute increments). Medical justification for additional minutes must be supplied to the County.

3. FINANCIAL STATEMENTS AND AUDITS

- A. Contractor agrees to furnish an annual audited financial statement to the County, which must be submitted within 30 days of its publication.
- B. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, state or federal government conducts an audit.
- C. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor agrees that funds to be disbursed under the terms of this Contract will be withheld if repayment is not received by the County within thirty days of receipt of notice from County. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Behavioral Health Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the Deputy Director, or designee, regarding the appeal will be final.

4. SUB RECIPIENT MONITORING AND MANAGEMENT

- A. Contractor will complete a self-assessment tool and provide it to the County within 30 days of contract execution. The County will provide the required format.
- B. Every sub award must be clearly identified and include the following information at the time of contract execution. Significant changes to these data elements may require a sub award modification form.
 - 1) Sub recipient Name (which must match the name associated with its DUNS number):
 - 2) Sub recipient DUNS number:
 - 3) Federal Award Identification Number (FAIN): [Not applicable]

- 4) Federal Award Date (date when the federal award was signed by authorized official of awarding agency): [Not applicable]
- 5) Sub award Period of Performance Start and End Date: [Not applicable]
- 6) Amount of Federal Funds obligated by this action: [Not applicable]
- 7) Total Amount of Federal Funds obligated to the sub recipient: [Not applicable]
- 8) Total amount of Federal Award: [Not applicable]
- 9) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): [Not applicable]
- 10) Name of Federal awarding agency, pass-through entity and contact information for awarding official: [When applicable, County will claim Federal Financial Participation through the California State Department of Health Care Services for Medi-Cal Services (DHCS). DHCS claims services to the Department of Health and Human Services -Centers for Medicare and Medicaid Services (CMS). Additionally, when applicable, County will use Federal Substance Abuse Prevention and Treatment (SAPT) Block Grant monies to fund this agreement. Funding for SAPT is through the Department of Health and Human Services – Substance Abuse and Mental Health Services Administration]
- 11) CFDA Number and name: [93.778 - Medical Assistance Program; 93.959 Block Grants for Prevention and Treatment of Substance Abuse]
- 12) Identification of whether the award is for research and development. [Not applicable]
- 13) Indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR part 200.414 Indirect (F&A) costs): [Not applicable]

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

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

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

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

2. TIME

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

3. TIME OF PERFORMANCE

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

4. TERMINATION

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

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

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

5. SIGNATURE AUTHORITY

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

6. REPRESENTATIONS

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

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

7. INSURANCE

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

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

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

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

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

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- | | | |
|---|---|---|
| (1) General Liability:
(Including operations, products
and completed operations.) | \$1,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

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

- | | | |
|-----------------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
| (2) Professional Liability: | \$2,000,000 | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract. |

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

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

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

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

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

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

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

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

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

8. BEST EFFORTS

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

9. DEFAULT

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

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

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

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

10. INDEMNIFICATION

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

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

11. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAW

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

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

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

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

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

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

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

19. INSPECTION

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

20. NONDISCRIMINATION

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

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

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

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

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

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

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

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

33. PRICING

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

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

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency

that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

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

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

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

36. EXECUTION IN COUNTERPARTS

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

37. LOCAL EMPLOYMENT POLICY

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

38. ENTIRE CONTRACT

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Section 2 of the Standard Contract, and unless terminated by either party prior to June 30, 2019, this Contract will be automatically extended from July 1, 2019, through September 30, 2019, to allow for continuation of services and sufficient time to complete a novation or renewal contract.

2. SPECIAL RESPONSIBILITIES OF CONTRACTOR

- A. Contractor agrees not to offer or provide any service for which Contractor is not competently trained or licensed by the State of California.
- B. Contractor agrees to provide treatment services in accordance with the State Department of Health Care Services Licensing and Certification Standards. These standards are incorporated by this reference.
- C. Contractor agrees to provide treatment services in accordance with the State Department of Health Care Services Substance Use Disorder (SUD) multi-year contract amendment with Solano County for the Fiscal Year (FY) 2017-18 through FY 2019-20. These requirements are incorporated by this reference.
- D. Contractor will provide an unaudited statement of revenue and expenditures to County within thirty (30) days of completion of the project if funds awarded to Contractor are \$100,000 or less.
- E. Contractor must be able to show evidence that all workstations, laptops, and other computer systems that process or store Protected Health Information (PHI) have a commercial third-party anti-virus software solution with a minimum automatic daily update.
- F. Contractor must be able to show evidence that all staff have confidentiality statements that are renewed annually.
- G. Contractor must be able to demonstrate compliance with the requirement to report security breaches of PHI or security incidents (a fact or incident that indicates that a security breach may be happening or has happened).

3. DRUG FREE WORKPLACE

Contractor will execute the form attached as Exhibit D-1.

4. CHILD/ADULT ABUSE

Contractor will execute the forms attached as Exhibit D-2 and D-3.

5. HIPAA CONTRACTOR AGREEMENT

Contractor shall execute the form attached as Exhibit D-4.

6. CHANGES AND AMENDMENTS

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

7. CONFIDENTIALITY OF SUBSTANCE ABUSE TREATMENT RECORDS

- A. County and Contractor will maintain the confidentiality of any information regarding clients (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the client's written permission, Contractor will divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.
- B. Contractor acknowledges that any information generated, received or disseminated pursuant to its performance under this Contract is confidential and will not be disclosed in any manner unless authorized by law. Furthermore, Contractor represents that Contractor is knowledgeable of federal and state confidentiality, privacy, information security and record management laws and regulations applicable to the subject of this Contract, and will abide by their requirements. When applicable, disposal and maintenance of records will comply with the State Department of Health Care Services regulations and standards.

8. USE OF PERSONALLY IDENTIFIABLE INFORMATION

The use of disclosure of information concerning County applicants and recipients will be limited to the use described in Exhibit A of this Contract. Information will not be released to any other agencies except as specified in Welfare & Institutions Code (W&IC) sections 10850, 10850.2 and 14100.2 that describes the use and disclosure of confidential records. The Personally Identifiable Information (PII) provided to Contractor by County falls within the description of confidential records. Contractor recognizes that unauthorized release of confidential information is a misdemeanor under W&IC sections 10850 and 14100.2 and may lead to criminal or civil liability. Contractor will implement security policies and safeguard PII at all times. Contractor will assure County applicants' or recipients' information will not be left unattended in vehicles or public facilities. Contractor will provide evidence of privacy/security training by submission of training materials, confidentiality statement signed annually by staff and organizational policies regarding confidentiality and security of records upon execution of this Contract.

9. BREACH REPORTING OBLIGATION

Contractor will immediately notify H&SS Compliance and Quality Assurance Unit by telephone at 707-784-3198 plus email: HSS-Compliance@SolanoCounty.com or fax 707-421-3207 upon discovery of a breach of secured and unsecured PII when Contractor reasonably believes PII information has been accessed or acquired by an unauthorized person and upon the discovery of a suspected security incident that involved data provided to Contractor. Upon notification from the Contractor, the County shall notify the appropriate governing agency as required.

10. CIVIL RIGHTS COMPLAINTS PROCEDURE

Contractor will:

- A. Provide services to any person, regardless of age, color, disability, marital status, national origin, Limited-English Proficiency (LEP), political affiliation, race, religion or sex.
- B. Comply with civil rights requirements as directed by County, which includes, but is not limited to the following:
 - 1) Ensure public contact staff attends civil rights training.

- 2) Ensure notices and correspondences sent to participants are in their respective primary language and provide interpreters to ensure meaningful access of services to all applicants.
- C. Maintain a record of all civil rights materials provided by County and ensure all applicants are provided with the civil rights materials.
- D. Develop and use procedures for receiving and forwarding civil rights complaints as follows:
- 1) County Contract Manager (CCM) shall act as the Civil Rights Liaison (CRL) between Contractor and the H&SS Civil Rights Coordinator.
 - 2) Refer or forward all complaints to the H&SS Civil Rights Coordinator within two business days of receiving it. If forwarding a written complaint, Contractor must maintain a copy.
 - 3) CCM/CRL shall not attempt to investigate civil right complaints. All investigations are handled by the H&SS Civil Rights Coordinator.
 - 4) Civil rights complaints shall not be scanned as documentation in any client file.

SOLANO COUNTY

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

Successful Alternative for Addiction & Counseling Services, Inc.

Contractor certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. Contractor will:

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

CERTIFICATION

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

Bond Andrews

Contractor Signature

09/21/2018
08:36 AM EDT

Date

CHILD ABUSE REPORTING REQUIREMENTS

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

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

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

Signature: Bond Andrews 

Date: 09/21/2018
08:36 AM EDT

ADULT ABUSE REPORTING REQUIREMENTS

Welfare and Institutions Code section 15630 and following:

The undersigned, having read the statement below, signifies knowledge and understanding of its provisions:

Section 15630 of the Welfare and Institutions Code requires any care custodian, health practitioner, or employee of an adult protective services agency or a local law enforcement agency who has knowledge of, or observes a dependent adult, in his or her professional capacity or within the scope of his or her employment who he or she knows has been the victim of physical abuse, or who has injuries under circumstances which are consistent with abuse where the dependent adult's statements indicate, or in the case of a person with developmental disabilities, where his or her statements or other corroborating evidence indicates that abuse has occurred, to report the known or suspected instance of physical abuse to an adult protective services or a local law enforcement agency immediately or as soon as practically possible by telephone and to prepare and send a written report, thereof, within 36 hours of receiving the information concerning the incident.

"Care Custodian" means an administrator or an employee of any of the following public or private facilities:

- | | |
|---|--|
| 1. Health facility | 12. Licensing worker or evaluator |
| 2. Clinic | 13. Public assistance worker |
| 3. Home health agency | 14. Adult protective services agency |
| 4. Educational institution | 15. Patient's rights advocate |
| 5. Sheltered workshop | 16. Nursing home ombudsman |
| 6. Camp | 17. Legal guardian or conservator |
| 7. Respite care facility | 18. Skilled nursing facility |
| 8. Residential care institution including foster homes and group homes | 19. Intermediate care facility |
| 9. Community care facility | 20. Local Law enforcement agency |
| 10. Adult day care facility, including adult day health care facilities | 21. Any other person who provides goods or services necessary to avoid physical harm or mental suffering and who performs duties |
| 11. Regional center for persons with developmental disabilities | |

"Health Practitioner" means a physician, surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, marriage, family and child counselor or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code, any emergency medical technician I or II, paramedic, a person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code, or psychological assistant registered pursuant to Section 2913 of the Business and Professions Code, a marriage, family and child counselor trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code, a state or county public health employee who treats a dependent adult for any condition, a coroner, or a religious practitioner who diagnoses, examines, or treats dependent adults.

I certify that a full copy of Welfare and Institutions Code section 15630 and following has been provided to me, and I have read and understand the above statement and will comply with its provisions.

Signature: Bond Andrews 

09/21/2018
08:36 AM EDT

Date: _____

SOLANO COUNTY
HIPAA CONTRACTOR AGREEMENT

Successful Alternative for Addiction & Counseling Services, Inc.

This Exhibit will constitute the Business Associate Agreement (the “Agreement”) between the County of Solano (the “County”) and the Contractor (the “Contractor”) and applies to the functions Contractor will perform on behalf of the County (collectively, “Services”), that is identified in Exhibit A, Scope of Work.

- A. County wishes to disclose certain information to Contractor pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. County and its Contractor acknowledge that Contractor is subject to the Privacy and Security Rules (45 CFR parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”), in certain aspects of its operations performed on behalf of the County.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require County to enter into an Agreement containing specific requirements with Contractor prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

I. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement will have the same meaning as those terms in 45 CFR parts 160 and 164.

1. **Breach** means the same as defined under the HITECH Act [42 U.S.C. section 17921].
2. **Contractor** means the same as defined under the Privacy Rule, the Security rule, and the HITECH Act, including, but not limited to, 42 U.S.C. section 17938 and 45 C.F.R. § 160.103.
3. **Breach of the Security of the Information System** means the unauthorized acquisition, including, but not limited to, access to, use, disclosure, modification or destruction, of unencrypted computerized data that materially compromises the security, confidentiality, or integrity of personal information maintained by or on behalf of the County. Good faith acquisition of personal information by an employee or agent of the information holder for the purposes of the information holder is not a breach of the security of the system; provided, that the personal information is not used or subject to further unauthorized disclosure.
4. **Commercial Use** means obtaining protected health information with the intent to sell, transfer or use it for commercial, or personal gain, or malicious harm; sale to third party for consumption, resale, or processing for resale; application or conversion of data to make a profit or obtain a benefit contrary to the intent of this Agreement.
5. **Covered Entity means the same as defined** under the Privacy Rule and the Security rule, including, but not limited to, 45 C.F.R. § 160.103.
6. **Designated Record Set means the same as defined** in 45 C.F.R. § 164.501.
7. **Electronic Protected Health Information (ePHI) means the same as defined** in 45 C.F.R. § 160.103.
8. **Electronic Health Record means the same as defined** will have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. § 17921.
9. **Encryption** means the process using publicly known algorithms to convert plain text and other data into a form intended to protect the data from being able to be converted back to the original plain text by known technological means.

10. **Health Care Operations means the same as defined** in 45 C.F.R. § 164.501.
11. **Individual means the same as defined** in 45 CFR § 160.103 and will include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
12. **Marketing means the same as defined** under 45 CFR § 164.501 and the act or process of promoting, selling, leasing or licensing any patient information or data for profit without the express written permission of County.
13. **Privacy Officer means the same as defined** in 45 C.F.R. § 164.530(a)(1). The Privacy Officer is the official designated by a County or Contractor to be responsible for compliance with HIPAA/HITECH regulations.
14. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and t 164, subparts A and E.
15. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and will have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. §§ 160.103 and 164.501].
16. **Required By Law means the same as defined** in 45 CFR § 164.103.
17. **Security Rule** means the HIPAA Regulation that is codified at 45 C.F.R. parts 160 and 164, subparts A and C.
18. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
19. **Security Event** means an immediately reportable subset of security incidents which incident would include:
 - a. a suspected penetration of Contractor's information system of which the Contractor becomes aware of but for which it is not able to verify immediately upon becoming aware of the suspected incident that PHI was not accessed, stolen, used, disclosed, modified, or destroyed;
 - b. any indication, evidence, or other security documentation that the Contractor's network resources, including, but not limited to, software, network routers, firewalls, database and application servers, intrusion detection systems or other security appliances, may have been damaged, modified, taken over by proxy, or otherwise compromised, for which Contractor cannot refute the indication of the time the Contractor became aware of such indication;
 - c. a breach of the security of the Contractor's information system(s) by unauthorized acquisition, including, but not limited to, access to or use, disclosure, modification or destruction, of unencrypted computerized data and which incident materially compromises the security, confidentiality, or integrity of the PHI; and or,
 - d. the unauthorized acquisition, including but not limited to access to or use, disclosure, modification or destruction, of unencrypted PHI or other confidential information of the County by an employee or authorized user of Contractor's system(s) which materially compromises the security, confidentiality, or integrity of PHI or other confidential information of the County.

If data acquired (including but not limited to access to or use, disclosure, modification or destruction of such data) is in encrypted format but the decryption key which would allow the decoding of the data is also taken, the parties will treat the acquisition as a breach for purposes of determining appropriate response.

20. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.
21. **Unsecured PHI** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. Unsecured PHI will have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. section 17932(h).

II. OBLIGATIONS OF CONTRACTOR

1. Compliance with the Privacy Rule: Contractor agrees to fully comply with the requirements under the Privacy Rule applicable to “Business Associates” as defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this agreement or as required by law.
2. Compliance with the Security Rule: Contractor agrees to fully comply with the requirements under the Security Rule applicable to “Business Associates” as defined in the Security Rule.
3. Compliance with the HITECH Act: Contractor hereby acknowledges and agrees it will comply with the HITECH provisions as proscribed in the HITECH Act.

III. USES AND DISCLOSURES

Contractor will not use Protected Health Information except for the purpose of performing Contractor’s obligations under the Contract and as permitted by the Contract and this Agreement. Further, Contractor will not use Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by County.

1. Contractor may use Protected Health Information:
 - a. For functions, activities, and services for or on the Covered Entities’ behalf for purposes specified in the Contract and this Agreement.
 - b. As authorized for Contractor’s management, administrative or legal responsibilities as a Contractor of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
 - c. As required by law.
 - d. To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
 - e. To report violations of law to appropriate Federal and State authorities, consistent with CFR § 164.502(j)(1).
2. Any use of Protected Health Information by Contractor, its agents, or subcontractors, other than those purposes of the Agreement, will require the express written authorization by the County and a Business Associate Agreement or amendment as necessary.
3. Contractor will not disclose Protected Health Information to a health plan for payment or health care operations if the patient has requested this restriction and has paid out of pocket in full for the health care item or service to which the Protected Health information relates.
4. Contractor will not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition will not affect payment by the County to Contractor for services provided pursuant to the Contract.
5. Contractor will not use or disclosed Protected Health Information for prohibited activities including, but not limited to, marketing or fundraising purposes.

EXHIBIT D-4

6. Contractor agrees to adequately and properly maintain all Protected Health Information received from, or created, on behalf of County.
7. If Contractor discloses Protected Health Information to a third party, Contractor must obtain, prior to making any such disclosure, i) reasonable written assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify Contractor of any breaches of confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. section 17932; 45 C.F.R. §§ 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

IV. MINIMUM NECESSARY

Contractor (and its agents or subcontractors) will request, use and disclose only the minimum amount of Protected Health necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. section 17935(b); 45 C.F.R. § 164.514(d)(3)]. Contractor understands and agrees that the definition of “minimum necessary” is in flux and will keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”

V. APPROPRIATE SAFEGUARDS

1. Contractor will implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Health Information otherwise than as permitted by this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Health Information in accordance with 45 C.F.R. §§ 164.308, 164.310, and 164.312. [45 C.F.R. § 164.504(e)(2)(ii)(B); 45 C.F.R. § 164.308(b)]. Contractor will comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. § 164.316. [42 U.S.C. section 17931].
2. Contractor agrees to comply with Subpart 45 CFR part 164 with respect to Electronic Protected Health Information (ePHI). Contractor must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS) as applicable.
3. Contractor agrees that destruction of Protected Health Information on paper, film, or other hard copy media must involve either cross cut shredding or otherwise destroying the Protected Health Information so that it cannot be read or reconstructed.
4. Should any employee or subcontractor of Contractor have direct, authorized access to computer systems of the County that contain Protected Health Information, Contractor will immediately notify County of any change of such personnel (e.g. employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for County to disable previously authorized access.

VI. AGENT AND SUBCONTRACTOR'S OF CONTRACTOR

1. Contractor will ensure that any agents and subcontractors to whom it provides Protected Health Information, agree in writing to the same restrictions and conditions that apply to Contractor with respect to such PHI and implement the safeguards required with respect to Electronic PHI [45 C.F.R. § 164.504(e)(2)(ii)(D) and 45 C.F.R. § 164.308(b)].
2. Contractor will implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and will mitigate the effects of any such violation (see 45 C.F.R. §§ 164.530(f) and 164.530(e)(I)).

VII. ACCESS TO PROTECTED HEALTH INFORMATION

1. If Contractor receives Protected Health Information from the County in a Designated Record Set, Contractor agrees to provide access to Protected Health Information in a Designated Record Set to the County in order to meet its requirements under 45 C.F.R. § 164.524.

2. Contractor will make Protected Health Information maintained by Contractor or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under state law, [Health and Safety Code section 123110] the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524 [45 C.F.R. § 164.504(e)(2)(ii)(E)]. If Contractor maintains an Electronic Health Record, Contractor will provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. section 17935(e).
3. If Contractor receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Contractor, Contractor will provide the requested copies to the individual in a timely manner. If Contractor receives a request for Protected Health Information not in its possession and in the possession of the County, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Contractor will promptly forward the request to the County. Contractor will then assist County as necessary in responding to the request in a timely manner. If a Contractor provides copies of Protected Health Information to the individual, it may charge a reasonable fee for the copies as the regulations will permit.
4. Contractor will provide copies of HIPAA Privacy and Security Training records and HIPAA policies and procedures within five (5) calendar days upon request from the County.

VIII. AMENDMENT OF PROTECTED HEALTH INFORMATION

Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of Protected Health Information in the designated record set which Contractor created for or received from the County so that the county may meet its amendment obligations under 45 CFR § 164.526. If any individual requests an amendment of Protected Information directly from Contractor or its agents or subcontractors, Contractor must notify the County in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Contractor or its agents or subcontractors will be the responsibility of the County [45 C.F.R. § 164.504(e)(2)(ii)(F)].

IX. ACCOUNTING OF DISCLOSURES

1. At the request of the County, and in the time and manner designed by the County, Contractor and its agents or subcontractors will make available to the County, the information required to provide an accounting of disclosures to enable the County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and the HITECH Act, including but not limited to 42 U.S.C. § 17935. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by the Contractor and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Contractor maintains an electronic health record and is subject to this requirement.
2. At a minimum, the information collected and maintained will include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
3. In the event that the request for an accounting is delivered directly to Contractor or its agents or subcontractors, Contractor will forward within five (5) calendar days a written copy of the request to the County. It will be the County's responsibility to prepare and deliver any such accounting requested. Contractor will not disclose any Protected Information except as set forth in this Agreement [45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this paragraph will survive the termination of this Agreement.

X. GOVERNMENTAL ACCESS TO RECORDS

Contractor will make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Contractor's compliance with the Privacy rule [45 C.F.R. § 164.504(e)(2)(ii)(H)]. Contractor will provide to the County a copy of any Protected Health Information that Contractor provides to the Secretary concurrently with providing such Protected Information to the Secretary.

XI. CERTIFICATION

To the extent that the County determines that such examination is necessary to comply with the Contractor's legal obligations pursuant to HIPAA relating to certification of its security practices, County, or its authorized agents or contractors may, at the County's expense, examine Contractor's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to County the extent to which Contractor's security safeguards comply with HIPAA Regulations, the HITECH Act, or this Agreement.

XII. BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

1. In the case of a breach of unsecured Protected Health Information, Contractor will comply with the applicable provisions of 42 U.S.C. § 17932 and 45 C.F.R. part 164, subpart D, including but not limited to 45 C.F.R. § 164.410.
2. Contractor agrees to notify County of any access, use or disclosure of Protected Health Information not permitted or provided for by this Agreement of which it becomes aware, including any breach as required in 45 C.F.R. § 164.410. or security incident immediately upon discovery by telephone at 707-784-2962 and Riskdepartment@solanocounty.com or 707-784-3199 and will include, to the extent possible, the identification of each Individual whose unsecured Protected Health Information has been, or is reasonably believed by the Contractor to have been accessed, acquired, used, or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of the occurrence, and a description of any remedial action taken or proposed to be taken by Contractor. Contractor will also provide to County any other available information that the Covered entity requests.
3. A breach or unauthorized access, use or disclosure will be treated as discovered by the Contractor on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Contractor or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Contractor.
4. Contractor will mitigate, to the extent practicable, any harmful effect that results from a breach, security incident, or unauthorized access, use or disclosure of unsecured Protected Health Information by Contractor or its employees, officers, subcontractors, agents or representatives.
5. Following a breach, security incident, or any unauthorized access, use or disclosure of unsecured Protected Health Information, Contractor agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make all documentation available to the County.
6. Except as provided by law, Contractor agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the County's prior written consent. County hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice. When applicable law requires the breach to be reported to a federal or state agency or that notice be given to media outlets, Contractor will cooperate with and coordinate with County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.
7. Contractor acknowledges that it is required to comply with the referenced rules and regulations and that Contractor (including its subcontractors) may be held liable and subject to penalties for failure to comply.

EXHIBIT D-4

8. In meeting its obligations under this Agreement, it is understood that Contractor is not acting as the County's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Contractor is at all times acting an independent contractor in providing services pursuant to this Agreement and Exhibit A, Scope of Work.

XIII. TERMINATION OF AGREEMENT

1. Upon termination of this Agreement for any reason, Contractor will return or destroy, at County's sole discretion, all other Protected Health Information received from the County, or created or received by Contractor on behalf of the County.
2. Contractor will retain no copies of Protected Health Information P in possession of subcontractors or agents of Contractor.
3. Contractor will provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the Protected Health Information is not feasible, Contractor will extend the protections of this Agreement to such Protected Health Information and limit further use and disclosures of such Protected Health Information for so long as the Contractor or any of its agents or subcontractor maintains such information.
4. Contractor agrees to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of Protected Health Information.
5. Contractor agrees to retain records, minus any Protected Health Information required to be returned by the above section, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records will be the last date of encounter, transaction, event, or creation of the record.

CERTIFICATION

I certify that I am duly authorized legally to bind the Contractor to the above-described certification. I am fully aware that this certification is made under penalty of perjury under the laws of the State of California.

Bond Andrews



09/21/2018
08:36 AM EDT

Contractor Signature

EXHIBIT E
CALIFORNIA SPECIAL TERMS AND CONDITIONS

1. ADDITIONAL CONTRACT RESTRICTIONS

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

2. NULLIFICATION OF THIS CONTRACT

The parties agree that if the Contractor fails to comply with the provisions of W&I Code section 14124.24, all areas related to the DMC Treatment Program SUD services, this Contract shall be null and void.

3. HATCH ACT

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 U.S.C. §§ 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

4. NO UNLAWFUL USE OR UNLAWFUL USE MESSAGES REGARDING DRUGS

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (H&SC sections 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

5. NONCOMPLIANCE WITH REPORTING REQUIREMENTS

Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III – Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

6. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 U.S.C. § 812).

7. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES

No funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug.

8. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996

If any of the work performed under this Contract is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit D, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit D for additional information.

A. Trading Partner Requirements

- 1) No Changes. Contractor agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal HHS Transaction Standard Regulation (45 CFR part 162.915 (a)).
- 2) No Additions. Contractor agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR part 162.915 (b)).
- 3) No Unauthorized Uses. Contractor agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 CFR part 162.915 (c)).
- 4) No Changes to Meaning or Intent. Contractor agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 CFR part 162.915 (d)).

B. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

C. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

D. Deficiencies

Contractor agrees to correct transactions, errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

E. Code Set Retention

Both Parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

F. Data Transmission Log

Both Parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each Party will take necessary any reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

9. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42 U.S.C. § 300x-65.

10. COUNSELOR CERTIFICATION

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8 (Document 3H).

11. CULTURAL AND LINGUISTIC PROFICIENCY

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

12. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)) as amended by section 1702. For full text of the act, go to:

<http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

13. MINIMUM QUALITY STANDARDS

Contractor shall provide services and adhere to organizational standards as outlined in State County Contract Exhibit A, Attachment I, Part I, Section 1, C, 5.

14. INFORMATION ACCESS FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

- A. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
- B. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:
 - 1) Materials explaining services to the public
 - 2) Language services
 - 3) Language interpreter and translation services
 - 4) Video remote language interpreting services



Solano County

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

Agenda Submittal

Agenda #:	9	Status:	Consent Calendar
Type:	Contract	Department:	Health and Social Services
File #:	18-704	Contact:	Gerald Huber, 784-8400
Agenda date:	10/02/2018	Final Action:	
Title:	Approve a 3 year Memorandum of Understanding between the Community Action Partnership of Solano, Joint Powers Authority and the Cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo for further implementation of the Housing First Solano Continuum of Care Coordinated Entry System for \$214,228, effective upon execution by all cities through June 30, 2021		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Memorandum of Understanding		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services (H&SS) recommends the Board approve a three- year Memorandum of Understanding between the Community Action Partnership of Solano (CAP Solano), Joint Powers Authority (JPA) and the Cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo for further implementation of the Housing First Solano Continuum of Care Coordinated Entry System for \$214,228, effective upon execution by all cities through June 30, 2021.

SUMMARY/DISCUSSION:

In March 2017, CAP Solano JPA released a five-year strategic plan to respond to homelessness in Solano County at the direction of the County and 7-member Cities which was presented to the City County Coordinating Council and then separately shared with the Board. One of the key core goals of the five-year strategic plan is to improve system navigation by 1) increasing outreach and engagement; 2) reducing the number of people entering the homeless assistance system; 3) improving system-wide communication, collaboration, and coordination; and 4) increasing the supply and diversity of housing and service options to accommodate varied needs of priority subpopulations.

CAP Solano JPA receives over \$1,000,000 annually from HUD that may be used for services and housing for the homeless as the Continuum of Care funding stream. The U.S. Department of Housing and Urban Development (HUD) requires recipients of Continuum of Care and Emergency Solutions Grants (ESG) program funding to use a coordinated entry system. Coordinated Entry provides a standardized approach to assess the housing and service needs of homeless individuals and families and refer them to appropriate available resources that are needed to end their homelessness. CAP Solano JPA is under contract with HUD to employ 3.5 FTE and offer transportation assistance to clients for the current coordinated entry system used

in Solano County, Resource Connect Solano. This HUD contract is operated and staffed by a subrecipient. The proposed MOU expands the coordinated entry system with the addition of 3.5 FTE subrecipient staff to administer, promote, and expand the system and identify housing opportunities for individuals experiencing homelessness. The MOU will also fund the establishment of landlord incentive programs to increase the supply of private housing opportunities for homeless individuals. Annual reports to the County and each city will be provided at 12, 24 and 36 months.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the Department's FY2018/19 Adopted Budget. The first-year Solano County cost of \$70,000 associated with the MOU is included in the Department's FY2018/19 Approved Budget and is a County General Fund contribution approved by the Board during the June 19, 2018 Budget Hearings. Subsequent funding for the remaining two years of the MOU will need to be included in the County's FY2019/20 and FY2020/21 budgets. The second-year cost of \$71,400 and third year cost of \$72,828 will be reflected in future year budgets. The total MOU cost for the County is \$214,228. If the MOU is not approved by all jurisdictions there will likely be a reduction in the scope of work to reflect reduced participation and funding.

ALTERNATIVES:

The Board could choose not to approve the MOU; however, this is not recommended as a coordinated entry system is required for HUD recipients and coordinated entry assists in the assessment and housing placement for individuals experiencing homelessness.

OTHER AGENCY INVOLVEMENT:

CAP Solano JPA and each of its participating cities are proposed partners to the MOU. The Cities of Benicia and Suisun have already approved the MOU and the remaining cities will calendar the item on their October - November agendas.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

A MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNITY ACTION PARTNERSHIP OF SOLANO, JOINT POWERS AUTHORITY; SOLANO COUNTY; AND THE CITIES OF BENICIA, DIXON, FAIRFIELD, RIO VISTA, SUISUN CITY, VACAVILLE, AND VALLEJO REGARDING THE HOUSING FIRST SOLANO CONTINUUM OF CARE COORDINATED ENTRY SYSTEM

CAP Solano JPA

Attention:

Kathy Lawton-Caesar,
Chair/Executive Director
701 Civic Center Blvd.
Suisun City, CA 94585

707.428.7749
707.428.7798
capsolanojpa.org

This Memorandum of Understanding, hereinafter referred to as "MOU," is made effective DATE by and between the Community Action Partnership of Solano, Joint Powers Authority, hereinafter referred to as the "JPA," Solano County, hereinafter referred to as the "County"; and the Cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo, hereinafter referred to as the "Cities"; individually, a "Party"; and collectively, the "Parties."

JPA Board of Directors

Kathy Lawton-Caesar,
Chair
City of Suisun City
Emily Cantu, Vice-Chair
City of Vacaville
Dawn La Bar, Secretary
City of Fairfield
Cpl. MarJonne Roberson
City of Benicia
Beth Roberts
City of Rio Vista
Will Morat
City of Vallejo
Tonya Nowakowski
Solano County

RECITALS

WHEREAS the JPA is charged with providing oversight and coordination of homeless and safety net services to the residents of the County and Cities; serving as the conduit for safety net funding support; administering such funds and making grants available to other non-profit entities that provide services to people experiencing homelessness; setting policy and being the central agency for the oversight and technical assistance for the operation of homeless shelters, transitional housing, homeless assistance centers, community action councils and other safety net services; and undertaking such other programs as its Board of Directors may authorize, including such duties and tasks required to receive and distribute federal, state, local, and other funding to support the JPA's mission; and

WHEREAS the Continuum of Care that coordinates the provision of housing and supportive services addressing homelessness in the County and Cities is known as the Housing First Solano Continuum of Care, hereinafter referred to as the "CoC"; and

WHEREAS in March 2017, the JPA released "Neighbors Helping Neighbors: Forward Together," a five-year regional strategic plan to respond to homelessness in Solano County, hereinafter referred to as the "Regional Strategic Plan." The decision to develop the Regional Strategic Plan was a collective one made by the County and Cities, who came to realize that a regional approach was necessary to effectively respond to homelessness both immediately and in the long-term; and



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

WHEREAS one of the key core goals recommended by the Regional Strategic Plan is to improve system navigation by 1) increasing outreach and engagement; 2) reducing the number of people entering the homeless assistance system; 3) improving system-wide communication, collaboration, and coordination; and 4) increasing the supply and diversity of housing and service options to accommodate varied needs of priority subpopulations; and

WHEREAS Coordinated Entry provides a standardized approach to comprehensively assess the housing and service needs of homeless individuals and families and refer them to appropriate available resources that are needed to end their homelessness; and

WHEREAS the U.S. Department of Housing and Urban Development (HUD) requires recipients of Continuum of Care and Emergency Solutions Grants (ESG) Program funding to use a coordinated assessment system, under the authority of the Continuum of Care Program Interim Rule, 24 CFR § 578; the Emergency Solution Grant Program Interim Rule, 24 CFR § 576; and HUD Notice CPD-17-01; and

WHEREAS Coordinated Entry connects the community's network of homeless services and housing resources while streamlining, standardizing, and coordinating the current homeless intake, assessment, and referral process; and

WHEREAS homeless individuals and families, especially highly vulnerable individuals and families who are homeless, are Coordinated Entry's principal users; and

WHEREAS the Parties have agreed that an effective Coordinated Entry process is a critical component to improving system navigation as recommended by the Regional Strategic Plan; and

WHEREAS the Coordinated Entry System serving the Housing First Solano CoC is known as Resource Connect Solano; and

WHEREAS Resource Connect Solano is governed by Housing First Solano's Coordinated Entry System Policies and Procedures; and

WHEREAS the JPA is under contract with HUD through the Continuum of Care Program to employ 3.5 full-time employees and offer transportation assistance to clients in order to operate Resource Connect Solano for the CoC; and

WHEREAS the JPA operates Resource Connect Solano through a subrecipient Coordinated Entry System Operator pursuant to a separate Subrecipient Agreement, hereinafter known as the "Subrecipient Agreement"; and



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

WHEREAS the Parties recognize that additional resources are needed to enable Resource Connect Solano to operate an effective and efficient system to address homelessness and implement best practice solutions to leverage the existing housing stock to increase housing opportunities.

NOW, THEREFORE, in consideration of the premises set forth above, the mutual promises and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. The County and Cities agree to provide funds to the JPA over the course of three years from the effective date for Coordinated Entry services provided throughout Solano County as set forth in Exhibit B (Budget).

1. The County and Cities shall transmit annual payments to the JPA for the deliverables specified in Exhibits A and B.
2. The Memorandum of Understanding may be amended upon written agreement signed by all the Parties.

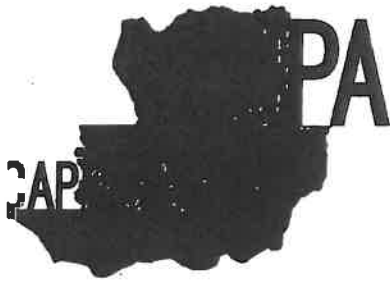
II. Program performance of the JPA

The JPA shall use funding received pursuant to this MOU to deliver the services described in Exhibit A (Scope of Work) in accordance with Exhibit C (Performance) to homeless individuals and families from the County and Cities pursuant to the terms of this MOU.

III. Fiscal responsibilities of the JPA

The JPA agrees to:

1. Monitor the activities listed in Exhibits A (Scope of Work), B (Budget), and C (Performance Objectives), and the terms of this MOU.
2. Adhere to its written JPA Continuum of Care Policies and Procedures for financial management.
3. Be liable for repayment of ineligible costs as defined by the Continuum of Care Program and Emergency Solutions Grant Interim Rules. The JPA shall be afforded the opportunity to respond to any adverse findings regarding ineligible costs before being held subject to repayment.



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

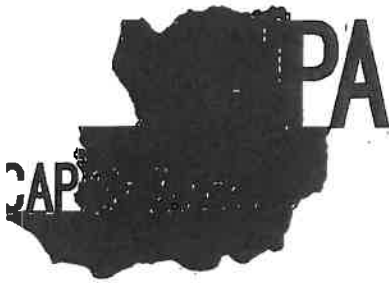
4. Be liable for repayment of costs incurred for activities not consistent with Exhibits A-C. The JPA shall be afforded the opportunity to respond to any adverse findings regarding such costs before being held subject to repayment.
5. Comply with accounting rules SFA 116 and 117 as issued by the Financial Accounting Standards Board in June 1993.
5. Promptly pay any debts or obligations to the County and/or Cities.

IV. Records, reports, and audits of the JPA

1. Governance.

- a. The JPA shall have available and provide to County and/or Cities upon request:
 - i. A copy of 1999 Solano County Board of Supervisors Resolution Number 99-215, a "Resolution Designating the County of Solano as the Community Action Agency and Designating the Solano Safety Net Consortium as the Community Action Agency for Solano County," which created the JPA.
 - ii. A copy of current JPA Bylaws.
 - iii. The current roster of the JPA membership.
 - iv. A copy of the adopted JPA Continuum of Care Policies and Procedures Manual, inclusive of its Conflicts of Interest Policy and its Financial Management policies and procedures.
- b. The JPA shall report any changes to its Bylaws and/or Board membership to the Parties on an annual basis.
- c. The JPA shall notify the Parties if it makes any changes to its interpretation of its compliance obligations under the Ralph M. Brown Act, as specified in the JPA Bylaws, on an annual basis.

2. Establishment and maintenance of records. The JPA shall maintain records sufficient to reflect properly all matters covered by the enclosed Exhibits A-C.



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

3. Preservation of records. The JPA shall preserve and make available its records in accordance with its Bylaws.
4. Examination of records and/or facilities. At any time during normal business hours, and as often as may be deemed necessary, the JPA agrees that the County and/or any City, and/or any duly authorized representatives for those Parties, shall, for a period of five years following the expiration of this MOU, have access to and the right to examine its offices and facilities engaged in performance of this MOU, and audit records and data with respect to matters covered by this MOU; excepting those falling within the attorney-client and attorney-work-product privileges. The County and/or Cities shall provide the JPA with reasonable notice of any such examination.
5. County and City monitoring reviews. The County and/or Cities may conduct monitoring reviews. Such reviews may cover program compliance, as well as fiscal matters. The County and/or Cities shall provide the JPA with reasonable notice that a review will be conducted. The JPA will be afforded a reasonable period of time to respond to any monitoring findings. Cost of such reviews will be borne by the Party(ies) requesting the review. The County and/or Cities may withhold payment and/or terminate this MOU if the JPA fails to respond to or correct finding(s) within a reasonable period of time.
 - a. Performance reports. Throughout the MOU term, the JPA shall share all performance reports prepared pursuant to the oversight of Resource Connect Solano by the JPA.

V. Coordination of program

1. JPA. The Chair / Executive Director of the JPA, or his/her designee, shall have overall responsibility for the progress and execution of this MOU.
2. The County. The County Administrator, or his/her designee, shall serve as the point of contact for the County with respect to this MOU.
3. The Cities. The City Managers, or their designees, shall serve as the point of contact with respect to this MOU.
4. Notices. All notices or other correspondence required or contemplated by this MOU shall be sent to the Parties at the following addresses:



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

JPA: Community Action Partnership of Solano,
Community Action Authority
Attn: Kathy Lawton-Caesar, Chair / Executive Director
701 Civic Center Boulevard
Suisun City, CA 94585

County: Birgitta E. Corsello
County Administrator
Solano County
675 Texas Street, Suite 6500
Fairfield, CA 94533

City of Benicia: Lorie Tinfow
City Manager
City of Benicia
City Hall
250 East L Street
Benicia, CA 94510

City of Dixon: Jim Lindley
City Manager
City of Dixon
600 East A Street
Dixon, CA 95620

City of Fairfield: David White
City Manager
City of Fairfield
1000 Webster Street
Fairfield, CA 94533

City of Rio Vista: Robert Hickey
City Manager
City of Rio Vista
Rio Vista City Hall
One Main Street
Rio Vista, CA 94571



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

City of Suisun City: Suzanne Bragdon
City Manager
City of Suisun City
City Hall
701 Civic Center Boulevard
Suisun City, CA 94585

City of Vacaville: Jeremy Craig
City Manager
City of Vacaville
City Hall
650 Merchant Street
Vacaville, CA 95688

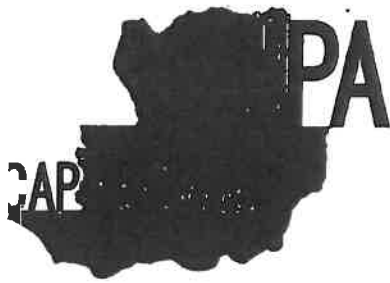
City of Vallejo: Greg Nyhoff
City Manager
City of Vallejo
555 Santa Clara Street
Vallejo CA 94590

VI. Compliance with law

The JPA shall become familiar and comply with and cause all its employees and contractors, if any, to become familiar and comply with all applicable Federal, State, and local laws, ordinances, codes, regulations, and decrees. Failure of the JPA to, in any manner, observe and adhere to laws as described herein or as amended, shall in no way relieve the JPA of its responsibility to adhere to same, and the JPA herein acknowledges this responsibility.

XIII. Indemnification/insurance

The JPA shall indemnify, defend (with independent counsel jointly approved by the County and Cities), and hold harmless the County and Cities and their officers, officials, directors, employees, agents, volunteers, and affiliates from any and all claims, demands, causes of actions, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with the JPA's operations, or any subcontractor's operations, to be performed pursuant to this MOU or the current Subrecipient Agreement between the JPA and its Coordinated Entry System Operator, for the fullest extent permitted by law, with the



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

exception of the sole active negligence or willful misconduct of the County and/or any of the Cities.

Per its Subrecipient Agreement with the JPA, the Coordinated Entry System Operator shall procure and maintain for the duration of its Subrecipient Agreement with the JPA 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 its Subrecipient Agreement and the results of that work by the Coordinated Entry System Operator, its agents, representatives, employees, or subcontractors. The County and Cities and their officers, officials, employees, agents and volunteers are to be covered by the Coordinated Entry System Operator as additional insureds against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under its Subrecipient Agreement and the results of that work by the Coordinated Entry System Operator, its agents, representatives, employees, or subcontractors. The JPA shall have the Coordinated Entry System Operator inform the Parties as to the identity of its insurance provider within 30 days of the execution of this agreement.

The provisions of this Section shall survive the expiration or termination of this MOU and are not limited by any provisions relating to insurance in the current Subrecipient Agreement between the JPA and its Coordinated Entry System Operator.

The JPA agrees to enforce all the insurance requirements set forth in the Terms and Conditions exhibit to the current Subrecipient Agreement between the JPA and its Coordinated Entry System Operator.

VII. Noncompliance with Scope of Work, Budget, and Performance Objectives

1. The JPA shall be afforded the opportunity to respond to any information that suggests a failure or deficiency by the JPA to comply with any provision of this MOU. Examples of noncompliance include:
 - a. If the JPA (with or without knowledge) makes any material misrepresentation of any nature with respect to any information or data furnished to the Parties in connection with this MOU.
 - b. If there is pending litigation with respect to the performance by the JPA of any of its duties or obligations under this MOU,



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

which may materially jeopardize or adversely affect the undertaking of or the carrying out of its program.

- c. If the JPA is in default under the provisions of this MOU.
 - d. If the JPA makes improper use of funds.
 - e. If the JPA fails to comply with any of the terms and conditions of this MOU in such a manner as to constitute a material breach thereof.
 - f. The JPA refuses to accept any additional conditions that may be imposed by the County and/or any City as a result of changes required by law or by the Federal government.
 - g. If the JPA fails to accomplish the scope of services listed in Exhibits A-C and pursuant to the terms of this MOU in a timely manner.
2. Should the JPA be unable to resolve concerns by a Party about a perceived failure to comply with Exhibits A-C under this MOU within a reasonable period of time, that Party shall have the right to withdraw from this MOU, receive reimbursement for services not yet rendered, and/or require corrective action to enforce compliance with such provision.

XV. Suspension or Termination

1. Suspension or termination for cause. This MOU may be suspended or terminated at any time before the date of completion by the JPA or pursuant to a unanimous agreement among the County and Cities if:
 - a. Any Party fails to comply with the conditions of this MOU as described above; or
 - b. The Housing First Solano CoC chooses an entity other than the JPA to operate Resource Connect Solano; or
 - c. The JPA is not able to secure the resources to perform one or more of the duties described in Exhibit A: Scope of Work; or
 - d. The JPA no longer has adequate resources to operate Resource Connect Solano; and



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

- e. The offending Party or Parties is/are afforded a reasonable opportunity to respond to any such concerns, and the offending Party or Parties fail(s) to resolve any such concerns.

2. Upon suspension or termination, the JPA shall:

- a. Not incur new obligations and shall cancel as many outstanding obligations as possible.
- b. Be paid only for services rendered to the County and each City to the date of such suspension or termination; provided, however, if the MOU is suspended or terminated for fault of the JPA, the County and each City shall be obligated to compensate the JPA only for that portion of the JPA's services which were of benefit to the County and each City.

XIV. Rights and remedies not waived

In no event shall payment by the County or any City or acceptance of payment by the JPA hereunder constitute or be construed to be a waiver by any Party of any breach of covenants or conditions of this MOU or any default which may then exist on the part of any Party, and the making of any such payment while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to any Party with respect to such breach or default.

VIII. Integrated document

No verbal agreements or conversations with any officer, agent or employee of the County and/or Cities prior to execution of this MOU shall affect or modify any of the terms or obligations contained in any documents comprising this MOU. Any such verbal agreement shall be considered as unofficial information and in no way binding upon the Parties.

XVI. Severability

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.



COMMUNITY ACTION PARTNERSHIP SOLANO
JOINT POWERS AUTHORITY

XVII. Term of MOU

The Term of this MOU is for three years from EFFECTIVE DATE.

###

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this MOU in duplicate on the day and year set below each of the parties.

For the JPA:

SIGNATURE

PRINTED NAME

TITLE

ADDRESS

CITY STATE ZIP

DATE

For the City of Benicia, a municipal corporation:

SIGNATURE

PRINTED NAME

TITLE

ADDRESS

CITY STATE ZIP

DATE

For Solano County, a municipal corporation:

SIGNATURE

PRINTED NAME

TITLE

ADDRESS

CITY STATE ZIP

DATE

For the City of Dixon, a municipal corporation:

SIGNATURE

PRINTED NAME

TITLE

ADDRESS

CITY STATE ZIP

DATE



COMMUNITY ACTION PARTNERSHIP SOLANO
JOINT POWERS AUTHORITY

For the City of Fairfield, a municipal
corporation:

SIGNATURE

PRINTED NAME

TITLE

ADDRESS

CITY STATE ZIP

DATE

For the City of Rio Vista, a municipal
corporation:

SIGNATURE

PRINTED NAME

TITLE

ADDRESS

CITY STATE ZIP

DATE

For the City of Suisun City, a municipal
corporation:

SIGNATURE

PRINTED NAME

TITLE

ADDRESS

CITY STATE ZIP

DATE

For the City of Vacaville, a municipal
corporation:

SIGNATURE

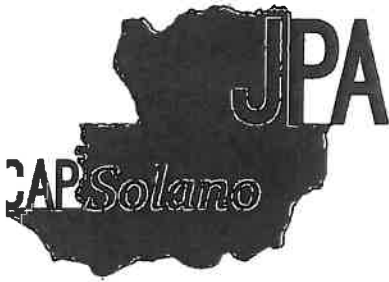
PRINTED NAME

TITLE

ADDRESS

CITY STATE ZIP

DATE



COMMUNITY ACTION PARTNERSHIP SOLANO
JOINT POWERS AUTHORITY

For the City of Vallejo, a municipal
corporation:

SIGNATURE

PRINTED NAME

TITLE

ADDRESS

CITY STATE ZIP

DATE



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

EXHIBIT A: SCOPE OF WORK

The JPA hereby enters into this Memorandum of Understanding with the County and Cities for the JPA to deploy the resources provided by the County and Cities to expand the Coordinated Entry System and to expand housing opportunities for individuals experiencing homelessness.

The JPA shall be responsible for the following activities:

- Identifying and selecting a third-party to serve as the Coordinated Entry Services Operator.
- Securing the necessary resources to support the existing 3.5 FTEs employed by the Coordinated Entry Services Operator, including three Coordinated Entry Specialists and a full-time Coordinated Entry Housing Ready Specialist / Case Manager.
- Providing technical assistance and oversight of the Coordinated Entry Services Operator.
- Providing annual reports to the County and the Cities on progress in achieving the milestones outlined in Exhibit C.
- Ensuring that resources provided the County and Cities will be used for the following activities:

I. Resource Connect Solano Coordinated Entry System Manager

The JPA will ensure that the Coordinated Entry Services Operator hires a full-time Coordinated Entry Manager who will be responsible for the implementation and on-going administration, development, and continuous improvement of Solano County's Coordinated Entry System in alignment with Housing First Solano's Coordinated Entry System Policies and Procedures. Duties include, but are not limited to:

1. Conducting Coordinated Entry System analysis, evaluation, monitoring, and review;
2. Maintaining Coordinated Entry System documentation, which includes system performance documents, reporting data, and federal forms;
3. Developing new access and outreach/in-reach points throughout the County to ensure full and equal access;



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

4. Increasing the number of providers using Housing First Solano's Homeless Management Information System (HMIS) and participating in Resource Connect Solano;
5. Creating tools and resources necessary to manage Resource Connect Solano Entry Points;
6. Ensuring consistent usage of and calibration of the assessment tool throughout the Coordinated Entry System;
7. Ensuring that the adopted prioritization criteria are used so that the most vulnerable individuals and families are prioritized for assistance and matched with the appropriate services for them ensuring the most efficient and cost-effective usage of resources;
8. Managing the priority lists in conjunction with the Coordinated Entry staff;
9. Ensuring timely linkage of persons to available housing and services;
10. Providing guidance, training, capacity building support, communication updates, and other project support as needed to Housing First Solano, the County, and the Cities;
11. Ensuring all participating provider agencies have information as necessary to operate and participate in Resource Connect Solano successfully;
12. Creating and presenting quarterly reports to the JPA and preparing annual assessments of the Coordinated Entry System;
13. Establishing a more robust marketing plan to bring awareness to residents across the county, including those precariously housed and those least likely to receive assistance in the absence of such marketing;
14. Creating and disseminating outreach materials about Resource Connect Solano;
15. Reviewing and analyzing HMIS data, including reports on system-wide performance (e.g., clients receiving diversion assistance, vacancy reporting, completion of assessments); and



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

16. Maintaining the integrity of consumer data and ensuring up-to-date security protocols for the system.

II. Coordinated Entry System Administrator

The JPA will ensure the Coordinated Entry Service Operator hires a full-time Coordinated Entry System Administrator to support the Resource Connect Solano staff as well as the various jurisdictional and non-profit outreach teams. Duties would include:

1. Answering and responding to all Coordinated Entry System referral calls;
2. Performing a pre-screen diversion assessment over the phone and full Vulnerability Index – Service Prioritization Decision Assistance Tool assessment, where appropriate;
3. Referring callers to the most pertinent services, including prevention services for callers at-risk of homelessness;
4. Connecting clients to a Coordinated Entry Specialist for further case management;
5. Assisting the Coordinated Entry Specialists with data entry in HMIS;
6. Scheduling appointments with clients for the Coordinated Entry Specialists;
7. Providing training and technical assistance to local outreach teams to support their data entry in HMIS.

III. Coordinated Entry System Housing Locator

The JPA will ensure the Coordinated Entry Services Operator hires a full-time Coordinated Entry Housing Locator to support the Resource Connect Solano staff as well as the various jurisdictional and non-profit outreach teams to identify housing opportunities for individuals experiencing homelessness. Duties would include:

1. Developing and managing a comprehensive outreach/ working relationship with community stakeholders, especially landlords;
2. Implementing a landlord recruitment and retention plan. Recruiting landlord, management firm, and leaseholder



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

participation and/or growth of participation in Continuum of Care and Resource Connect Solano housing programs, which may include Permanent Supportive Housing, Rapid Rehousing, Section 8, TBRA, HUD/VASH, and other subsidy programs;

3. Meeting with owners, landlords and property managers to discuss partnering with Resource Connect Solano, including rental assistance, placement programs, and support services;
4. Negotiating with landlords experiencing conflicts with formerly homeless tenants to find solutions to experienced problems, including outside mediation services for more serious conflicts to help avoid eviction;
5. Building long-lasting relationships with property managers, landlords, owners, and firms to expand the scope of their participation in programs that house those experiencing homelessness;
6. Performing initial site visits at all prospective sites to ensure they meet guidelines for habitability standards;
7. Maintaining a database of landlords, management firms, and leaseholders working with those experiencing homelessness;
8. Sending out daily notices to Resource Connect Solano staff of any new housing availability;
9. Tracking all placements with landlords in HMIS;
10. Maintaining awareness of changes in market and community processes that can impact services; bring forward prospective recommendations to deal with expected changes.

IV. Coordinated Entry System Housing Ready Specialist / Case Manager

The JPA will ensure that the Coordinated Entry Services Operator uses funding from the County and Cities to augment the salary of an existing part-time Coordinated Entry System Housing Ready Specialist / Case Manager to support the Resource Connect Solano staff as well as the various jurisdictional and non-profit outreach teams to identify housing opportunities for individuals experiencing homelessness. Duties would include:



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

1. Counseling individuals and families at the top of the Resource Connect Solano prioritization system as to potential housing options;
2. Coordinating supportive services for individuals and families at the top of the Resource Connect Solano prioritization system;
3. Using the Coordinated Entry System to provide comprehensive assessments of participant need for housing and services;
4. Monitoring and evaluating Resource Connect Solano participant progress;
5. Providing Resource Connect Solano participant information and referrals to providers participating in the Coordinated Entry System;
6. Developing individualized housing and service plans for individuals and families at the top of the Resource Connect Solano prioritization system;
7. Providing tenant counseling to individuals and families placed within the past 30 days into housing through Resource Connect Solano;
8. Assisting individuals and families at the top of the Resource Connect Solano prioritization system or placed within the past 30 days into housing through Resource Connect Solano to understand the leasing process;
9. Assisting individuals and families at the top of the Resource Connect Solano prioritization system or placed within the past 30 days into housing through Resource Connect Solano with securing utilities;
10. Assisting individuals and families at the top of the Resource Connect Solano prioritization system or placed within the past 30 days into housing through Resource Connect Solano with making moving arrangements.



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

V. Coordinated Entry Systems Operations

The JPA will ensure that resources made available through this MOU for operations are allocated to items such as the costs of office space, maintenance, office equipment, Internet access, a system website, marketing, office supplies, transportation costs incurred by the Resource Connect Solano staff, public transportation costs for consumers, essential training, and conference attendance.

VI. Landlord Support Fund

The JPA will ensure that resources made available through this MOU to establish a Landlord Support Fund will be used to launch and fund a program under which five Solano County-based landlords will be identified to accept one high needs tenant through the Resource Connect Solano referral process. Each participating landlord will be eligible to be reimbursed by the JPA for up to \$2,000 each landlord per year to cover damages caused by the high needs tenant enrolled through the Resource Connect Solano referral process.

VII. Landlord Financial Incentive Pilot

The JPA will ensure that resources made available through this MOU to establish a Landlord Financial Incentive Pilot will be used to launch and fund a program under which five Solano County-based landlords will be eligible to receive one nonrefundable "bonus" payment of \$500 for the first lease that they execute with an individual or family that is exiting homelessness by entering into that lease. Participating landlords would receive a \$250 nonrefundable "bonus" payment for each additional lease that they execute with an individual or family that is exiting homelessness. This pilot program assumes a limit of five total "bonus" payments per landlord.



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

EXHIBIT B: BUDGET

I. Funding

In addition to coordinated entry staff supported by HUD CoC and /or ESG funding, pursuant to this MOU, the Cities and County will provide funding as follows:

1. \$96,000 to pay the salary of a full-time Coordinated Entry Manager, inclusive of employee benefits;
2. \$48,000 to pay the salary of a full-time Coordinated Entry Administrator, inclusive of employee benefits;
3. \$60,000 to pay the salary of a full-time Housing Locator, inclusive of employee benefits;
4. \$30,000 to augment the salary of a part-time Housing Specialist / Case manager;
5. \$50,000 for Coordinated Entry System operational costs;
6. \$20,000 for a Landlord Financial Incentive Pilot;
7. \$7,500 for a Landlord Support Fund Pilot.

Funding for years 2 and 3 will increase at a fixed rate of two (2) percent per year.



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

II. Method of Payment

The County and Cities shall transmit annual payments, to the JPA. The amount of payment was determined by the population of the Cities with a County payment of \$70,000 in year one, and is as follows:

	Year 1	Year 2	Year 3	Total
Solano County	\$70,000	\$71,400	\$72,828	\$214,228
Benicia	16,070	16,391	16,719	49,181
Dixon	11,198	11,422	11,650	34,269
Fairfield	66,240	67,564	68,916	202,720
Rio Vista	5,233	5,338	5,445	16,016
Suisun City	16,998	17,338	17,685	52,022
Vacaville	57,129	58,272	59,437	174,838
Vallejo	68,632	70,005	71,405	210,041
Total	\$311,500	\$317,730	\$324,085	\$953,315

The JPA shall invoice the County and Cities within 30 days of the effective date of this MOU and then each year thereafter within 30 days of the same calendar date. The Cities and County shall make payment of the invoice with 30 days of the date of the invoice.



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

EXHIBIT C: PERFORMANCE OBJECTIVES

**12
months**

- Recruit, hire, onboard, and train Housing Locator
- Develop plan for Landlord Support Fund and Financial Incentive Pilot
- Identify potential private market housing
- Establish and maintain relationships with private market landlords
- Generate new housing opportunities from existing housing stock
- Establish Landlord Support Fund and recruit five landlords to participate
- Establish Financial Incentive Pilot Program and recruit five landlords to participate
- Recruit, hire, onboard, and train Coordinated Entry Manager and Administrator
- Develop new operational plan with additional operations funding
- Outreach and advertise to providers not currently using HMIS or participating in the Coordinated Entry System
- Increase the number of providers using HMIS, VI-SPDAT assessment and participating in Coordinated Entry System
- Expand existing access points in the County to increase geographic coverage
- Increase responsiveness to residents calling Coordinated Entry System and increase referrals to diversion and prevention services

**24
months**

- Establish and maintain relationships with private market landlords
- Publicize “success stories” to community members and potential partner landlords
- Generate new housing opportunities from existing housing stock
- Maintain and lead Landlord Support Fund and the Financial Incentive Pilot
- Expand the Financial Incentive Pilot Program and recruit five new landlords to participate
- Conduct the quarterly performance evaluation to ensure that the most vulnerable population is being served and that the identified targets for increasing Coordinated Entry System utilization are being reached
- Establish that all homeless housing providers are using HMIS, conducting VI-SPDAT assessments, and participating in the Coordinated Entry System
- Help to coordinate the efforts of outreach teams and increase the number of residents being reached and connected to the Coordinated Entry System
- Continue to expand existing access points in the County to increase geographic coverage



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

**36
months**

- Establish and maintain relationships with private market landlords
- Publicize “success stories” to community members and potential partner landlords
- Generate new housing opportunities from existing housing stock
- Maintain and lead Landlord Support Fund and Financial Incentive Pilot
- Conduct the quarterly performance evaluation to ensure that the most vulnerable population is being served and that the identified targets for increasing Coordinated Entry System utilization are being reached
- Establish that all homeless-related service providers are aware of and referring clients to the Coordinated Entry System. Maintain all homeless service provider engagement with the Coordinated Entry System
- Ensure that all homeless housing providers continue using HMIS, conducting VI-SPDAT assessments, and participating in the Coordinated Entry System
- Help to coordinate the efforts of outreach teams and increase the number of residents being reached by the CE System
- Continue to expand existing access points in the County to increase geographic coverage



Solano County

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

Agenda Submittal

Agenda #:	10	Status:	Consent Calendar
Type:	Grant Funding	Department:	Sheriff's Office
File #:	18-660	Contact:	Angelica Russell, 784-7064
Agenda date:	10/02/2018	Final Action:	

Title: Authorize the County Administrator to execute, pending county counsel concurrence, an agreement and any amendments with Health Management Associates on behalf of the California Department of Health Care Services to receive \$25,000 under the Expanding Medication Assisted Treatment in County Criminal Justice Settings: A Learning Collaborative Grant for the period August 1, 2018 through March 31, 2019; and Approve an Appropriation Transfer Request to recognize \$25,000 in unanticipated grant revenue and related appropriations to participate in learning collaboratives and receive training and guidance (4/5 vote required)

Governing body: Board of Supervisors

District: All

Attachments:

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

Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

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

- 1) Authorize the County Administrator to execute, pending county counsel concurrence, an agreement and any amendments with Health Management Associates on behalf of the California Department of Health Care Services to receive \$25,000 under the Expanding Medication Assisted Treatment in County Criminal Justice Settings: A Learning Collaborative Grant for the period August 1, 2018 through March 31, 2019; and
- 2) Approve an Appropriation Transfer Request to recognize \$25,000 in unanticipated grant revenue and related appropriations to participate in learning collaboratives and receive training and guidance (4/5 vote required).

SUMMARY:

On July 23, 2018, the Department of Health Care Services (DHCS) awarded the County of Solano Sheriff's Office a Learning Collaborative grant in the amount of \$25,000 to expand Medication Assisted Treatment (MAT). The grant would support a County Team assembled to address challenges and to develop an implementation plan for Board consideration that is based on best practices and that builds on the experience of other California counties. Twenty-three California counties have been awarded this grant.

In Solano County, the profile of the adult jail population shows that 85% of inmates are impacted by substance use. The last decade brought the explosion of methamphetamine use, and while trends indicate that the opioid crisis has not yet hit California as hard as other states, it is on its way. Eventually we may see a much higher number of opiate addicts in Solano and in the jails and this is an opportunity to be proactive. Funding from the MAT grant would educate Solano County on how to effectively treat inmates/clients in order to improve health and wellness and decrease the possibility of overdose and death.

FINANCIAL IMPACT:

Funding under the MAT award is not contingent upon matching funds from the County. The award provides \$25,000 for the County Team to attend in-person Learning Collaboratives, participate in monthly coaching calls, webinars, and podcasts, and access resources established specifically for this project including a Resource Library, an Advisory Group, technical assistance, and training to develop and implement data collection.

The Sheriff's Office requests approval of an ATR for \$25,000 for FY2018/19.

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

DISCUSSION:

The United States faces an epidemic of opioid addiction and overdose deaths. Drug overdose is now the leading cause of accidental deaths in America. According to the Substance Abuse and Mental Health Services Administration (SAMHSA), an estimated 1.8 million people in 2013 had an opioid use disorder related to prescription pain relievers, and about 517,000 had an opioid use disorder related to heroin use. In April 2017, SAMHSA awarded the State Targeted Response to the Opioid Crisis Grant to DHCS. The purpose of the grant is to address the opioid crisis by improving access to treatment, reducing unmet treatment need, and reducing opioid overdose related deaths through the provision of prevention, treatment, and recovery activities for opioid use disorder. California's sub-grant program is the California MAT Expansion Project.

MAT is the use of FDA-approved prescription medications, usually in combination with counseling and behavioral therapies, to provide a whole-person approach to the treatment of substance use disorders. MAT has been clinically effective to alleviate symptoms of withdrawal, reduce cravings, and block the brain's ability to experience the opiate's effect. MAT maintenance has been proven to cut overdose rates in half and decrease rates of HIV and hepatitis C transition. Detoxification (use of medications for 1-3 months), in contrast, increases mortality rates and does not improve long-term outcomes. Research shows that a combination of MAT and behavioral therapies is a successful method to treat substance use disorders. MAT in correctional settings has been proven to lower mortality on release; the Rhode Island Department of Corrections dropped overdose deaths by 61% within a year of implementing their MAT program (which offers all MAT options - buprenorphine/Suboxone, methadone, and naltrexone/Vivitrol) to inmates. In addition, inmates receiving methadone continuation during incarceration are three times less likely to act out than those in forced methadone withdrawal and are also four times more likely to engage in community treatment after release.

Solano County has not considered use of MAT in our jails. Staff would like to be a part of this learning collaborative in order to develop a better understanding of MAT, understand how it has been implemented in other jails and jurisdictions, understand the best practices in criminal justice settings, and have guidance in developing a plan to implement MAT in the jails to present to the Board for consideration at a future date. An understanding of how to develop a continuum of care from jail to the community and vice versa is also a critical component of this process.

The ultimate goal of this grant is to increase the knowledge of the Solano County Collaborative about MAT and evidence-based practices for MAT in criminal justice settings; and developing a plan to provide continuity of MAT between Drug Court and Jail for Board consideration.

ALTERNATIVES:

The Board of Supervisors could choose not to accept the grant; however, this alternative is not recommended as the opioid crisis is not limited to our communities, it impacts inmates in the County's custodial care and funds are needed to train staff and provide the necessary resources to develop a feasible plan for Board consideration.

OTHER AGENCY INVOLVEMENT:

The County Team includes representatives from the County Administrator's Office, the Department of Health and Social Services, the Probation Department, the Superior Court of California, County of Solano and the Solano Coalition for Better Health.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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

Agenda Submittal

Agenda #:	11	Status:	Consent Calendar
Type:	Contract	Department:	Sheriff's Office
File #:	18-685	Contact:	Angelica Russell, 784-7064
Agenda date:	10/02/2018	Final Action:	
Title:	Approve a 3 year agreement with Sun Ridge Systems, Inc. for replacement software for the Computer Aided Dispatch and Records Management System applications to include related applications and required interfaces, installation, training, and three-year support for a cost of \$596,808; Delegate authority to the Chief Information Officer to execute the agreement and any amendments that remain within budgeted appropriations not to exceed \$75,000; and Authorize the Sheriff or his designee, with concurrence of the Chief Information Officer, to execute amendments which are technical in nature		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Agreement		

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 Sheriff's Office, in conjunction with the Department of Information Technology (DoIT), recommends that the Board of Supervisors approve a three-year agreement with Sun Ridge Systems, Inc. for replacement software for the Computer Aided Dispatch and Records Management System applications to include related applications and required interfaces, installation, training, and three-year support for a cost of \$596,808; Delegate authority to the Chief Information Officer to execute the agreement and any amendments that remain within budgeted appropriations not to exceed \$75,000; and Authorize the Sheriff or his designee, with concurrence of the Chief Information Officer, to execute amendments which are technical in nature.

SUMMARY:

The County's existing Computer Aided Dispatch (CAD) and Records Management System (RMS) software applications were initially secured 18 years ago and are in need of updating to increase operational efficiency. The existing software applications are no longer supported by the vendor for upgrades. DoIT and the Sheriff's Office formed a Public Safety Suite Replacement Workgroup with staff from each of the two departments including Dispatch, Records, Evidence, and Field Operations to complete a needs assessment and develop a replacement plan. The group researched available products and has determined that the RIMS software application best meets the needs of the County and allows for greater regional sharing of data, resulting in increased efficiencies, as the Cities of Fairfield, Rio Vista, and Vallejo already use RIMS, and the Cities of Benicia, Suisun City, and Vacaville are in the process of moving to RIMS.

FINANCIAL IMPACT:

The cost for the RIMS project is \$578,785 plus \$18,023 in interest charges for a total cost of \$596,808. The RIMS project includes \$350,566 for software application, enhancements, interfaces, installation, and data conversion; \$101,892 for training; \$1,842 to purchase a bar code scanner; and \$124,485 for support costs. The Sheriff's Office will make three installment payments, with the first payment of \$198,226 due upon signing and the second and third payments due in FY2019/20 and FY2020/21 on the anniversary date of the final acceptance notice. This was an anticipated part of the dispatch upgrade and was included in the Sheriff's Office's FY2018/19 Approved Budget. In FY2021/22, the County will own the RIMS licenses and will only be required to pay annual support costs of approximately \$40,000 for each subsequent year.

The cost associated with preparing the agenda item is nominal and absorbed by the department's FY2018/19 Adopted Budget.

DISCUSSION:

Solano County Dispatch is tasked with receiving emergency and distress calls, and ensuring quick, efficient, and effective relay of related information to the appropriate emergency response agency. A CAD system is critical to this process, as it assists the Dispatcher in locating the caller, monitoring the location of responding units, etc. The RMS side of the process records all this information for future reference for law enforcement purposes and as required by law.

The Sheriff's Office has used the VisionAIR Public Safety Suite of software applications, comprised of Computer Aided Dispatch (CAD), Records Management System (RMS), and Vehicle Mobile System (Mobile), to provide these dispatch services since 2000. In 2011, VisionAIR was acquired by TriTech Software Systems. TriTech continues to support VisionAIR CAD and Mobile at this time but has its own product line and has announced that the VisionAIR products will not receive any future upgrades to expand or improve functionality.

The Sheriff Workgroup, Vacaville PD, and Suisun City PD collaborated to host Public Safety Suite demonstrations from the following vendors: TriTech, Zuercher, Sun Ridge (RIMS), Motorola, Hexagon, and Rapid Deploy. After these demos, the Workgroup discussed the pros and cons of each system and determined that RIMS was the best fit for the County, and ultimately selected RIMS as its recommended software. The significant factors are detailed below. The Cities of Fairfield, Rio Vista, and Vallejo already use RIMS, and the Cities of Benicia, Suisun City, and Vacaville are in the process of moving to RIMS.

- RIMS is a fully integrated system (one database) so there is native sharing of address and people data between CAD and RMS.
- RIMS comes with a "Collaborate" module which allows any of the RIMS applications to interconnect and share data natively without additional professional services development costs.
- Setting up data sharing with any other Solano RIMS running "Collaborate" would be easy across the existing Public Safety Wide Area Network (WAN).
- The existing significant investment of the two largest Solano cities (Vallejo, and Fairfield) in RIMS, and their satisfaction with the product, means a significant step towards interoperability has already been taken.
- After the initial three-year investment for the lease-purchase of the RIMS Public Safety Suite, the annual maintenance in future years would be approximately \$140,000 less per year in comparison to the current TriTech Suite system we have today.

The Sheriff's Office prepared a sole source justification to lease-purchase the RIMS Public Safety Suite. The County Administrator's Office and Central Services-Purchasing have approved sole sourcing the lease-purchase to Sun Ridge Systems, Inc. to further strengthen regional interoperability.

ALTERNATIVES:

The Board of Supervisors could choose not to approve the agreement; however, this alternative is not recommended as non-approval would impede the County's interoperability efforts.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved the agreement as to form. The County Risk Manager approved the insurance provision and related liability limits.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



SOFTWARE AND SERVICES AGREEMENT

This Software and Services Agreement ("Agreement") is executed in duplicate as of October 2, 2018, between Sun Ridge Systems, Inc., a California corporation ("Sun Ridge"), and the County of Solano, a political subdivision of the State of California, on behalf of its Sheriff's Office ("the Agency") located at 530 Union Avenue, Fairfield, CA.

Section 1. Agreement. That for and in consideration of payments and agreements hereinafter mentioned to be made and performed by the Agency, and under the conditions set forth in this Agreement, Sun Ridge agrees to provide computer software ("Software") and services ("Services") to the Agency as described in Exhibit A, Scope of Work, attached hereto and incorporated herein. The Software support and maintenance services to be provided by Sun Ridge as part of the Services are more specifically described in Exhibit C attached hereto and incorporated herein ("Software Support Services Agreement").

Section 2. Project Manager. Robyn Rains, Emergency Services Assistant Manager will serve as the Agency Project Manager. Carol Jackson will serve as Sun Ridge Project Manager and shall be the point of contact for the coordination of all project activities.

Section 3. Scope of Work. The project that is the subject of this Agreement shall consist of the delivery by Sun Ridge to the Agency of the Software and Services (the "Project") described in Exhibit A. Work will not begin, nor claims paid for services under this Agreement until all Sun Ridge Certificates of Insurance, IRS ID number and signed W-9 form are on file with the Agency.

Section 4. Payment Schedule. In consideration for the Software and Services to be provided by Sun Ridge under this Agreement, the Agency agrees to pay Sun Ridge the Total Contract Amount ("Contract Amount") given in Exhibit B according to the following schedule ("Lease-Purchase Schedule"):

<u>Year</u>	<u>Lease-Purchase Payment</u>	<u>Support Payment</u>	<u>Total Payment</u>
1	\$ 157,441	\$ 40,785	\$ 198,226
2	\$ 157,441	\$ 41,490	\$ 198,931
3	\$ 157,441	\$ 42,210	<u>\$ 199,651</u>
			\$ 596,808

Interest Rate is 4%/year fixed

- The first payment for Software shall become billable by Sun Ridge upon signing of this Agreement by both parties.
- The 2 remaining payments for the remaining two (2) years will be due on each anniversary date of the Final Acceptance Notice. For example, if the date of the Final

Acceptance Notice should be x/1/19, then the 2nd payment due date would be x/1/20, 3rd payment due date x/1/21.

- After the second year the lease can be canceled and the products returned by Agency at anytime with 60 days notice.
- After all Lease Purchase Payments are made the Agency shall own the Licenses to the Software listed in Exhibit A.

The Agency shall not be entitled to withhold or delay payments due to Sun Ridge pursuant to the above Payment Schedule due to delay in the delivery, installation, or testing of Software items described in Exhibit A where the delay is the result of action or inaction or breach of this Agreement by the Agency, its agents or employees or the action or inaction of a third party which is not within Sun Ridge's reasonable control.

Section 5. Invoices. Upon submission of an invoice by Sun Ridge, and upon approval of the Agency Project Manager, Agency shall pay Sun Ridge in accordance with the payment schedule in Section 4. Invoices shall be sent to:

Solano County Sheriff's Office
Attn: Accounts Payable
530 Union Avenue, Suite 100
Fairfield, CA 94533

Upon receipt of the invoice, the Agency shall verify that the invoice has been properly prepared and that the conditions of payment have been fulfilled. If the payment conditions have been fulfilled, the invoice shall be processed and paid by the Agency within thirty (30) days after the Agency's receipt of it.

Section 6. Term of Agreement. Unless terminated earlier in accordance with the provisions of this Agreement or applicable law, the term of this Agreement ("Term") shall be from the date shown on the first page of this Agreement through completion of the Project. Completion of the Project means the installation by Sun Ridge of all of the Software, the completion by Sun Ridge of all training and other Services and the payment by the Agency to Sun Ridge of the entire Contract Amount. The Project schedule is to be separately generated and agreed to between the parties. Notwithstanding the foregoing, the License described in Section 9 below will remain in effect until it is terminated pursuant to Section 9.

Section 7. Warranty/Disclaimer of Liability.

a. Sun Ridge warrants that upon delivery the Software substantially conforms to its Documentation and is free from defects that will materially impair its use. The Agency's sole and exclusive remedy for breach of this warranty will be repair or replacement of the Software. Sun Ridge will make reasonable efforts to correct errors in the Software, but does not warrant that the Software is error-free or will perform without interruption. The Agency has relied solely upon its own investigation and judgment in selecting the Software and not upon any representations or promises of Sun Ridge except as may be expressly stated in this Agreement.

b. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES PERTAINING TO THE SOFTWARE, EXPRESS OR IMPLIED, AND SUN RIDGE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

c. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR LOST BUSINESS, DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF THE QUALITY, CONDITION OR USE OF THE SOFTWARE OR ANY OTHER PART OF THE PRODUCT. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR ANY AMOUNT WHICH EXCEEDS THE AMOUNT PAID BY THE AGENCY FOR THE PRODUCT.

Section 8. Final Acceptance. For thirty (30) days from the beginning of Agency's Operational Use of the Software or forty (40) days after the completion of installation and training by Sun Ridge, whichever comes first (the "Test Period"), Agency shall test the system for defects and anomalies. "Operational Use" is defined as the Agency's use of the Sun Ridge Software in the course of the Agency's daily business activities. During the Test Period, Sun Ridge shall address and attempt to resolve issues with the Software identified by Agency under the Software Support Services Agreement (Exhibit C). At the end of the Test Period, Agency shall accept or reject the Software as follows:

a. If Agency determines that the Software is performing to its satisfaction it shall immediately provide written notice to Sun Ridge of final acceptance of the Software ("Final Acceptance Notice"), and upon receipt of a valid invoice from Sun Ridge, shall process and pay the final milestone of the Contract Amount including any additional outstanding milestone Payment Amounts. Any remaining issues with the Software shall be covered as part of the original cost of the system and handled as maintenance items under the Software Support Services Agreement (Exhibit C).

b. If Agency decides to not accept the Software, then it must so notify Sun Ridge in writing within five (5) calendar days after the end of the Test Period (a "Rejection Notice"). If a Rejection Notice is given, this Agreement shall be automatically terminated and all payments already made by Agency to Sun Ridge, less the cost of project management, installation, data conversion, and training services provided up to the date of termination shall be returned to Agency by Sun Ridge within thirty (30) days after receipt of the notice. The terms of Section 11 and all other provisions of this Agreement that expressly survive such termination shall apply.

c. If Agency fails to provide a Final Acceptance Notice or a Rejection Notice within five (5) calendar days after the end of the Test Period, then Agency's final acceptance of the Software shall be considered to have occurred and Agency and Sun Ridge shall proceed as described in section 8.a.

Section 9. Software License. Subject to the terms, conditions, limitations and restrictions set forth in this Agreement, Sun Ridge grants to the Agency a nonexclusive and non-transferable license, effective upon the Agency's Final Acceptance of the Software pursuant to Section 8 above, to use the Software in connection with the Agency's normal and customary daily operations substantially as they exist as of the date of commencement of the Term as described below (the "License"). The Agency shall acquire no ownership or other rights in or to the Software except for the License granted hereunder, and title to the Software shall at all times remain with Sun Ridge.

a. The following additional terms, conditions and limitations apply to the License:

i. The Agency may use the Software on all computers in the Agency's agency and in any other agencies explicitly agreed to in writing by Sun Ridge;

ii. The Agency may make a copy of the Software for backup or modification purposes only in support of the Agency's authorized use of the Software hereunder as Sun Ridge has expressly authorized; and

iii. No one using the Software, and no one for whose benefit the Software is being used, shall sublicense, resell, distribute, market, provide or otherwise make available the Software or any part or copies of it to any third party.

iv. The Agency shall not transfer, use, or export the Software in violation of any applicable laws, rules, or regulations of any government or governmental agency.

v. The Agency shall not use the Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, trojan horse, or other harmful, disruptive, or unauthorized component.

vi. The Agency shall not embed the Software in any third-party applications, unless expressly permitted under this Agreement or otherwise authorized in writing in advance by an authorized officer of Sun Ridge.

vii. The License granted under this Agreement shall apply only to the object code for the Software. No one using the Software, and no one for whose benefit the Software is being used, shall have the right to use or have access to the source code for the Software, and neither the Agency nor anyone using the Software pursuant to this License will modify, change, merge, adapt, translate, reverse engineer, decompile, disassemble or prepare derivative works based upon the Software.

viii. The Agency acknowledges that the Software and the Documentation constitute trade secrets of Sun Ridge. The Agency agrees to maintain the confidentiality of the Software and the Documentation, and shall take commercially reasonable steps to preserve that confidentiality pursuant to Section 12 of this Agreement.

b. The term of the License shall commence upon Final Acceptance of the Software by the Agency, and shall continue until the License is terminated as provided below.

i. Sun Ridge may immediately terminate the License in the event of any failure by the Agency to comply with the terms or conditions of this Agreement by giving written notice of such termination to the Agency. In the event the Agency has leased the Software from Sun Ridge, the License will terminate automatically upon termination of the lease. Upon such termination, the Agency shall immediately cease further use of the Software and will cause all copies of the Software to be destroyed or returned to Sun Ridge.

ii. The Agency may terminate the License at any time by giving written notice thereof to Sun Ridge and by destroying or returning to Sun Ridge all copies of the Software. The Agency acknowledges and agrees that any election by the Agency to terminate the License hereunder will not entitle the Agency to any refund of amounts paid or compensation of any kind from Sun Ridge.

iii. Upon any termination or expiration of the License, an authorized representative of the Agency shall certify in writing to Sun Ridge that all copies of the

Software and the Documentation which were the subject of the License have either been destroyed or returned to Sun Ridge as required above.

iv. The provisions of Sections 7 and 11 through 13, inclusive, shall survive the expiration or termination of this Agreement.

c. Sun Ridge may, at its option, release updates to or new versions of the Software. If the Agency elects to obtain any update or new version of the Software, the use of such update or new version will be subject to the terms and conditions of this Agreement.

d. Except as expressly provided in this Agreement, Sun Ridge retains all intellectual property rights and other rights to the Software, Documentation (as defined below), and the source code for the Software.

Section 10. Indemnity and Insurance.

a. Sun Ridge agrees to indemnify, defend, and hold harmless the Agency and its officers, directors, employees, and agents (the "Agency Indemnified Parties") from any and all claims, demands, liabilities, and costs, including attorney's fees ("Claims"), arising out of or relating to (i) any actual infringement of a third-party's intellectual property rights or (ii) the negligence or willful misconduct of any employee or agent of Sun Ridge occurring during or as a result of Sun Ridge's performance of its obligations hereunder, provided that Sun Ridge shall have no indemnity or other obligations to the Agency hereunder to the extent any such Claims arise from or are the result of the negligence or other fault of the Agency or its employees, agents or other contractors nor shall the foregoing indemnity and hold harmless obligations of Sun Ridge extend to or cover any Claims arising from or relating to claims of defects or errors in the Software or the Agency's use or misuse of the Software. This indemnity obligation shall survive the expiration, cancellation or termination of this Agreement. Notwithstanding the foregoing, the Agency expressly waives, releases, and agrees that neither Sun Ridge nor Sun Ridge's officers, directors, shareholders, employees, agents and affiliates shall have any liability for any individual's or entity's lost business, direct damages, incidental or consequential damages, or any other Claims arising out of or related to the use or implementation of the Software.

b. During the term of this Agreement, Sun Ridge shall comply with the following insurance requirements:

i. Workers' Compensation. Sun Ridge shall fully comply with the terms of the law of California concerning workers' compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Sun Ridge may have for workers' compensation. Said policy shall also include employer's liability coverage of \$1,000,000 per accident for bodily injury or disease.

ii. General Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement commercial general liability insurance in the amount of \$1,000,000 per occurrence for bodily injury, and property damage personal injury; coverage includes products and completed operations. Said insurance shall provide (1) that the Agency, its officers, and employees shall be included as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and non-contributory.

iii. Automobile Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement business

automobile liability insurance in the amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Said insurance shall provide (2) that the policy shall operate as primary insurance, and non-contributory.

iv. Certificates of Insurance. Sun Ridge shall file with Agency upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the Agency prior to the effective date of such cancellation, or change in coverage.

Section 11. Termination Rights. Either party may terminate this Agreement upon material breach of any of the terms of this Agreement by the other Party, after first giving the other party written notice of such breach and thirty (30) days to cure. If the breaching party does not cure the breach within the allotted time, the Agreement will be terminated. Upon Termination, each party will return, delete, or destroy any copies, whether tangible or electronic, of Confidential Information obtained from the other party pursuant to this Agreement, including but not limited to any Documentation and any Confidential Information stored on any equipment that may be returned, and certify to the other party in writing within five (5) business days of the termination date that it has done so.

Section 12. Confidential Information. "Confidential Information" means any and all confidential information of a party to this Agreement that is not generally known to or by members of the public, including but not limited to businesses that compete with such a party, including but not limited to the Software and the Documentation pertaining to it. Confidential Information shall not include information that is now or becomes part of the public domain, is required by applicable law to be disclosed, was already known by the receiving party at the time of disclosure, is independently developed by the receiving party without any use of Confidential Information, or is lawfully obtained from a third party. "Documentation" means those visually readable materials developed by or for Sun Ridge for use in connection with the Software, in either written or electronic form.

Each party agrees to protect the other party's Confidential Information. Confidential Information will not be used or disclosed except as authorized by the providing party. Confidential Information will be disclosed to employees of the receiving party only on a "need to know" basis and only after such employees are informed of the confidential nature of the information and obligated to maintain confidentiality.

If a party or any party acting on its behalf is required to disclose by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by law, rule or regulation, or by applicable regulatory or professional standards to produce Confidential Information, that party shall promptly (and prior to such disclosure) notify the other party in writing of such demand or requirement whereupon the parties shall cooperate and take all reasonable acts (without significant cost or expense to the notifying party) to exhaust the legal avenues available to maintain the confidentiality of such Confidential Information, unless the party whose Confidential Information is at issue consents to the production and disclosure of such Confidential Information. In all events, only that portion of the Confidential Information specifically requested by the tribunal or person compelling such disclosure shall be provided and no interpretation or analysis of such data prepared for the purpose of such disclosure shall be disclosed unless approved the party whose Confidential Information is at issue or required by law.

Section 13. General Terms.

a. Governing Law. This Agreement will be construed by and

enforced in accordance with the laws of the state of California.

b. Arbitration. If a dispute arises from or related to this Agreement or the breach of this Agreement and if such dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation to be held in Sacramento, California, under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. Thereafter, any unresolved controversy or claim arising from or relating to this Agreement, or breach of this Agreement, shall be settled in arbitration to be held in Sacramento, California. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association, and the parties shall be allowed discovery in accordance with the California Code of Civil Procedure. If Sun Ridge and the Agency cannot jointly select a single arbitrator to determine the matter, one arbitrator shall be chosen by each of Sun Ridge and the Agency (or, if a party fails to make a choice, by the American Arbitration Association on behalf of such party) and the two arbitrators so chosen will select one additional arbitrator. The decision of the single arbitrator jointly selected by Sun Ridge and the Agency, or, if three arbitrators are selected, the decision of any two of them will be final and binding on the parties and the judgment of a court of competent jurisdiction may be entered on such decision. The prevailing party shall be entitled to recover reasonable fees and expenses resulting from any arbitration proceeding.

c. Compliance with Laws. Sun Ridge shall comply with all applicable foreign, federal, state and local laws, rules, ordinances and regulations, including but not limited to those below, and shall maintain any and all permits, certificates and licenses required by law.

i. Neither party shall discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS), physical or mental disability, or use of family care leave.

ii. Both parties shall abide by the State of California statutory requirements regarding a drug free workplace.

d. Best Efforts. Sun Ridge represents that Sun Ridge will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. Sun Ridge further represents that Sun Ridge will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to Agency's reasonable satisfaction. Agency's acceptance of Sun Ridge's work shall not constitute a waiver or release of Sun Ridge from professional responsibility.

e. Records. All data entered into the Software and all Agency generated records and documents are owned by the Agency. In the event of an audit and/or legal inquiry, the Agency is responsible to provide the appropriate records to state and/or federal officials for purpose of inspection

f. Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such finding shall not affect the validity, legality, or enforceability of the remaining provisions.

g. Survival. All provisions of this Agreement relating to warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, and payment obligations survive the termination or expiration of this Agreement.

h. Assignment. Parties may not transfer, assign, or sublicense this Agreement, any license hereunder, or any of its rights or duties hereunder to any other person,

site or corporation without the prior written consent of the other party. Any attempted transfer, assignment, or sublicense made without prior written consent shall be completely void.

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

j. Notice. Any notice requested or permitted to be given hereunder shall be sent prepaid, certified mail, return receipt requested, and shall be deemed to have been given on the third (3rd) business day after mailing to the other party as follows: to the Agency at the address indicated in the initial paragraph of this Agreement or to Facsimile No. (707) 421-6383; to Sun Ridge Systems at P.O. Box 5071, El Dorado Hills, CA 95762, Facsimile No. (530) 672-2385. Notices may be given by facsimile transmission to such number as may be specified by the party for such purpose and shall be deemed to have been given when transmitted to such number with confirmation of a successful transmission.

k. Independent Contractors. The parties to this Agreement shall constitute independent contractors. Nothing in this Agreement shall be construed as establishing any employment, partnership, joint venture or similar arrangement between the parties, and no party has any authority to commit any other party to any obligation to any other person or entity, unless expressly agreed to in writing signed by such party. As an independent contractor, Sun Ridge is not subject to the direction and control of the Agency except as to the final result contracted for under this Agreement.

l. Economic Interest. Sun Ridge represents that Sun Ridge, its officers, employees and/or their immediate families, and/or its agents have no economic interest which conflicts with the software application purchase or rendering of services under this Agreement.

m. Force Majeure. Sun Ridge shall not be responsible for interruption of, interference with, diminution of, or suspension of any of its products or services, including performance failure, which are caused by strike, lockout, riot, epidemics, war, government regulation, fire, flood, natural disaster, acts of God, utility failures, losses or injuries arising directly or indirectly from criminal acts, negligent acts of others, malfunctions or inadequacies of equipment or service not directly within the control of Sun Ridge.

n. Disbarment or Suspension. Sun Ridge represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; and (ii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Sun Ridge being excluded from participation in federally funded programs. This representation and warranty shall be an ongoing representation and warranty during the term of this Agreement and Sun Ridge must immediately notify the Agency of any change in the status of the representation and warranty set forth in this provision.

o. Signature Authority and Execution in Counterparts. 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. 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.

p. Authorization/Entire Agreement/Modification. This Agreement will be effective upon signing by the Agency and Sun Ridge. This Agreement is the complete and final Agreement of the parties relating to the subject of this Agreement and it replaces and supersedes any prior or contemporaneous oral or written understandings or agreements. No alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

This Agreement has been executed by the parties hereto, from the date shown on the first page.

SUN RIDGE SYSTEMS, INC.

County of Solano

By: Anthony B. Richards
Anthony B. Richards
Its: President

By: _____
Birgitta E. Corsello
Its: County Administrator

Approved as to Content:
Angela Russell
for Thomas A. Ferrara, Sheriff or designee

Approved as to Form:
Dennis Bunting
Dennis Bunting, County Counsel or designee

Approved as to Technology Requirements:
Ira J. Rosenthal
Ira J. Rosenthal

Exhibit A - Scope of Work

Section 1 – Software Licenses

The Agency has purchased licenses for the following RIMS software applications:

- RIMS Computer Aided Dispatch Software
- RIMS Records Management
- RIMS Mobile Computer Software
- RIMS In-Station Mapping Software
- RIMS Mobile Mapping Software
- RIMS Property Room Bar Coding Software
- RIMS Collaborate Data Sharing Software
- Citizen RIMS Public Access Software
- RIMS Officer Training Management Software
- iRIMS/Law Browser Access Software
- iRIMS/Fire Browser Access Software

The Agency has purchased licenses for the following RIMS interfaces. Sun Ridge does not provide any third-party software. The Agency represents that it shall maintain the proper licenses required by third-party software vendors (Supplier).

- RIMS E911 Link Software
- RIMS State (CLETS) Link Software
- RIMS Fire Station Printing Software
- RIMS Fire RMS Link (1 Fire RMS Vendor)
- RIMS Text/Paging Software
- RIMS CopLogic Link Software
- RIMS ProQA Link Software
- Solano Warrant Link Software

Section 2 - Project Schedule. Upon execution of the Agreement, Sun Ridge and Agency shall define a mutually agreed on project schedule by task. Sun Ridge and Agency will do its best to meet task completion dates; however, the schedule is tentative and subject to change.

Section 3 - Project Kickoff. Sun Ridge shall send two employees to facilitate a half day, on-site meeting with selected County staff to provide an overview of the project and Scope of Work as defined herein.

Section 4 - Installation. Sun Ridge shall install all software applications listed above along with product documentation on Agency-owned servers. All installation will be accomplished via remote access to Agency provided servers. Agency is free to distribute electronic and hardcopy versions of the documentation as necessary.

Section 5 – Configuration. Sun Ridge shall provide the following instruction sessions to Agency designated RIMS Administrators:

Initial Setup: Consists of two (2) sessions, not to exceed four (4) hours per session instruction on the preliminary configuration of RIMS. Initial Setup is conducted over the phone and via remote access to the Agency RIMS via remote access. Agency will be given specific assignments to be completed at the conclusion of the sessions.

RIMS Configuration and Setup: Consists of three (3) contiguous days of onsite instruction with the Agency's RIMS Administrators and other Agency staff as may be needed. This session continues the system setup that was started with the Initial Setup sessions. The Agency will be instructed on how to configure RIMS to most closely meet the desired procedures of the Agency. In some cases, the Agency may find that modifying existing procedures may be desired in order to take full advantage of RIMS functionality. The Agency will additionally be instructed/assisted in setting up the remaining tables and values needed for the modules the Agency has purchased. Discussions will include:

- Customization of drop down menu choices for 100+ fields
- Agency records decisions
- Agency dispatch decisions
- Paper flow vs paperless vs less paper for records
- Property Room decisions
- Selection of case format type
- Review of data conversion processes and implementation, including reviewing data and starting data translations if converted data is available at the time the session is scheduled.

Section 6 - Enhancements. Sun Ridge shall develop and provide the following agreed upon enhancements:

- iRIMS Fire Software Modifications as defined in Appendix A
- Control burn layer and map display as defined in Appendix B
- Comments for collaborative incidents as defined in Appendix C
- Solano Warrant link as defined in Appendix D
- Fire RMS Link Modifications as defined in Appendix E

Section 7 - Map Engineering Services. Sun Ridge will provide map engineering services assuming an ESRI-based map source file.

In-Station Mapping Software. Agency shall provide the ESRI ArcView maps source data file. Sun Ridge will load Agency supplied ESRI-based maps into RIMS. Sun Ridge is NOT responsible for the accuracy of the Agency map source. Agency is responsible for licensing cost for ESRI ArcView. Agency will need one copy of ArcView GIS v10.1 (or later) that can be used for the first position, and then a copy of ArcGIS 10.1 (or later) Runtime Engine for each additional in-station unit that will use RIMS Mapping.

Mobile Mapping Software. Google mapping will be provided by Sun Ridge for the Mobile Mapping Software. Sun Ridge is responsible for licensing cost for Google Maps.

Section 8 - Data Conversion. Data conversion will consist of the conversion of TriTech data into RIMS CAD and RMS as specified below.

Data conversion does NOT include data extraction from the current systems. The Agency will provide the extracted data to be converted to Sun Ridge which shall

consist of CAD data (consisting of one single database) and RMS data (consisting of a second single database). Once Sun Ridge receives the extracted data, Sun Ridge will evaluate it to determine which items may be converted into RIMS. As part of Sun Ridge's standard data conversion, Sun Ridge **attempts** to convert the following items. In some instances, all data may not be available or suitable for conversion.

RIMS is UCR compliant. As of today, CA DOJ has yet to select a vendor who will provide the State software that will receive and validate an agency's NIBRS submission nor have they yet completed defining the California-customized data they will be collecting. Therefore, we are assuming you will begin using RIMS prior to NIBRS implementation. The scope of this project does not include the cost or effort of converting your data into the yet-to-be-defined CA NIBRS format.

RMS data

- People: Including person name, DOB, contact info, description, ID#'s, officer safety notifications, log entries for connections to cases, for citations and for field contacts, mug shots (if stored in the RMS).
- Arrest: Arrestee, date, time, charges, counts, offense level, disposition, booked/cited out.
- Vehicles: License, state, year, color, type, log entries for connections to case, field contacts and citations.
- Cases: Location, date report, date occurred, classification/type, offenses, case dispositions, date of dispositions, Officer ID, persons, vehicles, narratives and supplements.
- Accident reports (if stored in the RMS): Location, date reported, data occurred, classification/type, offenses, case disposition, date of disposition, persons, vehicles, narratives, supplements. NOTE: No accident specific report data for State reporting (e.g. CHP-555 in CA) is converted.
- Property in cases: category, article, status, description, brand, model, item #, property code, locations, value-stolen, recovered, damaged and officer.
- Evidence: category, article, status, description, brand, model, item #, property code, locations, value-stolen, recovered, damaged and officer, bar code number, chain of custody, recovery officer and recovery date. (See Conversion Note #1)
- Officer: Name, ID
- Warrants: Person Name, Warrant #, Warrant Date, Type, Felony/Misdemeanor, Reason, Court, Judge, Case #, Cite, Docket, Ref #, Agency, Charges, Comment, Bail Amount, Served Date, Returned Date, Returned Reason, Recalled Date, Recalled Reason

CAD data

- Incidents: call number, call times, priority, incident location, grid, caller name and telephone number, complaint type, caller location, how received, comments, call category, internal response area, OCA case number, call reference, fire grade, subject data, vehicle data, tract, ESN, alternate phone number, call taker, and position. (See Conversion Note #2)
- Officers: Name, ID.

- Premises: Common place name, address, contact person, contact phone
- Premise History: Summary of incidents by incident location
- Streets: street name, intersections with block ranges

Conversion Note #1 – In RIMS “Property” records and “Evidence” records are the same thing. Agency acknowledges that in some cases conversion of separate Property and Evidence records from the existing system into a single data table in RIMS may result in duplicates. Sun Ridge will not be responsible for electronically or otherwise resolving duplicate records.

Conversion Note #2 – Several of the data elements listed do not have a corresponding field or data element in the RIMS CAD Incident records. Sun Ridge will make its best attempt at matching the data elements, however, those that do not have a corresponding field will be added to the “NOTES” field in the RIMS CAD Incident record.

Section 9 - Integration. Sun Ridge shall provide RIMS sided interfaces for all third-party software applications listed above. Agency must coordinate with Suppliers to complete and test each interface.

Section 10 - Training. The following training is “end user training” and shall be conducted on-site at an Agency provided location. Training days are contiguous, including weekends. Class times are 0800 to no later than 1700. Sun Ridge will provide a training plan at least 30 days prior to the first training session.

Training Description	Number of Days	Number of Students	
	<u>Max</u>		
CAD Training	8 days (4 sessions, 2 days/session)	1 student per workstation	10
Officer Training	16 days (8 sessions*, 2 days/session)	2 students per workstation	20
Records Training	3 day (3 sessions, 1 day /session)	1 student per workstation	10
Admin Follow-Up Training	1 day	1 student per workstation	10
Property Room Training	1 day	1 student per workstation	10
TIMS Training	1 day	1 student per workstation	10

* Two (2) sessions to be scheduled after go live

Section 11 - Go Live Support. Three (3) Sun Ridge staff will be on site for Day 1 and two (2) staff will be onsite for Day 2 during the initial cutover to RIMS to answer questions and to address any system problems.

Section 12 - Agency’s Responsibilities. The Agency is responsible for the following:

- Installation of all remaining client workstations
- Installation of all remaining mobile computers
- Coordinate and schedule resources of the Agency to include IT staff
- Identify RIMS Administrators and Data Conversion Review staff
- Provide system and other third-party software including SQL, ERSI Licenses, (and/or Google Maps), Windows Server 2003/2008/2012 (64 bit)

- Provide data communications infrastructure (network, wireless, internet, intranet)
- Coordinate testing of the CLETS Message Switch
- Complete, submit and gain approval of updated DOJ CLETS application
- Contact third party vendors (E911 provider, DOJ, CopLink, County IT/ARIES IT, Fire RMS vendor, and any other necessary third-parties) and coordinate their schedules and costs they may charge the Agency to provide their portion of the interface to RIMS.
- Extract data from existing CAD and RMS for conversion into a mutually agreed to format
- Review converted data, notifying Sun Ridge in an expedited fashion of conversion anomalies
- Provide ongoing Map Maintenance
- Provide Geofile (aka "street file") source and build-out
- Ensure accuracy of the geofile
- Provide initial map source file
- Ensure accuracy of the map source
- Ensure all user-maintained configuration and data validation tables are completed prior to the start of training
- Provide training facilities, workstations and ensure access to RIMS training database from the training location
- Schedule agency staff into requisite classes
- Purchase a minimum of one (1) DYMO LabelWriter 450 Turbo Label Printer and minimum one (1) month supply of Dymo Labels # 30256
- Assist fire stations with installation and configuration of their network printers
- Provide all hardware, with the exception of Property Room bar code scanners. Agency represents it has adequate dedicated space on an SQL database server ("Main") and a second server ("Communications") and that these servers meet the minimum requirements outlined below. Moreover, servers have network connectivity and appropriate security containing virus protection software and firewalls. Agency will provide remote access to Sun Ridge using Sun Ridge's Bomgar remote access software to allow Sun Ridge to meet its responsibilities under this Agreement.

Main Server		Communications Server
Minimum	Recommended	Minimum
Intel 2.0 GHZ	≥ Intel 2.0 GHZ	Intel 2.0 GHZ
≥ Windows 2003	Windows 2012	≥ Windows 7
8 GB Memory	32 GB Memory	8 GB Memory
500 GB Disk	1 TB Disk	500 GB Disk
≥ Manufactured 2008	Manufactured 2014	≥ Manufactured 2008

Agency further represents it has personal computers and mobile in-car computers that meet the minimum requirements outlined below:

Personal Computer Workstations		Mobile In-Car Computers
Minimum	Recommended	Minimum
Intel 2.0 GHZ	≥ Intel 2.0 GHZ	Intel 2.0 GHZ
≥ Windows Vista 7	Windows 10	≥ Windows 7
4 GB Memory	8 GB Memory	8 GB Memory
250 GB Disk	≥ 250 GB Disk	500 GB Disk
		Wireless-based modem
		≥ 2 USB ports
		Optional <ul style="list-style-type: none"> • Touch screen • Magnetic Stripe Reader • Microphone for voice recognition • Fingerprint Reader

Exhibit B – Contract Amount

Item	Price
RIMS Computer-Aided Dispatch Software	\$59,000
RIMS Records Management Software	\$44,500
RIMS Mobile Computer Software	\$28,000
RIMS E911 Link Software	\$6,000
RIMS State Link Software (CLETS)	\$6,000
RIMS In Station Mapping Software	\$15,000
RIMS Mobile Mapping Software	\$6,000
RIMS Property Room Bar Coding Software	\$8,000
RIMS Collaborate Data Sharing Software	\$5,000
Citizen RIMS Public Access Software	\$4,800
iRIMS Law Mobile App Software	\$9,000
iRIMS Fire Mobile App Software	\$0
RIMS Officer Training Management Software	\$3,000
RIMS Fire Station Printing Software	\$3,000
RIMS Fire Records Management Link Software	\$5,000
RIMS Text Paging Link Software	\$2,800
RIMS CopLogic Link Software	\$1,900
RIMS ProQ&A Link Software	\$2,000
iRIMS Fire Enhancements	\$2,435
Enhancement - Comments for Collaborate Incidents	\$3,000
Enhancement - Control Burn Check and Map Display	\$14,000
Enhancement - Fire RMS Link	\$3,200
Enhancement - Warrant Link: One File = One Warrant	\$3,600
Mapping Data Engineering Services	\$1,000
Worth Data Bar Coding Equipment (One Unit)	\$1,700
Data Conversion Services	\$48,200
Installation and Training	\$168,023
Year 1 - Support and Updates	\$40,785
Year 2 – Support and Updates	\$41,490
Year 3 – Support and Updates	\$42,210
California Sales Tax	\$142
TOTAL	\$578,785

Exhibit C – Support Services Agreement

This is a description of the software support, maintenance, and enhancement services to be provided by Sun Ridge Systems, Inc. ("SRS") to the County of Solano, a political subdivision of the State of California, on behalf of its Sheriff's Office ("Licensee") as part of a Software Support Services Agreement ("Agreement"). This Agreement covers all RIMS public safety software (Software) licensed by the Licensee and is effective at Operational Use.

Under this agreement SRS agrees to provide the following services and products to Licensee:

1. **Coverage Hours.** SRS will provide a toll free phone number for Licensee to call whenever a covered problem occurs. Normal service hours will be Monday-Friday, 8AM-5PM PST, with the exception of common federal holidays ("Holidays"). However, for instances with the Licensee's system is complete inoperable due to a SRS software problem ("critical problems") preventing basic system operation service will be available 24 hours, 7 days a week, Holidays included.
2. **SRS Response to reported problems.** SRS agrees to provide service and assistance as expeditiously as possible as follows:
 - a. Most problems will be resolved with the initial phone call.
 - b. For problems that cannot be immediately resolved, SRS will work to resolve the problem based on the severity of the problem *and* the urgency reported by Licensee.
 - For critical problems, SRS personnel will work with Licensee until the situation is resolved.
 - For problems that are not critical problems that have a lesser though continuing impact on operations of Licensee ("non-critical problems"), SRS will endeavor to provide a solution or work around within 72 hours of the problem being reported to SRS by the Licensee.
 - For problems that are not critical problems and are not non-critical problems ("minor problems") SRS may, at its discretion, either issue a near term "fix release" of the product or include the fix in the next scheduled product update.
3. **Licensee equipment and software responsibilities.** Licensee agrees to allow SRS to remotely connect to Licensee's system when a problem is reported. SRS uses Bomgar Remote Support Software for this purpose. Bomgar software provides superior security and does so over an ordinary internet connection via a Sun Ridge server that hosts a Bomgar security hardware device.

With Licensee's permission, SRS will use this connection to examine data files related to reported problems and to provide updates and corrections when necessary.
4. **Provision of software updates.** SRS will provide at no additional cost all new enhanced and updated versions of software licensed to Licensee. This software will

be provided with detailed installation instructions for installation by Licensee. If desired, Licensee may retain SRS to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from the SRS ftp web site. SRS will not be obligated to provide service for release versions that are more than two annual release versions older than the current release.

5. **Annual User Training Conference.** Support will include conference registration costs and the cost of two (2) days of class passes for five (5) Agency representatives to attend Sun Ridge's annual user conference.
6. **Cost.** The cost of the services and software to be provided under this Support Services Agreement is provided in **Exhibit B**.
7. **Term. Term.** The term of the Support Services Agreement shall be the same as the lease payment as set forth in the Agreement, and shall be automatically renewed for another year (the "renewal term") upon payment of the lease.
8. **Termination.** Licensee may terminate this Agreement with or without cause upon ninety (90) days written notice to SRS. If terminated, Licensee is entitled to a prorated refund for the service days not consumed beginning on the last day of the month the written notice is received by SRS to the end of the remaining term of the Agreement.
9. **Limitations.** SRS agrees to provide support only for public safety application software provided by SRS. Other software used by Licensee (word processing, spreadsheet, etc.) is not included in this Agreement. PC and network operating system software and Microsoft SQL Server database system software is similarly not included, although SRS may assist Licensee in isolating problems to this software. Also specifically excluded is responsibility for administration, support, or maintenance of your server, computer network, operating systems, or database (Microsoft SQL Server).

Licensee may request that SRS provide support services outside the limitations of this Support Services Agreement. If SRS agrees to provide any requested additional support services, which SRS may do or decline to do in its sole discretion, such support services will be provided at SRS's then-current hourly labor rate and on such other terms and conditions as SRS may require.

This Agreement does not include equipment maintenance or assistance in diagnosing hardware problems including but not limited to PCs, printers, network, scanners and other computer peripheral devices with the exception that SRS will assist Licensee in determining whether a problem is RIMS application software in nature.

Appendix A – iRIMS Fire Modifications

1. **Edit Premise Information** – Allows an iRIMS user to modify a Premise record. To be added to iRIMS v5.
2. **Color Skin Options** - Offer multiple color "skin" options. Current colors are red for Fire and blue for Law. To be added to iRIMS v5.
3. **Change Multiple Unit Statuses** -Ability for a user, with permission, to select multiple units and change their status at once. To be added to iRIMS v5.

Appendix B – Control Burn Layer and Map Display

This enhancement to RIMS In-Station Mapping will display a layer on the map for Control Burn incidents that have been closed in the last 12 hours. This would be a layer that could be toggled on or off to assist the dispatcher when receiving smoke/fire phone calls.

Appendix C – Comments for Collaborative Incidents

Comments entered by a dispatcher will post to the local agency's incident as well as to other agency's incident that was previously transferred.



Solano County

675 Texas Street
Fairfield, California 94533
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Agenda Submittal

Agenda #:	12	Status:	Consent Calendar
Type:	Appointment	Department:	Board of Supervisors
File #:	18-681	Contact:	Stephen Hallett, 784-2974
Agenda date:	10/02/2018	Final Action:	
Title:	Approve the appointment of Mina Diaz to the First 5 Solano Children and Families Commission, representing District 2, to fill an unexpired term ending on June 27, 2021		
Governing body:	Board of Supervisors		
District:	District 2		
Attachments:			

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

DEPARTMENTAL RECOMMENDATION:

Supervisor Brown requests that the Board approve the appointment of Mina Diaz to the First 5 Solano Children and Families Commission, representing District 2, to fill an unexpired term ending on June 27, 2021.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the District 2 FY2018/19 Adopted Budget.

SUMMARY/DISCUSSION:

Mina Diaz is a resident of Vallejo and is active in many community organizations. Ms. Diaz is a founder and director of Diaz & Loera Centro Latino in Vallejo which is a non-profit organization serving the needs of the Latino community. Ms. Diaz is also a founder and co-director of the SER Latino program at the Vallejo City Unified School District to provide resources to Latino students.

After working for 27 years as a case manager in various government social service departments, Ms. Diaz retired in February of 2017 and currently works as a Real Estate Agent with Remax.

ALTERNATIVES:

The Board could chose not to appoint Mina Diaz to the First 5 Solano Children and Families Commission . This is not recommended as Ms. Diaz has strong ties to the community and is extremely well qualified for the position.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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Agenda Submittal

Agenda #:	13	Status:	Regular Calendar
Type:	Report	Department:	Solano County Housing Authority
File #:	18-622	Contact:	Matt Walsh, 784-6765
Agenda date:	10/02/2018	Final Action:	
Title:	Receive an update and accept public comments on the Solano County Housing Authority's activities during FY2017/18		
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:

The Department of Resource Management recommends that the Solano County Housing Authority (SCHA) receive an update and accept public comments on the SCHA's activities during FY2017/18.

SUMMARY:

The SCHA, administered by the City of Vacaville Housing Authority staff, is required to hold an annual public hearing to review any changes to goals, objectives and/or policies that were made during the previous year, and to invite public comment regarding such changes. There were no changes to the goals, objectives or policies last year and no action is requested of the SCHA at this time other than to receive the update and to take public comments.

FINANCIAL IMPACT:

The Housing Authority program is financed through HUD. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

DISCUSSION:

The SCHA program has 251 standard vouchers and 20 Veterans Affairs Supportive Housing (VASH) vouchers. Because of the program size (less than 550 vouchers) and high-performance achievements, the Housing and Economic Recovery Act (HERA) exempts the SCHA from the requirement to prepare and submit an Annual Agency Plan. However, the SCHA is required to hold an annual public hearing regarding any changes to goals, objectives and/or policies that have occurred in the previous year, and to invite public comment regarding the program. No changes have been made. In addition to meeting the requirement, this agenda item is intended to serve as an update on the SCHA program, which did include a change to the Administrative Plan as described below.

FY 2017/18 Program Activity

On April 10, 2018, the Board of Supervisors, as the legislative body of the SCHA, approved a change to the SCHA Administrative Plan. This change allowed for streamlined reexaminations for households that receive at least 90 percent of income from fixed sources (such as: Social Security/SSI benefits, pensions, annuities, disability or death benefits, etc.). Approximately 62% of the SCHA's current participants are eligible for the streamlined process. This change eliminated the need for these households, often senior or disabled, to attend an office interview and submit documentation of information that is typically already available to the SCHA through HUD database sources.

Voucher Use

Of the 251 regular vouchers, 213 are in use with 20 households currently searching for housing to utilize their vouchers. The remaining 18 vouchers are not in use now because monthly Housing Assistance Payments (HAP) are increasing, along with rent amounts, and funding from HUD has not kept pace. The result is that more money goes into payments for each voucher and less money is used to support all of the vouchers that the SCHA has. As of July 31, 2018, the SCHA has spent 101% of HAP revenue received (the extra 1% is covered by existing program reserve funds). The SCHA will seek to utilize more vouchers and use reserve funds as needed with the expectation that HUD funding will increase in 2019. HUD funding increases are based, in part, on prior year's expenditures.

The SCHA has a waiting list of 385 applicants and is currently closed. The SCHA pulled applicants from the waiting list in July and September and will continue to monitor HAP spending and HUD funding and utilize the waiting list to ensure efficient use of the vouchers.

The SCHA was also awarded 15 HUD VASH vouchers in April 2018 and 5 additional VASH vouchers in September. These vouchers provide an additional \$115,000 through rental assistance into Solano County. The HUD-VASH program combines Housing Choice Voucher rental assistance for homeless Veterans with case management and clinical services provided by the Department of Veterans Affairs. The VA Northern California Health Care System (VA NCHCS) identifies eligible veterans for the program and refers them to the SCHA to receive a voucher. To date, 9 veterans are utilizing the new HUD-VASH vouchers. The VA NCHCS will continue to refer eligible veterans to the SCHA until the remaining 11 vouchers are utilized.

SCHA as High Performer

Lastly, for the 16th year in a row, the SCHA has achieved High Performer status by HUD through the Section Eight Management Assessment Program (SEMAP). SEMAP measures the performance of the SCHA Housing Choice Voucher program in 14 key areas including, but not limited to: accurate verification of family income, timely reexaminations of family income, timely annual housing quality inspections and voucher utilization rates.

Public Noticing Requirement: A 45-day public notice is required. Notice of this hearing was published in the Fairfield Daily Republic, Vacaville Reporter, Vallejo Times-Herald, and the Dixon Independent Voice newspapers.

ALTERNATIVES:

The Housing Authority may choose not to hold a public hearing or accept this update. This action is not recommended because the SCHA wishes to ensure that the program continues to be consistent with HUD's regulations, which require that the SCHA conduct this public hearing.

OTHER AGENCY INVOLVEMENT:

The Vacaville Housing Authority, which manages the program on the County's behalf, assisted in the preparation of this staff report and will be available to help answer any questions at the hearing. The County Administrator and County Counsel have reviewed this item and concur with the recommended action.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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www.solanocounty.com

Agenda Submittal

Agenda #:	14	Status:	Regular Calendar
Type:	Ordinance	Department:	Resource Management
File #:	18-694	Contact:	Terry Schmidtbauer, 784-3157
Agenda date:	10/02/2018	Final Action:	
Title:	Consider adopting an urgency ordinance enacting Chapter 8 of the Solano County Code establishing minimum health and safety standards for emergency homeless facilities and shelters (4/5 vote required)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Ordinance		

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 Resource Management recommends that the Board:

1. Read the proposed ordinance by title only and waive further reading by majority vote; and
2. Adopt an urgency ordinance enacting Chapter 8 of the Solano County Code establishing minimum health and safety standards for emergency homeless facilities and shelters (4/5 vote required).

SUMMARY:

On August 28, 2018 the Board adopted Resolution No. 2018-165 that declared a shelter crisis pursuant to Government Code section 8698.2 exists in Solano County and that this lack of shelter threatens the health and safety of unsheltered persons. Pursuant to Government Code section 8698.1(b), this declaration suspends provisions of state or local regulatory statute, regulation, or ordinance prescribing standards of housing, health, or safety to the extent that strict compliance would in any way prevent, hinder, or delay the mitigation of the effects of the shelter crisis. The state statute allows the Board to enact minimum local health and safety standards for emergency homeless shelters and facilities, such as those reflected in the proposed urgency ordinance, that replace existing health and safety requirements currently being enforced. Once enacted, the standards in the ordinance will be operative only during a declared housing emergency and will apply only to facilities owned, operated, leased or maintained by Solano County.

On August 28, 2018 the Board approved the concept and implementation of a Tiny Shelter Pilot Project to be located on County property on Brown Street, Vacaville near the intersection of Brown Street and Monte Vista Avenue. If adopted, the standards contained in this urgency ordinance would be used for this pilot project.

FINANCIAL IMPACT:

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

DISCUSSION:

A variety of emergency homeless sheltering methods exists throughout California and the nation. In developing this proposed urgency ordinance, staff researched shelters operated by Yuba County in Marysville and by the City of Oakland due to their similarity to the 5th Impact Tiny Shelters proposal brought forward by Supervisor Thomson and discussed by the Board of Supervisors on August 28, 2018.

Yuba County's "14Forward" emergency homeless shelter facility was highlighted by the California State Association of Counties (CSAC) and is used as a model in the region. It has 20 separate sheds/cabins, housing two people each, within a facility that provides, or has access to, basic sanitation needs. 14Forward has been in operation since July 15, 2016 and is reported to have had 259 individuals utilize the facility since opening. Staff toured 14Forward and discussed the health and safety standards established via an urgency ordinance adopted by the Yuba County Board of Supervisors with the staff from Yuba County.

The City of Oakland has emergency homeless shelters like those of 14Forward at two locations, 6th and Castro opened in December 2017 and 27th and Northgate opened in April 2018. Both locations are reported to have 20 units, housing two people each per shelter/cabin unit. These shelter facilities were established at different times, and the City modified the later of the two (27th and Northgate) based on its experiences so that the shelters included more light/ventilation, added insulation, more storage space, and a secured, lockable door. They also added a dog run. These conditions reflect those at 14Forward.

Reviewing the Yuba County and the City of Oakland models for emergency homeless center facility and shelter projects, and recognition of 14Forward by CSAC, the urgency ordinance presented to the Board for approval is based largely upon that developed and adopted by Yuba County with input from Department of Resource Management staff from the Building, Public Works, and Environmental Health Divisions. One difference to the Yuba County Ordinance is length of participation. The Yuba County ordinance limits participants to 21 days, but allows an unspecified number of extensions. In practice, Yuba County staff state that they will allow up to an eighty-four day maximum stay, which is four times the length of stay in a campground. The proposed urgency ordinance limits the length of stay of participants to 90 days, which can be extended with approval from the County, or a County approved provider, for up to one year. This is consistent with the 30 to 90 day probationary period included in Draft 5th Impact Housing Program Participant Guidelines presented to the Board on August 28, 2018 and with the one-year transient occupancy allowed via a use permit for a private campground located in unincorporated Solano County. Other key differences include in the urgency ordinance is that shelter units must be weatherproof and have a heat and cold barrier in or on the ceilings and walls; the facility must provide or have access to potable water and shade; the facility must be graded to prevent excessive run-off; and a pet management plan must be developed if pets are allowed. These best management practices are being implemented 14Forward, though they are not included in the Yuba County Ordinance.

It is imperative that this ordinance move forward as an urgent matter to protect public health and safety, especially for homeless individuals who are unable to find shelter. This ordinance, together with Resolution No. 2018-165, will align Solano County's declared shelter crisis with the Government Code by immediately establishing standards for health and safety at emergency homeless facilities and shelters.

Environmental Analysis:

In accordance with the California Environmental Quality Act (CEQA), it has been determined that this project is exempt from further environmental review under Section 15061(b)(3) of Title 14 of the California Code of Regulations because there is no possibility that the project may have a significant effect on the environment.

ALTERNATIVES:

The Board may choose to:

1. Not adopt the urgency ordinance. This is not recommended as this ordinance prescribes minimum standards for health and safety for emergency homeless shelters and facilities located on County property in lieu of compliance with existing codes and regulations; or
2. Modify and then adopt the urgency ordinance to reflect different health and safety standards than those proposed. This is at the Board's discretion, but is not recommended as the standards presented reflect those of a similar ordinance adopted in Yuba County along with recommendations from Department staff.

OTHER AGENCY INVOLVEMENT:

County Counsel assisted in development of the ordinance. Department of Health and Social Services staff were contacted for input on ordinance. Staff from the Yuba County Community Development and Service Agency provided information on development of their ordinance and standards used for the 14Forward homeless shelter in Yuba County.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

ORDINANCE NO. 2018 - _____

**AN ORDINANCE ENACTING CHAPTER 8 OF THE SOLANO COUNTY CODE
RELATING EMERGENCY HOMELESS SHELTERS AND FACILITIES**

Whereas, as of January 2017 there were 1,232 homeless individuals living in Solano County, of which 917 individuals, or 74%, were living on the streets or in encampments without shelter of any form; and

Whereas, the number of homeless is significant and these persons are without ability to find shelter, threatening their health and safety; and

Whereas, Resolution No 2018-165 was adopted by the Solano County Board of Supervisors on August 28, 2018, declaring that a shelter crisis, pursuant to Government Code section 8698.2, exists in Solano County and that this lack of shelter threatens the health and safety of unsheltered persons, and the declarations made on that day continue to exist and the findings contained there are incorporated by reference; and

Whereas, pursuant to Government Code section 8698.2, the Solano County Board of Supervisors may take necessary actions to carry out the provisions of Title 2, Division 1, Chapter 7.8, of the Government Code; and

Whereas, the Solano County Board of Supervisors finds that immediate action, in the form of an urgency ordinance, is necessary to combat the lack of available homeless shelter resources accessible to our local homeless population and is necessary to preserve the public health and safety of citizens of Solano County; and

Whereas, pursuant to California Government Code section 8698.1, Solano County shall be immune from liability for ordinary negligence for conditions, acts or omissions directly related to the provision of emergency shelters; and

Whereas, State and local regulatory statutes, regulations, and ordinances that prescribe standards for housing, health, and safety hinder and/or delay the County's ability to implement strategies geared towards reducing homelessness and its need to preserve the public peace, health and safety; and

Whereas, pursuant to the California Environmental Quality Act ("CEQA") and State CEQA Guidelines, the adoption of this ordinance is exempt from CEQA review pursuant to Title 14, California Code of Regulations section 15061(b)(3), and Notice of Exemption will be filed upon adoption of this ordinance; and

Whereas, adoption of this Ordinance under urgency is necessary for the immediate preservation of the public peace, health, and safety, as set forth in Government Code section 25123(d), to assist homeless individuals in accessing temporary emergency shelter and to mitigate the health and safety hazards.

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.

Chapter 8 of the Solano County Code is created:

CHAPTER 8 EMERGENCY HOMELESS SHELTERS AND FACILITIES

ARTICLE I. IN GENERAL

§8-01.	Purpose
§8-02	Authority
§8-03.	Scope
§8-04.	Definitions

ARTICLE II. REQUIREMENTS FOR EMERGENCY HOMELESS FACILITIES AND SHELTERS DURING A SHELTER CRISIS

§8-05.	Emergency homeless shelter facility requirements
§8-06.	Emergency homeless shelter facility design requirements
§8-07.	Permit and Inspection requirements

ARTICLE III. EMERGENCY HOMELESS SHELTER USE AND OCCUPANCY REQUIREMENTS

§8-08.	Participation requirements
§8-09.	No tenant rights
§8-10.	Storage of personal belongings
§8-11.	Storage of food items
§8-12.	Severability

Article 1. IN GENERAL

Sec. 8-01 Purpose

The purpose of this chapter is to promote safe and uniform construction and operation of emergency homeless shelter facilities that are owned, operated, leased or maintained by the county. The further purpose of this chapter is to mitigate the negative effects of the shelter crisis occurring within the county while preserving the health and safety of the public.

Sec. 8.02 Authority

These standards are adopted pursuant to the California Government Code, Sections 8698 – 8698.2, as amended.

Sec. 8.03 Scope

(a) Any county facility that is designated for use as an emergency homeless shelter, and that is owned, operated, leased or maintained, or any combination by the county shall be subject to this code.

(b) Emergency homeless shelters and facilities constructed or operated pursuant to this chapter shall only be utilized where a shelter crisis, pursuant to California Government Code section 8698, has been proclaimed.

(1) A shelter crisis may be proclaimed by resolution when the Board finds that a significant number of persons are without the ability to obtain shelter, resulting in a threat to their health and safety.

(2) The Board of Supervisors shall review the proclamation of a shelter crisis on an annual basis to determine the need for a continuing crisis. The crisis shall not terminate because the matter was not reviewed.

(3) Pursuant to California Government Code section 8698, et seq. any county facility containing emergency homeless shelters created pursuant to this chapter shall be exempt from any state or local regulatory statute, regulation, or ordinance prescribing standards of housing, health, or safety. Any state or local regulatory statute, regulation, or ordinance prescribing standards of housing, health, or safety shall be suspended to the extent that strict compliance would prevent, hinder and/or delay the purpose of this chapter.

(4) Where a local, state or federal shelter crisis is proclaimed, the rules and regulations contained herein shall apply.

Sec. 8.04 Definitions

For the purposes of this Chapter, the following definitions shall govern:

(a) Emergency homeless shelter. Means a structure or building, including a tent, that is utilized for sleeping purposes during a shelter crisis as part of an emergency homeless shelter facility. An emergency homeless shelter is not a dwelling and need not contain all provisions for living and habitation as required for dwellings by State Housing Law.

(b) Emergency homeless shelter facility. Means facilities that are owned, operated, leased or maintained, or any combination thereof by the county for providing emergency shelter for the homeless.

(c) Building Codes. Means the California Code of Regulations, Title 24, all Volumes, as amended.

(d) State Housing Law. Any provision of Division 13 or the California Health and Safety Code, or any other provision of law referenced there, as amended.

ARTICLE 2 REQUIREMENTS FOR EMERGENCY HOMELESS FACILITIES AND SHELTERS DURING A SHELTER CRISIS

Sec. 8.05 Emergency Homeless Shelter Facility Requirements

Emergency homeless shelter facilities shall:

- (a) Have an emergency preparedness plan for each facility.
- (b) Provide adequate access for emergency service vehicles.
- (c) Have fire extinguishers centrally located throughout the facility. Fire extinguishers shall have regularly scheduled servicing and maintenance.
- (d) Provide a minimum of 3 feet of shelter-to-shelter separation.
- (e) Provide a minimum of 5 feet separation between any property line and a shelter unit.
- (f) Provide a facility supervisor to monitor compliance with facility rules and regulations, and to notify emergency services in the event of an emergency.
- (g) If pets are allowed, provide a pet management plan that includes a method to manage pet health, secure pets away from other people, store food to prevent rodent attraction, and manage the pet waste to ensure public health protection.
- (h) Be graded so as not to induce excessive stormwater run-off or on-site ponding in habitable areas.
- (i) Provide for, or provide access to, either onsite or offsite:
 - (1) Sanitary facilities - including toilet, hand-washing, solid waste containers, and medically necessary medical waste containers.
 - (2) Heating and cooling facilities.
 - (3) Shower facilities.
 - (4) Storage facilities for personal items.
 - (5) Source of potable drinking water.
 - (6) An area with useable natural shade or a shade structure.

Sec. 8.06 Emergency Homeless Shelter Design Requirements

Buildings and/or structures used for emergency homeless shelters shall conform to the following:

- (a) Have a minimum of 50 square feet for each occupant.
- (b) Have an exit that leads directly to the outdoors/evacuation route.
- (c) Have a means for natural light and natural ventilation.
- (d) Be weatherproof and have a heat/cold barrier of some kind on or in walls and ceiling.
- (e) Have a smoke detector.

Sec. 8.07 Permit and Inspection Requirements.

- (a) Permitting and inspection requirements as set forth in the building codes or in any State or local regulatory statute, regulation, or ordinance shall not be required.
- (b) The board of supervisors, at its sole discretion and at any time, may cause fire-life-safety inspections to be conducted. The board of supervisors may designate a local official to carry out this provision.

ARTICLE 3 EMERGENCY HOMELESS SHELTER USE AND OCCUPANCY REQUIREMENTS

Sec. 8.08 Participation Requirements

Participation in an emergency homeless shelter facility and occupation of an emergency homeless shelter is voluntary and all persons using such a facility and shelter shall comply with the following:

- (a) Individuals, or families, shall complete any required intake process, and meet all requirements set forth in any agreement, from the county.
- (b) Users shall be limited to a stay of 90 days or less. Applications for extended stays up to one year may be considered and the granting of any extension is at the sole discretion of the county or the county's approved provider.

Sec. 8.09 No Tenant Rights

Participation in any emergency homeless shelter facility does not imply, or create a right or interest under California landlord-tenant laws.

Sec. 8.10 Storage of Personal Belongings

- (a) Storage of personal belongings within each unit may be permitted; however, personal items shall be limited to daily use items and shall not create a fire-life-safety hazard.
- (b) Storage containers for personal belongings shall be closeable and waterproof.

Sec. 8.11 Storage of Food Items

- (a) Unless specifically authorized in writing by the county, potentially hazardous food, as defined in California Health and Safety Code, Part 7, California Retail Food Code, is not allowed.
- (b) Except for incidental food items, food shall not be stored or consumed within the emergency homeless shelter.

Sec. 8.12 Severability

If any section, subsection, sentence, clause, or phrase of this chapter is for any reason held to be invalid, unlawful, or unconstitutional, such invalidity or unconstitutionality shall not affect the validity, lawfulness, or constitutionality of any or all other portions of this chapter.

Section 3.

This ordinance is an urgency measure and takes effect immediately. Before the expiration of 15 days, a summary of this ordinance with the recorded vote of the Supervisors will be published in the Fairfield Daily Republic, a newspaper of general circulation in Solano County.

Passed and adopted as an urgency ordinance by the Solano County Board of Supervisors at its regular meeting on October 2, 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



Solano County

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

Agenda Submittal

Agenda #:	15	Status:	Regular Calendar
Type:	Presentation	Department:	Resource Management
File #:	18-690	Contact:	Bill Emlen, 784-6062
Agenda date:	10/02/2018	Final Action:	
Title:	Receive a presentation on the current project delivery of capital project improvements, project delivery status, and project funding, including the Road Repair and Accountability Act of 2017		
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:

The Department of Resource Management recommends that the Board of Supervisors receive a presentation on the current project delivery of capital project improvements, project delivery status, and project funding, including the Road Repair and Accountability Act of 2017.

SUMMARY:

Solano County has been able to plan and deliver numerous safety and road improvement projects because of the passage of SB 1, known as the Road Repair and Accountability Act of 2017 ("Gas Tax"), which increased revenues for County road maintenance and repairs. It also allowed the County to accelerate planning and funding of numerous projects on the 5-year Public Works Capital Plan that either lacked a funding source or were not even listed on the Plan.

Potential repeal of this funding source, as proposed under Proposition 6, would substantially reduce the number of deliverable projects in the current 5-Year Public Works Capital Improvement Plan or push projects back beyond the 5-year horizon. Should this repeal be successful, estimates show a drop in County available revenues of approximately 34% in FY2018/19 and 50% in FY2019/20 and beyond. The discussion section below provides a summary of current projects underway or to be delivered as a result of SB-1 Gas Tax funding, and an initial analysis of impacts on the 5-year Public Works Capital Improvement Plan (CIP) should the Gas Tax be repealed in November.

FINANCIAL IMPACT:

The cost to provide this presentation is borne within the Department's operating budget. Any potential impact to the restricted and dedicated Road Fund revenue sources would need to be considered in future Public Works budget discussions. Specific information on estimated revenue reduction and impacts is discussed

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

DISCUSSION:

County staff recently submitted the completed projects list to the California Transportation Commission for FY2017-18, as required by the Road Repair and Accountability Act of 2017 ("SB 1"). In total, \$6.4 million in project work was completed using \$2.2 million in SB 1 Gas Tax revenue, with the remainder \$4.2 million coming from Regional Transportation Impact Funds, Yolo Solano Air Quality Management District funds, federal Highway Safety Improvement Program funds, and Road Fund. These projects included Dixon Avenue West - Putah Creek Road Safety Improvements, Pleasants Valley Road Safety Improvement Project, RTIF Safety Improvement Project, Rubberized Chip Seal 2018, and the County's annual chip seal maintenance project.

The FY2018-19 budget anticipates \$14,490,599 in Gas Tax revenue for FY2019/20. Repeal of SB 1 would rescind the revenues generated by the Road Repair and Accountability Act of 2017, and will likely reset the excise tax in the State portion of Gas Tax. Current estimates are a reduction of revenue to the Road Fund by approximately \$4,916,180 this fiscal year and \$7,295,000 in FY 2019/2020.

Below is a list of projects in the County's approved CIP to be constructed in calendar year 2019. These projects would likely be deferred to later years, based upon prioritization of road safety needs, if the Gas Tax is repealed:

1. Culvert Replacements at Cherry Glen Road to address safety and drainage issues
2. Farrell Road Intersection Improvements to address safety and traffic issues
3. Guardrail Improvement Project 2018 to address safety issues
4. Microsurfacing 2019 to address maintenance and traffic striping issues
5. Rubberized Chip Seal 2019 to address maintenance and traffic striping issues

The following lists future projects in the County's CIP that the Department has begun planning, design, right of way, and/or environmental clearance work. These projects would be significantly deferred or potentially suspended indefinitely if the Gas Tax is repealed:

1. Timm Road Improvements to address safety and traffic issues
2. Guardrail Improvement projects to address safety issues
3. Culvert (large) Replacement projects to address safety and drainage issues
4. McCormack Road Improvements to address safety and traffic issues
5. Contract surface treatment projects to address maintenance issues
6. Foothill Drive Improvements to address safety issues
7. Gibson Canyon Road Improvements to address safety and traffic issues
8. Ledgewood Road Intersection Improvements to address safety issues
9. Signalization Modernization projects to address safety and maintenance issues
10. Sidewalk improvement projects to address safety and maintenance issues
11. Porter-Midway Intersection Improvements to address safety and traffic issues
12. Benicia Road Improvements to address safety and maintenance issues
13. Liberty Island Road Improvements to address maintenance issues
14. Putah Creek Road Improvements to address safety and traffic issues
15. Bunker Station Road Bridge Rehabilitation to address maintenance issues
16. Pedrick Road Bridge Rehabilitation to address safety and maintenance issues

ALTERNATIVES:

The Board could choose to not receive the presentation. This is not recommended, since the potential for large revenue reductions, thus impacting Road Fund projects and operations, is significant.

ANOTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this item as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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

Agenda Submittal

Agenda #:	16	Status:	Regular Calendar
Type:	Ordinance	Department:	Resource Management
File #:	18-679	Contact:	Mike Yankovich, 784-3159
Agenda date:	10/02/2018	Final Action:	

Title: Conduct a noticed public hearing to consider updates to development policies and regulations for the Suisun Marsh, which include: Adopting a resolution approving a Negative Declaration; Adopting a resolution amending General Plan (G-18-02) with policies pertaining to the Suisun Marsh; Adopting an ordinance amending Chapter 28 (Zoning Regulations); Introducing an ordinance amending Chapter 31 (Grading, Drainage, Land Leveling, and Erosion Control); and Adopting a resolution amending the Solano County Component of the Suisun Marsh Local Protection Program and transmitting the Local Protection Program to the Bay Conservation and Development Commission for certification

Governing body: Board of Supervisors

District: District 2

Attachments: A - Resolution Adopting Negative Declaration, B - Resolution Amending General Plan, C - Ordinance Amending Chapter 28, D - Ordinance Amending Chapter 31, E - Resolution Adopting 2018 LPP Amendment, F - LPP Amendment Negative Declaration, G - 2018 Local Protection Program, H - Notice of Public Hearing

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

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board of Supervisors:

1. Conduct a noticed published hearing to consider updates to development policies and regulations for the Suisun Marsh;
2. Adopt a resolution approving a Negative Declaration of environmental impact for the project;
3. Adopt a resolution amending the Solano County General Plan (G-18-02);
4. Adopt an ordinance amending Chapter 28, Zoning Regulations, of the Solano County Code;
5. Introduce an ordinance amending Chapter 31, Grading, Drainage, Land Leveling, and Erosion Control, of the Solano County Code; and
6. Adopt a resolution amending the Solano County Component of the Suisun Marsh Local Protection Program and transmitting the Local Protection Program to the Bay Conservation and Development Commission for certification.

SUMMARY:

On August 28, 2012, the Solano County Board of Supervisors approved the 2012 Amendment to the Solano County component of the Suisun Marsh Local Protection Program. The 2012 Amendment was submitted to Bay Conservation and Development Commission (BCDC) for certification but was subsequently withdrawn by the County to consider further revisions in response to issues raised by the public during the Commission's certification process.

The Board is now being asked to review and approve the 2018 Amendment to the Local Protection Program (LPP) which is, in large part, the 2012 Amendment along with policies and regulations that address the issues raised at the 2012 Commission meeting. Those comments included grading activities, Suisun Marsh policies and the beneficial reuse of a waste disposal site. A redlined version of the LPP is available upon request from the Clerk of the Board's Office.

FINANCIAL IMPACT:

The costs for preparation of the 2018 Local Protection Program update is included in the Department of Resource Management's Adopted Budget for FY2018/19. Staff does not expect to process a significant number of new Marsh Development and Conditional Use Permits due to development in the Suisun Marsh if the Board chooses to approve the 2018 Solano County Local Protection Program.

DISCUSSION:

The County is required to prepare and adopt a component of the LPP as required under the 1977 Suisun Marsh Preservation Act (Marsh Act) to implement the Marsh Act and the Suisun Marsh Protection Plan within the Suisun Marsh Management area. All agencies with jurisdiction within the Suisun Marsh are required to bring its policies, regulations, programs and operating procedures into conformity with the provisions of the Act and Protection Plan. Those agencies include the Cities of Benicia, Suisun City, and Fairfield, the Suisun Resource Conservation District, LAFCO, Mosquito Abatement District, and the County. So the combination of all land uses and development controls of the local agencies constitutes that agency's component of the LPP.

The Suisun Marsh is composed of tidal marsh, wetlands, and waterways that are considered the Primary Management Area. BCDC serves as the land use permitting agency for major projects in the Primary Management Area, and serves as the appellate body with limited functions in the Secondary Management Area. The County is the primary land use permitting agency for projects in the Secondary Management Area.

Solano County is proposing to amend and update the County's component of the Suisun Marsh Local Protection Program (LPP). The Suisun Marsh Management Area is shown in Figures SM-1 and SM-2 (pages 91-96 of the LPP). The County component of the LPP, as last certified by BCDC in 1999, is comprised of policies contained in the County General Plan and Solano County Code provisions that were in effect at that time. This includes requirements in the Zoning Code (Chapter 28), Drainage and Flood Control (Chapter 9), and Grading and Erosion Control (Chapter 31) of the Solano County Code as in effect in 1999.

The 2012 update to the County's component of the LPP was prepared to implement various County actions taken since 1999 including relevant policies; adoption of the 2008 General Plan; updates to the Zoning Code; rezoning of the Water Related Industrial Reserve Area around Collinsville consistent with the 2008 General Plan; and County Code amendments consolidating Chapters 9 and 31 into a new updated Chapter 31 addressing grading, drainage, land leveling, and erosion control. The Board approved the 2012 LPP update on August 28, 2012, and the County submitted that update to BCDC for certification.

During BCDC's certification process, several issues emerged that required consideration of further amendments to the text of the LPP to clarify the County's policies and regulations for development in the Suisun Marsh. The County withdrew its certification request and the Department has prepared further revisions to the introductory text of the LPP, the General Plan, and Chapters 28 and 31 of the County Code, all of which together comprise the County's component of the LPP. These further revisions include updating and clarifying existing policies which includes combining Suisun Marsh Policy 15 (SM.P-15) with Suisun Marsh Policy 13 (SM.P-13) (pages 30-47), since they both address the County's grading ordinance, and renumbering the remaining policies. The County's grading ordinance has been amended to address grading activities specific to the Marsh (pages 87 & 88). Another issue involves the post closure activities that Potrero Hills Landfill will be able to pursue. Landfill staff have been working with BCDC and County staff regarding text changes addressing acceptable post closure activities that the Landfill will be able to perform. Language has been revised (pages 53 & 54) under Footnote 5 of Table 28.22A of the Suisun Marsh Agricultural districts Table of Allowed Uses. The language provides the Planning Commission latitude to approve uses that are compatible with approved closure and/or post-closure plans for the site that will not subject occupants of the site, neighbors or the environment to risks associated with the disposed waste. Additional language was added to the Marsh Preservation district Table of Allowed uses to clarify that a use permit is required for marsh restoration activities only when dredge sediments are being used.

The existing wind energy policy adopted as part of the County's General Plan in June 1982 and incorporated as part of the County's LPP that same year would be retained as part of the County's LPP with no amendments. Carrying the 1982 policy forward as part of the County's LPP would not require an amendment to the existing LPP. As currently provided in Chapter 4 of the General Plan, wind turbines would continue to be prohibited in the primary management area. Within the secondary management area, wind turbine projects would need to demonstrate that they will not have a significant impact on the maintenance of the marsh in its present natural state, on Marsh wildlife and on the visual characteristics of the marsh. The 1982 policy contains a number of criteria to be followed in siting wind turbine projects within the Secondary Management Area to ensure projects are consistent with provisions of the Marsh Act and Marsh Plan. This policy was previously found by BCDC to be consistent with the Marsh Act and Marsh Plan as part of the County's 1982 LPP.

Since the last amendment of the LPP, the Solano County Airport Land Use Committee has adopted a development standard within the Travis Air Force Base Airport Land Use Compatibility Plan that requires all wind turbines to be no higher than the "line of sight" as seen from the Travis AFB radar. This standard has effectively minimized pressure for new wind turbine projects in the County until such time that new technology addresses the radar impact issues.

California Environmental Quality Act (CEQA) Review

A Draft Initial Study and Negative Declaration was prepared for those elements of the Proposed 2018 Amendment to the Solano County Component of the Suisun Marsh Local Protection Program which have not already been adopted as General Plan policies or ordinances. The Initial Study and Negative Declaration were circulated through the State Clearinghouse with a 30-day review period. The review period ended on September 26, 2018.

Public Notice Requirement

Notice of this public hearing was published at least 30 days before the scheduled hearing in the Fairfield Daily Republic.

ALTERNATIVES:

The Board could choose to not approve the Proposed 2018 Amendment to the Solano County Component of the Suisun Marsh Local Protection Program and instead ask that BCDC certify the 2012 Amendment. This is

not recommended because the 2018 Amendment clarifies and more accurately reflects the County's policies and regulations for development in the Suisun Marsh.

OTHER AGENCY INVOLVEMENT:

The Bay Conservation and Development Commission is responsible for the statewide administration of the Suisun Marsh program. Staff has been working with BCDC staff to amend the County's Component of the Suisun Marsh Local Protection Program. The County Administrator and County Counsel have reviewed this item and concur with the recommended action. The Airport Land Use Commission at its meeting of September 13, 2018 found the LPP consistent with the Travis Land Use Compatibility Plan. The Planning Commission at its meeting of September 20, 2018 recommended Board of Supervisors approval.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2018 - _____

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS ADOPTING THE NEGATIVE DECLARATION FOR THE 2018 AMENDMENT TO THE SOLANO COUNTY COMPONENT OF THE SUISUN MARSH LOCAL PROTECTION PROGRAM, INCLUDING RELATED AMENDMENTS TO THE GENERAL PLAN AND CHAPTERS 28 AND 31 OF THE SOLANO COUNTY CODE

Whereas, the Solano County Planning Commission, after proper notice, conducted a public hearing and made its recommendations to the Board of Supervisors regarding proposed amendments to the Solano County Component of the Suisun Marsh Local Protection Program and related amendments to the Solano County General Plan and Chapters 28 (Zoning Regulations) and 31 (Grading, Drainage, Land Leveling, and Erosion Control) of the Solano County Code, which actions together constitute the Project evaluated in the proposed Negative Declaration; and

Whereas, the Planning Commission considered the proposed Negative Declaration and all public testimony presented regarding that document, and made its recommendation that the Board of Supervisors adopt the proposed Negative Declaration without amendment; and

Whereas, the Solano County Board of Supervisors, after public notice and public hearing, has duly considered the proposed Negative Declaration, the recommendation of the Planning Commission and staff regarding that document, and all public testimony and comment offered in connection with that document, prior to taking any approval action on the Project; and

Whereas, the Board of Supervisors finds, on the basis of the whole record before it, including the initial study and all comments received, that there is no substantial evidence that the Project will have a significant effect on the environment; and

Whereas, the proposed Negative Declaration reflects the County of Solano's independent judgment and analysis regarding the Project; and

Whereas, the Solano County Department of Resource Management, located at 675 Texas Street, Suite 5500, Fairfield, is the custodian of documents and other material which constitute the record of proceedings on the Project.

Resolved, that the Solano County Board of Supervisors does hereby adopt the Negative Declaration, a copy of which is attached to the Board's staff report and is incorporated into and made part of this resolution by reference.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on October 2, 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

RESOLUTION NO. 2018 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS AMENDING
THE SOLANO COUNTY GENERAL PLAN, AMENDING CHAPTERS 4, 8, AND 12
RELATING TO POLICIES FOR DEVELOPMENT IN THE SUISUN MARSH**

Whereas, the Solano County Planning Commission, after proper notice, conducted a public hearing and made its recommendations to the Board of Supervisors regarding proposed amendments to the Solano County General Plan, including policies for development in the Suisun Marsh area; and

Whereas, the Solano County Board of Supervisors, after public notice and public hearing, has duly considered the recommendation of the Planning Commission, the staff presentation, the Negative Declaration, and all public testimony and comment offered in connection with the proposal; and

Whereas, the Board of Supervisors has determined that the General Plan of the County of Solano should be amended as herein set forth.

Resolved, Chapters 4 (Resources), 8 (Public Facilities and Services), and 12 (Suisun Marsh Local Protection Program Policies) of the Solano County General Plan, are amended by inserting and deleting text as set forth in the attached Exhibit 1, which is incorporated into and made part of this resolution.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on October 2, 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

ORDINANCE NO. 2018 - _____

**AN ORDINANCE AMENDING CHAPTER 28 OF THE SOLANO COUNTY CODE,
AMENDING SECTIONS 28.22 AND 28.52, RELATING TO LAND USES IN THE SUISUN MARSH
AGRICULTURAL (A-SM) AND MARSH PRESERVATION (MP) ZONING DISTRICTS**

The Board of Supervisors of the County of Solano ordains as follows:

Section 1.

Table 28.22A and related Notes and Table 28.22B of Section 28.22 (Suisun Marsh Agricultural (A-SM) Districts) of Chapter 28 of the Solano County Code (Zoning Regulations), are amended as shown in Exhibits 1 and 2, attached hereto and incorporated herein by reference.

Section 2.

Subsection 28.52.20(A) of Section 28.52 (Marsh Preservation (MP) District) of Chapter 28 of the Solano County Code, is amended as follows:

Table 28-52A identifies the land uses allowed by this Zoning Ordinance in the Marsh Preservation district and the land use permit required to establish each use. In addition to the land use permit required by Table 28-52A, special requirements may apply to certain uses.

Section 3.

Table 28.52A and related Notes of Section 28.52 (Marsh Preservation (MP) District) of Chapter 28 of the Solano County Code, is amended as shown in Exhibit 3, attached hereto and incorporated herein by reference.

Section 4.

All ordinance and parts of ordinances in conflict herewith are repealed.

Section 5.

The Board of Supervisors has made the following findings in regard to the zoning amendments:

1. These zoning amendments are in conformity with the Solano County General Plan.
2. The zoning amendment will not constitute a nuisance or be detrimental to the health, safety, comfort, or general welfare of the people of the County or be detrimental to adjacent property or improvements in the neighborhood.
3. A Negative Declaration has been prepared, circulated, and adopted for this project. The Board of Supervisors has considered the Negative Declaration, together with any comments received during the public review process and hearing. The Board of Supervisors finds on the basis of the Negative Declaration and any comments received that there is no substantial evidence that the proposed zoning amendment will have a significant effect on the environment.

Section 6.

This ordinance will be effective thirty (30) days after its adoption.

Section 7.

If any provision of this ordinance or the application thereof to any persons or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 8.

A summary of this ordinance shall be published once in the Daily Republic, a newspaper of general circulation in the County of Solano, not later than fifteen (15) days after the date of its adoption.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on October 2, 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

Exhibit 1

Table 28.22A TABLE OF ALLOWED USES

**A = Allowed by right, AP = Administrative Permit, MUP = Minor Use Permit,
UP = Use Permit, - - - = Prohibited**

ALLOWED USES	Permit Requirements	Land Use Regulations
See Definitions Section 28.10	A-SM-80 and A-SM-160⁽¹⁾ Zoning Districts	See Section 28.70.10
28.71 AGRICULTURAL USES		
A. CROP PRODUCTION AND GRAZING		
Agricultural accessory buildings	A	28.71(A) & (B)(1)
Cultivated and irrigated farming	A ⁽²⁾	
Non-irrigated and non-cultivated farming	A ⁽²⁾	
Grazing	A ⁽²⁾	
Pastured Poultry		
Not adjacent to a R District	A	28.71.10(A) & (B)(4)
Adjacent to a R District	MUP	28.71.10(A) & (B)(4)
With an agricultural commercial kitchen	- - -	
With sales	- - -	
With Special events	- - -	
With more than 4 crowing fowl	UP	28.71.10(A) & (B)(4)
B. AGRICULTURAL PROCESSING USES		
None allowed		
C. ANIMAL FACILITIES AND OPERATIONS		

Table 28.22A TABLE OF ALLOWED USES

**A = Allowed by right, AP = Administrative Permit, MUP = Minor Use Permit,
UP = Use Permit, - - - = Prohibited**

ALLOWED USES	Permit Requirements	Land Use Regulations
See Definitions Section 28.10	A-SM-80 and A-SM-160⁽¹⁾ Zoning Districts	See Section 28.70.10
None allowed		
D. OTHER AGRICULTURAL OPERATIONS		
Agricultural employee housing	AP	28.71.40(A) & (B)(1)
HCD Agricultural employee housing	A	28.71.40(A) & (B)(3)
Temporary commercial coach	AP	28.71.40(A) & (B)(5)
28.72 RESIDENTIAL USES		
A. DWELLINGS		
Primary Dwelling ⁽³⁾	A	28.72.10(A)
Secondary Dwelling	A	28.72.10(A) & (B)(6)
Second Kitchen	AP	28.72.10(A) & (B)(7)
B. TEMPORARY RESIDENTIAL USES		
Temporary single family dwelling	AP	28.72.20(A) & (B)(6)
C. AGRICULTURAL AND ANIMAL FACILITIES INCIDENTAL TO A RESIDENCE		
Small kennels and catteries	AP	28.72.30(A) & (B)(3)
D. OTHER RESIDENTIAL USES		
Home occupation, Type I	A	28.72.40(A) & (B)(2)

Table 28.22A TABLE OF ALLOWED USES

**A = Allowed by right, AP = Administrative Permit, MUP = Minor Use Permit,
UP = Use Permit, - - - = Prohibited**

ALLOWED USES	Permit Requirements	Land Use Regulations
See Definitions Section 28.10	A-SM-80 and A-SM-160⁽¹⁾ Zoning Districts	See Section 28.70.10
28.73 RECREATION, EDUCATION, AND PUBLIC ASSEMBLY USES		
A. RECREATION USES		
Marsh oriented recreation	UP	28.73.10(A) & (B)(1)
Public open space area	A	28.73.10(A)
Stable, public without Horse Shows	UP	28.73.10(A) & (B)(3)
B. EDUCATION USES		
Agricultural Education, Minor Facility	AP	28.73.20(A) & (B)(1)
Marsh Education	UP	28.73.20(A)
C. PUBLIC ASSEMBLY USES		
Special Events Facility (other than Winery or Agricultural Processing Facility)		
<i>6 per year max, and 150 persons or less</i>	AP	28.73.30(A) & (B)(6)
<i>12 per year max, and 150 persons or less</i>	MUP	28.73.30(A) & (B)(6)
<i>More than 12 per year, or more than 150 persons</i>	UP	28.73.30(A) & (B)(6)
28.74 RETAIL AND OFFICE USES		
A. RETAIL USES		

Table 28.22A TABLE OF ALLOWED USES

**A = Allowed by right, AP = Administrative Permit, MUP = Minor Use Permit,
UP = Use Permit, - - - = Prohibited**

ALLOWED USES	Permit Requirements	Land Use Regulations
See Definitions Section 28.10	A-SM-80 and A-SM-160⁽¹⁾ Zoning Districts	See Section 28.70.10
None Allowed		
B. OFFICE USES		
Agricultural research facility, Small	UP	28.74.20(A) & (B)(1)
Marsh research facility	UP	28.74.20(A)
28.75 TOURIST USES		
A. AGRITOURISM		
None Allowed		
B. TEMPORARY AGRITOURISM		
None Allowed		
28.76 COMMERCIAL SERVICE USES		
A. AGRICULTURAL SERVICES		
None Allowed		
B. COMMERCIAL SERVICES		
None Allowed		

Table 28.22A TABLE OF ALLOWED USES

**A = Allowed by right, AP = Administrative Permit, MUP = Minor Use Permit,
UP = Use Permit, - - - = Prohibited**

ALLOWED USES	Permit Requirements	Land Use Regulations
See Definitions Section 28.10	A-SM-80 and A-SM-160⁽¹⁾ Zoning Districts	See Section 28.70.10
28.77 INDUSTRIAL, MANUFACTURING, PROCESSING AND WHOLESALE USES		
A. INDUSTRIAL, MANUFACTURING AND PROCESSING USES		
None Allowed		
B. WHOLESALE USES		
None Allowed		
28.78 COMMUNICATION, INFRASTRUCTURE AND SERVICE USES		
A. COMMUNICATION USES		
Wireless communication facility		
<i>Co-location</i>	MUP	28.81
<i>New tower</i>	UP	28.81
B. INFRASTRUCTURE USES		
Commercial wind turbine generator	UP	28.80
Extraction and Removal of Minerals or Natural Materials from Quarries and Borrow Areas existing as of January 1, 1982	UP	28.78.20(A)
Non-commercial wind turbine		

Table 28.22A TABLE OF ALLOWED USES

**A = Allowed by right, AP = Administrative Permit, MUP = Minor Use Permit,
UP = Use Permit, - - - = Prohibited**

ALLOWED USES	Permit Requirements	Land Use Regulations
See Definitions Section 28.10	A-SM-80 and A-SM-160⁽¹⁾ Zoning Districts	See Section 28.70.10
<i>100 feet or less in height</i>	A	28.80
<i>Over 100 feet in height</i>	- - -	28.80
Gas Well ⁽⁴⁾	AP	28.78.20(A) & (B)(7)
Pipeline, transmission, or distribution line, in R.O.W.	A	28.78.20(A) & (B)(8)
Utility facilities or infrastructure, outside of R.O.W.	UP	28.78.20(A) & (B)(9)
Waste disposal, processing, and composting	UP ⁽⁵⁾	28.78.20(A) & (B)(3)
C. PUBLIC SERVICE USES		
Public Service Facility	UP	28.78.30(A) & (B)(4)
D. TEMPORARY CONSTRUCTION AND INFRASTRUCTURE		
Meteorological Tower, 100 feet or less in height	AP	28.78.20(A) & (B)(6)
Meteorological Tower, greater than 100 feet in height	MUP	28.78.20(A) & (B)(6)
28.79 RESOURCE CONSERVATION USES		
Conservation or Mitigation Bank	UP	28.79.10(A)

Notes:

1. Any development within the Suisun Marsh, as defined by Section 29114 of the Public Resources Code, shall be subject to obtaining a Marsh Development Permit pursuant

to the Suisun Marsh Preservation Act of 1977, and as provided for in Section 28.104 of this Code.

2. Management of wetlands and agricultural operations, with emphasis on grain and hay crop production, pasture, grazing, and the growing of plants and natural feed important to wildlife habitat.
3. Buildings and uses clearly accessory or incidental to any permitted use located on the premises, including a one-family dwelling or a manufactured dwelling, barns, private stables, sheds, and other associated buildings.
4. Oil wells are not permitted in the Suisun Marsh Primary and Secondary Management Areas.
5. During or subsequent to final closure of any waste disposal site, the Planning Commission may approve any use that (i) is compatible with the approved closure and/or post-closure plans for the site, (ii) is compatible with existing or anticipated agricultural land uses in the vicinity, and (iii) would not subject occupants of the site, neighbors, or the environment, to risks associated with the wastes which have been disposed of at the site.

Exhibit 2

TABLE 28.22B

DEVELOPMENT STANDARDS FOR MAIN BUILDING, ACCESSORY STRUCTURES, AND USES

MAIN BUILDING, ACCESSORY STRUCTURES, AND USES

Minimum Lot Area	A-SM-80 = 80 acres
	A-SM-160 = 160 acres
Setbacks	
Front	Thirty feet; except that buildings shall not be less than fifty feet from the centerline of the street, and unless otherwise indicated by building lines on the zoning maps.
Sides (each)	20 feet
Rear	25 feet
Between structures	10 feet
Height limit	Thirty-five feet; and as allowed by 28-93 Special regulations

OTHER STANDARDS

Parking Requirements	Parking shall be provided in conformance with the parking standards in Section 28.94
Signs	All signs shall comply with the sign requirements in Section 28.96

Exhibit 3

Table 28.52A TABLE OF ALLOWED USES

**A = Allowed by right, AP = Administrative Permit, MUP = Minor Use Permit,
UP = Use Permit, - - - = Prohibited**

ALLOWED USES	Permit Requirements	Land Use Regulations
See Definitions Section 28.10	MP⁽¹⁾ Zoning District	See Section 28.70.10
28.71 AGRICULTURAL USES		
A. CROP PRODUCTION AND GRAZING		
Non-irrigated and non-cultivated farming	A ⁽²⁾	
Grazing	A ⁽²⁾	
B. AGRICULTURAL PROCESSING USES		
None allowed		
C. ANIMAL FACILITIES AND OPERATIONS		
None allowed		
D. OTHER AGRICULTURAL OPERATIONS		
Agricultural employee housing	UP	28.71.40(A) & (B)(1)
28.72 RESIDENTIAL USES		
A. DWELLINGS		
Primary Dwelling ⁽³⁾	A	28.72.10(A)
B. TEMPORARY RESIDENTIAL USES		
None allowed		
C. AGRICULTURAL AND ANIMAL FACILITIES INCIDENTAL TO A RESIDENCE		

Table 28.52A TABLE OF ALLOWED USES		
A = Allowed by right, AP = Administrative Permit, MUP = Minor Use Permit, UP = Use Permit, - - - = Prohibited		
ALLOWED USES	Permit Requirements	Land Use Regulations
See Definitions Section 28.10	MP⁽¹⁾ Zoning District	See Section 28.70.10
None allowed		
D. OTHER RESIDENTIAL USES		
None allowed		
28.73 RECREATION, EDUCATION, AND PUBLIC ASSEMBLY USES		
A. RECREATION USES		
Complementary Commercial Facility	UP	28.73.10(A)
Marsh oriented recreation	UP	28.73.10(A)
Public open space area	A	28.73.10(A)
B. EDUCATION USES		
Marsh Education	UP	28.73.20(A)
C. PUBLIC ASSEMBLY USES		
None allowed		
28.74 RETAIL AND OFFICE USES		
A. RETAIL USES		
None Allowed		
B. OFFICE USES		
Marsh research facility	UP	28.74.20(A)

Table 28.52A TABLE OF ALLOWED USES

**A = Allowed by right, AP = Administrative Permit, MUP = Minor Use Permit,
UP = Use Permit, - - - = Prohibited**

ALLOWED USES	Permit Requirements	Land Use Regulations
See Definitions Section 28.10	MP⁽¹⁾ Zoning District	See Section 28.70.10
28.75 TOURIST USES		
None Allowed		
28.76 COMMERCIAL SERVICE USES		
None Allowed		
28.77 INDUSTRIAL, MANUFACTURING, PROCESSING AND WHOLESALE USES		
None Allowed		
28.78 COMMUNICATION, INFRASTRUCTURE AND SERVICE USES		
A. COMMUNICATION USES		
None Allowed		
B. INFRASTRUCTURE USES		
Commercial wind turbine generator	- - -	
Dredging of minerals and natural resources	UP	28.78.20(A)
Non-commercial wind turbine		
<i>100 feet or less in height</i>	A	28.80
<i>Over 100 feet in height</i>	- - -	
Gas Well ⁽⁴⁾ , Natural Gas Storage	UP	28.78.20(A) & (B)(7)

Table 28.52A TABLE OF ALLOWED USES

**A = Allowed by right, AP = Administrative Permit, MUP = Minor Use Permit,
UP = Use Permit, - - - = Prohibited**

ALLOWED USES	Permit Requirements	Land Use Regulations
See Definitions Section 28.10	MP⁽¹⁾ Zoning District	See Section 28.70.10
Pipeline, transmission or distribution line in R.O.W.	A	28.78.20(A) & (B)(8)
Utility facilities or infrastructure, outside of R.O.W.	UP	28.78.20(A) & (B)(9)
C. PUBLIC SERVICE USES		
Public Service Facility	UP	28.78.30(A) & (B)(4)
D. TEMPORARY CONSTRUCTION AND INFRASTRUCTURE		
Temporary facility for the transfer of material from shore to barge	UP	28.78.40(A)
28.79 RESOURCE CONSERVATION USES		
Conservation or Mitigation Bank	UP	28.79.10(A)
Growing of plants and natural feed important to wildlife habitat	A	28.79.10(A)
Restoration of tidal, managed, and seasonal wetlands using dredge sediments	UP	28.79.10(A)

Notes:

- Any development within the Suisun Marsh, as defined by Section 29114 of the Public Resources Code, shall be subject to obtaining a Marsh Development Permit pursuant to the Suisun Marsh Preservation Act of 1977, and as provided for in Section 28.104 of this Code.

- 2 Management of wetlands and agricultural operations, with emphasis on grain and hay crop production, pasture, grazing, and the growing of plants and natural feed important to wildlife habitat.
- 3 Buildings and uses clearly accessory or incidental to any permitted use located on the premises, including a one-family dwelling or a manufactured dwelling, barns, private stables, sheds, and other associated buildings.
4. Oil wells are not permitted in the Suisun Marsh Primary and Secondary Management Areas

ORDINANCE NO. 2018 - _____

**AN ORDINANCE AMENDING CHAPTER 31 OF THE SOLANO COUNTY CODE,
AMENDING SECTIONS 31-12, 31-20, 31-30, AND 31-40 RELATING TO GRADING,
DRAINAGE, LAND LEVELING, AND EROSION CONTROL IN THE SUISUN MARSH
AND WATERSHED**

The Board of Supervisors of the County of Solano ordains as follows:

SECTION I

The following definitions are added to Section 31-12 of Chapter 31 (Grading, Drainage, Land Leveling, and Erosion Control) of the Solano County Code, in alphabetical order.

Protected Channels are those channels flowing or which will flow into the Suisun Marsh identified on that diagram entitled "Protected Channels of the Suisun Marsh Watershed," which is on file at the Department of Resource Management and is incorporated herein as though set forth in full.

Suisun Marsh is the Suisun Marsh as defined in Public Resources Code section 29101.

Suisun Marsh Watershed is the immediate watershed of the Suisun Marsh as defined in Public Resources Code section 29104.

Top of Bank means the upper elevation of land which defines the shape of a channel, conduit, canal, or ditch. The top of the bank of a normal channel does not include, nor shall the adjacent area be measured from, swales or other low-lying lands contiguous to said normal channel which are subject to occasional inundation by rain waters or discharges of irrigation waters.

SECTION II

Subsection 31-20(c) of Chapter 31 of the Solano County Code is amended as follows:

(c) Suisun Marsh Protection.

(1) Prior to the issuance of a grading and drainage permit for sites located within the Suisun Marsh area, a marsh development permit must be obtained.

(2) It shall be unlawful to do any of the following activities without a grading and drainage permit within, or in areas within the buffer area extending 25 feet from the top of a bank to, any watercourse within the Suisun Marsh or any Protected Channel: those channels within the Suisun Marsh or those channels flowing or which will flow into the Suisun Marsh identified on that diagram entitled "Protected Channels of the Suisun Marsh Watershed," which is on file at the Department of Resource Management and is incorporated herein as though set forth in full:

(A) Newly construct any structure, except that the repair, replacement, reconstruction, improvement, or maintenance of any existing structure may be performed unless the Director determines that such repair, replacement, reconstruction, improvement, or maintenance will likely result in an increase in flood elevation, public flood hazard, or increase sedimentation to such an extent that adverse environmental impacts will occur in the Suisun Marsh.

(B) Fill, grade, excavate, obstruct, close, divert, repair, or reconstruct the channel or adjacent buffer area of the channel. Emergency repairs may be commenced prior to obtaining a permit, provided that notification of any such work is given to the Director on the next business day and an application for a grading permit is submitted within ten days.

(C) Cut or remove vegetation, except for:

(i) Grazing, cultivation of land, and other agriculturally related agricultural activities, including cutting or removing vegetation from channels or adjacent areas for agricultural, habitat, or flood control wetland management purposes; or

(ii) Gardening and landscape activities associated with an established residential use.

SECTION II

Subsection 31-30(q) of Chapter 31 of the Solano County Code is amended as follows:

(q) In the Suisun Marsh watershed, stream channelization or stream diversions should not be permitted if it would result in significant adverse effects on the quality or quantity of water entering the Marsh. Along Protected Channels in the Suisun Marsh Watershed, any stream modification that would involve the removal of significant existing riparian vegetation should be permitted only if shown to be necessary to ensure the protection of life or existing structures from flood, and only the minimum amount of modification necessary should be allowed in such cases. In the Suisun Marsh, stream modification should not be permitted if it would increase sedimentation or runoff that would cause significant, adverse environmental impacts in the Marsh.

SECTION III

Subsection 31-40(b) of Chapter 31 of the Solano County Code is amended as follows:

(b) In addition to all general standards and requirements of this Chapter, within the Suisun Marsh and the Suisun Marsh Watershed, the Director shall issue a grading and drainage permit or approve a plan for grading and erosion and sediment control for those activities described in Section 31-20(c) only if the Director finds that the proposed grading complies with design principles and standards described in Section 31-30(q), that riparian habitat will be protected from significant degradation, and that the proposed activity will not increase sedimentation and runoff within or into the Suisun Marsh to such an extent that significant adverse environmental impacts will occur in the Suisun Marsh.

SECTION IV

All ordinance and parts of ordinances in conflict herewith are repealed.

SECTION V

The Board of Supervisors has made the following findings in regard to this ordinance:

1. These amendments are in conformity with the Suisun Marsh Preservation Act and the Suisun Marsh Protection Plan.
2. A Negative Declaration has been prepared, circulated, and adopted for this project. The Board of Supervisors has considered the Negative Declaration, together with any comments received during the public review process and hearing. The Board of Supervisors finds on the basis of the Negative Declaration and any comments received that there is no substantial evidence that the proposed amendments will have a significant effect on the environment.

SECTION VI

This ordinance will be effective thirty (30) days after its adoption.

SECTION VII

If any provision of this ordinance or the application thereof to any persons or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

SECTION VIII

A summary of this ordinance shall be published once in the Daily Republic, a newspaper of general circulation in the County of Solano, not later than fifteen (15) days after the date of its adoption.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on October 2, 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

RESOLUTION NO. 2018 - _____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF SOLANO COUNTY
ADOPTING THE 2018 AMENDMENT TO THE COUNTY'S COMPONENT OF THE
SUISUN MARSH LOCAL PROTECTION PROGRAM**

Whereas, the Suisun Marsh Preservation Act of 1977 requires Solano County to prepare a Solano County Component of the Suisun Marsh Local Protection Program ("County LPP"), which is to include those provisions of the County's General Plan, specific plans, ordinances, zoning maps, land use regulations, and other programs or standards that have been adopted by the County, or are to be undertaken or carried out by the County in and adjacent to the Suisun Marsh, and which implement the Act and the Suisun Marsh Protection Plan at the County level; and

Whereas, on May 20, 1980, through its Resolutions Nos. 80-78 and 80-79, the Board of Supervisors adopted the County LPP and transmitted that component to the San Francisco Bay Conservation and Development Commission ("BCDC") for review and certification; and

Whereas, BCDC conditionally approved the County LPP, subject to a number of conditions for certification, on September 18, 1980; and

Whereas, on August 31, 1982, through its Resolution No. 82-169, the Board of Supervisors adopted amendments to the County LPP and transmitted the amended component to BCDC for review and certification; and

Whereas, on November 4, 1982, BCDC unconditionally certified the County LPP, as amended on August 31, 1982; and

Whereas, on February 2, 1999, through its Resolution No. 99-31, the Board of Supervisors amended the County LPP in connection with the Montezuma Wetlands project, which amendment was certified by BCDC on June 17, 1999; and

Whereas, the certified County LPP is currently comprised of portions of the County's General Plan and the Solano County Code, including the Zoning Code (Chapter 28), Drainage and Flood Control (Chapter 9), and Grading and Erosion Control (Chapter 31), as existed in 1999; and

Whereas, in 2007, the County repealed Chapter 9 of the Solano County Code, consolidating the provisions of that chapter into a revised Chapter 31 (Grading, Drainage, Land Leveling, and Erosion Control) of the County Code; and

Whereas, in 2008, the County adopted a comprehensive update to the Solano County General Plan, superseding most elements of the prior general plan; and

Whereas, in February 2012, the County adopted a comprehensive update to Chapter 28 of the County Code, repealing the prior version of that chapter; and

Whereas, Solano County General Plan Implementation Program RS.I-12, calls for a program to review and update the County LPP to reflect new policies and programs in the 2008

Solano County General Plan and other updates to policies, programs, and regulations contained in the currently-certified version of that component; and

Whereas, a Draft 2010 Amendment to the County LPP was prepared and distributed for public review and comment in June 2010; and

Whereas, the County held two publicly noticed community meetings, providing opportunity for the public to review and comment on the Draft 2010 Amendment to the County LPP, and the amendment was provided to the Benicia, Cordelia, Fairfield, and Suisun City public libraries and posted on the internet; and

Whereas, after June 2010, the scope of the Draft 2010 Amendment was reduced to address only adoption of County Code amendments consolidating Chapters 9 and 31 into a revised Chapter 31 and adoption of Chapter 6.4 of the County Code regulating sewage disposal systems; and

Whereas, the Board conducted a public hearing on the Draft 2010 Amendment to the County LPP on August 24, 2010, having given 30 day public notice to BCDC, all entities having components of the Local Protection Program, and to the public; and

Whereas, on August 24, 2010, the Board adopted the 2010 Amendment to the County LPP and Findings of Consistency between Provisions of the Suisun Marsh Protection Act and Existing County Policy, and authorized submittal of the Amendment to BCDC for its review and certification; and

Whereas, an amendment of the County LPP to reflect the changes to the water dependent industrial and commercial recreation land use designations adopted as part of the Solano County 2008 General Plan first required an amendment to the San Francisco Bay Plan and Suisun Marsh Protection Plans in the Collinsville area; and

Whereas, on August 24, 2010, the Board authorized the County Administrator to transmit an application to the San Francisco Bay Conservation and Development Commission to amend the San Francisco Bay Plan and Suisun Marsh Protection Plan; and

Whereas, on July 7, 2011, BCDC approved amendments to its San Francisco Bay Plan and Suisun Marsh Protection Plan to modify the boundaries of the water-related industrial priority use designation at Collinsville, thereby reconciling prior inconsistencies between the Commission's two plans and the County's 2008 General Plan; and

Whereas, following BCDC's approval of its plan amendments, a Draft 2012 Amendment to the County LPP was prepared and distributed by the Department of Resource Management for public review and comment; and

Whereas, the Draft 2012 Amendment addressed adoption of the 2008 General Plan update, adoption of Zoning Code Text amendments addressing Definitions, Limited Agriculture District, Residential Traditional Community District, Commercial Recreation District, Water Dependent Industrial District, and Land Use Regulations; further amending Chapter 31 addressing grading, drainage, land leveling and erosion control; replacing Chapter 6.4 of the County Code regulating sewage disposal systems with revisions to County policy regulating sewage disposal systems within the Suisun Marsh; and amending the Zoning maps relating to the Water Related Industrial Reserve Area around Collinsville and in secondary management area consistent with the 2008 General Plan; and

Whereas, the Draft 2012 Amendment, as prepared by the Department of Resource Management, was formatted as complete County LPP document that would supersede all prior versions of the County LPP, although numerous policies and regulatory provisions in the Draft 2012 Amendment simply carried forward policies and regulatory provisions contained in the current County LPP, reformatted without substantive amendment; and

Whereas, in the Draft 2012 Amendment circulated for public comment prior to consideration by the Solano County Planning Commission, the Department proposed that the policy in the current County LPP addressing commercial wind energy development in the Suisun Marsh be substantively updated; and

Whereas, the Planning Commission conducted a noticed public hearing on the Draft 2012 Amendment on June 21, 2012, and made its recommendation to the Board of Supervisors; and

Whereas, the Planning Commission recommended that the Board of Supervisors adopt the Draft 2012 Amendment as prepared by the Department, except that the existing County LPP policy for commercial wind energy development in the Suisun Marsh, which was adopted by the Board on August 3, 1982, through Resolution No. 82-139 and was certified as part of the County LPP by BCDC on November 4, 1982, should be included as a policy of Chapter 12 of the General Plan and retained as an existing policy of the County LPP without amendment; and

Whereas, the Board conducted a public hearing on the Draft 2012 Amendment on August 28, 2012, having first given 30 days public notice to BCDC, all entities having components of the Local Protection Program, and to the public; and

Whereas, on August 28, 2012, the Board adopted the 2012 Amendment to the County LPP and Findings of Consistency between Provisions of the Suisun Marsh Protection Act and Existing County Policy, and authorized submittal of the Amendment to BCDC for its review and certification; and

Whereas, on December 6, 2012, BCDC opened its public hearing to consider certification of the 2012 Amendment to the County LPP; and

Whereas, at the BCDC hearing, public comments were submitted to the Commission suggesting that various policies contained in Chapter 12 of the Solano County General Plan may be inconsistent with each other or with state law; and

Whereas, on January 15, 2013, the Board withdrew its 2012 Amendment from consideration by BCDC for certification and directed the Director of Resource Management to investigate whether further amendments to Chapter 12 of the General Plan or other parts of the County LPP were warranted; and

Whereas, a draft 2018 Amendment to the County LPP was prepared and distributed for public review and comment in August 2018; and

Whereas, the 2018 Amendment is based on the 2012 Amendment and makes numerous clarifications and grammatical corrections to that prior document; and

Whereas, the Planning Commission conducted a noticed public hearing on the draft 2018 Amendment on September 20, 2018, and made its recommendation to the Board of Supervisors that the 2018 Amendment be adopted; and

Whereas, the Board has reviewed the staff report of the Department of Resource Management, the recommendation of the Planning Commission, and heard and considered all comments regarding all elements of the project, including both the proposed substantive amendments to the County LPP and the substantive retention of various policies and regulatory provisions of the current County LPP; and

Whereas, the Board finds that the proposed 2018 Amendment of the County LPP, as recommended by the Planning Commission, conforms to the Suisun Marsh Protection Plan and the Suisun Marsh Preservation Act of 1977; and

Whereas, a Negative Declaration has been prepared and circulated for the proposed project. Prior to reviewing the project, the Board considered the Negative Declaration together with any comments received during the public review process. The Board finds on the basis of the Initial Study and any comments received that there is no substantial evidence that the project will have a significant effect on the environment.

Resolved, the Solano County Board of Supervisors does hereby adopt the 2018 Amendment of the Solano County Component of the Suisun Marsh Local Protection Program, as recommended by the Planning Commission and attached hereto as Exhibit 1, and as supplemented to reflect all actions taken by the Board of Supervisors on this date, and directs the Director of the Department of Resource Management to format the amended County LPP as necessary.

Resolved, the Board of Supervisors directs the Director of the Department of Resource Management to submit the 2018 Amendment of the County LPP to the San Francisco Bay Conservation and Development Commission for its review and certification.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on October 2, 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

<p style="text-align: center;">NEGATIVE DECLARATION OF THE SOLANO COUNTY DEPARTMENT OF RESOURCE MANAGEMENT</p>

PROJECT TITLE: Solano County Suisun Marsh Local Protection Program Amendment

PROJECT DESCRIPTION AND LOCATION:

Solano County is proposing to amend and update the County's component of the Suisun Marsh Local Protection Program (LPP). The Suisun Marsh Management Area is shown in Figures SM-1 and SM-2. The County is required to prepare and adopt a component of the LPP as required under the 1977 Suisun Marsh Preservation Act (Marsh Act) to implement the Marsh Act and the Suisun Marsh Protection Plan within the Suisun Marsh Management area. The County component of the LPP, as last certified by BCDC in 1999, is comprised of policies contained in the County General Plan; County Code provisions including the Zoning Code (Chapter 28), Drainage and Flood Control (Chapter 9), and Grading and Erosion Control (Chapter 31); and policies regulating sewage disposal systems.

FINDINGS:

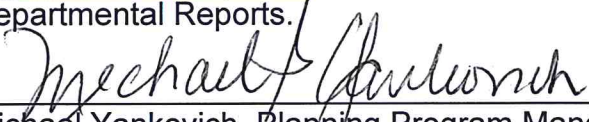
The Solano County Department of Resource Management has evaluated the Initial Study which was prepared in regards to the project. The County found no potentially significant adverse environmental impacts likely to occur. The County determined that the project qualifies for a Negative Declaration. The Initial Study of Environmental Impact, including the project description, findings and disposition, are attached.

MITIGATION MEASURES INCORPORATED INTO PROJECT DESCRIPTION:

None

PREPARATION:

This Negative Declaration was prepared by the Solano County Department of Resource Management. Copies may be obtained at the address listed below or at www.solanocounty.com under Departments, Resource Management, Documents, Departmental Reports.



Michael Yankovich, Planning Program Manager
Solano County Dept. of Resource Management
675 Texas Street, Suite 5500, Fairfield, CA 94533
(707) 784-6765

SOLANO COUNTY COMPONENT OF THE SUISUN MARSH LOCAL PROTECTION PROGRAM

Amended October 2, 2018

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Summary of the Solano County Component

Introduction

The Suisun Marsh represents an area of significant aquatic and wildlife habitat and is an irreplaceable and unique resource to the residents of Solano County, the State, and Nation. The Suisun Marsh consists of approximately 85,000 acres of tidal marsh, managed wetlands, and waterways, as well as adjacent lowland and upland grassland areas, in southern Solano County. It is the largest remaining wetland around San Francisco Bay and comprises about ten percent of California's remaining wetland area. The Marsh is also a wildlife habitat of nationwide importance in that it provides wintering habitat for waterfowl of the Pacific Flyway. Because of its size and estuarine location, it supports a diversity of plant communities that provide habitats for a variety of fish and wildlife, including several rare and endangered species.

Pursuant to the Nejedly-Bagley-Z'berg Suisun Marsh Preservation Act of 1974, the San Francisco Bay Conservation and Development Commission (BCDC) prepared the Suisun Marsh Protection Plan for the orderly and long-range conservation, use, and management of the natural, scenic, recreational, and man-made resources of the Marsh. The Suisun Marsh Protection Plan contained a series of recommendations that required implementation by the Legislature. In brief, the Plan proposed (1) a primary management area encompassing tidal marshes, managed wetlands, adjacent lowland grasslands, and waterways, and (2) a secondary management area of significant buffer lands. The Plan defined the "Suisun Marsh" as including both of these management areas, as shown on the Suisun Marsh Protection Plan Map. Under specific guidelines for each management area, the County would be responsible for preparing and administering a local protection program. BCDC would represent the state's interests, serving as the land use permitting agency for major projects in the primary management area, and as an appellate body with limited functions in the secondary management area. The Plan defined the "watershed" as the area immediately upland from the secondary management area of the Marsh, including those streams and adjacent riparian areas that are tributary to, or flow into, the Marsh. The Plan sought to ensure that further development outside the Marsh but within the watershed would not adversely affect water quality within the Marsh due to sedimentation and increased urban runoff.

Suisun Marsh Preservation Act Requirements

In 1977, the California State Legislature enacted the Suisun Marsh Preservation Act (Marsh Act; Public Resources Code, § 29000 et seq.), which implements most of the recommendations contained in the Suisun Marsh Protection Plan. The Marsh Act defines the boundaries of the Suisun Marsh and establishes primary and secondary management areas within the Marsh.

The majority of the Suisun Marsh lies under the jurisdiction of Solano County. Other local governmental agencies having jurisdiction within the Marsh include the cities of Benicia, Fairfield, and Suisun City, the Solano County Local Agency Formation Commission, the Solano County Mosquito Abatement District, and the Suisun Resource Conservation District. Under the provisions of the Marsh Act, Solano County and each of these other agencies is required to bring its general and specific plans, ordinances and zoning maps, land use regulations, and other related standards and controls into conformity with the provisions of the Marsh Act and the Suisun Marsh Protection Plan. The combination of all such land use and development policies, standards, and controls adopted by all of these agencies constitutes the Local Protection

Program (LPP), while the controls adopted by an individual agency constitutes that agency's component of the LPP.

As described in the Suisun Marsh Protection Plan, the LPP is to include development controls designed to meet the following objectives:

- (a) Protection of tidal and seasonal marshes, managed wetlands, sloughs, bays, and waterways within or tributary to the Suisun Marsh;
- (b) Protection of those agricultural lands both within and adjacent to the Suisun Marsh necessary to ensure that current agricultural uses within the Marsh remain economically feasible for as long as possible;
- (c) Erosion, sediment, and run-off controls in the secondary management area of the Suisun Marsh and the watershed;
- (d) Controls on creek side developments that would protect riparian habitat and the Suisun Marsh from increased siltation and water run-off caused by waterway modification along and immediately adjacent to waterways flowing into the Marsh;
- (e) Assurance of the maximum beneficial use of deep water industrial and port areas near Collinsville; and
- (f) Procedures and standards to review the design and location of any new development or structures in and adjacent to the Suisun Marsh to protect the visual characteristics of the Marsh and, where possible, enhance views of the Marsh.

The Marsh Act required each agency other than the Suisun Resource Conservation District (SRCD) to prepare and submit its proposed component of the LPP to the County. If the County determined that an agency's proposed component did not conform to the Marsh Act and the Suisun Marsh Protection Plan, the County was to advise the agency of changes necessary to bring the proposed component into conformity. The County was then to compile all agency components, other than SRCD's component, into a single LPP that it would then submit to BCDC for certification. SRCD was to submit its component directly to BCDC for certification. Alternatively, if an agency was late in preparing its proposed component, the County was to submit a partial LPP to BCDC for certification.

Original Solano County Component

Not all agencies completed preparation of their components at the same time. In April 1980, the County submitted to BCDC for certification the components prepared by the Local Agency Formation Commission, the Mosquito Abatement District, and the City of Fairfield. These three components were collectively referred to as Part 1 of the Suisun Marsh LPP.

In May 1980, Solano County submitted its component to BCDC as Part 2 the Suisun Marsh LPP. On September 18, 1980, BCDC approved the County component subject to a number of conditions. The County prepared amendments to meet BCDC conditions of approval and these

were submitted on August 31, 1982. BCDC certified the County's component on November 4, 1982. In 1999, Solano County amended its component of the LPP to incorporate provisions addressing wetland restoration in the Collinsville area. These amendments were certified by BCDC on June 17, 1999.

2010 Amendment to the Solano County Component

On August 24, 2010, the Solano County Board of Supervisors approved the 2010 Amendment to its component of the Suisun Marsh Local Protection Program (LPP) to incorporate Solano County Code provisions relating to sewage standards (Chapter 6.4) and grading, drainage, land leveling, and erosion control (Chapter 31), which have been amended since the County last updated its component of the LPP. The County recognized at that time that additional portions of its component of the LPP needed to be updated due to the County's adoption of a new General Plan in 2008 as well as the adoption of other regulatory amendments. The County stated that it proposed to further amend its component of the LPP upon approval by BCDC of the proposed San Francisco Bay Plan and Suisun Marsh Protection Plan amendments to reflect these additional changes. Because further amendments of the County's component were anticipated, the County did not submit the 2010 Amendment for certification at BCDC's request.

San Francisco Bay Plan and Suisun Marsh Protection Plan Amendments

On August 24, 2010, the Board of Supervisors authorized the submittal of an application to amend the San Francisco Bay Plan (Bay Plan), the Suisun Marsh Protection Plan (Marsh Plan), and Resolution 16 to modify the boundaries of the water-related industrial priority use designation at Collinsville to reconcile inconsistencies between the Commission's Bay Plan and Marsh Plan and the County's 2008 General Plan. On July 7, 2011, the Commission approved the proposed amendments.

2012 and 2018 Amendments to the Solano County Component

On August 28, 2012, the Solano County Board of Supervisors approved the 2012 Amendment to the Solano County component of the Suisun Marsh Local Protection Program. The 2010 Amendment was modified and incorporated fully into the 2012 Amendment. The 2012 Amendment was submitted to BCDC for certification but was subsequently withdrawn by the County to consider further revisions in response to issues raised by the public during the Commission's certification process. On January 15, 2013, the Board of Supervisors directed County staff to investigate whether further amendments to the County's component should be considered.

County staff recommended several further amendments, and revisions to the 2012 Amendment were considered by the Solano County Planning Commission in public hearing on September 20, 2018, which recommended approval of the revised amendment. On October 2, 2018, the Board of Supervisors approved the 2018 Amendment to the Solano County component of the Suisun Marsh Local Protection Program and directed that the amended component be submitted to BCDC for certification.

Solano County Component of the LPP, as Amended October 2, 2018.

1. Solano County General Plan
 - a. Chapter 2, Land Use [excerpt]
 - b. Chapter 4, Resources [excerpt]
 - c. Chapter 8, Public Facilities and Services [excerpt]
 - d. Chapter 12, Suisun Marsh Local Protection Program Policies, Including Policies Regulating Sewage Disposal Systems [full chapter]
2. Solano County Code
 - a. Chapter 28, Zoning [excerpts]
 - i. Section 28.01, Definitions [excerpt]
 - ii. Section 28.22, Suisun Marsh Agricultural (A-SM) Districts [full section]
 - iii. Section 28.32, Residential-Traditional Community Districts [portion of section applicable to R-TC-4 District]
 - iv. Section 28.41, Commercial Districts [portion of section applicable to Commercial Recreation – Limited (C-R-L) District]
 - v. Section 28.42, Manufacturing Districts [portion of section applicable to Water Dependent Industrial (I-WD) District]
 - vi. Section 28.52, Marsh Preservation (MP) District [full section]
 - vii. Section 28.78, Land Use Regulations for Communication and Infrastructure Uses [excerpts]
 - viii. Section 28.104, Marsh Development Permit [full section]
 - b. Chapter 31, Grading, Drainage, Land Leveling, and Erosion Control [excerpt]
3. Figures
 - a. Figure RS-3, Delta and Marsh Protection Areas [General Plan, Chapter 4]
 - b. Figure SM-1, Current View Suisun Marsh [General Plan, Chapter 12]
 - c. Figure SM-2, Suisun Marsh Management Areas [General Plan, Chapter 12]
 - d. Figure SM-3, General Plan Land Uses Suisun Marsh [General Plan, Chapter 12]
 - e. Existing Zoning Districts, Suisun Marsh [compiled from Code, Chapter 28]
 - f. Adopted Protected Channels of the Suisun Marsh Watershed [Code, Chapter 31]

Revision to Solano County General Plan Policies (Part I)

The Suisun Marsh Preservation Act of 1977 requires the County to include, as part of its component of the LPP:

“Any amendments to general or specific plans applicable to any area within the marsh necessary to bring such plans into conformity with this division and the policies of the protection plan.” (Section 29401(a))

In 1980, the County adopted amendments to the Land Use and Circulation Element, Resource Conservation and Open Space Elements, Collinsville Montezuma Hills Area Plan and Program,

Scenic Roadways Element and Health and Safety Element to bring its general plan and area plan policies into conformity with Suisun Marsh Protection Plan's policies for biologic resources wildlife habitat management and preservation; agriculture; water quality; natural gas; utilities, facilities and transportation; and recreation and marsh access.

As part of the 2018 Amendment, the General Plan provisions in the Solano County component of the LPP have been updated to incorporate provisions from the General Plan adopted in 2008 as well as a new Chapter 12, Suisun Marsh Local Protection Program Policies, added to the General Plan in 2012 and revised in 2018. The 2008 revision of the Solano County General Plan updated County policies and programs and consolidated individual general plan elements into a single integrated document. Changes affecting the County's component of the LPP included (1) updates to the County policies previously incorporated in the LPP component and (2) changes to the land use designations in the Collinsville area.

The General Plan provisions for the Solano County component of the LPP are shown in Part I. The following summarizes the changes:

Chapter 2 – Land Use (Part I-A)

The Land Use chapter contains new land use descriptions for water bodies and courses, park and recreation, marsh, agriculture, public/quasi-public, traditional community - residential, commercial recreation and water dependent industrial land use designations which have been applied to the Suisun Marsh Management Area. The chapter incorporates provisions of the Orderly Growth Initiative which limits redesignation under the General Plan of agricultural and marsh land use designations to other land uses.

A special study was conducted in the Collinsville area as part of the General Plan update through a community based planning program. The recommendations of the special study have been incorporated in Chapter 2. They provide a policy framework for the land use changes in the Collinsville area, including the Water Related Industry Reserve Area under the Suisun Marsh Protection Plan, and for updating the Collinsville-Montezuma Hills Area Plan and Program.

Chapter 4 – Resources (Part I-B)

This chapter describes the Suisun Marsh and summarizes the County's component of the LPP. Figure RS-3 Delta and Marsh Protection Areas reflects the BCDC Suisun Marsh Protection Plan and San Francisco Bay Plan map amendments to the Water Related Industrial Reserve area.

Chapter 8 – Public Facilities and Services (Part I-C)

This chapter includes a new policy addressing the Public/ Quasi-public land use designation applied to the Potrero Hills Landfill within the secondary management area of the Suisun Marsh.

Chapter 12 – Suisun Marsh Local Protection Program Policies (Part I-D)

This Chapter consolidates all of the General Plan policies addressing the Suisun Marsh into one chapter of the General Plan. LPP General Plan policies were previously located in several elements of the General Plan including Land Use and Circulation Elements, Resource Conservation and Open Space Elements, Collinsville Montezuma Hills Area Plan and program, Scenic Roadway Element, and Health and Safety Element. General Plan policies governing the

Suisun Marsh which were previously incorporated into the Solano County component of the LLP and certified by BCDC have been incorporated into Chapter 12. They include policies addressing biologic resources; wildlife habitat management and preservation; agriculture; water quality; natural gas; utilities, facilities and transportation; and recreation and marsh access. Minor revisions have been made to some policies for clarification and consolidation. The Collinsville-Montezuma Hills Area Plan and Program is no longer part of the General Plan and these water dependent industrial policies have been deleted and replaced with water related industrial policies from the Suisun Marsh Protection Plan.

Policies governing sewage disposal systems have been updated and incorporated into Chapter 12 to reflect sewage disposal requirements adopted by the County under County Code Section 6.4, Sewage Disposal Standards, in 2001 and amended in 2004.

Portions of the Marsh Act and Suisun Marsh Protection Plan are directed toward maintenance of water quality through controls on individual sewage disposal systems, currently a responsibility of the Solano County Department of Resource Management, Environmental Health Services Division. The Marsh Act provides that with the Marsh, the LPP shall include enforceable standards of the operation of septic tanks and wastewater discharges. The basis for this requirement is Policy No. 5 of the Utilities, Facilities and Transportation Section of the Suisun Marsh Protection Plan, which states;

5. Because septic tanks do not function properly in the wetland area, the Solano County Department of Public Health should institute a program to close out existing tanks in the wetlands and require new systems that would properly dispose of wastes as required by the Solano County Health Department and the Regional Water Quality Control Board.

In 1975, Solano County enacted Ordinance No. 888 to regulate individual sewage disposal systems. This ordinance, which was approved by the San Francisco Regional Water Quality Control Board, controlled the installation and operation of septic tank/leachfield systems within the Suisun Marsh. Ordinance No. 888 required the Solano County Department of Public Health to inspect waste disposal systems in the County every five years, or more frequently in areas determined to be susceptible to septic tank failure. Where a system was found to be malfunctioning, a program and timetable were established to correct the malfunction.

Due to staff shortages during the time when the County originally adopted its component of the LPP, the Health Department was not then able to pursue its inspection program as vigorously as it would have liked. Instead, the Health Department responded to specific requests of owners of property in the Marsh to improve systems and worked with these people to alleviate problems. As a result, the Board of Supervisors adopted Resolution No. 80-26 in April 1980, which established a set of policies for inspection of septic systems, and replacement or abatement of nuisance systems, in the Marsh.

In July of 2001, revisions to Solano County Code were approved as Chapter 6.4, Sewage Disposal Standards. These standards were amended again in December of 2004 and are applicable within the Suisun Marsh.

Under Chapter 6.4, a permit from the Health Services Division is required to repair, modify or construct waste disposal systems. Minimum criteria for the siting and construction of a septic tank/leachfield system includes soil typing and identification, percolation rate, soil depth, depth and separation to ground water, ground slope, and adherence to setbacks, including setbacks

to surface water. The use of vaults or holding tanks is allowed for specific circumstances such as for duck clubs in the primary area of the Suisun Marsh. Additional changes in the ordinance which help to improve environmental conditions include requirements for site evaluations by professional consultants to identify and mitigate separation to groundwater and the requirement for alternative type septic systems. Alternative systems provide improved effluent distribution throughout the disposal field, have high-level alarms in the dosing tank, require evidence of a maintenance contract with a service provider and ongoing monitoring, and may require pre-treatment devices that produce a higher quality effluent than effluent from conventional septic systems.

As indicated in the Marsh Plan, septic tank/leachfield systems do not operate at optimum efficiency in wetland areas and in general, site conditions for the primary marsh will not meet minimum requirements for the construction of a new standard type on-site sewage disposal system. Under Chapter 6.4, once an improper sewage disposal system is identified, it must be replaced with an on-site sewage disposal system that meets the requirements of Solano County Code. Sites which cannot accommodate a conventional in-ground leaching system due to site conditions may be replaced with alternative type sewage disposal systems if conditions allow or, as a last resort, replaced with holding tanks.

The policies regulating sewage disposal in the Suisun Marsh have been updated to reflect the new standards and requirements contained in Chapter 6.4 and have been added to the new Chapter 12 of the General Plan.

Revision to Chapter 28, Zoning (Part II-A through II-H)

The Suisun Marsh Preservation Act of 1977 requires the County to included, as part of its LPP:

“Zoning ordinances or zoning district maps, or both, designating principal permitted uses on lands within the marsh, which ordinances or maps shall designate the existing agricultural and wildlife habitat uses of such lands a principal permitted uses of such lands.” (Section 29401 (e))

The County's component of the LPP, as certified in 1982, contained four zoning districts from the Solano County Code Chapter 28, Zoning: two Limited Agricultural (A-L) Districts, the Water Dependent Industrial (IWD) District, and the Marsh Preservation (MP) District.

The two A-L Districts were created to address land uses within the Secondary Management Area consistent with the following Suisun Marsh Protection Plan policy.

Environmental Policies

3. Existing uses should continue in the upland grasslands and cultivated areas surrounding the critical habitats of the Suisun Marsh in order to protect the Marsh and reserve valuable marsh-related wildlife habitats. Where feasible, the value of the upland grasslands and cultivated lands as habitat for marsh-related wildlife should be enhanced

The MP District was created to address land uses within the Primary Management Area consistent with the following Suisun Marsh Protection Plan Policy.

Environmental Policies

2, The Marsh waterways, managed wetlands, tidal marshes, seasonal marshes, and low-land grasslands are critical habitats for marsh-related wildlife and are essential to the integrity of the Suisun Marsh, Therefore, these habitats deserve special protection.

The I-WD district addressed land uses within the Water Related Industrial Reserve area within the Secondary Management Area at Collinsville consistent with the following Suisun Marsh Protection Plan.

Water-Related Industry

Policies 1 through 8 address water –related industries in the Collinsville area. the I-WD zoning district is consistent with these policies and the Suisun marsh Protection Plan Amendment 10-1 including:

1. The upland portion of the Collinsville site, above the 10 foot contour line, presents no significant physical constraints for development and should be reserved for water-related industry use.
2. The low-lying portion of the Collinsville site, below the 10 foot contour line, does present physical constraints for development and consists of critical Marsh-originated wildlife habitats. Never the less, the portion of this area that fronts on deep water should be reserved for water-related industry uses.

The County's component of the LPP also contain zoning code provisions for the issuance of Marsh Development Permits.

The 2018 Amendment contains the following revisions to Chapter 28, Zoning:

Definitions (Part II-A)

Definitions for Complementary Commercial Facilities, Hunting and Fishing Club, and Marsh Oriented Recreation have been added to the zoning code. These are shown in Part II-A.

Suisun Marsh Agricultural District (A-SM) District (Part II-B)

The title of the Limited Agriculture (AL) District has been changed to Suisun Marsh Agricultural (A-SM) District. The zoning regulations applicable to the revised district are shown in Part II-B. Changes to the District text include reformatting of the chapter consistent with the new zoning code and providing clearer definitions and standards addressing agriculture, marsh oriented recreation, and non-conforming uses within the Suisun Marsh. Agricultural Processing has been deleted from the district. Agricultural and marsh education and research facilities, and conservation and mitigation banks, have been added to the District. Non-conforming Use provisions have been added consistent with the Suisun Marsh Preservation Act.

Residential - Traditional Community (R-TC-4) District (Part II-C)

The County has adopted a new zoning district, Residential-Traditional Community (R-TC), to replace the Suburban Residential and Urban Residential zoning districts. A new R-TC-4 classification has been added to the LPP as shown in Part II-C and applied to the existing residential area of the Collinsville Township. The Collinsville Township was previously zoned A-20, Exclusive Agriculture. The establishment and application of this new zoning district is consistent with the new Traditional Community-Residential designation under the General Plan and reflects

the residential character of the area. R-TC-4 establishes new setback standards and a 4,000 square foot parcel size which is more consistent with the existing parcel sizes in Collinsville than the standards provided under the prior A-20 district. Non-conforming Use provisions have been added consistent with the Suisun Marsh Preservation Act.

Commercial Recreation - Limited (C-R-L) District (Part II-D)

A new Commercial Recreation - Limited (CR-L) zoning district has been established as shown in Part II-D. This classification has been applied to the Commercial Recreation area in the Collinsville area within the Suisun Marsh. The C-R-L district includes provisions for outdoor recreation, marinas, interpretive centers, stables, boating and fishing clubs and ecological and agricultural education uses. Non-conforming Use provisions have been added consistent with the Suisun Marsh Preservation Act and the following Suisun Marsh Protection Plan policies:

Recreation and Access

3. Land should also be purchased for public recreation and access to the Marsh for such uses as fishing boat launching and nature study. These areas should be located on the outer portions of the Marsh near the population centers and easily accessible from existing roads. Improvements for public use should be consistent with protection of wildlife resources.
4. Public agencies acquiring land in the Marsh for public access and recreational use should provide for a balance of recreational needs by expanding and diversifying opportunities for activities such as bird watching, picnicking, hiking and nature study.

Water Dependent Industrial (I-WD) District (Part II-E)

As part of the County's zoning code update, the I-WD district has been reformatted as shown in Part II-E. No changes to the allowed and permitted uses are proposed for the I-WD District. This district will be reviewed and updated at a later date as part of a new specific plan or policy plan for the Collinsville area as required under the General Plan. Non-conforming Use provisions have been added consistent with the Suisun Marsh Preservation Act.

Marsh Preservation (MP) District (Part II-F)

Changes to the MP District as shown in Part II-F include reformatting the chapter and providing clearer definitions and standards addressing crop production, marsh oriented recreation, complementary commercial facilities, and non-conforming uses within the Suisun Marsh. Non-conforming Use provisions have been added consistent with the Suisun Marsh Preservation Act.

Land Use Regulations (Part II-G)

As part of County's zoning code update, a new article, Land Use Regulations has been adopted which consolidates in one place the regulations and standards contained in the General Provisions and Exceptions, and Use Permit sections, of the previous Zoning Code. Land Use Regulations for applicable land uses in the Suisun Marsh have been incorporated into the LPP. The utility provisions have been clarified.

Marsh Development Permit (Part II-H)

The amendments update the Department name and clarify the County's process for approving marsh development permits. Information required as part of a Marsh Development application has also been clarified, along with revisions to bring consistency between Marsh Development Permit and Use Permit provisions of the zoning code.

Revision to Chapter 31, Grading, Drainage, Land Leveling, and Erosion Control (Part II-I)

Chapter 9, Drainage and Land Leveling (previously titled Drainage and Flood Control), and Chapter 31, Grading and Erosion Control, of the Solano County Code were updated and consolidated into a single revised Chapter 31 of the Solano County Code in 2007. Minor clarifying amendments were adopted in 2012 and 2018. Portions of the new Chapter 31, Grading, Drainage, Land Leveling and Erosion Control, are included as Part II-I of this Amendment.

The primary reason for modifying the County's grading and drainage ordinances was to bring those ordinances into conformance with the County's NPDES (National Pollution Discharge Elimination System) permit requirements. This permit, regulated by the Regional Water Quality Control Boards, is part of the national effort to improve water quality under the Federal Clean Water Act, and requires the County to prepare a Storm Water Management Plan. The technical changes accomplished by the ordinance amendment allowed the County's Storm Water Management Plan to be more effective, allowing for better compliance with the NPDES permit. In addition, there were a number of technical changes to make the County's grading regulations consistent with the California Building Code and with grading ordinances from other public agencies.

The Marsh Act requires that the LPP include enforceable standards for development designed (1) to minimize soil erosion, especially during construction in areas of soil instability, (2) to require special provisions for surface and subsurface drainage, (3) to ensure that grading restores, rather than disrupts, natural patterns and volumes of surface runoff, and (4) to limit construction of impermeable surfaces over naturally permeable soils and geologic areas, all to control erosion, sedimentation, and runoff within the Marsh. In addition, the LPP must include enforceable standards for development adjacent to creeks and watercourses to protect riparian habitat and to prevent waterway modification or vegetation removal that increases sedimentation or runoff in or into the Marsh, to an extent that a significant, adverse environmental impact will occur in the Marsh. These enforceable standards are to be applicable both within the Marsh and within the watershed. For that portion of the Secondary Management Area west of State Highway Route 680 and outside the city limits of the City of Fairfield, the LPP may include only County ordinances that control grading, erosion, sediment, runoff, and creek side development.

The Suisun Marsh Protection Plan found that the fresh water habitats in streams tributary to the Marsh are important to the continued high quality of water in the Marsh sloughs. Tributary streams such as American Canyon and Jameson Canyon Creeks support important riparian vegetation along their banks. This vegetation helps to retain proper water temperatures in the stream channels and filter sediments that would be carried into the Marsh sloughs. It also provides an important habitat for Marsh wildlife, particularly birds, as well as insects and algae

that are food for larger aquatic life. Tributary streams such as Suisun, Green Valley, and McCoy Creeks are also important for migratory fish that spawn upstream from the Marsh.

The Suisun Marsh is located where the salt water of the Pacific Ocean and the fresh water of the Sacramento and San Joaquin River Delta meet and mix. Because of its location, it provides a transition between salt and fresh water habitats that creates the unique diversity of fish and wildlife habitats characteristic of a brackish marsh. Changes in land use in the watershed outside the Suisun Marsh could adversely affect water quality in the Marsh through changes in turbidity, temperature, or pollution levels.

The watershed of the Suisun Marsh is also directly related to the protection of the aquatic and wildlife resources of the Marsh. In particular, land uses in the watershed can affect water quality and supply. Activities such as improper grading during development, over-grazing, and construction on steep slopes or highly erodible soils can lead to the transfer of soil materials to fresh water streams and ultimately to the Marsh. Moreover, riparian vegetation along tributary streams is important habitat to many species of Marsh wildlife and helps to maintain water quality in streams and sloughs. To adequately protect the Marsh, control over runoff, erosion, and sediment transfer are necessary in the immediate Marsh watershed. In addition, controls limiting disruption of riparian vegetation and habitat are necessary.

The Water Supply and Quality section of the Suisun Marsh Protection Plan made the following findings regarding the need to regulate grading and development practices within the Watershed in order to protect water quality within the Marsh:

12. The Fairfield-Suisun groundwater basin drains into the Marsh by subsurface flow and provides fresh water mixing and flushing action. It is recharged with fresh water runoff from the watershed by percolation on the Suisun Valley floor and along the stream channels. Any disruption or impedance of runoff and streamflow such as might occur from stream channelization or further upstream diversions within the watershed may adversely affect the function of the groundwater basins and their relationship with the Marsh. Additionally, any substantial removal of groundwater by pumping or subsurface drainage could interrupt natural subsurface discharges into the fresh water aquifers.

13. Waste water flowing into the Suisun Marsh area that can affect water quality comes from four principal sources: municipal sewage treatment plants, industrial discharges, agricultural return, and stormwater runoff from the watershed. The present level of wastewater discharge to the Suisun Marsh does not appear to have seriously affected the ability of the Marsh to support desired fish and wildlife species.

14. The existing level of turbidity in the Marsh sloughs and bays is an important element of water quality in the Marsh. Changes in the amount of sediments in the water could have adverse effects on fish and wildlife populations. Increased sedimentation caused by soil erosion into tributary streams in the watershed would increase turbidity and reduce light penetration into the water. This could be detrimental to phytoplankton populations which form the basis of the aquatic food chain.

Based on these findings regarding how grading and development practices outside the Marsh but within the watershed could impact water quality within the Marsh, the Water Supply and Quality section of the Suisun Marsh Protection Plan established the following policy:

7. Disruption or impediments to runoff and stream flow in the Suisun Marsh watershed should not be permitted if it would result in adverse effects on the quality of water entering the Marsh. Riparian vegetation in the immediate Suisun Marsh watershed should be preserved, and stream modification permitted only if it is necessary to ensure the protection of life and existing structures from floods. Only the minimum amount of modification necessary should be allowed in such cases. Local runoff, erosion and sediment control ordinances should be established to protect the Marsh from potential adverse impacts.

In addition, the Land Use and Marsh Management section of the Plan established the following policies:

15. Any development in the Suisun Marsh watershed or secondary management area proposed for areas that have poor soil conditions for construction or that are seismically active, should be controlled to prevent or minimize earth disturbance, erosion, water pollution, and hazards to public safety. Local runoff, erosion, and sediment control ordinances should be established in the immediate Suisun Marsh watershed to protect the Marsh from these potential adverse effects.

16. Riparian vegetation in the immediate Suisun Marsh watershed should be preserved due to its importance in the maintenance of water quality and its value as Marsh-related wildlife habitat. Stream modification should only be permitted if it is proved necessary to ensure the protection of life and existing structures from floods and only the minimum amount of modification necessary should be allowed.

These three policies established in the Suisun Marsh Protection Plan have previously been adopted as general plan policies relating to water quality and are part of the County's component of the LPP. General Plan Water Quality Policies SM.P-13, SM.P-15, and SM.P-18, which are part of the County's component of the LPP, are implemented through the County's ordinances controlling grading, drainage, land leveling, and erosion.

Water Quality Policy SM.P-13 requires controls preventing disruption or impediments to runoff and stream flow that could adversely affect the quality of waters in or entering the Marsh, while Water Quality Policy SM.P-15 requires controls preserving riparian vegetation along tributary streams in the watershed and streams within the Marsh. These types of controls were previously in Chapter 9 at section 9-3(g) of the Solano County Code but have now been moved to Chapter 31 at section 31-20(c)(2). The streams within the watershed for which modifications may be permitted only if necessary to ensure protection of life and existing structures from floods are specifically identified and delineated on the figure entitled "Protected Channels of the Suisun Marsh Watershed," included as part of the County's component of the LPP in 1982. Because this figure is referenced in the updated version of Chapter 31 but not reproduced within that ordinance, it is attached to this 2018 Amendment of the County's LPP.

Within the Marsh, the County may require a Marsh Development permit in addition to a grading permit. Chapter 28 of the Solano County Code regulates the issuance of a Marsh Development permit within the Secondary Management Area of the Marsh. The Marsh Development permit process ensures that grading activities within the Marsh will not adversely impact water quality.

In combination, Chapters 28 and 31 of the Solano County Code implement the water quality policies of the County's component of the LPP both within the watershed and within the Suisun Marsh.

Consistency Between Provisions of the Suisun Marsh Protection Act and Existing County Policy

Section 29427 of the Marsh Act required the County to designate an area within the Watershed that should be retained in agricultural use, or in uses compatible with agricultural use, in order to ensure the long term agricultural use and productivity of agricultural lands within the Marsh. Within this designated area, the County was to do the following:

- (1) Determine the minimum size parcels necessary for long-term agricultural use and productivity,
- (2) Establish enforceable standards limiting or prohibiting land divisions or other types of development that are inconsistent with protection of the marsh and continued agricultural use,
- (3) Establish enforceable standards precluding agricultural uses by type and intensity that are inconsistent with the long-term preservation of the marsh, and
- (4) Limit special assessments against agricultural lands for the provision of public services, the demand for which is not generated by agricultural uses on such lands.

These requirements were not part of the County's component of the LPP but were instead to be completed prior to BCD's original certification of the County's component. The County fulfilled these requirements through the Board's adoption of Resolution No. 82-115 in June 1982. The Board designated an area 300 feet from the edge of the Suisun Marsh to be retained in agricultural use and determined that retention of this designated area in agricultural use, or uses compatible with agricultural use, would be sufficient to protect the long term agricultural use and productivity of lands within the Marsh.

Any change to the designation, standards, or limitation established pursuant to section 29427 does not become effective unless the County makes specific findings that the change will not adversely affect, directly or indirectly, the long term agricultural use and productivity of agricultural lands within the Marsh. Further, no such change becomes effective until the County has notified BCD. In order to make the specific findings required by section 29427 and to notify BCD of various changes, the County has updated the determinations made as part of Board Resolution No. 82-115.

Consistency of Existing Land Use Designations and Zoning Regulations for Certain Land in the Secondary Management Area of the Suisun Marsh West of Interstate 680 with Provisions of the Suisun Marsh Preservation Act

Sections 29403 and 29405 of the Marsh Act require the County to determine enforceable land use standards which are compatible with long-term preservation of the Marsh and to apply the standards to the secondary management area west of I-680.

In preparing its local component, the County reviewed the general plan land use designations and zoning regulations for the area. The hills above I-680 are designated Agriculture on the County's General Plan Land Use Diagram with a twenty-acre minimum parcel size under General Plan policy. The entire area is within the Exclusive Agriculture Zoning District with a minimum parcel size of twenty acres. It is County policy to place these land use and zoning designations upon lands that are intended for long term retention in agriculture. The Land Use designation and minimum parcel size are further governed by the Orderly Growth Initiative. Any change in land use from Agriculture is subject to voter approval under provisions of the Orderly Growth Initiative.

In addition, a portion of this area is governed by the Tri-City and County Cooperative Plan for Agriculture and Open Space Preservation. This plan was adopted by the County and the cities of Vallejo, Benicia, and Fairfield in 1994 as part of each jurisdiction's general plan. The plan is intended to protect land within the Cooperative Planning area in open space and agricultural use.

The Board of Supervisors has found the existing agricultural policies and regulations to be consistent with the long-term protection of agriculture and with the provisions of the Suisun Marsh Preservation Act and Protection Plan.

Areas Adjacent to the Suisun Marsh to be Retained in Uses Compatible with Protection of Long Term Agricultural Use within the Suisun Marsh

In preparing the local component of the Suisun Marsh Local Protection Program, the County has reviewed its existing general plan designations, general plan policies and zoning regulations in order to designate the area adjacent to the Marsh to be retained in agricultural use or uses compatible with long-term agricultural use so as to ensure long term agricultural use and productivity of agricultural lands within the Suisun Marsh. The County has established a zone 300 feet deep adjacent to the marsh boundary to meet the requirements of Section 29427 (a). A review of policies and regulations has also been conducted to establish compliance with Section 29427(b) which directs the County to establish certain enforceable standards to protect long term agriculture in the designated area adjacent to the Marsh. Documentation of compliance with the above-mentioned sections of the Public Resources Code is outlined below.

The County, as part of its 2008 General Plan update, has carefully studied and evaluated agricultural use and activity in Solano County. The County commissioned concurrent with the General Plan update an Agricultural Futures Study prepared by UC Davis Agricultural Issues Center. In addition, the General Plan Citizens Advisory Committee (CAC) established an Agricultural Subcommittee. Both the UC Davis study and the CAC Agriculture Subcommittee conducted workshops throughout the County to gather information and input from local farmers and landowners. The findings and recommendations from the UC Davis study and the CAC

Agricultural Subcommittee have been incorporated into a new Agricultural Chapter within the 2008 General Plan.

Within the Agricultural Land Use designation, the 2008 General Plan identifies ten separate agricultural regions throughout the County. Four Agricultural Regions surround the Suisun Marsh: Western Hills, Suisun Valley, Jepson Prairie and Montezuma Hills with minimum lot sizes identified for each region.

The Solano County Zoning Regulations contain an Exclusive Agricultural Zoning District (A) and the Zoning Regulations state that “the purpose and intent of the A district is to preserve lands best suited for permanent agricultural use from the encroachment of incompatible uses” and that A-20, A-40, A-80 and A-160 areas “shall be used exclusively for agriculture... and there is no reasonable probability of the removal or modification of this zoning restriction within the near future”.

The County has with the following agricultural regions established the following minimum parcel sizes and zoning districts: (1) Western Hills agricultural region west of I-680 established a 20-acre minimum lot size and applied the Exclusive Agricultural District with a minimum parcel size of 20 acres; (2) Suisun Valley agriculture region established a 20-acre minimum lot size and applied the Suisun Valley Agricultural District with a minimum parcel size of 20 acres; (3) Jepson Prairie agriculture region established a 160 acre minimum lot size and applied the Exclusive Agricultural District with a minimum parcel size of 160 acres; and (4) Montezuma Hills agricultural region established a minimum lot size of 160 acres and applied the Exclusive Agriculture District with a minimum parcel size of 160 acres. The General Plan agricultural land use designations and minimum lot sizes established for each agricultural region are further supported and protected through the Orderly Growth Initiative. Any change to the agricultural land use designations and/or minimum lot sizes established for each region under the 2008 General Plan is subject to voter approval.

Agriculture is a highly dynamic and rapidly changing industry. The agricultural regions represent a snapshot in time and reflect agricultural conditions present in the county at the time of the General Plan update. The agricultural characteristics that make these areas distinct regions also affect marketing and economic characteristics. For these reasons, the County believes that regions should be treated as units and that strategic plans, with specific policies and programs, should be developed to address the issues and needs unique to each region to maintain sustainable agricultural economy in the County.

Because of General Plan policies to protect agricultural lands in productive agricultural use, agricultural zoning districts which retain agricultural parcels in large farmable units, and the existing large parcel sizes of agricultural uses, the County has determined that an area 300 feet from the edge of the Suisun Marsh as shown on the map entitled “Boundaries of the Suisun Marsh” will be sufficient to protect the long-term agricultural use and productivity of agricultural lands within the Marsh.

Proposition 218, passed by the California Voters in 1996, prevents the County from imposing new assessments except with the approval of the majority of the property owners. In addition, Proposition 218 prevents assessments unless the property on which the assessment is levied receives a special benefit from the proceeds of the assessment. These provisions now incorporated into the California Constitution effectively limit any special assessment against

agricultural land for the provision of public services, the demand for which is not generated by agricultural uses on such land.

THE SOLANO COUNTY COMPONENT

PART I-A – SOLANO COUNTY GENERAL PLAN

Chapter 2 – Land Use

Land Use Designations

Table LU-5 provides a description of each General Plan land use designation and the range of density or intensity of development permitted within each category. The maximum allowable development on individual parcels is governed by these measures. General Plan land use designations are grouped into eight general categories: natural resource, agricultural, residential, commercial, industrial, public use, special purpose areas, and overlays. The following are excerpts from Table LU-5 describing the land use designations within the Suisun Marsh.

Table LU-5
General Plan Land Use Designations

1. Designation and Density or Intensity	2. Description
Natural Resources Designations	
WB Water Bodies and Courses	Applies to major waterways and lakes located within the county.
PR Park and Recreation	Provides for public park and recreation areas throughout the county.
M Marsh <i>1 du/250 ac</i>	Provides for protection of marsh and wetland areas. Permits aquatic and wildlife habitat, marsh-oriented recreational uses, agricultural activities compatible with the marsh environment and marsh habitat, educational and scientific research, educational facilities supportive of and compatible with marsh functions, and restoration of historic tidal wetlands.
Agricultural Designations	
AG Agriculture <i>Minimum lot sizes determined by agricultural region in Table AG-3 and Figure AG-4 in the Agriculture chapter</i>	Provides areas for the practice of agriculture as the primary use, including areas that contribute significantly to the local agricultural economy, and allows for secondary uses that support the economic viability of agriculture. Agricultural land use designations protect these areas from intrusion by nonagricultural uses and other uses that do not directly support the economic viability of agriculture. Agricultural areas within Solano County are identified within one of 10 geographic regions. Within these regions, uses include both irrigated and dryland farming and

**Table LU-5
General Plan Land Use Designations**

1. Designation and Density or Intensity	2. Description
	grazing activities. Agriculture-related housing is also permitted within areas designated for agriculture to provide farm residences and necessary residences for farm labor housing.

Public Use Designation

PQP Public/ Quasi-Public	Provides for airports, schools, solid waste facilities, hazardous waste facilities, and other public and quasi-public facilities.
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Residential Designations

TC-R Vallejo Unincorporated & Collinsville Areas 1-10 du/ac	<p>Recognizes current residential and mixed-use communities located outside agricultural and municipal service areas where previous development has occurred at higher densities or intensities than currently allowed under County policy. The Traditional Community designation is intended to preserve and enhance the character and quality of these communities but is not to be applied to areas where the area of the residential community is anticipated to expand. Within Traditional Community residential areas, future infill residential and mixed-use development may occur.</p> <p>Two categories of Traditional Community are established: (1) TC-R, exclusively residential (e.g., Green Valley, Rockville, Willotta Oaks, Collinsville, Snug Harbor and unincorporated areas within Vallejo and Fairfield); and (2) TC-M, mixed-use residential and commercial communities (e.g., Old Town Cordelia, Elmira, Birds Landing and unincorporated areas within Vallejo). Within the Vallejo Unincorporated and Collinsville areas, a higher density range has been applied to reflect existing density range within these communities.</p>
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Commercial Designations

CR Commercial Recreation 0–0.3 FAR	Provides for privately owned recreational facilities, including campgrounds, special occupancy vehicle parks, floating home communities, golf courses, and recreational boat marinas. Complementary commercial facilities are also allowed with the primary use including restaurants, commercial lodging, retail shops, boat sales, boat launching ramps, and facilities for boat construction and repair.
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**Table LU-5
General Plan Land Use Designations**

1. Designation and Density or Intensity	2. Description
Industrial Designations	
WDI Water Dependent Industrial 0–0.3 FAR	<p>This designation is specifically designed to accommodate water dependent industrial development along the Sacramento River. These are defined as:</p> <ul style="list-style-type: none"> a) Waterfront storage facilities – Ship cargo storage handling facilities immediately contiguous and with a functional relationship to a berthing facility; b) Waterfront manufacturing or processing facilities – Manufacturing or processing operations which require frontage on navigable waters to receive raw materials and/or to distribute processed materials by ship; c) Water-using facilities – Power plants and desalinization plants requiring large quantities of water for intake and waste assimilation; d) Support facilities – Uses in addition to those described above which are required to support the operation of a permitted waterfront use; and e) Associated manufacturing or processing uses – Those uses which must be in proximity to a demonstrated water-dependent manufacturing or processing use. <p>Industrial development shall be located and developed in a manner that protects significant marshland and wetland habitats and the water quality of the area. Wetland resources may be enhanced or restored, provided that the viability of the site for industrial development is preserved.</p>
Overlays	
RCO Resource Conservation Overlay	<p>Identifies and protects areas of the county with special resource management needs. This designation recognizes the presence of certain important natural resources in the county while maintaining the validity of underlying land use designations. The overlay protects resources by (1) requiring study of potential effects if development is proposed in these locations, and (2) providing mitigation to support urban development in cities.</p> <p>Resources to be protected through this overlay are those identified through technical studies as the highest priority areas within the habitat conservation planning process. Conservation measures used to achieve the County's resource goals vary based on the targeted resource.</p>

Table LU-5
General Plan Land Use Designations

1. Designation and Density or Intensity	2. Description
	Removal of a Resource Conservation Overlay from a subject property may be possible through a General Plan amendment.
Notes: du/ac = dwelling units per acre; FAR = floor-area ratio	

Special Study Areas

As part of the General Plan update process, special community participation programs were conducted in four special study areas. These four areas (Middle Green Valley, Suisun Valley, Old Town Cordelia, and Collinsville) face unique planning issues. The process of planning for special study areas focused attention on each area's particular issues and concerns. Goals and policies were established for each area based on the input from the community.

Collinsville

The Collinsville Special Study Area includes about 8,500 acres located in the extreme southeastern portion of Solano County. Located south of SR 12 approximately 10 miles southwest of Rio Vista and 15 miles southeast of Travis AFB and Fairfield, Collinsville is bordered on the south and southwest by the Sacramento River and on the west by Montezuma Slough and Suisun Marsh.

Current land uses in Collinsville include natural resources land, utility operations, publicly owned open land, residences, wind farms, and agricultural lands. Dry farming, which rotates between grain and grazing sheep, is the major agricultural practice in this area. Much of the land used for dry farming is also used for production of wind energy.

Pacific Gas and Electric Company and the Sacramento Municipal Utility District both own large tracts of land in the Collinsville area. A cluster of fewer than 20 homes is located in the southern portion of the area along Collinsville Road. Another cluster of homes and businesses serving the local area is located in Birds Landing, at the northern edge of the area, where Collinsville and Birds Landing Roads intersect.

Community Involvement Process

Five public workshops were held to shape the land use plan, including policies and implementation programs for Collinsville. These items were subsequently reviewed with the Citizens' Advisory Committee, Planning Commission and the Board of Supervisors. The issues summarized below were recurring points of discussion that resonated throughout each of the workshops.

Maintain Residential Character of Collinsville and Birds Landing

Starting at the first workshop, many residents expressed a desire to keep Collinsville, and to a lesser extent Birds Landing, as they are right now. There was less discussion of Birds Landing due to more limited attendance from residents of that portion of the study area. Discussion of residential uses and designations often became confusing due to the fact that the current General Plan and Zoning designations for the Collinsville town site are inconsistent with the land

uses actually found there. Most of the resident participants who reiterated that they wanted to 'keep it the way it is' were referring to the existing land uses, but a smaller number of residents were actually referring to either the General Plan designation (Commercial Recreation in Collinsville) or the Zoning designation (Extensive Agricultural in Collinsville).

Industrial Uses

There was extensive discussion of industrial development in the Collinsville area. This was initially focused on a single proposal for industrial development on land that was formerly owned by Dow Chemical and is currently owned by the Sacramento Municipal Utility District (SMUD). As the workshops continued, representatives of the Pacific Gas and Electric Company and SMUD attended workshops, and comments in writing were submitted by landowners, which expanded the conversation to industrial uses in general and the types of industrial uses that should be permitted.

Marsh and Other Natural Resources

The condition of the Suisun Marsh and other natural resource areas within the study area was discussed frequently. Many residents commented that they liked living in an area with so many natural resources and would like to see them restored and preserved, rather than developed.

Infrastructure/Roadways

There was discussion of two infrastructure issues. The first was provision of septic for the existing homes in Collinsville. The second was traffic impacts that could result from industrial development.

Collinsville Land Use Plan

Based on the community input from the public workshops, the land use plan for Collinsville is intended to maintain the residential character of Collinsville and Birds Landing, retain the possibility for future industrial development outside of the existing community, and protect the condition of Suisun Marsh and other natural resource areas.

Extensive changes were made to the land use designations found in the 1979 *Collinsville–Montezuma Hills Area Plan and Program*; however, the focus will remain on providing land for industrial uses that rely on the Collinsville area's unique access to the Sacramento River and wind resources, with a focus on production of renewable energy. Expanded focus is given to maintaining and enhancing the current traditional communities of Collinsville and Birds Landing and ensuring that uses in other parts of the study area are compatible with those communities. The land use diagram for Collinsville is presented in Figure SS-5.

Goal and Policies

The following goal and policies were developed based on community input and along with the land use diagram will be used to review and update the Collinsville-Montezuma Hills Area Plan.

Goal

- SS.G-3: Protect and maintain the historic communities of Birds Landing and Collinsville while continuing to provide opportunities for industrial development that are compatible with the Collinsville area.

Policies

- SS.P-20: Explore historic preservation for historic buildings located within the study area.
- SS.P-21: Preserve the residential character of the Collinsville town site; ensure that any future nonresidential uses are compatible with the residential character and that an adequate buffer is established between residential and nonresidential uses.
- SS.P-23: Focus on renewable energy in the development of Water Dependent Industrial uses.
- SS.P-24: Provide adequate circulation for new industrial development in the Water Dependent Industrial land use designation, and protect circulation for adjacent, nonindustrial land uses, including agricultural and other local traffic.
- SS.P-25: Support the development of Commercial Recreation uses in designated portions of the Collinsville town site.
- SS.P-26: Maintain and support the expansion of neighborhood commercial uses appropriate for the traditional community in Birds Landing.
- SS.P-27: Protect existing historic communities from floodwaters by supporting the ongoing maintenance of levees and other flood control mechanism

PART I-B – SOLANO COUNTY GENERAL PLAN

Chapter 4 – Resources

Suisun Marsh

The Marsh designation has been applied to the Suisun Marsh on the Land Use Diagram. This designation is designed to preserve and enhance the quality and diversity of marsh habitats. Uses in marsh designated areas should be restricted to aquatic and wildlife habitat; marsh-oriented recreational uses; agricultural activities compatible with the marsh environment and which protect the habitat value of marsh areas; and educational and scientific research opportunities and resources; and restoration of historic tidal wetlands by such actions as raising site elevations through placement of approved dredged sediments, breaching levees, and reintroduction of tidal action.

The Primary Management Area as established in the Suisun Preservation Act of 1977 is shown in Figure RS-3. This area consists of tidal marshes, seasonal marshes, managed wetlands, and lowland grasslands. It is the intent for this area to remain in its existing marsh and related uses as provided for in the Suisun Marsh Local Protection Program. Within the Primary Management Area lands are generally to be retained in minimum parcel sizes of 250 acres.

The Secondary Management Area established in the 1977 Act and shown in Figure RS-3 is designated for agricultural use. This area includes portions of four agricultural regions as shown in Figure AG-4. They include the Western Hills region, Suisun Valley region, the Jepson Prairie region, and the Montezuma Hills region. These areas within the Secondary Management Area consist of upland grasslands and agricultural lands and serve as buffers to the wetland areas. The Secondary Management Area is designed to assure retention of upland areas adjacent to the Marsh in uses compatible with its protection as provided for in the Suisun Marsh Preservation Act. Within the Secondary Management Area, lands within the Western Hills west of I-680 are generally to be retained in minimum parcel sizes of 20 acres and east of I-680 in minimum parcel sizes of 160 acres. In the Suisun Valley region of the Secondary Management Area, lands are generally to be retained in minimum parcel sizes of 80 acres and lands in the Jepson Prairie and Montezuma Hills regions of the Secondary Management Area are generally to be retained in minimum parcel sizes 160 acres. The County has applied Marsh Preservation (MP) and Suisun Marsh Agricultural (A-SM) zoning districts to the Primary and Secondary Management Areas, consistent with the General Plan.

The Marsh designation in the Water Related Industry Reserve area, a part of the Secondary Management Area and shown in Figure RS-3, will be managed in the same fashion as if it were a part of the Primary Management Area.

Under the Suisun Marsh Preservation Act, all public and private development activities within the Primary and Secondary Management Areas of the Suisun Marsh shall be consistent with the policies and provisions of the certified Suisun Marsh Local Protection Program. Development within the portion of the Secondary Management Area west of I-680 and outside the boundaries of the City of Fairfield must be consistent only with the watercourse protection and erosion and sediment control provisions of the certified Local Protection Program.

In addition to the Suisun Marsh, a number of important habitat areas also exist along the County's significant water courses in the Suisun Marsh watershed. The water quality and riparian habitat of these watercourses will be preserved through the control of erosion, sedimentation, and runoff resulting from adjacent use and development.

Policies

General Plan policies governing the Suisun Marsh are contained in Chapter 12, Suisun Marsh Local Protection Program.

Figure RS-3

Figure RS-3, Delta and Marsh Protection Areas, reflects the BCDC Suisun Marsh Protection Plan map as amended by BCDC to show the Water Related Industrial Reserve area consistent with 2008 General Plan Land Use Diagram for the Water Dependent Industrial designation in the Collinsville area.

PART I-C – SOLANO COUNTY GENERAL PLAN

Chapter 8 – Public Facilities and Services

Solid Waste

Planning Context

The San Francisco Bay Conservation and Development Commission prepared the Suisun Marsh Preservation Plan for the orderly and long-range conservation, use, and management of the natural, scenic, recreational, and manmade resources of the Marsh. The Legislature implemented the recommendations of the Plan in the manner provided in the Suisun Marsh Protection Act of 1976. Among the land uses expressly provided for under the Act is the Potrero Hills Landfill facility, which is located in the Secondary Management Area of the Suisun Marsh. Section 29409 of the Suisun Marsh Preservation Act provides:

“the local protection program may not preclude future development of a new solid waste disposal site in the Potrero Hills if it can be demonstrated that construction and operation of solid waste facilities at that site would not have significant, adverse ecological or aesthetic impacts on the marsh”.

In recognition of this provision of the Act, the Public/Quasi-public land use designation applied to the Potrero Hills Landfill shall be temporary and limited to only a solid waste facility established consistent with Policy SM.P-28 of Chapter 12. Expansion of the landfill facility within the area designated for Public/Quasi-public land use may be approved if such expansion would not have a significant adverse ecological or aesthetic impact on the Marsh. No other Public/Quasi-public facilities and uses shall be permitted at this site. When the Potrero Hills Landfill is closed, the land use designation for this area shall revert to Agriculture, which shall allow for maintenance of the site in accordance with an approved postclosure maintenance plan.

Policy

PF.P-31: The Public/Quasi-public land use designation applied to the Potrero Hills Landfill is a temporary designation and shall be limited to only a solid waste facility that is established consistent with Solano County *Suisun Marsh Local Protection Program*. The temporary designation is for the life of a facility, as permitted. Once the facility is closed, the agricultural land use designation will be restored and in effect.

PART I-D – SOLANO COUNTY GENERAL PLAN

Chapter 12 – Suisun Marsh Local Protection Program Policies

INTRODUCTION

The Suisun Marsh is shown in Figures SM-1 and SM-2. The County is required to prepare and adopt a component of the Local Protection Program to implement the Suisun Marsh Preservation Act of 1977 (Marsh Act) and the Suisun Marsh Protection Plan within the Suisun Marsh Primary and Secondary Management Areas (See Chapter 4, Suisun Marsh). The County Component of the Local Protection Program is comprised of policies contained in the County General Plan and County Code provisions, including the Zoning Ordinance (Chapter 28) and Grading, Drainage, Land Leveling and Erosion Control Ordinance (Chapter 31).

RELATIONSHIP TO OTHER GENERAL PLAN CHAPTERS

The County Component of the Suisun Marsh Local Protection Program includes this Chapter 12 and the following General Plan provisions:

Chapter 2, Land Use

Table LU-5

WB Water Bodies and Courses

PR Park and Recreation

M Marsh

A Agriculture

PQP Public/ Quasi-Public

TC-R Traditional Community Residential

CR Commercial Recreation

WDI Water Dependent Industrial

Special Study Area – Collinsville subsection; Goal SS.G-3 ; Policies SS.P-20, SS.P-21, SS.P-23, SS.P-24, SS.P-25, and SS.P-27; Figure SS-5

Chapter 4, Resource

Marsh and Delta Areas – Suisun Marsh subsection; Figure RS-3

Chapter 8, Public Facilities and Services

Potrero Hills Landfill discussion in Solid Waste section; Policy PF.P-31

LAND USE DIAGRAM

Within the Suisun Marsh Management area, the following land use designations apply:

Water Bodies and Courses

Park and Recreation

Agriculture

Public/Quasi-Public
Traditional Community – Residential
Commercial Recreation
Water Dependent Industrial

These land use designations are described in Chapter 2, Land Use, and are shown on the Suisun Marsh Land Use Diagram in Figure SM-3.

SUISUN MARSH POLICIES

BIOLOGIC RESOURCES

The Suisun Marsh represents an area of significant aquatic and wildlife habitat and is an irreplaceable and unique resource to the residents of Solano County, the state and nation. The Marsh comprises approximately 85,000 acres of tidal marsh, managed wetlands, and waterways. It is the largest remaining wetland around San Francisco Bay and includes more than ten percent of California's remaining wetland area. The Marsh is also a wildlife habitat of nationwide importance in that it provides wintering habitat for waterfowl of the Pacific fly-way. Because of its size and estuarine location, it supports a diversity of plant communities which provide habitats for a variety of fish and wildlife, including several rare and endangered species.

The Suisun Marsh Preservation Act delineates two management areas within the Marsh. The Primary Management Area consists of tidal marshes, seasonal marshes, managed wetlands, and lowland grasslands within the Marsh. The Secondary Management Area is comprised of upland grasslands and cultivated lands, which serve as significant buffers to the Marsh.

The tidal marshes, managed wetlands, seasonal marshes, and the lowland grasslands of the Primary Management Area represent a vital resource for many forms of marsh wildlife. Most of the wetlands in the Marsh are managed wetlands that are artificially flooded and cultivated to enhance the production of preferred waterfowl food plants. The tidal marshes, which occur on the edges of the bays and sloughs, are exposed to the natural daily tidal rhythm. Seasonal marshes are found adjacent to the managed wetlands in several areas. They are low-lying lands that are flooded annually by winter and spring rains, and dry out with the approach of summer. Between the wetlands and the upland grasslands lies a "transition zone" of lowland grasslands, which supports a mixture of plants common to both the wetlands and the upland grasslands. Because of their critical importance to Marsh wildlife, these areas should be managed so as to preserve and enhance marsh habitat while limiting agricultural use to practices consistent with wildlife use.

The upland grasslands and cultivated lands of the Secondary Management Area provide habitat for marsh-related wildlife, but more importantly, by their location and existing uses, they buffer the wetlands and lowland grasslands from the adverse impacts of both urban development and other upland land uses and practices incompatible with preservation of the Marsh. Within this upland area, existing grazing and agricultural uses should continue, and agricultural practices favoring wildlife use and habitat enhancement should be encouraged.

Wildlife Habitat Management and Preservation

Wildlife habitat within both the Primary and Secondary Management Areas of the Suisun Marsh shall be managed and preserved through the following policies:

- SM.P-1: The diversity of habitats in the Suisun Marsh shall be preserved and enhanced wherever possible to maintain the unique wildlife resource.
- SM.P-2: The Marsh waterways, managed wetlands, tidal marshes, seasonal marshes, and lowland grasslands, which are critical habitats for marsh-related wildlife and are essential to the integrity of the Suisun Marsh, shall be protected from degradation. Habitat areas that have become degraded or are of marginal value should be restored or enhanced, where feasible, if other values of the Marsh would not be adversely impacted.
- SM.P-3: The eucalyptus groves in the Marsh, particularly those on Joyce and Grizzly Islands, should not be disturbed.
- SM.P-4: Burning in the Primary Management Area is a valuable management tool. However, it should be kept to a minimum to prevent uncontrolled fires, which may destroy beneficial plant species and damage peat levees, and to minimize air pollution.
- SM.P-5: Where feasible, historic marshes should be returned to wetland status, either as tidal marshes or managed wetlands. If some of the managed wetlands are no longer needed for waterfowl hunting, they should also be restored as tidal marshes.
- SM.P-6: The County's zoning and subdivision ordinances shall limit or prohibit land divisions or other types of development that are inconsistent with protection of the Marsh.

Agriculture

The following policies apply to agricultural uses within the Suisun Marsh:

- SM.P-7: Agriculture within the Primary Management Area of the Suisun Marsh should be limited to activities compatible with, or intended for, the maintenance or improvement of wildlife habitat. These include agricultural uses such as grain production and grazing. Agricultural activities involving removal or persistent plowing of natural vegetation should not be permitted. Grain production should be confined to the Grizzly Island Wildlife Area and relatively small, well-suited areas of some of the large duck clubs. Grazing should be used to control vegetation on duck clubs where plant cover is sub-optimum for waterfowl use and should be discouraged on those clubs where there is already a good mixture of preferred waterfowl food plants. Grazing pressures should not exceed sound range management practices.
- SM.P-8: Agricultural uses consistent with protection of the Marsh, such as grazing and grain production, should be maintained in the Secondary Management Area. In the event such uses become infeasible, other uses compatible with protection of the Marsh should be permitted. The value of the upland grassland and cultivated lands as habitats for marsh-related

wildlife should be maintained and enhanced where possible by planting or encouraging valuable wildlife food or cover plant species.

SM.P-9: Existing non-agricultural uses on sites within the Secondary Management Area, such as Potrero Hills Landfill (former Solano Garbage Company), Universal Propulsion Co. Inc. (former Goodrich and Explosive Technology Corporation), FP Smith Parts and Equipment, Flatiron Construction, and others, should be allowed to continue if they are conducted so that they will not cause adverse impacts upon the Marsh. Any change in uses of these sites should be compatible with the preservation of the ecological and aesthetic resources of the Marsh.

SM.P-10: Within the Marsh, the County shall limit special assessments against agricultural lands for the provision of public services, where the demand for such services is not generated by agricultural use on the land.

WATER QUALITY AND FLOOD CONTROL

The Suisun Marsh is located where the salt water of the Pacific Ocean and fresh water of the Sacramento and San Joaquin River Delta meet and mix. Because of its location, it provides a transition between salt and fresh water habitats, which creates the unique diversity of fish and wildlife habitats characteristic of a brackish marsh. Water quality in the Marsh today is generally adequate, in terms of salinity, turbidity, temperature, and pollution levels. The salinity level, however, is almost totally dependent upon the amount of fresh water flowing in from the Delta, since it is this inflow that limits the intrusion of saline ocean waters. Numerous upstream storage facilities, together with diversions of water from the Delta and the tributary streams of the Delta, have substantially reduced the amount of fresh water flowing into the Delta, with a resultant increase in salinity intrusion into the Marsh and Delta.

Other sources of fresh water to the Marsh are groundwater, wastewater discharge, and surface runoff from the Marsh watershed. The Fairfield-Suisun groundwater basin drains into the Marsh by subsurface flow and provides fresh water mixing and flushing action. It is recharged with fresh water runoff from the watershed by percolation on the Suisun Valley floor and along the stream channels. Any disruption or impedance of runoff and streamflow such as might occur from stream channelization or further upstream diversions within the watershed may adversely affect the function of the groundwater basins and their relationship with the Marsh. Additionally, any substantial removal of groundwater by pumping or subsurface drainage could interrupt natural subsurface discharges into the fresh water aquifers. Waste water flows into the Suisun Marsh area that can affect water quality come from four principal sources: municipal sewage treatment plants, industrial discharges, agricultural return, and stormwater runoff from the watershed.

Future changes in land uses in the Suisun Marsh and its watershed could affect water quality through changes in turbidity, temperature, or pollution levels. The riparian habitats in streams tributary to the Marsh are important to the continued high quality of water in the Marsh sloughs. This vegetation helps to retain proper water temperatures in the stream channels and filters sediments that would be carried into the Marsh sloughs. Increased sedimentation caused by soil erosion into tributary streams in the watershed would increase turbidity in the Marsh.

The following policies are intended to preserve water quality and reduce flood hazards in the Suisun Marsh:

- SM.P-11: Projects designed to import or redistribute the fresh water in the Marsh for salinity control should be planned carefully so that the expected benefits are realized. Furthermore, any proposed import project should be studied to determine if the project would adversely affect the Marsh by encouraging urban and industrial growth in the Marsh area. No import project should be constructed if the adverse environmental impacts of growth on the Marsh would outweigh the possible beneficial impacts of salinity control.
- SM.P-12: To prevent crop damage in some areas, the withdrawal of groundwater from the underground aquifers surrounding the Marsh may be desirable. Withdrawal should not be so extensive as to allow the salt water of the Marsh to intrude into fresh water aquifers, or to disrupt the natural subsurface flow of groundwater into the Marsh.
- SM.P-13: The County's Grading, Drainage, Land Leveling, and Erosion Control Ordinance should be administered in a manner that protects the Marsh from potential significant adverse water quality impacts. Disruption or impediments to natural patterns and volumes of surface runoff and stream flow in the Suisun Marsh and its watershed should not be permitted if it would result in significant adverse effects on the quality of water in or entering the Marsh. Any development in the Suisun Marsh or its watershed proposed for areas that have poor soil conditions for construction, or that are seismically active, should be controlled to prevent or minimize earth disturbance, erosion, water pollution, and hazards to public safety.
- SM.P-14: Any development of industrial facilities in the Suisun Marsh or its watershed should be designed and conditioned to eliminate significant adverse environmental impacts on the water quality of the Suisun Marsh. Activities that could significantly alter the temperature, salinity, or turbidity of the water should be prohibited. Industrial facilities that will increase the potential for spills of toxic and hazardous materials should not be permitted unless it is established that spills of such materials will not represent a significant threat to the Marsh.
- SM.P-15: Riparian vegetation in the Marsh and the immediate Suisun Marsh watershed should be preserved due to its importance in the maintenance of water quality and its value as marsh-related wildlife habitat. Removal of riparian vegetation adjacent to watercourses in the Marsh or in the immediate Suisun Marsh watershed that would increase sedimentation or runoff in or into the Marsh should not be permitted if it would cause a significant adverse environmental impact on the Marsh. Any stream modification in the immediate Suisun Marsh watershed that would involve removal of significant existing riparian vegetation should be permitted only where necessary to ensure the protection of life or existing structures from floods, and in such cases, only the minimum amount of modification necessary should be allowed.

- SM.P-16: Within the Suisun Marsh and its watershed, sound agricultural practices which conserve water quality and riparian vegetation shall be encouraged.
- SM.P-17: Public roadway construction and improvement activities should be subject to restrictions permitting the natural water movement necessary to sustain the marsh environment.
- SM.P-18: Upstream land use practices that contribute to increased rates of surface water runoff should be prohibited or regulated to prevent significant adverse impacts to water quality in the Marsh.

NATURAL GAS

Several thousand feet below the tidal marshes, managed wetlands, sloughs, and bays of the Suisun Marsh are geologic formations that contain trapped accumulations of natural gas. These formations and the accumulated gas constitute the Suisun Marsh gas fields. Gas has been extracted from the Suisun fields since their discovery in 1938. However, due to high demands for natural gas as a fuel and the limited nature of the resource, the fields are expected to be completely depleted in the future. After the depletion of the fields, the remaining geologic formations may be suitable for the underground storage of natural gas extracted from other fields and transported to the Bay Area by pipeline or tanker.

Provisions for natural gas exploration, operation, and storage shall be controlled through the following policies:

- SM.P-19: Transportation of natural gas by underground pipeline is the most economical and safe method of gas transportation in the Suisun Marsh area. Future gas pipelines should be permitted if they are consistent with the Suisun Marsh Protection Plan and if the design and construction meet the following standards:
- a. Existing pipeline systems are utilized to the maximum extent feasible.
 - b. The pipeline design meets all applicable safety standards of the Office of Pipeline Safety Operations and other regulatory agencies.
 - c. The pipeline route avoids tidal marshes and managed wetlands wherever possible and, if that is not possible, the route crosses as little marsh or managed wetland as possible.
 - d. Wide track or amphibious construction equipment is used in tidal marsh or managed wetland areas. Pads or mats are used as needed to prevent any construction equipment from sinking into the soft marsh muds and damaging the marsh plants.
 - e. The "trench and push" construction method is used in all tidal marsh and managed wetland areas where feasible, so that the construction zone is kept as small as possible and the minimum

amount of heavy equipment passes through the marsh or wetland area.

- f. Prior to any pipeline construction or related activities in the Marsh, the contractors should consult with the Department of Fish and Wildlife to determine at what time such construction or related activities should be conducted so as to create the least possible adverse impact on breeding, migration, or other fish and wildlife activities.
- g. Prior to any underground pipeline construction in the Marsh, the contractors should consult with the Solano County Mosquito Abatement District to ensure existing recirculation water ditches are not blocked and levees are adequately repaired after pipeline construction, or that effective mosquito control measures are maintained.
- h. At slough, mudflat, and bay crossings of gas pipelines, the trench is dredged in a manner that minimizes turbidity and prevents interference of the dredging operation with fish or wildlife.
- i. A regular surface and aerial inspection of the pipeline route is carried out as required by the Office of Pipeline Safety Operations.

SM.P-20: If additional gas wells or ancillary facilities are required for gas exploration, production, or injection, the drilling should be accomplished with the following safeguards:

- a. Drilling operations should conform to the regulations of the California Division of Oil and Gas designed to prevent damage to natural resources.
- b. The drilling operation is confined to as small an area as possible and does not irreversibly damage unique vegetation or fish and wildlife habitats.
- c. After drilling is complete, all drilling muds, water waste, and any other fluids are removed entirely from the site and disposed of in a manner that does not adversely affect the Marsh.
- d. All buildings, tanks, "Christmas trees" or other facilities related to the production or storage of natural gas do not result in the permanent loss of water surface in the Marsh.

SM.P-21: Construction and drilling in tidal marsh and managed wetland areas should occur only during the dry months of the years (generally April 15 through October 15) when these activities would not disturb wintering waterfowl.

SM.P-22: If gas wells are abandoned, they should be sealed in accordance with Division of Oil and Gas regulations; the drilling or production facilities

should be removed; and the surface area should be revegetated with native vegetation within one growing season after abandonment.

SM.P-23: Storage of natural gas in depleted gas reservoirs is a reasonable use of the resource and should be permitted. Storage facilities should meet all safety standards of the Division of Oil and Gas.

SM.P-24: Because the Suisun Marsh offers both natural gas and depleted gas fields suitable for gas storage, and because it is close to the urban Bay Area and the proposed waterfront industrial area on the Sacramento River, gas will probably continue to be transported out of, into, and around the Marsh. All gas transportation into and out of the Marsh is now by underground pipeline systems. If other types of systems for the transport or storage of liquefied natural gas (LNG) are proposed for the Suisun Marsh area, a detailed investigation of the hazards and impacts of LNG facilities should be carried out before approval of the facilities.

UTILITIES, FACILITIES, AND TRANSPORTATION

Construction of utilities, other public or quasi-public facilities, and transportation systems in the Suisun Marsh can: (1) disrupt the Marsh ecosystem at the time of construction; (2) have lasting effects on wildlife by forming barriers and obstacles to their movement and flight patterns; and (3) stimulate urban development by providing services that are a prerequisite for such development.

The following policies are intended to protect the Marsh from such facilities:

SM.P-25: In the Suisun Marsh, improvements to public utility and transportation facilities should follow these planning guidelines:

- a. New electric power transmission utility corridors should be located at least one-half mile from the edge of the Marsh. New transmission lines, whether adjacent to the Marsh or within existing utility corridors, should be constructed so that all wires are at least six feet apart.
- b. Urban utilities and public services (e.g., natural gas lines, electric lines for local power distribution, domestic water mains, and sewers) should be allowed to extend into the Suisun Marsh and the adjacent upland area necessary to protect the Marsh only to serve existing uses and other uses consistent with protection of the Marsh, such as agriculture. However, utilities in the Secondary Management Area necessary for the operation of water-related industry within the area designated for such use in the Suisun Marsh Protection Plan at Collinsville would be permissible.
- c. Within the Marsh, new electric lines for local distribution should be installed underground unless undergrounding would have a greater adverse environmental effect on the Marsh than above-ground construction, or the cost of underground installation would be so expensive as to preclude service. Any distribution line

necessary to be constructed above ground should have all wires at least six feet apart.

- d. New telephone lines installed in the Marsh and within one-half mile of the Marsh should be buried underground whenever possible. All new telephone cables routed through the Suisun Marsh area should be buried, and the alignment should avoid wetland areas whenever possible.
- e. New roadways (highways, primary and secondary roads) and rail lines that form barriers to movement of terrestrial wildlife should not be constructed in the Suisun Marsh or in adjacent uplands that are necessary to protect the Marsh, except where such roadways and rail lines are necessary in the Secondary Management Area for the operation of water-related industry and port uses within the area designated by the Protection Plan as a water-related industry reserve area at Collinsville. Rail access to serve the water-related industrial reserve area may be permitted within the existing Sacramento Northern Railroad right-of-way or along the east side of the Marsh, whichever route would result in the least disturbance to wetlands and wildlife. Wherever possible, rail access to the Sacramento River and through the area designated as a water-related industrial reserve area should be located above the 10 foot contour in order to avoid adverse impacts to wetlands. Whenever the reconstructed line would pass through wetland areas, it should be constructed on trestles or in a manner which allows for the natural movement of water and wildlife beneath the alignment.
- f. The Solano County General Plan acknowledges the need for the possible expansion of Highway 12. When traffic loads warrant the widening of Highway 12, such expansion must be designed so as to minimize adverse environmental impacts on the Marsh.

SM.P-26: Underground pipelines, wires, and cables should be permitted in the Suisun Marsh if no alternative route is feasible and they are designed and constructed to meet the following standards;

- a. Installation of pipelines, wires, and cables (particularly local service utilities) are located within existing road rights-of-way whenever possible.
- b. All pipelines passing through the Suisun Marsh meet Pipeline Safety Regulations of the U.S. Department of Transportation regarding pipe thickness, pressure limiting devices, emergency shut-down valves and other safety design criteria.
- c. Whenever construction occurs within the wetlands, it is confined to the dry months (generally April 15 through October 15) to minimize disturbance of wetland vegetation, wintering migratory waterfowl, other water-associated birds, and nesting resident birds.

- d. In wetland areas, wide-track or amphibious construction equipment is used to reduce the bearing weight of the equipment unless pads are laid to support the heavy machinery and to prevent it from sinking into the soft marsh soil. Equipment movement to the construction site within the Suisun Marsh is limited to roads in the immediate vicinity of the pipeline, wire, or cable being installed to minimize disruption of Marsh wildlife habitat. The construction site is well defined and clearly marked so that workers do not disturb adjacent Marsh areas.
- e. When a trench is cut to install a pipe, wire, or cable, excavation is only slightly wider than the utility line to be buried to minimize wetland disturbance.
- f. When pipelines are being installed across wetlands, the "trench and push" method of construction is employed. This construction method, the least damaging to the wetlands because it avoids the need for heavy equipment alongside the trench to install the pipe, involves filling the excavated trench with water and pushing or pulling the assembled pipe through the Marsh trench.
- g. Tidal marsh and managed wetlands disturbed during pipeline, wire, or cable construction will generally revegetate naturally within one growing season if the top layer of soil and vegetation is stockpiled when the trench is first dug and replaced on top of the backfilled trench to facilitate revegetation. If a completed trench is not revegetated within one growing season in a managed wetland, the disturbed area must be reseeded with appropriate native plant seed.
- h. In water areas (bays and sloughs), dredging and pipe and cable installation is scheduled so as to avoid major fish migrations.

SM.P-27: To protect the Suisun Marsh from potential accidental drainage of toxic materials, any use of the former Pacific Reclamation and Disposal, Inc. site should meet all requirements of the Regional Water Quality Control Board, and any future dam construction to contain waste material should meet all requirements of appropriate regulatory agencies, such as the Division of Dam Safety. Any future expansion, construction, or operation of the former Pacific Reclamation facility should be away from the steep slopes of the hills that front directly on the Marsh.

SM.P-28: The Potrero Hills Landfill should be permitted to continue its County-approved operation until it reaches final capacity and is closed. Expansion of this facility could impact upland grassland areas, which provide valuable habitat for marsh-related wildlife. However, pursuant to section 29409 of the Suisun Marsh Preservation Act, expansion of the Potrero Hills Landfill should be permitted if it can be shown that the construction and operation of such facilities will not have significant adverse ecological or aesthetic impacts on the Suisun Marsh.

- SM.P-29: Material Disposal Company's debris disposal facility, which is currently not in operation, should not be permitted to resume functioning because its operation would involve fill in tidal marsh and is not compatible with preservation of the Suisun Marsh.
- SM.P-30: Extraction and removal of minerals or natural materials from existing quarries and borrow areas within the Secondary Management Area of the Suisun Marsh should be allowed to continue where not in conflict with protection of the Marsh and in conformance with County Codes. Sites governed by the above provisions include: Two on the Tule Vista Livestock Company properties, of which one is located east of Scally Road and the other located northeast of Beldon's Landing, one on the Guy Stewart property 1,500 feet west of Shiloh Road, two on the Barnes property 8,000 feet west of Shiloh Road in the Kirby Hills, and two on the Wagent property 3,000 feet west of Shiloh Road. These are in addition to existing sites under County land use permit.
- SM.P-31: In order to improve marsh management, it is important to improve and maintain exterior and interior levee systems, as well as other water control facilities on public and privately-owned managed wetlands. Hauling excessive amounts of earth material on public roads for levee maintenance use can have a detrimental effect on the roads. In order to minimize impacts on existing public roads on the Marsh, earth levee maintenance materials may be transferred from a shore site to barges for transporting the material to a repair site on a temporary basis under the following conditions: (1) there is a proven need for the levee maintenance material at a specific repair site, (2) the transfer site is not a wetland tidal marsh or seasonal marsh; (3) the transfer operation is limited to the minimum time necessary to provide material for the levee repair; (4) any equipment, machinery, or similar facilities needed to transfer materials shall be temporary and removed from the transfer site when not in use and (5) no permanent improvements are developed at a transfer site. At such time as is determined to be appropriate by the Board of Supervisors, a study may be undertaken to determine whether, when deliveries of marsh maintenance materials are made within the Marsh, the operation of a transfer site could encompass transfer of natural materials reclaimed from within the Suisun Marsh from barges to the shore site. Such study, if undertaken, would address the issues of conformance of such an operation with the policies and purposes of the Suisun Marsh Protection Act, and what limitations, conditions, and standards would be necessary to insure protection of the Marsh from adverse environmental impact from such activity.
- SM.P-32: The proliferation of sites for the disposal of special wastes could have significant adverse impacts upon preservation of marsh upland areas. The animal burial ground on Scally Road under County Use Permit should be allowed to operate as conditioned. The creation of additional disposal sites of a special nature shall be prohibited.
- SM.P-33: The following policies toward diking, filling, and dredging of sloughs, managed wetlands, and marshes should be implemented:

- a. No dredging, filling, or diking activity shall be conducted within the Primary Management Area of the Suisun Marsh, except with the permission of the appropriate permitting authorities.
- b. In order to minimize adverse effects on desirable plant and wildlife communities and to minimize the potential for erosion and sedimentation, all diking, dredging, and filling activities shall be carried out in conformity with the following general principles and standards:
 - i. Stripping or burning of vegetation, or other soil disturbance, should be done in a manner which will minimize adverse impacts on desirable plant and wildlife communities and control erosion and sedimentation.
 - ii. Existing native vegetation shall be retained, protected, and supplemented wherever practical. Development shall be accomplished so that existing trees will be preserved whenever practicable.
 - iii. Exposure of soil to erosion by removal of vegetation shall be limited to the smallest area practicable and for the shortest time practicable. Soil exposure should not exceed an area in which work can be completed during a single construction season to insure that soil stability is established well in advance of the rainy season. In general, soil disturbance shall be limited to the period between April 15 and October 15.
 - iv. Permanent control structures should be installed and final vegetation established as soon as practicable.
 - v. Facilities shall be constructed in a manner which will minimize erosion and sediment deposition in adjacent waterways and wetlands.
 - vi. Slopes, both cut and fill, shall not be steeper than 2:1 unless a thorough geological and engineering analysis indicates that steeper slopes are safe and appropriate erosion control measures are specified.
 - vii. Cuts and fills shall not encroach upon existing watercourses or constructed channels in a manner that adversely affects adjacent properties or the carrying capability of the watercourse.
 - viii. Disposal of cleared vegetation and excavated materials shall be done in a manner which reduces the risk of erosion and sedimentation and shall conform to the provisions of these standards.

- ix. Diking, filling, and dredging activities shall be conducted so as to minimize interference with critical wildlife activities such as nesting and breeding.
- c. To prevent sedimentation resulting from dredging projects and to restore and enhance wetlands, dredged sediments should be disposed of in one of the following ways: (a) placement on dry land; (b) placement as fill in approved fills or levee projects; (c) barging or piping to suitable disposal sites in the ocean, or dumping in areas of the bay designated for such purposes by the appropriate governmental agency; or (d) used to restore or enhance tidal, managed, or seasonal wetlands.
- d. All proposed channels should be designed not to undermine the stability of any adjacent dikes and fills.
- e. Any proposed fills, dikes, or piers should be thoroughly evaluated to determine their effects on sloughs, managed wetlands, and marshes, and proposals should be modified as necessary to minimize any harmful effects.

SM.P-34

Wind energy is an important renewable, natural resource which is limited in its statewide distribution. Areas which are endowed with the resource should be considered for prudent development of wind energy. Certain areas within the Suisun Marsh have been identified as having significant potential for wind energy resource development. Specifically identified are areas west of I-680 and in the Potrero Hills; however, numerous other areas may have potential for development of private or commercial wind energy machines. Installation of wind turbines in the Suisun Marsh could have a significant impact upon maintenance of the area in its present natural state, on Marsh wildlife, and on the visual characteristics of the Marsh. Therefore, careful consideration will need to be given projects on a case by case basis to ensure that significant adverse ecological or aesthetic impacts on the Marsh will be avoided. The County's objective is to balance the prudent use of wind resources of the Marsh with the need to protect and maintain its essential environmental qualities. The following should be followed in siting wind energy projects: (1) Commercial wind turbine generators should be permitted in the Secondary Management Area only. (2) Projects should not be allowed to proliferate in the Marsh, but should be allowed only where monitoring has shown productivity to be feasible. (3) The location and density of machines should not substantially alter the principal (agricultural or wetland) allowed uses in the Marsh. (4) Roads and utility transmission lines to serve machines and transmit power from machines must be installed in conformance with provisions of the Suisun Marsh Preservation Act. (5) In order to protect the biological resources of the Marsh, the design, density, height, noise level, illumination, and location of wind turbine generators and ancillary facilities should minimize or avoid the following adverse effects: collision hazards for birds, interference with migratory flight patterns, or disturbance of wildlife habitat. Design considerations of importance should include non-synchronous machines, low-noise design, subdued security lighting, and

minimal tower lighting. (6) All construction must be carried out so as to minimize erosion and prevent sedimentation in the Marsh. (7) The installation and operation of wind turbine facilities must protect the visual characteristics of the Marsh. In order to minimize the impact upon the aesthetics of the Marsh as a natural open space area, wind turbine generators and ancillary facilities should be designed and sited to complement the natural landscape whenever feasible, consistent with the following guidelines: colors should blend with the landscape; lighting should be subdued and be provided for safety and security reasons only; and facilities should be located off the ridgeline unless to do so would result in higher tower height, significant grading, or cut and fill.

RECREATION AND MARSH ACCESS

The Suisun Marsh is an 85,000-acre natural recreational area of statewide significance. The area provides for a variety of recreational opportunities on both private and public lands. Duck hunting is the major recreational activity in the Marsh occurring from late October until January. Fishing accounts for nearly as much recreational use in the Marsh as duck hunting. In addition, several other forms of recreation such as water sports, upland game hunting, and wildlife observation are popular in the Marsh.

The importance of the Suisun Marsh as a recreational area can be seen in the amount of land which is given over to duck hunting. The General Plan's land use diagram identifies two recreational sites in the Marsh. A Wildlife Interpretive Center is planned to be developed near the intersection of Hill Slough and Grizzly Island Road. Beldon's Landing is developed with fishing and boat launch facilities.

Rush Ranch is a 2,070-acre ranch located on Grizzly Island Road, approximately two miles south of Highway 12. The ranch is owned and operated by the Solano Land Trust. The site includes historic buildings, self-guided hiking tours, educational facilities, and a nature center which showcases many of the historic and natural features of the property.

In addition to the above mentioned recreational sites, a number of more passive recreational areas exist in the Marsh. Passive recreational opportunities will be provided at the following areas:

- The 1,112-acre Hill Slough Wildlife area extends along Grizzly Island Road from Hill Slough to State Route 12. Levee construction will return some lands to wetland status and provide public hiking trails.
- The Peytonia Slough Ecological Reserve is a 206-acre area directly south of the City of Suisun City open for public hiking, fishing, and wildlife observation.

A number of recreational oriented commercial uses exist in the Marsh. These uses, which include Little Honker Bay Resort, Pierce Harbor, Suisun Pacific Marina, Port of Suisun Marina, and City of Benicia Marina, are located on the edge of the Marsh and are accessible to the general public. As the demand for recreation increases, there may be a need for more such facilities or expansion of existing facilities.

The vast open expanse of the Suisun Marsh is the location of many recreational activities. The Marsh is well known for waterfowl hunting. In addition, several other forms of recreation,

including fishing, upland game hunting, and water sports, are also popular. Nevertheless, there are opportunities for a greater diversity and amount of public recreation in the Marsh.

The recreation values of the Marsh, particularly for duck hunting, have been a significant factor in its preservation. Private duck clubs and public agencies, such as the Department of Fish and Game, have made considerable contributions to the improvement of the Marsh habitats for waterfowl as well as other wildlife.

Recreational uses in the Suisun Marsh should be guided through the following policies:

- SM.P-35: Within the Suisun Marsh, provision should be made for public and private recreational development to allow for public recreation and access to the Marsh for such uses as fishing, hunting, boating, picnicking, hiking, and nature study.
- SM.P-36: Recreational uses in the Marsh should be located on the outer portions near population centers and easily accessible from existing roads.
- SM.P-37: Recreational activities that could result in adverse impacts on the environment for the Suisun Marsh should not be permitted.
- SM.P-38: Public access at appropriate locations shall be provided and protected along the County's significant waterways within the Suisun Marsh to the maximum extent feasible.
- SM.P-39: Additional land should be acquired within the Suisun Marsh to provide for increased public duck hunting recreational use and additional refuge areas for waterfowl during the hunting season. Acquisition priority should be given to those lands not now operated as managed wetlands.
- SM.P-40: Land should also be purchased for public recreation and access to the Marsh for such uses as fishing, boat launching, nature study, and for scientific and educational uses. These areas should be located on the outer portions of the Marsh near the population centers and easily accessible from existing roads. Improvements for public use should be consistent with protection of wildlife resources.
- SM.P-41: Public agencies acquiring land in the Marsh for public access and recreational use should provide for a balance of recreational needs by expanding and diversifying opportunities for activities such as bird watching, picnicking, hiking, and nature study.
- SM.P-42: Agencies administering land acquired for public access and recreational use should be responsible for maintaining the areas and controlling their use. Signing on roads leading into the Marsh and maintained litter receptacles at major public use areas should be provided by the appropriate local or state agency to prevent littering and vandalism to public and private property.
- SM.P-43: Recreational activities that could result in adverse impacts on the environmental or aesthetic qualities of the Suisun Marsh should not be permitted. Levels of use should also be monitored to ensure that their

intensity is compatible with other recreation activities and with protection of the Marsh environment. For example, boat speeds and excessive noise should be controlled and activities such as water skiing should be kept at an acceptable level.

SCENIC RESOURCES

The policies set forth below provide a series of guidelines to be used by the County in its land development guidance procedures within the Suisun Marsh. It is the intent that these provisions be employed as criteria to be adhered to by all future land development which falls within the visual components of any of the designated scenic roadways. Intensive development cannot be visually absorbed into a Marsh landscape without seriously disrupting the delicate foreground and unprotected background view components. Intensive development here can also result in disruption of the local ecosystem which supports the Marsh and its unique and delicate visual character.

The following policies apply to view components of all designated scenic roadways adjacent to and within the Suisun Marsh:

- SM.P-44: The number of man-made interruptions or incidents along a scenic roadway (housing, commercial uses, signs, driveways, etc.) should be limited to maintain the current visual values as the prevalent feature of the route.
- SM.P-45: Placement of off-site advertising along a designated scenic roadway should be prohibited, except where provisions are made, as part of a standardized, public, on-road sign program, for providing signing within the roadway right-of-way for roadway related services. Such a program could provide a series of signs of similar design, identifying food, lodging, and other road-related services by type and by the symbol or logotype of the proprietor.
- SM.P-46: Dryland and upland within the Suisun Marsh should remain in open space use (grazing, cropland, or other extensive uses) to protect the unique visual character of the landscape.
- SM.P-47: Existing habitats should be protected from encroachment due to their own visual value and their role in maintaining the Marsh ecosystem and its overall scenic value.
- SM.P-48: Since such a flat and expansive natural environment tends to exaggerate vertical elements, undergrounding of utility lines is highly recommended.
- SM.P-49: Maintenance and protection of existing windbreaks should be encouraged to provide a contrasting visual element on flatland landscapes and to call attention to distant farm development or to places where major changes occur in the alignment of a scenic roadway.

WATER DEPENDENT INDUSTRIAL USES

The following Water Dependent Industrial policies shall be applicable to the Water Dependent

Industrial land use designation, shown on Figure LU-1, within the Suisun Marsh:

- SM.P-50: The upland portion of the Collinsville site, above the 10-foot contour line, presents no significant physical constraints for development and should be reserved for water-related industry use.
- SM.P-51: The low-lying-portion of the Collinsville site, below the 10-foot contour line, does present physical constraints for development and consists of critical marsh-related wildlife habitats. Nevertheless, the portion of this area that fronts on deep water should be reserved for water-related industry use.
- SM.P-52: Reservation of the Collinsville site for water-related industry use notwithstanding, wetland restoration or enhancement of the area below the 10-foot contour line may occur, provided that the restoration or enhancement program is carried out in a manner that will not preclude use of the deep water shoreline and area above the 10-foot contour line for water-related industry use. Specifically, any wetland restoration or enhancement project should be designed not to restrict possible future development and operation of marine terminals and marine terminal berths on the deep water shoreline and the movement of waterborne cargo, materials, and products from the shoreline terminal to the upland portions of the site.
- SM.P-53: A program to prevent accidental spills of toxic and hazardous materials entering Montezuma Slough should be developed by industries constructing marine terminal facilities at Collinsville. Prior to the use of such facilities, equipment required to carry out the prevention program should be installed at the appropriate location at or adjacent to the mouth of Montezuma Slough.
- SM.P-54: The remaining areas of lowland grassland and seasonal marsh in the Collinsville site should be preserved and, whenever possible, enhanced or restored for their intrinsic value as marsh-related wildlife habitat and to act as a buffer between the Suisun Marsh and industrial and port activities. There are several land uses that could occur in this area. The existing agricultural use – cattle grazing – could be continued. Portions of the area should also be restored to wetland status, either as tidal marsh or managed wetlands. Dredged materials may be used in any wetland enhancement or restoration program when such activity will be conducted without adverse environmental impacts on the Marsh.
- SM.P-55: All future industrial development adjacent to the Suisun Marsh and within areas reserved for water-related industry should conform to the following planning guidelines:
- a. Industrial activities should not have the potential to cause significant adverse impacts on the Suisun Marsh. In particular, water quality should be maintained by ensuring that no hazardous or toxic materials could be introduced into the Marsh sloughs and by prohibiting activities that could alter the temperature salinity or turbidity of the water. Construction of necessary access routes

across wetlands should result in the minimum possible disturbance to the ecosystems and wildlife. Pipelines should be installed using the procedures described in the Utilities, Facilities, and Transportation section of this Chapter. Conveyor belts and railroads should be constructed on trestles, except in situations such as along the western boundary of the Collinsville water-related industry area, where a railroad may be constructed on fill in order to provide a dike separating industrial facilities from wetlands.

- b. The construction and development of any industrial facilities adjacent to and upstream from the Suisun Marsh should comply with the policies of the Water Supply and Quality section of this Chapter and all applicable State and Federal water and air quality standards.
- c. Industrial facilities should not be located directly adjacent to the Suisun Marsh. A buffer area should be provided to reduce adverse environmental impacts on the Marsh.
- d. Development of industrial sites should not result in the construction of physical barriers, such as freeways, fences, or exposed pipelines, that impede the movement of wildlife. In addition, construction of very tall structures with which wildlife is prone to collide, especially during migrations and in bad weather, should be avoided. Industrial facilities adjacent to wildlife areas that deter the landing of wildlife should also be avoided. However, the type, size, and location of structures that would be hazardous to wildlife are difficult to generalize. Therefore, decisions should be made on a case by case basis to ensure that structures in the vicinity of the Marsh are located and constructed to avoid, to the maximum extent feasible, interference with the flight or migration patterns of wildlife.
- e. Industry sites should be developed to allow the most efficient use of the shoreline. For example, in the Collinsville site, wharves constructed along the shoreline in the area reserved for water-related industry, in addition to any petroleum dock which may be needed, should be shared to the maximum extent feasible by industries locating in the water-related industry area.
- f. Storage of raw materials, fuel, or products should not be permitted at the shoreline on a permanent or long-term basis. The waterfront is too scarce and valuable a resource to accommodate uses, such as storage, that could be located farther inland.
- g. Industrial facilities should be located and designed to avoid visual intrusion on the Suisun Marsh. Where sloping land is to be used for industrial development, it should be terraced rather than leveled, and soil erosion and storm water runoff should be controlled. Buildings should have a low profile and not be highly visible against

the skyline, should be well-designed and unobtrusive in appearance, and should use colors and materials compatible with the surrounding landscapes. Appropriate landscaping should be used to reduce the impact of industrial structures on views from the Suisun Marsh.

- h. Because the industrial waterfront is attractive and interesting to many people, public access to the shoreline should be provided wherever feasible, unless it will result in interference with industrial activities or hazards to the public. Public access to exceptional natural features within industrial areas should also be provided wherever feasible.

POLICIES REGULATING SEWAGE DISPOSAL SYSTEMS WITHIN THE SUISUN MARSH

Portions of the Suisun Marsh Preservation Act and the Suisun Marsh Protection Plan are directed toward maintenance of water quality through controls on individual sewage disposal systems, a responsibility of the Solano County Department of Resource Management, Environmental Health Services Division.

The specific requirement directed to the Solano County Department of Resource Management, Environmental Health Services Division, is found in Section 29401(c) of the Suisun Marsh Preservation Act: "Within the marsh, the Local Protection Program shall include but not be limited to ... [e]nforceable standards for the operation of septic tanks and wastewater discharges."

The rationale for this requirement and additional details are in Policy No. 5 of the Utilities, Facilities and Transportation Section of the Suisun Marsh Protection Plan [May 2012 reprint edition], which states;

5. Because septic tanks do not function properly in the wetland area, the Solano County Department of Resource Management should continue to work with landowners to phase out existing septic systems in the wetlands and require new systems that would properly dispose of wastes as required by the Solano County Department of Resource Management and the Regional Water Quality Control Board.

The Department of Resource Management, Environmental Health Services Division, has responsibilities in the Marsh to control wastewater discharges from septic systems through enforcement of Solano County Code Chapter 6.4, which establishes a comprehensive, uniform set of sewage disposal standards for Solano County.

In 1975, Solano County enacted an ordinance (No. 888) to regulate individual sewage disposal systems. In July of 2001 revisions to Solano County Code were approved as Chapter 6.4, Sewage Disposal Standards. These standards were amended again in December of 2004 and are

applicable within the Suisun Marsh. Under Chapter 6.4, a permit from the Health Services Division is required to repair, modify, or construct waste disposal systems. Minimum criteria for the siting and construction of a septic tank/leachfield system include soil typing and identification, percolation rate, soil depth, depth and separation to ground water, ground slope, and adherence to setbacks, including setbacks to surface water. The use of vaults or holding tanks is allowed for specific circumstances such as for duck clubs in the Primary Management Area of the Suisun Marsh. Additional changes in the ordinance which help to improve environmental conditions include requirements for site evaluations by professional consultants to identify and mitigate separation to groundwater and the requirement for alternative type septic systems. Alternative systems provide improved effluent distribution throughout the disposal field, have high-level alarms in the dosing tank, require evidence of a maintenance contract with a service provider and ongoing monitoring, and may require pre-treatment devices that produce a higher quality effluent than effluent from conventional septic systems.

As indicated in the Marsh Plan, septic tank/leachfield systems do not operate at optimum efficiency in wetland areas and, in general, site conditions for the Primary Management Area of the Marsh will not meet minimum requirements for the construction of a new standard-type on-site sewage disposal system. An improper sewage disposal system, once identified, shall be replaced with an on-site sewage disposal system which meets the requirements of the Solano County Code. Sites which cannot accommodate a conventional in-ground leaching system due to site conditions may be replaced with alternative type sewage disposal systems if conditions allow, or, as a last resort, may be replaced with holding tanks. The Department of Resource Management, Environmental Health Services Division, is responsible for enforcement of Solano County Code, Chapter 6.4 Sewage Disposal Standards. These standards, which implement the following sewage disposal policies, are applicable to individual sewage disposal systems in the Suisun Marsh.

- SM.P-56: Property owners within wetland areas are urged to seek Departmental assistance to alleviate potential water quality problems resulting from malfunctioning individual sewage systems.
- SM.P-57: Where it is determined that an individual sewage system does not function properly, the nuisance shall be abated and, if appropriate, the on-site sewage disposal system shall be repaired or replaced in accordance with Solano County Code, Chapter 6.4, Sewage Disposal Standards.

Part II-A – Solano County Code

Chapter 28, Section 28.01

Definitions [Excerpts]

Complementary Commercial Facility. A small commercial facility which complements and supports marsh oriented recreational uses, such as a bait shop, a small boat rental, or a refreshment stand.

Hunting and Fishing Club. A facility, place or building licensed as a commercial hunting club under State Fish and Game Code 3240.5 or licensed as a game bird club under State Fish and Game Code 3270, including approved incidental uses to the licensed facilities. Facilities may include cooking facilities and sleeping quarters or bunkhouses for limited stays of not more than six months. Facilities must be connected to an approved sewage disposal system.

Marsh Oriented Recreation. Marsh-oriented recreational uses and use incidental to recreation, including park, interpretive center, day-use facility, lodge, club or resort for swimming, boating, sailing, fishing, hunting or shooting, and raising of game, fishing pier and boat ramp, small craft docking and storage incidental to a small craft docking facility; commercial recreation uses, including bait shop and refreshment stand, and similar types of uses as may be determined by the Planning Commission.

Part II-B – Solano County Code

Chapter 28, Section 28.22

Suisun Marsh Agricultural (A-SM) Districts [Full Section]

Section 28.22 – SUISUN MARSH AGRICULTURAL (A-SM) DISTRICTS

Subsections:

28.22.10 – Suisun Marsh Agriculture Districts

28.22.11 – Purposes of Suisun Marsh Agricultural Districts

28.22.20 – Suisun Marsh Agricultural District Land Uses and Permit Requirements

28.22.30 – Suisun Marsh Agricultural District Development Standards

28-22.10 – Suisun Marsh Agriculture Districts

This section includes regulations for the A-SM-80 and A-SM-160 zoning districts.

28.22.11 – Purpose of Suisun Marsh Agriculture Districts

This Section lists the uses of land that may be allowed within the Suisun Marsh Agricultural zoning districts, established by Section 28.13 (Districts Designated and Established). It also determines the type of land use approval required for each type of use and provides general standards for site development.

Agriculture is the major industry in Solano County, generating the majority of the tax revenue in the unincorporated County. In addition, certain agricultural lands serve an important function in buffering contiguous environmentally sensitive lands of the Suisun Marsh from the effects of urbanization. Therefore, the Board of Supervisors has determined that it is in the interest of the County to prevent further encroachment upon such agricultural lands by incompatible uses of property.

The purpose and intent of the A-SM districts is to preserve lands best suited for permanent agricultural use while limiting certain intensive agricultural practices which may conflict with adjoining sensitive lands. A primary intent of the A-SM districts is to assure the retention of upland and lowland grasslands adjacent to the Suisun Marsh in uses compatible with its protection.

28.22.20 – Suisun Marsh Agricultural District Land Uses and Permit Requirements

A. Allowed Uses and Permit Requirements

Table 28-22A identifies the land uses allowed by this Zoning Ordinance in each Suisun Marsh Agricultural district and the land use permit required to establish each use. In addition to the land use permit required by Table 28-22A, special requirements may apply to certain uses.

B. Marsh Development Permit Requirements

Any development within the Suisun Marsh, as defined by Section 29114 of the Public Resources Code, shall be subject to obtaining a Marsh Development Permit pursuant to the Suisun Marsh Preservation Act of 1977, and as provided for in Section 28.104 of this Code. When a land use subject to a marsh development permit is proposed in both the Primary Management Area and Secondary Management Area, as defined in the Suisun Marsh Preservation Act of 1977, the land use shall be subject to a use permit covering the whole of the project.

C. Architectural Review

Architectural Approval may be required for certain uses, in compliance with Section 28.102 (Architectural Approval).

D. Building Permits

A Building Permit shall be required prior to any construction.

E. Land Use Regulations

Where the last column in Table 28.22A (Land Use Regulations) includes a section number, e.g. 28.70.10, the zoning regulations in the referenced section apply to the use. Where the last column includes a chapter number, e.g. Chapter 13.6, the regulations in the referenced Solano County Code apply to the use. Provisions in other sections of this Zoning Ordinance may also apply.

F. Non-Conforming Uses

Within the Suisun Marsh, as defined by Section 29101 of the Public Resources Code, uses established prior to 1977 that do not conform to the uses set forth in Table 28-22A shall be considered nonconforming uses under Section 28.114, except that non-substantial changes, alterations, and additions to nonconforming uses may be allowed within the existing established project footprint area subject to a marsh development permit, pursuant to the Suisun Marsh Preservation Act of 1977 and as provided for in Section 28.104 of this code. The overall existing development area may not be expanded under these provisions. Development within the existing development area should minimize additional impervious surfaces. An adequate buffer should be established or maintained between the development areas and any water, wetlands, or other Marsh habitat to protect the habitat from adverse environmental impacts. An erosion, sediment, and runoff control plan shall be prepared in accordance with Section 31.26(b) of the Solano County Grading, Drainage, Land Leveling and Erosion Control Ordinance. When the non-conforming use is located in both the Primary and Secondary Management Areas, as defined by the Suisun Marsh Preservation Act of 1977, non-substantial changes, alterations, and

additions to the nonconforming use shall be subject to a use permit covering the whole of the project.

G. Site Development and Other Standards

All uses shall comply with the provisions of Article IV, Section 28-90 Site Development and Other Standards, which includes standards for parking, signs, and other project elements.

Table 28.22A TABLE OF ALLOWED USES		
A = Allowed by right, AP = Administrative Permit, MUP = Minor Use Permit, UP = Use Permit, - - - = Prohibited		
ALLOWED USES	Permit Requirements	Land Use Regulations
See Definitions Section 28.10	A-SM-80 and A-SM-160⁽¹⁾ Zoning Districts	See Section 28.70.10
28.71 AGRICULTURAL USES		
A. CROP PRODUCTION AND GRAZING		
Agricultural accessory buildings	A	28.71(A) & (B)(1)
Cultivated and irrigated farming	A ⁽²⁾	
Non-irrigated and non-cultivated farming	A ⁽²⁾	
Grazing	A ⁽²⁾	
Pastured Poultry		
Not adjacent to a R District	A	28.71.10(A) & (B)(4)
Adjacent to a R District	MUP	28.71.10(A) & (B)(4)
With an agricultural commercial kitchen	- - -	
With sales	- - -	
With Special events	- - -	
With more than 4 crowing fowl	UP	28.71.10(A) & (B)(4)
B. AGRICULTURAL PROCESSING USES		
None allowed		
C. ANIMAL FACILITIES AND OPERATIONS		
None allowed		
D. OTHER AGRICULTURAL OPERATIONS		
Agricultural employee housing	AP	28.71.40(A) & (B)(1)
HCD Agricultural employee housing	A	28.71.40(A) & (B)(3)
Temporary commercial coach	AP	28.71.40(A) & (B)(5)
28.72 RESIDENTIAL USES		
A. DWELLINGS		
Primary Dwelling ⁽³⁾	A	28.72.10(A)
Secondary Dwelling	A	28.72.10(A) & (B)(6)
Second Kitchen	AP	28.72.10(A) & (B)(7)
B. TEMPORARY RESIDENTIAL USES		
Temporary single family dwelling	AP	28.72.20(A) & (B)(6)
C. AGRICULTURAL AND ANIMAL FACILITIES INCIDENTAL TO A RESIDENCE		
Small kennels and catteries	AP	28.72.30(A) & (B)(3)
D. OTHER RESIDENTIAL USES		
Home occupation, Type I	A	28.72.40(A) & (B)(2)

Table 28.22A TABLE OF ALLOWED USES

**A = Allowed by right, AP = Administrative Permit, MUP = Minor Use Permit,
UP = Use Permit, - - - = Prohibited**

ALLOWED USES	Permit Requirements	Land Use Regulations
See Definitions Section 28.10	A-SM-80 and A-SM-160⁽¹⁾ Zoning Districts	See Section 28.70.10
28.73 RECREATION, EDUCATION, AND PUBLIC ASSEMBLY USES		
A. RECREATION USES		
Marsh oriented recreation	UP	28.73.10(A) & (B)(1)
Public open space area	A	28.73.10(A)
Stable, public without Horse Shows	UP	28.73.10(A) & (B)(3)
B. EDUCATION USES		
Agricultural Education, Minor Facility	AP	28.73.20(A) & (B)(1)
Marsh Education	UP	28.73.20(A)
C. PUBLIC ASSEMBLY USES		
Special Events Facility (other than Winery or Agricultural Processing Facility)		
6 per year max, and 150 persons or less	AP	28.73.30(A) & (B)(6)
12 per year max, and 150 persons or less	MUP	28.73.30(A) & (B)(6)
More than 12 per year, or more than 150 persons	UP	28.73.30(A) & (B)(6)
28.74 RETAIL AND OFFICE USES		
A. RETAIL USES		
None Allowed		
B. OFFICE USES		
Agricultural research facility, Small	UP	28.74.20(A) & (B)(1)
Marsh research facility	UP	28.74.20(A)
28.75 TOURIST USES		
A. AGRITOURISM		
None Allowed		
B. TEMPORARY AGRITOURISM		
None Allowed		
28.76 COMMERCIAL SERVICE USES		
A. AGRICULTURAL SERVICES		
None Allowed		
B. COMMERCIAL SERVICES		
None Allowed		
28.77 INDUSTRIAL, MANUFACTURING, PROCESSING AND WHOLESALE USES		
A. INDUSTRIAL, MANUFACTURING AND PROCESSING USES		
None Allowed		
B. WHOLESALE USES		
None Allowed		
28.78 COMMUNICATION, INFRASTRUCTURE AND SERVICE USES		
A. COMMUNICATION USES		
Wireless communication facility		
Co-location	MUP	28.81
New tower	UP	28.81

Table 28.22A TABLE OF ALLOWED USES

**A = Allowed by right, AP = Administrative Permit, MUP = Minor Use Permit,
UP = Use Permit, - - - = Prohibited**

ALLOWED USES	Permit Requirements	Land Use Regulations
See Definitions Section 28.10	A-SM-80 and A-SM-160⁽¹⁾ Zoning Districts	See Section 28.70.10
B. INFRASTRUCTURE USES		
Commercial wind turbine generator	UP	28.80
Extraction and Removal of Minerals or Natural Materials from Quarries and Borrow Areas existing as of January 1, 1982	UP	28.78.20(A)
Non-commercial wind turbine		
<i>100 feet or less in height</i>	A	28.80
<i>Over 100 feet in height</i>	- - -	28.80
Gas Well ⁽⁴⁾	AP	28.78.20(A) & (B)(7)
Pipeline, transmission, or distribution line, in R.O.W.	A	28.78.20(A) & (B)(8)
Utility facilities or infrastructure, outside of R.O.W.	UP	28.78.20(A) & (B)(9)
Waste disposal, processing, and composting	UP	28.78.20(A) & (B)(3)
C. PUBLIC SERVICE USES		
Public Service Facility	UP	28.78.30(A) & (B)(4)
D. TEMPORARY CONSTRUCTION AND INFRASTRUCTURE		
Meteorological Tower, 100 feet or less in height	AP	28.78.20(A) & (B)(6)
Meteorological Tower, greater than 100 feet in height	MUP	28.78.20(A) & (B)(6)
28.79 RESOURCE CONSERVATION USES		
Conservation or Mitigation Bank	UP	28.79.10(A)

Notes:

- Any development within the Suisun Marsh, as defined by Section 29114 of the Public Resources Code, shall be subject to obtaining a Marsh Development Permit pursuant to the Suisun Marsh Preservation Act of 1977, and as provided for in Section 28.104 of this Code.
- Management of wetlands and agricultural operations, with emphasis on grain and hay crop production, pasture, grazing, and the growing of plants and natural feed important to wildlife habitat.
- Buildings and uses clearly accessory or incidental to any permitted use located on the premises, including a one-family dwelling or a manufactured dwelling, barns, private stables, sheds, and other associated buildings.
- Oil wells not permitted in the Suisun Marsh Primary and Secondary Management Areas.
- During or subsequent to final closure of any waste disposal site, the Planning Commission may approve any use that (i) is compatible with the approved

closure and/or post-closure plans for the site, (ii) is compatible with existing or anticipated agricultural land uses in the vicinity, and (iii) would not subject occupants of the site, neighbors, or the environment, to risks associated with the wastes which have been disposed of at the site.

28.22.30 – Suisun Marsh Agricultural District Development Standards

Subdivision, new land uses, main buildings including primary and secondary dwellings, and alterations to existing land uses and buildings, shall be designed, constructed, and/or established in compliance with the applicable development standards delineated or referenced in Table 28-22B.

TABLE 28.22B	
DEVELOPMENT STANDARDS FOR MAIN BUILDING, ACCESSORY STRUCTURES, AND USES	
MAIN BUILDING, ACCESSORY STRUCTURES, AND USES	
Minimum Lot Area	A-SM-80 = 80 acres A-SM-160 = 160 acres
Setbacks	
Front	Thirty feet; except that buildings shall not be less than fifty feet from the centerline of the street, and unless otherwise indicated by building lines on the zoning maps.
Sides (each)	20 feet
Rear	25 feet
Between structures	10 feet
Height limit	Thirty-five feet; and as allowed by 28-93 Special regulations
OTHER STANDARDS	
Parking Requirements	Parking shall be provided in conformance with the parking standards in Section 28.94
Signs	All signs shall comply with the sign requirements in Section 28.96

Part II-C – Solano County Code

Chapter 28, Section 28.32

Residential-Traditional Community (R-TC) Districts

[Portions of section applicable to R-TC-4 District]

Section 28.32 – RESIDENTIAL TRADITIONAL COMMUNITY (R-TC) DISTRICTS

Subsections:

28.32.10 - Purpose of Section

28.32.11 - Purposes of Traditional Community Residential Districts

28.32.20 - Residential - Traditional Community District Land Uses and Permit Requirements

28.32.30 - Residential - Traditional Community District Development Standards

28.32.10 – Residential – Traditional Community Districts

This section includes regulations for the following zoning districts:

- A. Residential – Traditional Community (R-TC) Districts
- B. Residential – Traditional Community Mixed Use (R-TC-MU) Districts

28.32.11 – Purpose of Residential – Traditional Community Districts

This Section lists the uses of land that may be allowed within the traditional community residential areas of the County represented by the Residential – Traditional Community (R-TC) zoning districts. It also determines the type of land use approval required for each use within each district, and provides general standards for site development.

Residential – Traditional Community districts recognize current residential and mixed-use communities located outside agricultural or municipal service areas where previous development has occurred at higher densities or intensities than currently allowed under County policy. It is the intent to preserve and enhance the character and quality of these communities and promote future infill residential and mixed use development but not to expand the area of these communities.

The R-TC Districts replace the following previous districts:

R-TC-1AC	replaces	RE-1;
R-TC-20	replaces	RE-1/2
R-TC-15	replaces	RE-1/3
R-TC-10	replaces	RE-1/4
R-TC-6	replaces	R-S-6
R-TC-5	replaces	R-S-5
R-TC-D-4	replaces	R-D (Starr Subdivision)
R-TC-D-6	replaces	R-D (Homeacres)
R-TC-MF	replaces	R-M

The purpose of the different residential – traditional community zoning districts and the manner in which they are applied are as follows:

A. Residential – Traditional Community (R-TC) Districts

The R-TC zoning districts are intended for areas that have previously been subdivided for single family residential development and provide the community services appurtenant thereto. The regulations for these districts are designed to stabilize and protect the residential characteristics of the districts, to promote and encourage a suitable environment for family life. Nine R-TC zoning districts are denoted with a suffix to indicate the minimum parcel size (e.g. R-TC-4 requires a minimum parcel size of 4,000 square feet), minimum building setbacks, and other requirements. The R-TC zoning districts are consistent with and implement the Traditional Community - Residential land use designation of the General Plan as follows:

Birds Landing	R-TC-1AC
Collinsville Township	R-TC-4
Cordelia area	R-TC-15
Elmira area	R-TC-1AC and R-TC-20
Fairfield Unincorporated area	R-TC-1AC, R-TC-20, R-TC-10 and R-TC-D
Green Valley area	R-TC-1AC, R-TC-20, and R-TC-15
Rockville Corners	R-TC-1AC
Snug Harbor area	R-TC-10
Vallejo Unincorporated area	R-TC-20, R-TC-10, R-TC-6, R-TC-5, R-TC-D & R-TC-MF
Willotta Oaks area	R-TC-15, R-TC-10

B. Residential-Traditional Community Mixed Use (R-TC-MU) Districts

The Residential -Traditional Community Mixed Use (R-TC-MU) zoning district is intended for certain medium-density residential and retail commercial and business areas that are appropriate for residential and commercial uses, and that can be served by community services. The regulations for this district are designed to stabilize and protect the essential residential characteristics of the district, to promote and encourage a suitable environment for family life and to provide for the integration of retail shops and businesses into the neighborhood. The R-TC-MU zoning district is consistent with and implements the Traditional Community-Mixed Use land use designation of the General Plan as follows:

Vallejo Unincorporated Area	R-TC-MU
Birds Landing Area	R-TC-MU
Cordelia area	R-TC-MU
Elmira area	R-TC-MU

28.32.20 – Residential - Traditional Community District Land Uses and Permit Requirements

A. Allowed Uses and Permit Requirements

Tables 28.32A and 28.32B identify the land uses allowed by this Zoning Ordinance in each residential-traditional community district and the land use permit required to establish each use. In addition to the land use permit required by Tables 28.32A and 28.32B, special requirements may apply to certain uses.

B. Marsh Development Permit Requirements

Any development within the Suisun Marsh, as defined by Section 29114 of the Public Resources Code, shall be subject to obtaining a Marsh Development Permit, pursuant to the Suisun Marsh Preservation Act of 1977 and as provided for in Section 28.104 of this Code. When a land use subject to a marsh development permit is proposed in both the Primary Management Area and Secondary Management Area as defined in the Suisun Marsh Preservation Act of 1977, the land use shall be subject to a use permit covering the whole of the project.

C. Architectural Review

Architectural Approval may be required for certain uses, in compliance with Section 28.102 (Architectural Approval).

D. Building Permits

A Building Permit shall be required prior to any construction.

E. Land Use Regulations

Where the last column in Table 28.32A or 28.32B ("Land Use Regulations") includes a section number, e.g. 28.70.10, the zoning regulations in the referenced section apply to the use. Where the last column includes a chapter number, e.g. Chapter 13.6, the regulations in the referenced Solano County Code apply to the use. Provisions in other sections of this Zoning Ordinance may also apply.

F. Non-Conforming Uses

Within the Suisun Marsh, as defined by Section 29101 of the Public Resources Code, uses established prior to 1977 that do not conform to the uses set forth in Table 28-32B shall be considered nonconforming uses under Section 28.114, except that non-substantial changes, alterations, and additions to nonconforming uses may be allowed within the existing established project footprint area subject to a marsh development permit, pursuant to the Suisun Marsh Preservation Act of 1977 and as provided for in Section 28.104 of this Code. The overall existing development area may not be expanded under these provisions. Development within the existing development area should minimize additional impervious surfaces. An adequate buffer should be established or maintained between the development areas and any water, wetlands, or other Marsh habitat to protect the habitat from adverse environmental impacts. An erosion,

sediment, and runoff control plan shall be prepared in accordance with Section 31.26(b) of the Solano County Grading, Drainage, Land Leveling and Erosion Control Ordinance. When the non-conforming uses is located in both the Primary Management Area and Secondary Management Area, as defined by the Suisun Marsh Preservation Act of 1977, non-substantial changes, alterations, and additions to the nonconforming use shall be subject to a use permit covering the whole of the project.

G. Site Development and Other Standards

All uses shall comply with the provisions of Article IV, Section 28-90 Site Development and Other Standards which includes standards for parking, signs and other project elements.

Table 28.32B TABLE OF ALLOWED USES		
A = Allowed by right, AP = Administrative Permit, MUP = Minor Use Permit, UP = Use Permit, - - - = Prohibited		
ALLOWED USES	Permit Requirements	Land Use Regulations
See Definitions Section 28.10	R-TC-4 District⁽¹⁾	See Section 28.70.10
28.71 AGRICULTURAL USES		
None allowed		
28.72 RESIDENTIAL USES		
A. DWELLINGS		
Accessory buildings and uses ⁽²⁾		
Accessory building greater than 2,500 square feet in size ⁽³⁾	A	28.72.10 (A) & (B)(1)
Accessory buildings, aggregate: 1) greater than 2,500 square feet in size combined on a lot 4 acres or less; or, 2) greater than 5,000 square feet in size combined on a lot greater than 4 acres ⁽³⁾	MUP	28.72.10 (A) & (B)(1)
Primary Dwelling ⁽³⁾	A	28.72.10(A)
Secondary Dwelling	A	28.72.10(A) & (B)(6)
Second Kitchen	AP	28.72.10(A) & (B)(7)
B. TEMPORARY RESIDENTIAL USES		
Temporary emergency dwelling	AP	28.72.20(A) & (B)(3)
Temporary manufactured home storage	AP	28.72.20(A) & (B)(4)
Temporary occupancy of existing dwelling while replacement dwelling is under construction	AP	28.72.20(A) & (B)(5)
Temporary single family dwelling ⁽⁴⁾	AP	28.72.20(A) & (B)(6)
C. AGRICULTURAL AND ANIMAL FACILITIES INCIDENTAL TO A RESIDENCE		
None allowed		
D. OTHER RESIDENTIAL USES		
Home occupation		

Table 28.32B TABLE OF ALLOWED USES

**A = Allowed by right, AP = Administrative Permit, MUP = Minor Use Permit,
UP = Use Permit, - - - = Prohibited**

ALLOWED USES	Permit Requirements	Land Use Regulations
See Definitions Section 28.10	R-TC-4 District⁽¹⁾	See Section 28.70.10
<i>Type I</i>	A	28.72.40(A) & (B)(2)
<i>Type II</i>	AP	28.72.40(A) & (B)(2)
Temporary subdivision sales office	MUP	28.72.40(A) & (B)(3)
28.73 RECREATION, EDUCATION, AND PUBLIC ASSEMBLY USES		
None allowed		
28.74 RETAIL AND OFFICE USES		
None allowed		
28.75 TOURIST USES		
None Allowed		
28.76 COMMERCIAL SERVICE USES		
None Allowed		
28.77 INDUSTRIAL, MANUFACTURING, PROCESSING AND WHOLESALE USES		
None Allowed		
28.78 COMMUNICATION, INFRASTRUCTURE AND SERVICE USES		
A. COMMUNICATION USES		
Wireless communication facility		
<i>Co-location</i>	MUP	28.81
<i>New tower</i>	UP	28.81
B. INFRASTRUCTURE USES		
Pipeline, transmission, or distribution line, in R.O.W.	A	28.78.20(A) & (B)(8)
Utility facilities or infrastructure, outside of R.O.W.	UP	28.78.20(A) & (B)(9)
C. PUBLIC SERVICE USES		
None allowed		
D. TEMPORARY CONSTRUCTION AND INFRASTRUCTURE		
None allowed		
28.79 RESOURCE CONSERVATION USES		
None allowed		

Notes:

- Any development within the Suisun Marsh, as defined by Section 29114 of the Public Resources Code, shall be subject to obtaining a Marsh Development Permit, pursuant to the Suisun Marsh Preservation Act of 1977 and as provided for in Section 28.104 of this Code.
- Accessory building: (a) Does not include a guest house, and (b) may be established prior to construction or installation of a dwelling on the same property.
- Use permit approval is required by the Zoning Administrator only, unless otherwise referred to the Planning Commission by the Zoning Administrator. Aggregate square footage shall include all accessory buildings, except as follows: (a) Any

structure used for the keeping of animals, such as a stable or corral, or for crop storage, which is unenclosed with an open side and no flooring, shall not required a use permit and shall not be counted as part of the aggregate total for accessory buildings; and (b) Any structure 120 square fee in size or less and exempt from the permit requirements of County Building Code shall not be counted as part of the aggregate total for accessory buildings.

4. Allowed only when the primary dwelling is under construction, and the temporary dwelling is installed on a temporary foundation.

28.32.30 – Residential – Traditional Community District Development Standards

A. General Site and Building Standards

Subdivision, new land uses, main buildings inclusive of primary dwellings, secondary dwellings, and alterations to existing land uses and buildings, shall be designed, constructed, and/or established in compliance with the applicable development standards delineated or referenced in Tables 28-32C.

TABLE 28.32C	
DEVELOPMENT STANDARDS FOR MAIN BUILDING⁽¹⁾ AND SECONDARY DWELLING	
Development Feature	Requirement for R-TC-4 Zoning District
Minimum Lot Area⁽²⁾	4,000 s.f. ⁽³⁾
Dwelling Size	Minimum or maximum floor area for new dwelling
Primary Dwelling	1,000 square foot minimum
Secondary Dwelling	N/A
Setbacks⁽⁴⁾	See Section 28.97 for setback measurement.
Front	20 feet ⁽⁶⁾
Sides (each)	5 feet
Sides (combined)	10 feet
Rear	20% of lot depth, not exceeding 25 feet, and no less than 15 feet
Between structures ⁽⁷⁾	10 feet between single family dwelling on the same lot when placed side-by-side and 20 feet between such buildings placed in any other manner.
Height limit	35 feet or as allowed by Section 28-93
Parking	As required by Section 28.94 (Parking Requirements) and Section 28.102 (Architectural Approval)

Notes:

1. In any R district, the primary dwelling shall be deemed the main building on the building site on which the same is situated.

2. The following may be used to determine acceptable lot area: (a) The actual number of lots allowed is determined through the applicable subdivision process, based on specific site characteristics and potential environmental impacts, and there is no guarantee that the maximum possible number may be achieved; and (b) Reduced lot area may be allowed with a use permit for specific uses permitted by zoning district, see Section 28-97.
4. Other setbacks may be required for specific uses listed in Table 28-32A and 28-32B, as referenced.
6. Exception: unless otherwise indicated by building lines shown on the zoning maps.
7. Other separation between structures may be required by County Building Code.

B. Accessory Buildings and Structures Development Standards

New accessory buildings and other structures including alternations to existing accessory buildings and other structures, shall be designed, constructed, and/or established in compliance with the applicable development standards in Tables 28-32D.

TABLE 28.32D	
DEVELOPMENT STANDARDS FOR ACCESSORY BUILDINGS AND STRUCTURES ⁽¹⁾	
Development Feature	Requirement for R-TC-4 Zoning District
Setbacks⁽²⁾	Minimum setbacks required. See Section 28.90 for setback measurement, allowed projections into setbacks, and exceptions. See also: Section 28.72.10 A.1. & B.1. (Accessory buildings and uses, residential)
Attached building	An accessory building attached to the main building shall comply with the setback requirements for the main building.
Detached building	
Front	60 feet or on the rear 50% of the lot
Sides (each)	5 feet
Sides (combined)	10 feet
Rear ⁽³⁾	10 feet
Between structures ⁽⁴⁾	10 feet from any dwelling or other main building on the same lot
Site Coverage (maximum)	In a required rear setback for the main building: the aggregate total of all accessory buildings shall not occupy more than 30% of the required rear setback area for the main building.
Height Limit	15 feet or as allowed by Section 28.93
Parking	As required by Section 28.94 (Parking Requirements)
Signs	See Section 28.96 (Signs)

Notes:

1. Does not include a secondary dwelling as defined in Section 28.01.
2. Other setbacks may be required for specific uses listed in Table 28-32A and 28-32B, as referenced.
3. The side or rear yard requirements may be waived for an accessory building other than an animal shelter, except that: a) such building shall not be located closer to any side street line than the main building; and, b) such buildings in the aggregate shall not exceed the maximum site coverage in the rear yard for the main building. Waiver of said requirements shall be subject to provisions set forth in Section 28.108 and notice as set forth in Section 28.04(F) of this Chapter.
4. Other separation between structures may be required by County Building Code.

Part II-D – Solano County Code

Chapter 28, Section 28.41

Commercial (C) Districts

[Portions of section applicable to Commercial Recreation – Limited (C-R-L) District]

Section 28.41 – COMMERCIAL (C) DISTRICTS

Subsections:

28.32.10 - Purpose of Section

28.32.11 – Purpose of Commercial Districts

28.32.20 – Commercial Districts Land Uses and Permit requirements

28.32.30 – Commercial District Development Standards

28.41.10 – Commercial Districts

This section includes regulations for the following zoning districts:

Highway Commercial (C-H) District

Neighborhood Commercial (C-N) District

Commercial Recreation (C-R) District

Commercial Recreation – Limited (C-R-L)

Commercial-Service (C-S) District

Commercial-Office (C-O) District

28.41.11 – Purpose of Commercial Districts

This Section lists the uses of land that may be allowed within the areas of the County designated for commercial land uses. It also determines the type of land use approval required for each use within each district, and provides general standards for site development.

The purposes of the different commercial zoning districts are as follows:

D. Commercial Recreation- Limited (C-R-L) District

The C-R-L zoning district is intended to provide for limited commercial recreational uses adjacent to the Suisun Marsh compatible with its protection. The C-R-L zoning district is consistent with the Commercial Recreation land use designation of the General Plan within the Secondary Management Area of the Suisun Marsh.

28.41.20 – Commercial District Land Uses and Permit Requirements

A. Allowed Uses and Permit Requirements

Table 28.41A identifies the land uses allowed by this Zoning Ordinance in each commercial zoning district and the land use permit required to establish each use. In addition to the land use permit required by Table 28.41A, special requirements may apply to certain uses.

B. Marsh Development Permit Requirements

Any development within the Suisun Marsh, as defined by Section 29114 of the Public Resources Code, shall be subject to obtaining a Marsh Development Permit pursuant to the Suisun Marsh Preservation Act of 1977 and as provided for in Section 28.104 of this Code. When a land use subject to a marsh development permit is proposed in both the Primary Management Area and Secondary Management Area, as defined in the Suisun Marsh Preservation Act of 1977, the land use shall be subject to a use permit covering the whole of the project.

C. Architectural Review

Architectural Approval may be required for certain uses, in compliance with Section 28.102 (Architectural Approval).

D. Building Permits

A Building Permit shall be required prior to any construction.

E. Land Use Regulations

Where the last column in Table 28-41A (Land Use Regulations) includes a section number, e.g. 28.70.10, the zoning regulations in the referenced section apply to the use. Where the last column includes a chapter number, e.g. Chapter 13.6, the regulations in the referenced Solano County Code apply to the use. Provisions in other sections of this Zoning Ordinance may also apply.

F. Non-Conforming Uses

Within the Suisun Marsh, as defined by Section 29114 of the Public Resources Code, uses established prior to August 4, 1981 that do not conform to the uses set forth in Table 28-41A shall be considered nonconforming uses under Section 28.114, except that non-substantial changes, alterations, and additions to nonconforming uses may be allowed within the existing established

project footprint area subject to a marsh development permit, pursuant to the Suisun Marsh Preservation Act of 1977 and as provided for in Section 28.104 of this Code. The overall existing development area may not be expanded under these provisions. Development within the existing development area should minimize additional impervious surfaces. An adequate buffer should be established or maintained between the development areas and any water, wetlands, or other Marsh habitat to protect the habitat from adverse environmental impacts. An erosion, sediment, and runoff control plan shall be prepared in accordance with Section 31.26(b) of the Solano County Grading, Drainage, Land Leveling and Erosion Control Ordinance. When the non-conforming uses is located in both the Primary Management Area and Secondary Management Area, as defined by the Suisun Marsh Preservation Act of 1977, non-substantial changes, alterations, and additions to the nonconforming use shall be subject to a use permit covering the whole of the project.

G. Site Development and Other Standards

All uses shall comply with the provisions of Section 28-90, Site Development and Other Standards, which includes standards for parking, signs, and other project elements.

Table 28.41A TABLE OF ALLOWED USES

A = Allowed by right, AP = Administrative Permit, MUP = Minor Use Permit, UP = Use Permit, - - - = Prohibited

ALLOWED USES	Permit Requirements	Land Use Regulations
See Definitions Section 28.10	C-R-L⁽⁴⁾ Zoning District	See Section 28.70.10
28.71 AGRICULTURAL USES		
A. CROP PRODUCTION AND GRAZING		
Agricultural accessory buildings	A	28.71 (A) & (B) (1)
Non-irrigated and non-cultivated farming	A	
Grazing	A	
B. AGRICULTURAL PROCESSING USES		
None allowed		
C. ANIMAL FACILITIES AND OPERATIONS		
None allowed		
D. OTHER AGRICULTURAL OPERATIONS		
None allowed		
28.72 RESIDENTIAL USES		
A. DWELLINGS		
Primary Dwelling	A	28.72.10(A)
B. TEMPORARY RESIDENTIAL USES		
None allowed		
C. AGRICULTURAL AND ANIMAL FACILITIES INCIDENTAL TO A RESIDENCE		
None allowed		
D. OTHER RESIDENTIAL USES		
None allowed		

Table 28.41A TABLE OF ALLOWED USES

**A = Allowed by right, AP = Administrative Permit, MUP = Minor Use Permit,
UP = Use Permit, - - - = Prohibited**

ALLOWED USES	Permit Requirements	Land Use Regulations
See Definitions Section 28.10	C-R-L⁽⁶⁾ Zoning District	See Section 28.70.10
28.73 RECREATION, EDUCATION, AND PUBLIC ASSEMBLY USES		
A. RECREATION USES		
Commercial Outdoor Recreation		28.73.10(A)
Not including enclosed structures	A	
Including enclosed structures	UP	
Complementary Commercial Facility	UP	
Marina		
Boat launching facility	UP	
Boat and boat trailer storage	UP	
Boat construction, service, sales and repair	UP	
Marsh oriented recreation	UP	28.73.10(A) & (B)(1)
B. EDUCATION USES		
Ecological and Agricultural Education	UP	
C. PUBLIC ASSEMBLY USES		
None allowed		
28.74 RETAIL AND OFFICE USES		
None Allowed		
28.75 TOURIST USES		
None Allowed		
28.76 COMMERCIAL SERVICE USES		
None Allowed		
28.77 INDUSTRIAL, MANUFACTURING, PROCESSING AND WHOLESALE USES		
None Allowed		
28.78 COMMUNICATION, INFRASTRUCTURE AND SERVICE USES		
A. COMMUNICATION USES		
None allowed		
B. INFRASTRUCTURE USES		
Commercial wind turbine generator	- - -	
Non-commercial wind turbine		
100 feet or less in height	A	28.80
Over 100 feet in height	- - -	
Pipeline, transmission or distribution line in R.O.W.	A	28.78.20(A) & (B)(8)
Utility facilities or infrastructure, outside of R.O.W.	UP	28.78.20(A) & (B)(9)
C. PUBLIC SERVICE USES		
None allowed		
D. TEMPORARY CONSTRUCTION AND INFRASTRUCTURE		
Meteorological Tower, 100 feet or less in height	AP	28.78.20(A) & (B)(6)
Meteorological Tower, greater than 100 feet in height	MUP	28.78.20(A) & (B)(6)
28.79 RESOURCE CONSERVATION USES		
None allowed		

Notes:

6. Any development within the Suisun Marsh, as defined by Section 29114 of the Public Resources Code, shall be subject to obtaining a Marsh Development Permit pursuant to the Suisun Marsh Preservation Act of 1977, and as provided for in Section 28.104 of this Code.

28.41.40 – Commercial District Development Standards

Subdivision, new land uses, main buildings including primary and secondary dwellings, and alterations to existing land uses and buildings, shall be designed, constructed, and/or established in compliance with the applicable development standards delineated or referenced in Table 28-41B.

Table 28.41B	
DEVELOPMENT STANDARDS FOR MAIN BUILDING, ACCESSORY STRUCTURES, AND USES	
C-R-L Zoning District	
PRIMARY BUILDING	
Minimum Lot Area	None
Setbacks	
Front	Twenty feet; except that buildings shall not be less than fifty feet from the centerline of the street, and unless otherwise indicated by building lines on the zoning maps.
Sides (each)	None
Rear	None
Between structures	10 feet
Height limit	Thirty-five feet; provided that additional height may be permitted if a use permit is first secured, but in no case more than 50 feet
ACCESSORY STRUCTURES AND USES	
Setbacks	Accessory buildings shall not be less than sixty feet from the front property line nor less than twenty feet from any side or rear property line, nor less than thirty feet from any dwelling unit on the property.
OTHER STANDARDS	
Loading Requirements	Adequate, private, off-street space for the loading and unloading of all materials.
Parking Requirements	Parking shall be provided in conformance with the parking standards in Section 28.94
Signs	All signs shall comply with the sign requirements in Section 28.96

Part II-E – Solano County Code

Chapter 28, Section 28.42

Manufacturing Districts

[Portions of section applicable to Industrial – Water Dependent (I-WD) District]

Section 28.42 – MANUFACTURING AND INDUSTRIAL DISTRICTS

Subsections:

28.42.10 – Manufacturing and Industrial District(s)

28.42.11 – Purpose of Manufacturing and Industrial Districts

28.42.20 – Manufacturing and Industrial Districts Land Uses and Permit requirements

28.42.30 – Manufacturing and Industrial District Development Standards

28.42.10 – Manufacturing and Industrial Districts

This Section includes regulations for the following zoning districts:

Manufacturing - Limited (M-L) District

Manufacturing - General (M-G-1/2) District

Manufacturing - General (M-G-3) District

Industrial – Water Dependent (I-WD) District

28.42.11 – Purpose of Manufacturing and Industrial District(s)

This Section lists the uses of land that may be allowed within the areas of the County designated for industrial and manufacturing land uses. It also determines the type of land use approval required for each use within each district, and provides general standards for site development.

The purpose of the different industrial and manufacturing zoning districts and the manner in which they are applied are as follows:

C. Industrial – Water Dependent (I-WD) District

Certain waterfront lands within Solano County are of statewide and regional significance because they are among the few remaining deep-water sites suitable for water-dependent industries. Furthermore, significant agricultural and marsh lands are nearby resources which the County is committed to preserve. For this reason, the I-WD district is established to reserve waterfront lands for large-scale, water-dependent industries to assure the efficient use of waterfront industrial sites, and to ensure that impact upon nearby environmentally sensitive lands are minimized.

The provisions of this Section shall be strictly interpreted to assure that only those industries which depend on a waterfront site are to locate within this district. It is expressly understood that prior to consideration of any industrial proposal within the district, the Planning Commission shall determine the industry's need for a waterfront site and assure its conformance with the provisions of the Solano County General Plan, this Chapter, and where applicable, the Suisun Marsh Preservation Act of 1977. Industries seeking to locate in the area designated Water Related Industrial Reserve on the Suisun Marsh Protection Plan Map are to be governed by the definition of water-related industry contained in the San Francisco Bay Plan. Those industries which are not considered to be water dependent may continue to locate within other industrial districts.

Some of the land in this district is lowland grassland or seasonal marsh which has existing value as wetland habitat or is suitable for restoration to wetland habitat. These areas have subsided and may be filled, using approved dredged sediments, and restored to tidal, managed, or seasonal wetlands, for the purpose of increasing their natural resource value and restoring some of the formerly natural tidal wetland area. Restored wetlands shall remain as wetlands and not be developed for industrial uses.

28.42.20 Manufacturing and Industrial Land Uses and Permit Requirements

A. Allowed Uses and Permit Requirements

Table 28.42A identifies the land uses allowed by this Zoning Ordinance in each manufacturing and industrial district and the land use permit required to establish each use. In addition to the land use permit required by Table 28-42A, special requirements may apply to certain uses.

B. Marsh Development Permit Requirements

Any development within the Suisun Marsh, as defined by Section 29114 of the Public Resources Code, shall be subject to obtaining a Marsh Development Permit pursuant to the Suisun Marsh Preservation Act of 1977 and as provided for in Section 28.104 of this Code. When a land use subject to a marsh development permit is proposed in both the Primary Management Area and Secondary Management Area, as defined in the Suisun Marsh Preservation Act of 1977, the land use shall be subject to a use permit covering the whole of the project.

C. Architectural Review

Architectural Approval may be required for certain uses, in compliance with Section 28.102 (Architectural Approval).

D. Building Permits

A Building Permit shall be required prior to any construction. Prior to the issuance of a building permit, the Zoning Administrator or Planning Commission may require evidence that adequate controls, measures or devices will be provided to meet performance standards for this zone, as provided in Section 28.95, all to insure and protect the public interest, health, comfort, convenience, safety, and general welfare.

E. Land Use Regulations

Where the last column in Table 28.42A (Land Use Regulations) includes a section number, e.g. 28.70.10, the zoning regulations in the referenced section apply to the use. Where the last column includes a chapter number, e.g. Chapter 13.6, the regulations in the referenced Solano County Code apply to the use. Provisions in other sections of this Zoning Ordinance may also apply.

F. Non-Conforming Uses

Within the Suisun Marsh, as defined by Section 29114 of the Public Resources Code, uses established prior to August 4, 1981 that do not conform to the uses set forth in Table 28.42A shall be considered nonconforming uses under Section 28.114, except that non-substantial changes, alterations, and additions to nonconforming uses may be allowed within the existing established project footprint area subject to a marsh development permit, pursuant to the Suisun Marsh Preservation Act of 1977 and as provided for in Section 28.104 of this Code. The overall existing development area may not be expanded under these provisions. Development within the existing development area should minimize additional impervious surfaces. An adequate buffer should be established or maintained between the development areas and any water, wetlands, or other Marsh habitat to protect the habitat from adverse environmental impacts. An erosion, sediment, and runoff control plan shall be prepared in accordance with Section 31.26(b) of the Solano County Grading, Drainage, Land Leveling and Erosion Control Ordinance. When the non-conforming uses is located in both the Primary Management Area and Secondary Management Area, as defined by the Suisun Marsh Preservation Act of 1977, non-substantial changes, alterations, and additions to the nonconforming use shall be subject to a use permit covering the whole of the project.

G. Site Development and Other Standards

All uses shall comply with the provisions of Article IV, Section 28-90 Site Development and Other Standards which includes standards for parking, signs and other project elements.

Table 28.42A TABLE OF ALLOWED USES

**A = Allowed by right, AP = Administrative Permit, MUP = Minor Use Permit,
UP = Use Permit, - - - = Prohibited**

ALLOWED USES	Permit Requirements	Land Use Regulations
See Definitions Section 28.10	I-WD Zoning District ⁽⁸⁾	See Section 28.70.10
28.71 AGRICULTURAL USES		
A. CROP PRODUCTION AND GRAZING		
Non-irrigated and non-cultivated farming	A ⁽⁵⁾	
Grazing	A ⁽⁵⁾	
B. AGRICULTURAL PROCESSING USES		
None allowed		
C. ANIMAL FACILITIES AND OPERATIONS		
Confined Animal Facility	UP ⁽⁵⁾	28.73.30(A) & (B)(1)
Fowl and Poultry Ranch	UP ⁽⁵⁾	28.73.30(A) & (B)(2)
D. OTHER AGRICULTURAL OPERATIONS		
None allowed		
28.72 RESIDENTIAL USES		
None allowed		
28.73 RECREATION, EDUCATION, AND PUBLIC ASSEMBLY USES		
None allowed		
28.74 RETAIL AND OFFICE USES		
None Allowed		
28.75 TOURIST USES		
A. AGRITOURISM		
None Allowed		
B. TEMPORARY AGRITOURISM		
None Allowed		
28.76 COMMERCIAL SERVICE USES		
None Allowed		
28.77 INDUSTRIAL, MANUFACTURING, PROCESSING AND WHOLESALE USES		
A. INDUSTRIAL, MANUFACTURING AND PROCESSING USES		
Waterfront Facilities		
Waterfront Storage Facility	UP ⁽⁷⁾	
Waterfront Manufacturing or Processing Facility	UP ⁽⁷⁾	
Water-Using Facility	UP ⁽⁷⁾	
Associated Manufacturing or Processing Uses	UP ⁽⁷⁾	
Berthing Facility	UP ⁽⁷⁾	
Support Facilities	UP ⁽⁷⁾	
Accessory Structures and Uses	UP ⁽⁷⁾	
B. WHOLESALE USES		
None Allowed		

Table 28.42A TABLE OF ALLOWED USES

**A = Allowed by right, AP = Administrative Permit, MUP = Minor Use Permit,
UP = Use Permit, - - - = Prohibited**

ALLOWED USES	Permit Requirements	Land Use Regulations
See Definitions Section 28.10	I-WD Zoning District ⁽⁸⁾	See Section 28.70.10
28.78 COMMUNICATION, INFRASTRUCTURE AND SERVICE USES		
A. COMMUNICATION USES		
Wireless communication facility		
<i>Co-location</i>	MUP	28.81
<i>New tower</i>	UP	28.81
B. INFRASTRUCTURE USES		
Commercial wind turbine generator	UP	28.80
Dredge Disposal Site	UP	28.78.20(A)
Non-commercial wind turbine		
<i>100 feet or less in height</i>	A	28.80
<i>Over 100 feet in height</i>	- - -	28.80
Oil or Gas Well ⁽⁹⁾	AP	28.78.20(A) & (B)(7)
Pipeline, transmission or distribution line in R.O.W.	A	28.78.20(A) & (B)(8)
Utility facilities or infrastructure, outside of R.O.W.	UP	28.78.20(A) & (B)(9)
C. PUBLIC SERVICE USES		
None allowed		
D. TEMPORARY CONSTRUCTION AND INFRASTRUCTURE		
Meteorological Tower, 100 feet or less in height	AP	28.78.20(A) & (B)(6)
Meteorological Tower, greater than 100 feet in height	MUP	28.78.20(A) & (B)(6)
28.79 RESOURCE CONSERVATION USES		
Rehandling of dredged materials for on-site and off-site use.	UP ⁽⁶⁾	28.79.10(A)
Restoration of Tidal, Managed and Seasonal Wetlands using dredge sediments	UP	28.79.10(A)

Notes:

5. As an interim use.
6. Where a use is granted pursuant to an approved and certified Specific Plan or Policy Plan the further requirement of a Use Permit may be waived
7. Water Front facilities are subject to adoption of a Specific Plan or Policy Plan by the Board of Supervisors and certification of the plan by the Bay Conservation and Development Commission prior to development.
8. Any development within the Suisun Marsh, as defined by Section 29114 of the Public Resources Code, shall be subject to obtaining a Marsh Development Permit pursuant to the Suisun Marsh Preservation Act of 1977 and as provided for in Section 28.104 of this Code.

9. Oil wells not permitted in the Suisun Marsh primary and secondary management areas.

28.42.30 – Manufacturing and Industrial District Development Standards:

Subdivision, new land uses, main buildings including primary and secondary dwellings, and alterations to existing land uses and buildings, shall be designed, constructed, and/or established in compliance with the applicable development standards delineated or referenced in Table 28-42B.

Table 28.42B	
DEVELOPMENT STANDARDS FOR MAIN BUILDING, ACCESSORY STRUCTURES AND USES	
I-WD Zoning District	
PRIMARY BUILDING	
Minimum Lot Area	Determined by the conditions of the approved and certified specific plan or policy plan. Parcels less than two hundred acres in area are permitted only if they accommodate uses which are directly auxiliary to approved industrial uses on larger sites.
Setbacks	
Front	Where parcel abuts an agricultural district, the minimum building setback shall be five hundred feet except where otherwise provided by specific guidelines set forth in a specific plan or policy plan for the Collinsville area. Other setbacks shall be established by the Planning Commission or Zoning Administrator in conformance with the specific setback requirements set forth in a specific plan or policy plan for the Collinsville area.
Sides (each)	Where parcel abuts an agricultural district, the minimum building setback shall be five hundred feet except where otherwise provided by specific guidelines set forth in a specific plan or policy plan for the Collinsville area. Other setbacks shall be established by the Planning Commission or Zoning Administrator in conformance with the specific setback requirements set forth in a specific plan or policy plan for the Collinsville area.
Rear	Twenty feet; except that forty feet shall be required for any building over one story or twenty-five feet in height when adjacent to any R district.
Between structures	10 feet
Height limit	Height limits as established in a specific plan or policy plan for the Collinsville area; provided, that no structure shall exceed the height limitations of Section 28-99 if located in an airport flight obstruction area.
ACCESSORY STRUCTURES	
Setbacks	<i>Accessory buildings shall not be less than sixty feet from the front property line nor less than twenty feet from any side or rear property line, nor less than thirty feet from any dwelling unit on the property.</i>

OTHER STANDARDS	
Loading Requirements	Loading and unloading spaces shall be provided as required by the Zoning Administrator and Planning Commission. Loading space shall not be located in the required front yard.
Parking Requirements	Parking shall be provided in conformance with the parking standards in Section 28.94
Signs	All signs shall comply with the sign requirements in Section 28.96
Other Requirements	<p>In the I-WD District, application for policy plan shall be prepared in accordance with the provisions of Section 28.68, and shall follow the seven-step development review process for siting waterfront industries as set forth within the General Plan and the following criteria:</p> <ol style="list-style-type: none"> 1. Adequate provision is made, through the dedication of property or by other means, to provide for the protection of adjacent agricultural uses, easements for connections to berth facilities, and where feasible, open space, public access, and wetlands preservation. 2. Adequate safeguards are provided for the safe transport, transfer, storage, and emission of substances potentially hazardous to health, life or property.

Part II-F – Solano County Code

Chapter 28, Section 28.52

Marsh Preservation (MP) District [Full Section]

Section 28.52 – MARSH PRESERVATION (MP) DISTRICT

Subsections:

28.38.10 – Marsh Preservation District

28.38.11 – Purposes of Marsh Preservation District

28.38.20 – Marsh Preservation District Land Uses and Permit Requirements

28.38.30 – Marsh Preservation District Development Standards

28.52.10 – Marsh Preservation District

This Section includes regulations for MP zoning district.

28.52.11 – Purpose of Marsh Preservation District

This Section lists the uses of land that may be allowed within the Marsh Preservation (MP) zoning district, established by Section 28.13 (Districts Designated and Established). It also determines the type of land use approval required for each type of use and provides general standards for site development.

Marshes, wetlands, and certain adjacent grasslands within the County represent an area of significant aquatic and wildlife habitat and are an irreplaceable and unique resource to the people of the County, State, and the Nation. Therefore, the Board of Supervisors has determined it is in the interest of the County to preserve and enhance the quality and diversity of marsh habitats, within which marsh-oriented uses shall be encouraged to the exclusion of such other uses of land as may be in conflict with the long-term preservation and protection of marsh areas. The provisions of this Section shall be strictly interpreted to provide maximum protection to marsh areas.

28.52.20 – Marsh Preservation District Land Uses and Permit Requirements

A. Allowed Uses and Permit Requirements

Table 28-52A identifies the land uses allowed by this Zoning Ordinance in the Marsh Preservation district and the land use permit required to establish each use. In addition to the land use permit required by Table 28-52A, special requirements may apply to certain uses.

B Marsh Development Permit Requirements

Any development within the Suisun Marsh, as defined by Section 29114 of the Public Resources Code, shall be subject to obtaining a Marsh Development Permit pursuant to the Suisun Marsh Preservation Act of 1977 and as provided for in Section 28.104 of this Code. When a land use subject to a marsh development permit is proposed in both the Primary Management Area and Secondary Management Area, as defined in the Suisun Marsh Preservation Act of 1977, the land use shall be subject to a use permit covering the whole of the project.

C. Architectural Review

Architectural Approval may be required for certain uses, in compliance with Section 28.102 (Architectural Approval).

D. Building Permits

A Building Permit shall be required prior to any construction.

E. Land Use Regulations

Where the last column in Table 28.52A (Land Use Regulations) includes a section number, e.g. 28.70.10, the zoning regulations in the referenced section apply to the use. Where the last column includes a chapter number, e.g. Chapter 13.6, the regulations in the referenced Solano County Code apply to the use. Provisions in other sections of this Zoning Ordinance may also apply.

F. Non-Conforming Uses

Within the Suisun Marsh, as defined by Section 29101 of the Public Resources Code, uses established prior to 1977 that do not conform to the uses set forth in Table 28.38A shall be considered nonconforming uses under Section 28.114 and subject to Section 28.18, except that non-substantial changes, alterations, and additions to nonconforming uses may be allowed within the existing established project footprint area subject to a marsh development permit pursuant to the Suisun Marsh Preservation Act of 1977 and as provided for in Section 28.104 of this code. The overall existing development area may not be expanded under these provisions. Development within the existing development area should minimize additional impervious surfaces. An adequate buffer should be established or maintained between the development areas and any water, wetlands, or other Marsh habitat to protect the habitat from adverse environmental impacts. An erosion, sediment, and runoff control plan shall be prepared in accordance with Section 31.26(b) of the Solano County Grading, Drainage, Land Leveling and Erosion Control Ordinance. When the non-conforming use is located in both the Primary Management Area and Secondary Management Area, as defined by the Suisun Marsh

Preservation Act of 1977, non-substantial changes, alterations, and additions to the nonconforming use shall be subject to a use permit covering the whole of the project.

G. Site Development and Other Standards

All uses shall comply with the provisions of Article IV, Section 28-90 Site Development and Other Standards which includes standards for parking, signs and other project elements.

Table 28.52A TABLE OF ALLOWED USES		
A = Allowed by right, AP = Administrative Permit, MUP = Minor Use Permit, UP = Use Permit, - - - = Prohibited		
ALLOWED USES	Permit Requirements	Land Use Regulations
See Definitions Section 28.10	MP⁽¹⁾ Zoning District	See Section 28.70.10
28.71 AGRICULTURAL USES		
A. CROP PRODUCTION AND GRAZING		
Non-irrigated and non-cultivated farming	A ⁽²⁾	
Grazing	A ⁽²⁾	
B. AGRICULTURAL PROCESSING USES		
None allowed		
C. ANIMAL FACILITIES AND OPERATIONS		
None allowed		
D. OTHER AGRICULTURAL OPERATIONS		
Agricultural employee housing	UP	28.71.40(A) & (B)(1)
28.72 RESIDENTIAL USES		
A. DWELLINGS		
Primary Dwelling ⁽³⁾	A	28.72.10(A)
B. TEMPORARY RESIDENTIAL USES		
None allowed		
C. AGRICULTURAL AND ANIMAL FACILITIES INCIDENTAL TO A RESIDENCE		
None allowed		
D. OTHER RESIDENTIAL USES		
None allowed		
28.73 RECREATION, EDUCATION, AND PUBLIC ASSEMBLY USES		
A. RECREATION USES		
Complementary Commercial Facility	UP	28.73.10(A)
Marsh oriented recreation	UP	28.73.10(A)
Public open space area	A	28.73.10(A)
B. EDUCATION USES		
Marsh Education	UP	28.73.20(A)
C. PUBLIC ASSEMBLY USES		
None allowed		
28.74 RETAIL AND OFFICE USES		
A. RETAIL USES		
None Allowed		
B. OFFICE USES		
Marsh research facility	UP	28.74.20(A)

Table 28.52A TABLE OF ALLOWED USES

**A = Allowed by right, AP = Administrative Permit, MUP = Minor Use Permit,
UP = Use Permit, - - - = Prohibited**

ALLOWED USES	Permit Requirements	Land Use Regulations
See Definitions Section 28.10	MP⁽¹⁾ Zoning District	See Section 28.70.10
28.75 TOURIST USES		
None Allowed		
28.76 COMMERCIAL SERVICE USES		
None Allowed		
28.77 INDUSTRIAL, MANUFACTURING, PROCESSING AND WHOLESALE USES		
None Allowed		
28.78 COMMUNICATION, INFRASTRUCTURE AND SERVICE USES		
A. COMMUNICATION USES		
None Allowed		
B. INFRASTRUCTURE USES		
Commercial wind turbine generator	- - -	
Dredging of minerals and natural resources	UP	28.78.20(A)
Non-commercial wind turbine		
<i>100 feet or less in height</i>	A	28.80
<i>Over 100 feet in height</i>	- - -	
Gas Well ⁽⁴⁾ , Natural Gas Storage	UP	28.78.20(A) & (B)(7)
Pipeline, transmission or distribution line in R.O.W.	A	28.78.20(A) & (B)(8)
Utility facilities or infrastructure, outside of R.O.W.	UP	28.78.20(A) & (B)(9)
C. PUBLIC SERVICE USES		
Public Service Facility	UP	28.78.30(A) & (B)(4)
D. TEMPORARY CONSTRUCTION AND INFRASTRUCTURE		
Temporary facility for the transfer of material from shore to barge	UP	28.78.40(A)
28.79 RESOURCE CONSERVATION USES		
Conservation or Mitigation Bank	UP	28.79.10(A)
Growing of plants and natural feed important to wildlife habitat	A	28.79.10(A)
Restoration of tidal, managed, and seasonal wetlands using dredge sediments	UP	28.79.10(A)

Notes:

- Any development within the Suisun Marsh, as defined by Section 29114 of the Public Resources Code, shall be subject to obtaining a Marsh Development Permit pursuant to the Suisun Marsh Preservation Act of 1977, and as provided for in Section 28.104 of this Code.
- Management of wetlands and agricultural operations, with emphasis on grain and hay crop production, pasture, grazing, and the growing of plants and natural feed important to wildlife habitat.

- 3 Buildings and uses clearly accessory or incidental to any permitted use located on the premises, including a one-family dwelling or a manufactured dwelling, barns, private stables, sheds, and other associated buildings.
4. Oil wells not permitted in the Suisun Marsh Primary and Secondary Management Areas.

28.38.30 – Marsh Preservation District Development Standards

Subdivision, new land uses, main buildings including primary and secondary dwellings, and alterations to existing land uses and buildings, shall be designed, constructed, and/or established in compliance with the applicable development standards delineated or referenced in Table 28-52B.

TABLE 28.52B	
DEVELOPMENT STANDARDS FOR MAIN BUILDING, ACCESSORY STRUCTURES, AND USES	
MAIN BUILDING	
Minimum Lot Area	250 acres
Setbacks	
Front	Ten feet; unless otherwise indicated by building lines on the zoning maps.
Sides (each)	Ten feet; unless otherwise indicated by building lines on the zoning maps.
Rear	Ten feet; unless otherwise indicated by building lines on the zoning maps.
Between structures	10 feet
Height limit	<i>Thirty-five feet; provided, that additional height may be permitted for non-dwelling structures, including windmills, silos, and private water tanks; and provided further, that no such structure shall exceed the heights allowed in Section 28-99 of this code, if located in an airport flight obstruction area.</i>
ACCESSORY STRUCTURES AND USES	
Setbacks	<i>Accessory buildings shall not be less than sixty feet from the front property line nor less than twenty feet from any side or rear property line, nor less than thirty feet from any dwelling unit on the property.</i>

OTHER STANDARDS	
Parking Requirements	<i>Parking shall be provided in conformance with the parking standards in Section 28.94</i>
Signs	<i>All signs shall comply with the sign requirements in Section 28.96</i>

Part II-G – Solano County Code

Chapter 28, Section 28.78

Subsection 28.78.20(B) – Land Use Regulations for Infrastructure Uses, subparagraphs (3), (8), & (9)

3. **Waste Disposal, Processing, or Composting.** Disposal, processing, or composting of waste shall show that adequate controls or measures will be taken to prevent offensive smoke, odors, and fumes; and shall be located so that truck traffic noise and vibration shall not be offensive to neighboring dwellings.
8. **Pipeline, transmission line, or distribution line, inside of R.O.W.** Public utility, electric, gas, water, oil, and telephone transmission and distribution lines shall be permitted in any district without the necessity of first obtaining a use permit; provided, that maps showing proposed routes of such transmission lines, together with a written statement of approximate structure heights and right-of-way widths, shall be submitted to the Planning Commission, and routes mutually acceptable to the Planning Commission and utility agencies concerned shall be determined in writing prior to acquisition of any rights-of-way. Each transmission line route proposal submitted in accordance herewith shall be accompanied by a fee or fees as may be set by the Board of Supervisors by resolution pursuant to Section 11-111 of this Code. No part of such fee shall be refundable.
9. **Utility Facilities or Infrastructure, outside of R.O.W.** All utility accessory uses and structures for transmission or distribution of electricity, gas, water, oil, gasoline, telephone, television or other utility services may be permitted in any district. Utility accessory uses and structures include, but are not limited to, compression, drying, regeneration stations, substations, or pumping stations.

Part II-H – Solano County Code

Chapter 28, Section 28.104

Marsh Development Permit [Full Section]

Section 28.104 – MARSH DEVELOPMENT PERMITS

A. Purpose

The purpose of a marsh development permit is to allow uses within the secondary management of the Suisun Marsh, subject to specific conditions and County approval. Lands designated as Primary or Secondary Management Areas of the Suisun Marsh are those as defined in Section 29101, 29102, and 29103 of the Public Resources Code. County marsh development permits issued in the secondary management area may be appealed to the San Francisco Bay Conservation and Development Commission pursuant to Section 29504 of the Public Resources Code.

B. When Required

A marsh development permit shall be required from any person or entity wishing to undertake a development, as defined in Section 29114 of the Public Resources Code, within the secondary management area of the Suisun Marsh. Any land use development permit or other permit which conforms with the provisions of this Section may serve as a marsh development permit, as determined by the Director of Resource Management. If all or a portion of the site or development is within the Primary Management Area, any required County land use or development permit shall be obtained prior to application for a marsh development permit from the San Francisco Bay Conservation and Development Commission for development within the Primary Management Area, unless that Commission has delegated its permit authority as described in section 29501 of the Public Resources Code. The lawful use of land under County permit, issued prior to the certification of the Suisun Marsh Local Protection Program, shall be eligible for a marsh development permit, provided, such existing use does not have an adverse impact upon the Suisun Marsh.

C. Compliance with Building Codes and Other Ordinances

Approval of a marsh development permit does not exempt the applicant from complying with the requirements of building codes adopted pursuant to other provisions of this Code, or from other ordinances.

D. Application

Application for a marsh development permit within the Secondary Management Area shall be filed by the owner or the owner's agent with the Department of Resource Management. The application shall be in the form prescribed by the Director of Resource Management. The

application shall consist of a written narrative and detailed site plan. When a land use subject to a marsh development permit is proposed in both the Primary Management Area and Secondary Management Area, the land use shall be subject to a marsh development permit covering the whole of the project. The application shall, at a minimum, include the following items and information:

1. Fee or fees as set by the Board of Supervisors, pursuant to Section 11-111 of this code. No part of such fee shall be refundable.
2. A complete legal description of the property.
3. A narrative description of existing uses of the subject property and adjacent properties, proposed uses and improvements on the subject property, and existing and proposed water supply, sewage disposal, and utility service.
4. Facts demonstrating that the proposed marsh development permit, in its entirety, is consistent with the Solano County General Plan, the certified Suisun Marsh Local Protection Program, and the findings described in subsection (h) of this Section.
5. A site plan at a scale no smaller than one inch equal to one hundred feet depicting the following: property lines; the foot print of any pre-existing use or development area; location of proposed work, buildings, and uses, clearly distinguishing existing and proposed improvements; building, parking and landscape coverage and yard setbacks; drainage, water supply, sewage disposal, and utility service; existing and proposed public access areas; Primary and Secondary Management Area boundaries; the approximate distance to the nearest marsh, managed wetland, or tidal areas; and the location and name of nearest public road and private access.
6. Project design and improvement details, including but not limited to preliminary grading plans, building elevations, landscaping, and signs.
7. Performance standards as may be applicable (e.g., hazardous materials and waste management).
8. Such other information as may be required by the Director of Resource Management concerning the proposed development and use of the property, or which the applicant may deem appropriate for a full consideration of the proposal by the Planning Commission or Zoning Administrator.
9. All information required by this Section shall be stated in a manner to describe the character and style of the proposed development and use in sufficient detail to constitute definite criteria under which subsequent development can be judged for compliance.

E. Public Hearing

At least one public hearing on any marsh development permit application shall be held by the Zoning Administrator or the Planning Commission, which shall maintain a public record of all hearings.

F. Public Notice

Notice of this hearing shall be given pursuant to Section 28.04 of this Chapter.

G. Action

1. The Zoning Administrator or Planning Commission may approve a marsh development permit if it finds that the requirements set forth in the certified Suisun Marsh Local Protection Program, this Chapter, and in subsection (h) of this Section are fulfilled.
2. When approving a marsh development permit, the Zoning Administrator or Planning Commission may impose conditions to support the finding enumerated in subsection (h) of this Section, together with guarantees that such conditions will be complied with, based on a finding that such conditions and guarantees are in the public interest.
3. Unless the marsh development permit application is withdrawn, action to approve, conditionally approve, or deny the marsh development permit shall be taken by the Zoning Administrator or Planning Commission within the time limits specified in the Permit Streamlining Act, except that the applicant and Zoning Administrator may mutually agree to extend such period.
4. Any action taken by the Zoning Administrator or the Planning Commission on a marsh development permit application shall not become effective until:
 - (i) The time period for filing an appeal pursuant to Section 28.112 of this Chapter has expired or, if an appeal has been filed, the appeal has been finally decided or withdrawn; and
 - (ii) The twenty (20) working day period after the Bay Conservation and Development Commission has received notice of the County's final action approving the marsh development permit has expired or, if an appeal by or to the Bay Conservation and Development Commission has been filed, the appeal has been withdrawn or the Bay Conservation and Development Commission either determines that the appeal raises no substantial issue or takes no action on the appeal within the time limits specified in section 29524 of the Public Resources Code.

H. Required Findings

A marsh development permit shall not be approved unless the all of the following general findings are made:

1. That the application process complies with the California Environmental Quality Act of 1970, as amended.
2. That the establishment, maintenance, or operation of the use is in conformity with the County General Plan with regard to traffic circulation, population densities and distributions, and all other pertinent aspects.

3. That adequate utilities, access roads, drainage, and other necessary facilities have been or are being provided.
4. That the applicant has exhibited proof that such use will not constitute a nuisance or be detrimental to the health, safety, comfort, or general welfare of the people of the County, or be detrimental to adjacent property or improvements to the neighborhood.
5. That the proposed development shall be consistent with the certified Suisun Marsh Local Protection Program. Where the proposed development is located in both the Secondary and Primary Management Areas, all portions of the proposed development shall be consistent with the certified Suisun Marsh Local Protection Program.

I. Revocation

1. In any case where the conditions of a marsh development permit have not been or are not complied with, or where the use has been abandoned, the Zoning Administrator shall give to the permittee notice of intention to revoke such permit, at least fifteen days prior to a Planning Commission review thereof.
2. Formal rules of evidence shall not apply to revocation proceedings, and witnesses need not be sworn, but the permittee shall be given an opportunity to respond to any evidence or testimony presented by the Zoning Administrator or the public. After conclusion of the review, the Planning Commission may revoke such permit or modify the permit by imposing new or modified conditions to address the previous noncompliance.

J. Expiration

1. Marsh development permits approved for a temporary, fixed period of time shall expire on the date specified in the permit and shall thereafter be null and void, but any such permit may be revised to modify its expiration date if an application to do so is filed at least 30 days prior to the expiration date. Marsh development permits approved for an indefinite period do not expire but shall be revoked by the Planning Commission if abandoned or not timely renewed.
2. In any case where a marsh development permit has not been exercised within one year after the date of approval thereof, or any other period for exercise stated in a condition of the permit, then without further action by the Zoning Administrator or Planning Commission, the marsh development permit shall expire and thereafter be null and void; except that upon written request by the permittee, the Zoning Administrator may authorize an extension of the permit not to exceed one year. Only one such extension may be granted.

K. Reapplication

Whenever a marsh development permit application has been denied for a specific use, no new application covering all or a portion of the property involved in the original application shall be accepted by the Department of Resource Management for a period of six months from the

effective date of the final denial of the original application; provided, that upon a showing of a substantial change of circumstances, the Planning Commission may allow the filing of a new application prior to the expiration of the six-month period.

L. Appeal

Appeal from the action of the Zoning Administrator or Planning Commission may be made according to the provisions of Section 28.112 of this code.

M. Minor Revisions

Minor revisions not constituting substantial alteration in the marsh development permit, or any element thereof, may be reviewed and approved by the Zoning Administrator or Planning Commission, whichever shall have issued the permit sought to be revised. Each application for a minor revision shall be accompanied by a fee as may be set by the Board of Supervisors, pursuant to Section 11-111 of this code. No part of said fee or fees shall be refundable.

N. Renewal

A marsh development permit approved for an indefinite period shall be subject to periodic renewal every five years, or such other period of time as may be set by the zoning administrator or planning commission in approving a marsh development permit. The zoning administrator shall administratively approve a marsh development renewal if the following conditions are satisfied:

1. The permittee has requested renewal;
2. The permittee has paid a renewal fee as may be set by the Board of Supervisors, pursuant to Section 11-111 of this Code: and
3. The development is in full compliance with all conditions of the marsh development permit.

If the Zoning Administrator is unable to approve a renewal, the marsh development permit shall be set for revocation. Every marsh permit approved in conjunction with a use permit prior to September 27, 2012, and still in effect as of that date shall be subject to the renewal period and procedure described in this subsection unless a different period or procedure is specifically described in the conditions of the marsh development permit or use permit.

Part II-I – Solano County Code

Chapter 31

Sections 31-12, 31-20, 31-21, 31-30, and 31-40 [exerpts]

Section 31-12 – Definitions

For the purpose of this Chapter, the following words and phrases shall have the meanings respectively ascribed to them by this Section:

Protected Channels are those channels flowing or which will flow into the Suisun Marsh identified on that diagram entitled “Protected Channels of the Suisun Marsh Watershed,” which is on file at the Department of Resource Management and is incorporated herein as though set forth in full.

Suisun Marsh is the Suisun Marsh as defined in Public Resources Code section 29101.

Suisun Marsh Watershed is the immediate watershed of the Suisun Marsh as defined in Public Resources Code section 29104.

Top of Bank means the upper elevation of land which defines the shape of a channel, conduit, canal, or ditch. The top of the bank of a normal channel does not include, nor shall the adjacent area be measured from, swales or other low-lying lands contiguous to said normal channel which are subject to occasional inundation by rain waters or discharges of irrigation waters.

Section 31-20 – Grading and Drainage Permit Requirements

(c) Suisun Marsh Protection.

(1) Prior to the issuance of a grading and drainage permit for sites located within the Suisun Marsh, a marsh development permit must be obtained.

(2) It shall be unlawful to do any of the following activities without a grading and drainage permit within, or in the buffer area extending 25 feet from the top of bank to, any watercourse within the Suisun Marsh or any Protected Channel:

(A) Newly construct any structure, except that the repair, replacement, reconstruction, improvement, or maintenance of any existing structure may be performed unless the Director determines that such repair, replacement, reconstruction, improvement, or maintenance will likely result in an increase in flood elevation, public flood hazard, or increase sedimentation to such an extent that adverse environmental impacts will occur in the Suisun Marsh.

(B) Fill, grade, excavate, obstruct, close, divert, repair, or reconstruct the channel or adjacent buffer area of the channel. Emergency repairs may be commenced prior to obtaining a permit, provided that notification of any such work is given to the Director on the next business day and an application for a grading permit is submitted within ten days.

(C) Cut or remove vegetation, except for:

(i) Grazing, cultivation of land, and other agricultural activities, including cutting or removing vegetation from channels or adjacent areas for agricultural wetland management purposes; or

(ii) Gardening and landscape activities associated with an established residential use.

Section 31-30 – General Design Principles and Standards

(q) In the Suisun Marsh watershed, stream channelization or stream diversions should not be permitted if it would result in significant adverse effects on the quality or quantity of water entering the Marsh. Along Protected Channels in the Suisun Marsh Watershed, any stream modification that would involve the removal of significant existing riparian vegetation should be permitted only if shown to be necessary to ensure the protection of life or existing structures from flood, and only the minimum amount of modification necessary should be allowed in such cases. In the Suisun Marsh, stream modification should not be permitted if it would increase sedimentation or runoff that would cause significant, adverse environmental impacts in the Marsh.

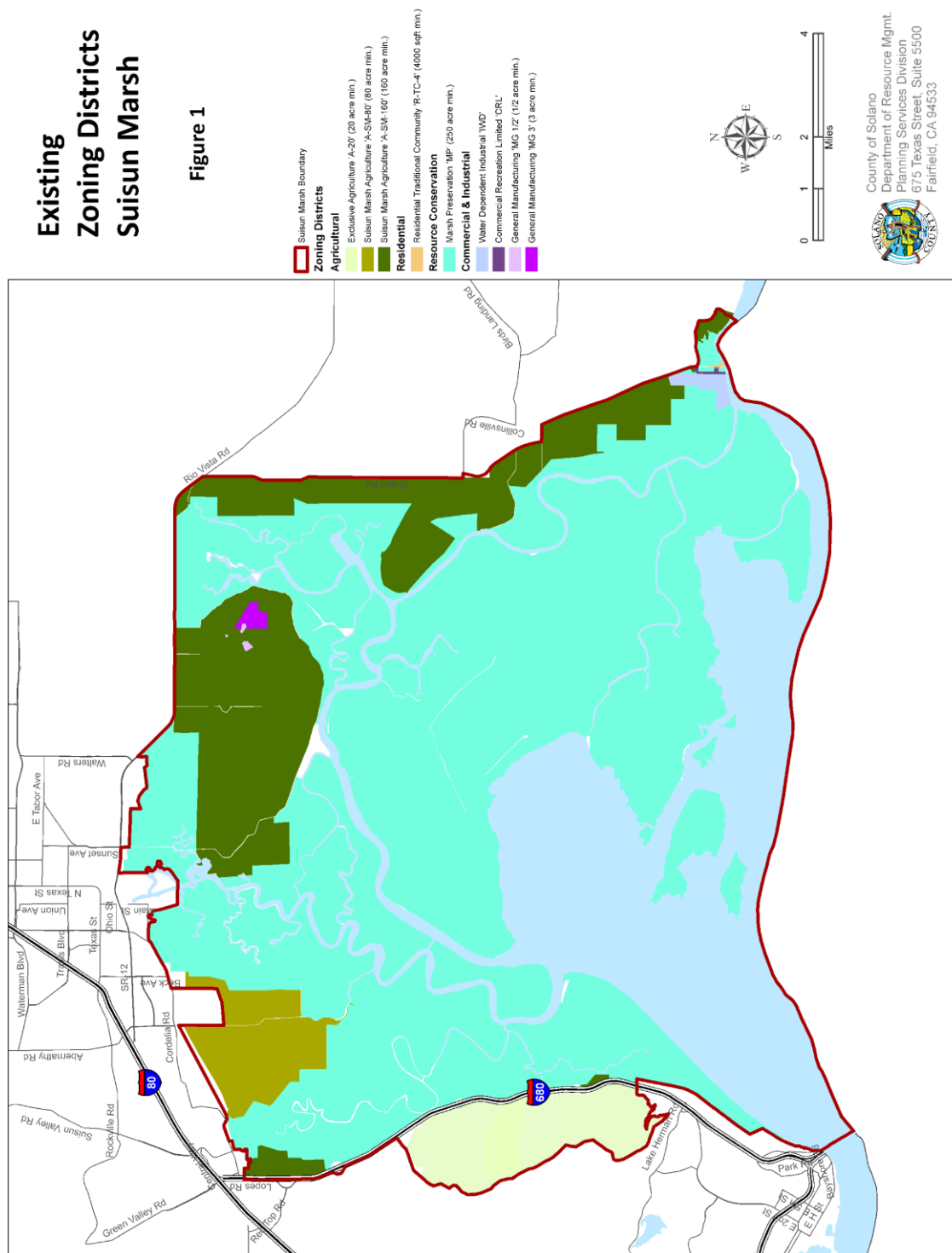
Section 31-40 – Approval and Issuance of Permit

(b) In addition to all general standards and requirements of this Chapter, within the Suisun Marsh and the Suisun Marsh Watershed, the Director shall issue a grading and drainage permit or approve a plan for grading and erosion and sediment control for those activities described in Section 31-20(c) only if the Director finds that the proposed grading complies with design principles and standards described in Section 31-30(q), that riparian habitat will be protected from significant degradation, and that the proposed activity will not increase sedimentation and runoff within or into the Suisun Marsh to such an extent that significant adverse environmental impacts will occur in the Suisun Marsh.

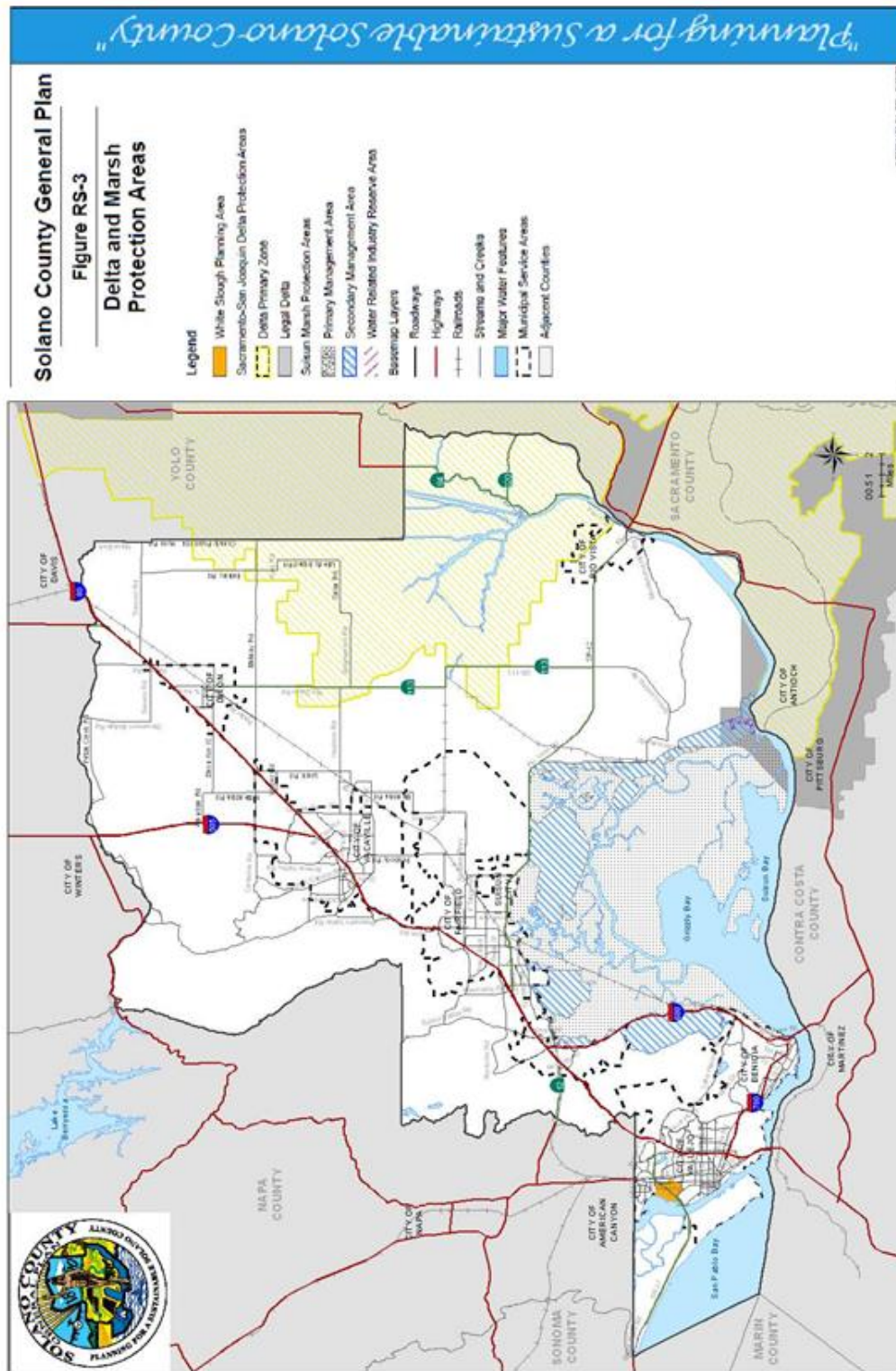
Part III – Figures

Existing Zoning District and Figures from Solano County General Plan and Solano County Code

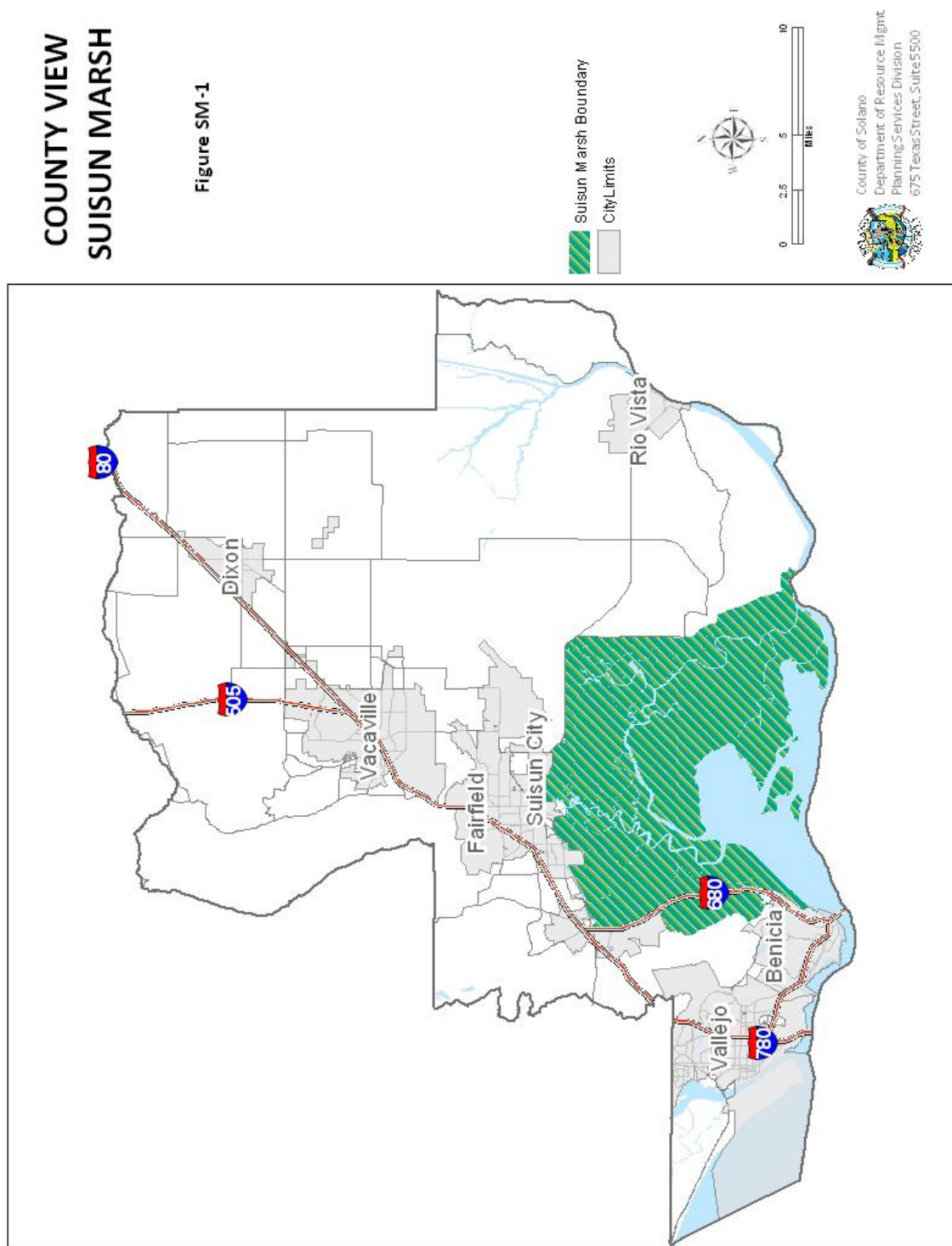
1. Existing Zoning Districts – Suisun Marsh



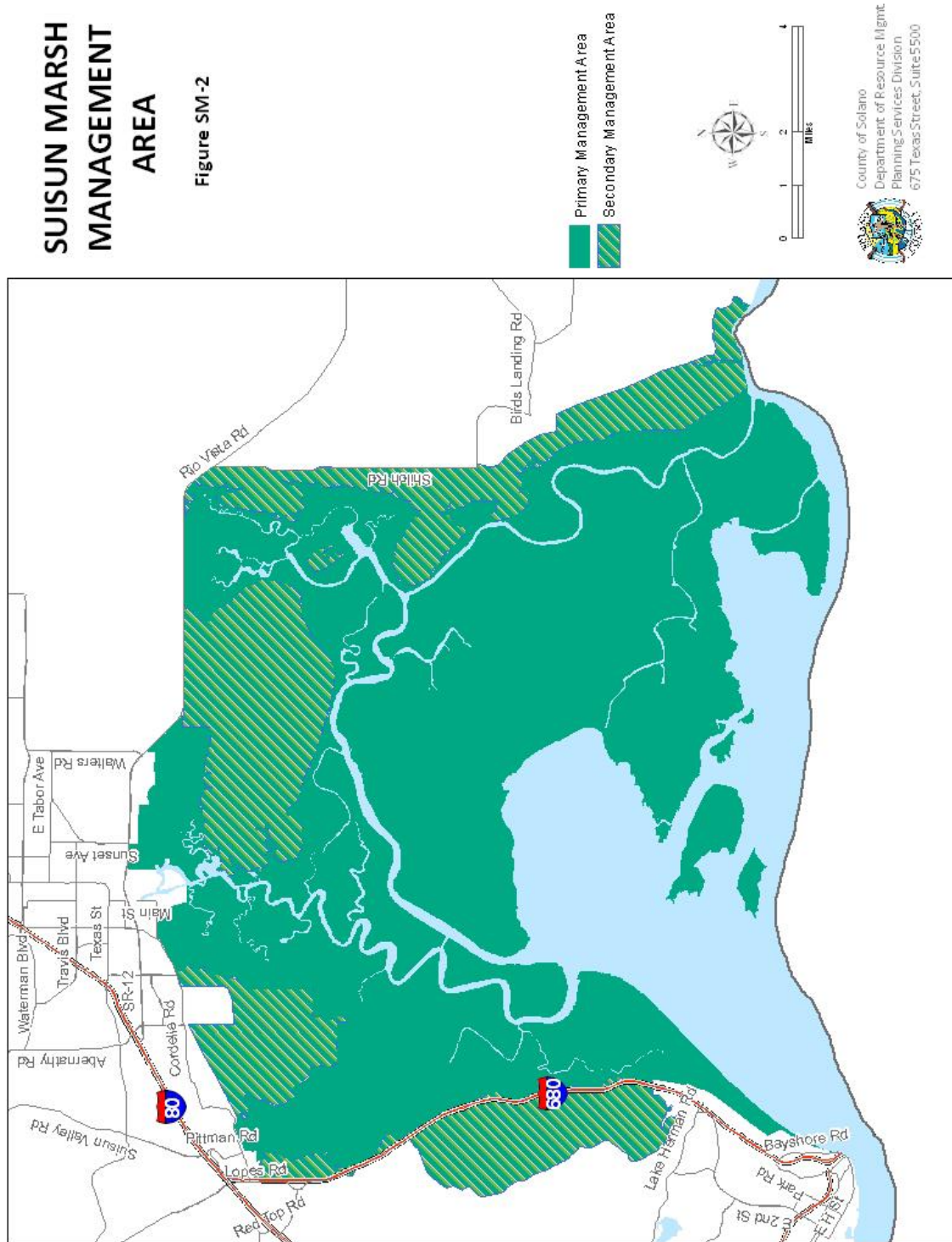
2. General Plan, Chapter 4, Figure RS-3



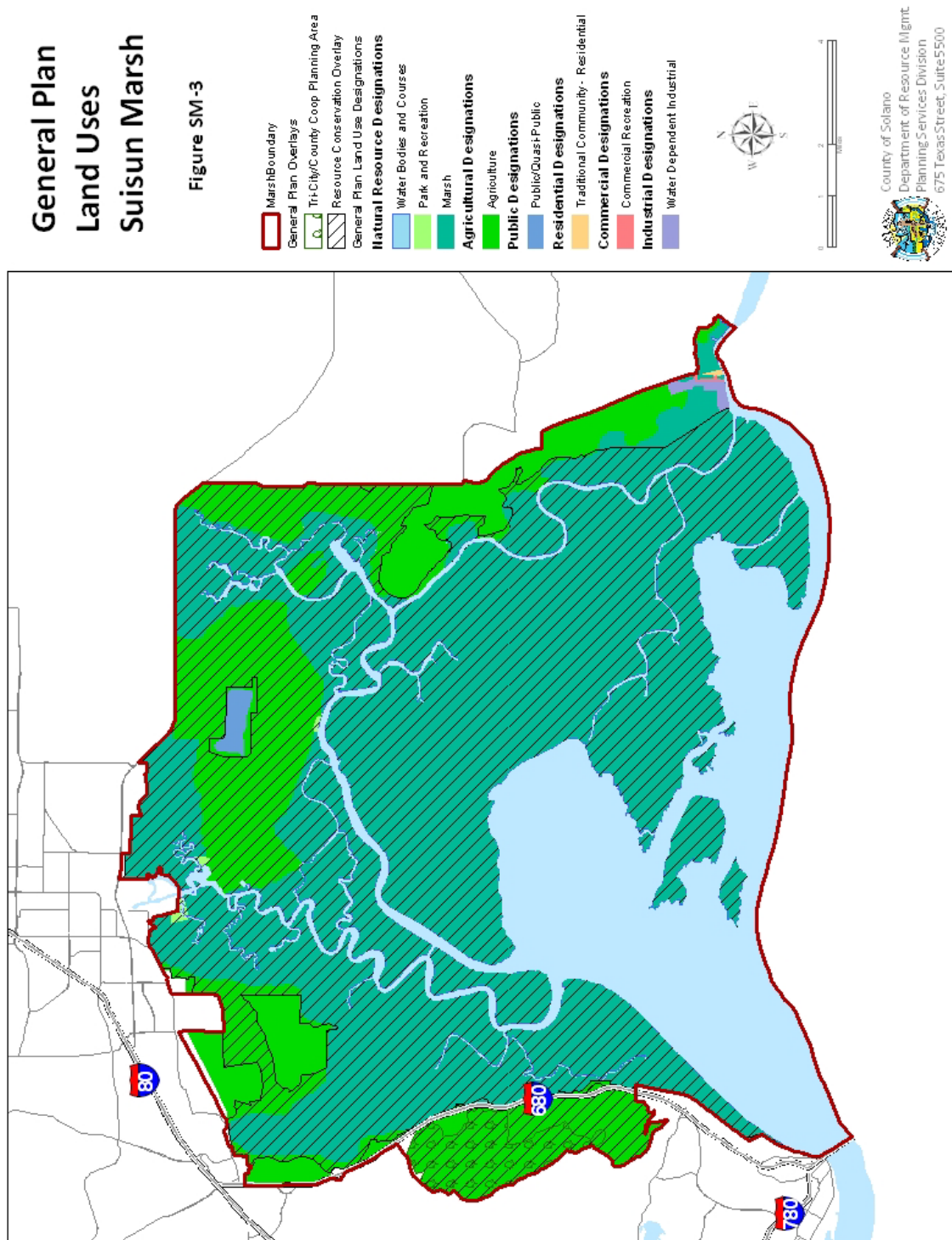
3. General Plan, Chapter 12, Figure SM-1



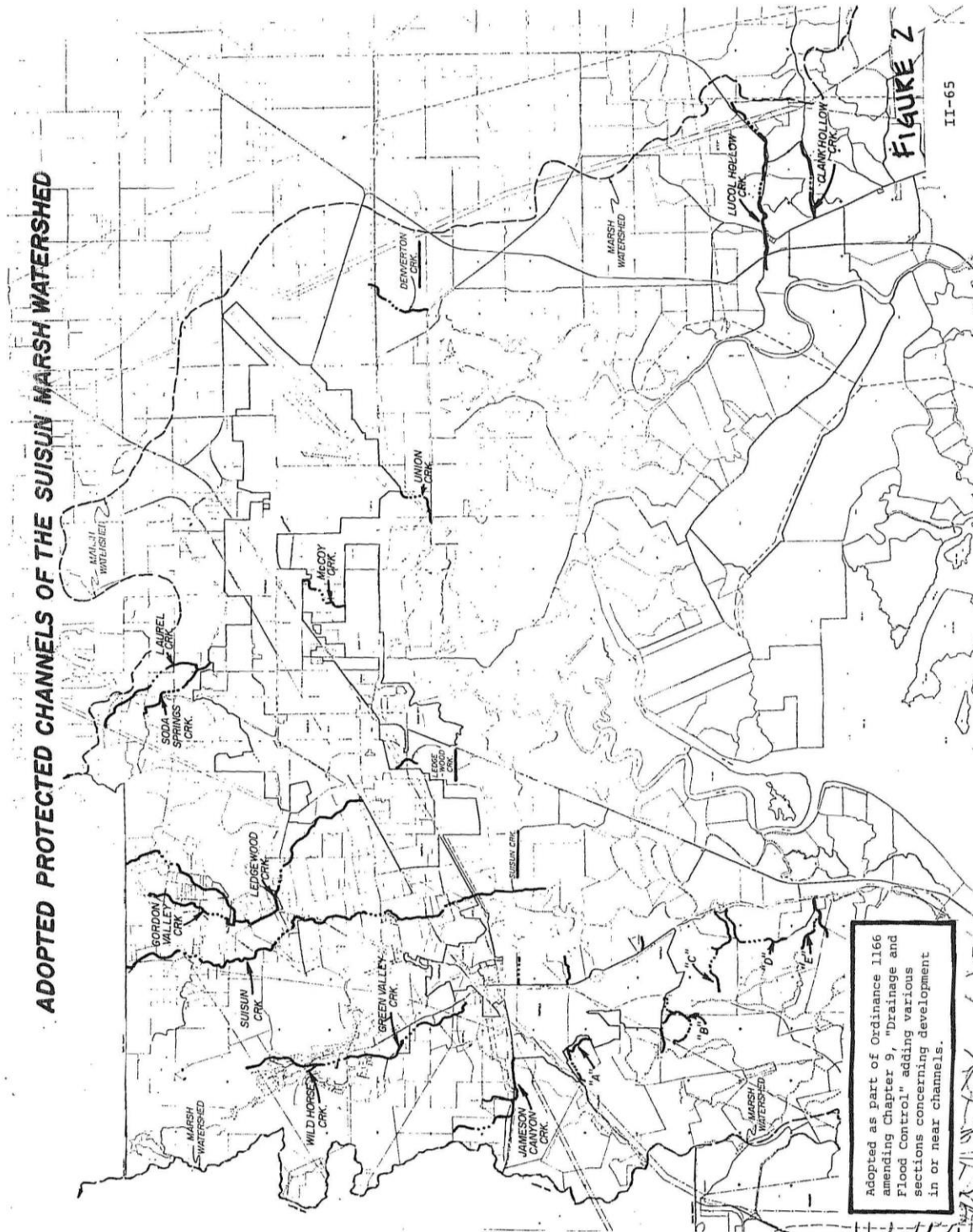
4. General Plan, Chapter 12, Figure SM-2



5. General Plan, Chapter 12, Figure SM-3



6. County Code, Chapter 31, Protected Channels



DEPARTMENT OF RESOURCE MANAGEMENT



**NOTICE OF PUBLIC HEARING
(Board of Supervisors)**

The County of Solano does not discriminate against persons with disabilities and is an accessible facility. If you wish to attend this meeting and you will require assistance in order to participate, please contact Kristine Sowards, Department of Resource Management at 675 Texas Street, Suite 5500, Fairfield, CA (707) 784-6765 at least 24 hours in advance of the event to make reasonable arrangements to ensure accessibility to this meeting.

NOTICE IS GIVEN that the Solano County Board of Supervisors will hold a public hearing to consider a recommendation of the Planning Commission regarding the 2018 Amendment to the County's component of the **Suisun Marsh Local Protection Program** including General Plan Amendment (G-18-02) and Zone Text (ZT-18-04).

If you challenge the proposed consideration in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Board of Supervisors at, or prior to, the public hearing.

Any person wishing to comment on the project and/or review the information contained within the project file may do so at the Solano County Department of Resource Management, Planning Division, County Administration Center, 675 Texas Street, Suite 5500, Fairfield. Staff reports are available by 5:00 p.m. the Friday prior to the meeting at www.solanocounty.com under Quick Clicks, Board Meetings.

The hearing will be held in the Board of Supervisors' Chambers, County Administration Center, 1st Floor, 675 Texas Street, Fairfield on Tuesday, October 2, 2018. This item is scheduled to be heard by the Board at 2:00 p.m. or as soon thereafter as the matter may be heard. Interested persons may appear and be heard at that time.

BIRGITTA E. CORSELLO
Clerk of the Board of Supervisors
County of Solano, State of California



Solano County

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

Agenda Submittal

Agenda #:	17	Status:	Regular Calendar
Type:	Ordinance	Department:	Resource Management
File #:	18-673	Contact:	Mike Yankovich, 784-3159
Agenda date:	10/02/2018	Final Action:	
Title:	Conduct a noticed public hearing to consider Zone Text Amendment, (ZT-18-03) and the Planning Commission's affirmative recommendation; Adopt an ordinance amending Chapter 28 of the Solano County Code to define the short-term rental of a dwelling as a "vacation house rental" and to authorize such land use, subject to an administrative or minor use permit, within the Agricultural, Rural Residential and Watershed Zoning Districts		
Governing body:	Board of Supervisors		
District:	District 2		
Attachments:	A - Ordinance, B - Vacation House Rental Requirements Comparison Table, C - Watershed Map, D - Planning Commission Resolution, E - July 19, 2018 Planning Commission Minutes, F - June 21, 2018 Planning Commission Minutes, G - May 17, 2018 Planning Commission Minutes, H - Notice of Public Hearing		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board of Supervisors:

1. Waive reading of the proposed ordinance;
2. Conduct a public hearing to consider Zone Text Amendment (ZT-18-03); and
3. Adopt the ordinance, Zone Text Amendment, (ZT-18-03), amending Chapter 28 of the Solano County Code regarding Vacation House Rentals.

SUMMARY:

Vacation house rental is increasing in popularity and prevalence, especially given the rise and ease of use of internet based vacation house rental sites. The use of a dwelling unit as a vacation house rental (whole house rental) rather than as a residence is a land use that is not addressed and implicitly not authorized by Chapter 28 (Zoning Regulations) of the Solano County Code. Though not authorized, there were 64 vacation house rentals identified in unincorporated Solano County as of August 2018 by Host Compliance, a firm that provides consulting service to jurisdictions on issues specific to vacation house rentals, making it necessary to consider amending Solano County Code to address this issue.

On July 19, 2018, following a study session on May 17, 2018 and a public hearing on June 21, 2018, the Planning Commission resolved (Resolution No. 4658) to recommend to the Board of Supervisors a proposed

ordinance allowing vacation house rentals in areas zoned for Exclusive Agriculture (A-20), Suisun Valley Agricultural (A-SV), Rural Residential RR 2.5, 5 and 10, and Watershed (W). Under the proposed ordinance vacation house rentals will fall into one of two categories, hosted and unhosted, with general regulations for both categories along with specific regulations for each category. A hosted vacation house rental can occur on a parcel with a primary and secondary dwelling where the property owner resides on the property in the non-rental dwelling, and requires an Administrative Permit approved by the Director of Resource Management, which can be issued if all code requirements are met. An unhosted vacation house rental can occur where the owner does not reside on the property and after a minor use permit from the Zoning Administrator is issued.

FINANCIAL IMPACT:

The cost for preparation of this ordinance is included in the Department of Resource Management's FY2018/19 Adopted Budget. If adopted, the cost to review and approve Administrative Permits and Minor Use Permits will be borne by the department's budget and be mostly offset by existing fees for those permits and services. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

DISCUSSION:

This summer the Planning Commission held three meetings (May 17, June 21 and July 19, 2018) in which short-term rental of houses for periods of less than 30 days were discussed. The discussion included consideration of regulations to assure that this use would be compatible with the residential character of the neighborhoods. Proponents for such use stated that it improves agritourism and increases exposure of Solano County agriculture in general, which could improve prices of the farmer's products. Proponents also stated that this use would benefit the economy since the revenue generated from vacation house rentals would assist farmer's during times when crop yields were down, improve County revenue from Transient Occupancy Tax, and help local businesses by attracting and retaining visitors that would otherwise go to nearby counties to visit and stay overnight. Proponents also stated that the industry is self-regulating through on-line reviews and home owner interest to preserve their properties. Opponents stated that an ordinance allowing vacation rental homes would convert existing long-term rentals to short term rentals and impact housing availability. There was also concerns raised about traffic, noise and trespassing issues. Opponents also claim that local hotels would be impacted as short-term rentals would take away their business. Infrastructure concerns related to sewage disposal and water supply were also stated.

To address concerns, some of the general requirements for any vacation rental home in the proposed ordinance include: limitations of 2 occupants per bedroom plus an additional two occupants and limitation of 10 total occupancy of the rental house; maintenance of quiet hours from 10 pm to 8 am; prohibition of special events, which includes weddings, parties and similar events; prohibition of off street parking and a requirement for three on-site parking spaces for guests; prohibiting outdoor amplified sound; requiring vacation rentals to meet building and fire codes and to submit to a fire inspection prior to operating as a rental; registration and payment of Transient Occupancy Tax; and coverage of the property by commercial insurance. Specific requirements for the unhosted vacation home rental include requiring that a manager be available while the vacation house is rented who can respond within 45-minutes to address on-site issues. A sign with contact information must also be displayed near the front door on an unhosted vacation house rental so the public will know who to contact should there be an issue. The attached table on Vacation House Rental Requirements provides a summary of these requirements for hosted and unhosted vacation house rentals. In terms of infrastructure, it is anticipated that with the limitation on occupancy, a vacation rental house will be used in a manner consistent with the existing septic system sizing for the residential dwelling and no addition to the leach field will be required. The rental will also need to comply with existing state drinking water permitting requirements based on the amount of use occurring.

It should be noted that this ordinance will address rental of the entire house only. It does not address rental of single rooms within a house. Staff intend to bring an ordinance addressing the issue of single room rentals to the Board at a later date.

Environmental Review

Zone Text Amendment will not result in a direct or reasonably foreseeable indirect physical change in the environment and is categorically exempt from further environmental review under Sections 15301 and 15303 of Title 14 of the California Code of Regulations.

Planning Commission Recommendation

The Planning Commission held one study session (May 17) and two public hearings (June 21 and July 19) to obtain information regarding vacation house rentals and on development of specific amendments to regulate them to assure that this use would be compatible with the residential character of the neighborhoods. At the public hearing held on July 19, 2018, the Solano County Planning Commission resolved (Resolution No. 4658) to recommend approval of the zone text amendment ordinance as presented herein to the Board of Supervisors.

Public Notice

Consistent with Government Code Section 65090, a public hearing notice (attached) was published in the Fairfield Daily Republic at least 15 days prior to the public hearing

ALTERNATIVES:

The Board of Supervisors may choose:

1. Not to adopt the ordinance. This is not recommended since public testimony indicates that the use is currently occurring with no regulations and no Transient Occupancy Tax collected.
2. Consider changes to the ordinance. This is not recommended since the Planning Commission held three meetings with a large amount of public testimony.

OTHER AGENCY INVOLVEMENT:

The Planning Commission held three meetings with public input to formulate the draft ordinance.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

ORDINANCE NO. 2018 - _____

AN ORDINANCE AMENDING CHAPTER 28 OF THE SOLANO COUNTY CODE TO DEFINE THE SHORT-TERM RENTAL OF A DWELLING AS A “VACATION HOUSE RENTAL” AND TO AUTHORIZE SUCH LAND USE, SUBJECT TO EITHER AN ADMINISTRATIVE PERMIT OR A MINOR USE PERMIT, WITHIN THE A-20 EXCLUSIVE AGRICULTURAL, SUISUN VALLEY AGRICULTURAL, RURAL RESIDENTIAL, AND WATERSHED ZONING DISTRICTS

The Board of Supervisors of the County of Solano ordains as follows:

SECTION I: DEFINITIONS

The following definitions are amended or added, in alphabetical order, to section 28.01 of Chapter 28 (Zoning Regulations) the Solano County Code:

Guest house. Detached living quarters of a permanent type of construction, without a kitchen, and accessory to the primary dwelling on the same building site. A guest house may not to be rented, let, or leased separate from the primary dwelling, whether compensation be direct or indirect.

Vacation house rental. A dwelling with no more than five guestrooms or sleeping rooms that is offered, used, let, or hired out for compensation for periods of 30 consecutive days or less. Does not include an occasional home exchange of a dwelling used as the property owner’s primary residence. Includes any dwelling used pursuant to a time share plan or other similar form of co-ownership if any time share period or other entitlement to occupancy of the dwelling is limited to 30 days or less per year.

Vacation house rental, Hosted. A vacation house rental on a parcel with a primary and secondary dwelling where the property owner resides on the property in the non-rental dwelling.

Vacation house rental, Unhosted. A vacation house rental where the owner does not reside on the property.

SECTION II: EXCLUSIVE AGRICULTURE ZONING DISTRICTS

Table 28.21A of Section 28.21 of Chapter 28 of the Solano County Code is amended by inserting the following two rows into that table under heading 28.75 Tourist Uses – A. Agritourism:

ALLOWED USES	Permit Requirements				Land Use Regulations
	A-40	A-80	A-20	A-160	
Vacation house rental, Hosted	- - -	- - -	AP	- - -	28.75.30(A) & (B)(1)
Vacation house rental, Unhosted	- - -	- - -	MUP	- - -	28.75.30(A) & (B)(2)

SECTION III: SUISUN VALLEY AGRICULTURE ZONING DISTRICTS

Table 28.23A of Section 28.23 of Chapter 28 of the Solano County Code is amended by inserting the following two rows into that table under the heading of Tourist Uses:

ALLOWED USES	Land Use Regulations			
	A-SV-20	ATC	ATC-NC	
Vacation house rental, Hosted	AP	AP	- - -	28.75.30(A) & (B)(1)
Vacation house rental, Unhosted	MUP	MUP	- - -	28.75.30(A) & (B)(2)

SECTION IV: RURAL RESIDENTIAL ZONING DISTRICTS

Table 28.31A of Section 28.31 of Chapter 28 of the Solano County Code is amended by deleting the row titled “None Allowed” and inserting the following two rows into that table under heading 28.75 Tourist Uses – C. Agritourism:

ALLOWED USES	Land Use Regulations			
	RR-2.5	RR-5	RR-10	
Vacation house rental, Hosted	AP	AP	AP	28.75.30(A) & (B)(1)
Vacation house rental, Unhosted	MUP	MUP	MUP	28.75.30(A) & (B)(2)

SECTION V: WATERSHED AND CONSERVATION ZONING DISTRICT

Table 28.51A of Section 28.51 of Chapter 28 of the Solano County Code is amended by deleting the row titled “None Allowed” and inserting the following two rows into that table under heading 28.75 Tourist Uses – C. Agritourism:

ALLOWED USES	Land Use Regulations W District	
Vacation house rental, Hosted	- - -	
Vacation house rental, Unhosted	MUP	28.75.30(A) & (B)(2)

SECTION VI: REGULATIONS

Section 28.75 of Chapter 28 of the Solano County Code is amended to add a new subsection 28.75.30, as follows:

28.75.30 Vacation House Rentals

A. General Requirements

Vacation house rentals shall comply with the following general standards:

1. A dwelling used as a vacation house rental shall meet all of the development standards for dwellings specified in subsection 28.72.10(A)(1) and in Tables 28.21B, 28.23B, and 28.31B as applicable to the zoning district. If the dwelling includes a guest house, the guest house shall also meet those development standards.

2. Space used for overnight accommodations as part of a vacation house rental must be located entirely within a dwelling or a dwelling in combination with an approved guest house. Other accessory buildings, recreational vehicles, recreational vehicle parking space, or tents may not be used as a vacation house rental.
3. Overnight occupancy is limited to 2 persons per bedroom plus 2 additional persons, not to exceed a total of 10 persons.
4. Three off-street parking spaces shall be provided for all guests. On-street parking is prohibited for any property on which a vacation house is located.
5. A vacation house rental may not be advertised, offered, or used as a special events facility that includes events such as weddings, parties and similar events. No outdoor amplified sound is allowed.
6. A dwelling or guest house may not be used as a vacation house rental if it is the subject of an enforcement action pursuant to any provision of this code.
7. Transient occupancy tax registration and payment are required, pursuant to Chapter 11 of this code. A business license is required, pursuant to Chapter 14 of this code.
8. The property shall be covered by commercial property insurance.
9. The property owner shall obtain the required permit and complete transient occupancy tax registration prior to advertising or operating the vacation house rental. Online advertisements and /or listings for the vacation house rental shall include the following:
 - a. Maximum occupancy, not including children under 3;
 - b. Maximum number of vehicles;
 - c. Notification that quiet hours must be observed between 10 p.m. and 8 a.m.;
 - d. Notification that no outdoor amplified sound is allowed; and
 - e. The Transient Occupancy Tax Certificate number for that property.
10. Vacation house rentals shall meet all building and fire codes at all times and shall be inspected by the Fire Department before any short-term rental can occur.

B. Specific Requirements

Vacation house rentals listed below shall comply with the general requirements in section 28.75.30(A) above and the following specific standards.

1. Vacation House Rental-Hosted

- a. A hosted vacation house rental requires the property owner to reside on the property during the vacation house rental period.
- b. Only one dwelling may be used as a vacation house rental and the property owner must reside in the other dwelling.

2. Vacation House Rental-Unhosted

- a. While a vacation house is rented, a manager shall be available twenty-four hours per day, seven days a week for the purpose of responding within forty-five minutes to complaints regarding the condition, operation, or conduct of occupants of the vacation house rental or their guests. Items in need of repair may take longer to correct.
- b. A display with the name of the property owner or manager and a current contact phone number shall be located near the front door of the dwelling unit.

SECTION VII:

All ordinance and parts of ordinances in conflict herewith are repealed.

SECTION VIII

The Board of Supervisors has made the following findings and declarations in regard to the zoning amendments:

1. These zoning amendments are in conformity with the Solano County General Plan.
2. The zoning amendment will not constitute a nuisance or be detrimental to the health, safety, comfort, or general welfare of the people of the County or be detrimental to adjacent property or improvements in the neighborhood.
3. This ordinance is exempt from the California Environmental Quality Act pursuant to section 15061(b)(3) of the CEQA Guidelines. This ordinance will not permit the development of new dwelling units at locations not already allowed, and the ordinance imposes standards on vacation house rentals sufficient to ensure that the use of existing and new dwelling units as vacation house rentals will not have a greater adverse effect on the environment than the use of such structures as residences. Because the use of some dwelling units as vacation house rentals will require discretionary approval of a minor use permit, consideration of any potential site-specific impacts related to a particular location is properly deferred.
4. The use of a dwelling unit as a vacation house rental, as defined in this ordinance, is a commercial land use rather than as a residential land use and is not currently authorized by Chapter 28 of the Solano County Code. Therefore, this ordinance is amendatory to rather than declarative of existing law. Any use of a dwelling unit as a vacation house rental prior to the effective date of this ordinance or prior to the approval of a use permit pursuant to the regulations set forth in Sections III through V of this ordinance shall not be considered a legal nonconforming land use.

SECTION IX

This ordinance will be effective thirty (30) days after its adoption.

SECTION X

If any provision of this ordinance or the application thereof to any persons or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which

can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

SECTION XI

A summary of this ordinance shall be published once in the Daily Republic, a newspaper of general circulation in the County of Solano, not later than fifteen (15) days after the date of its adoption.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on October 2, 2018 by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

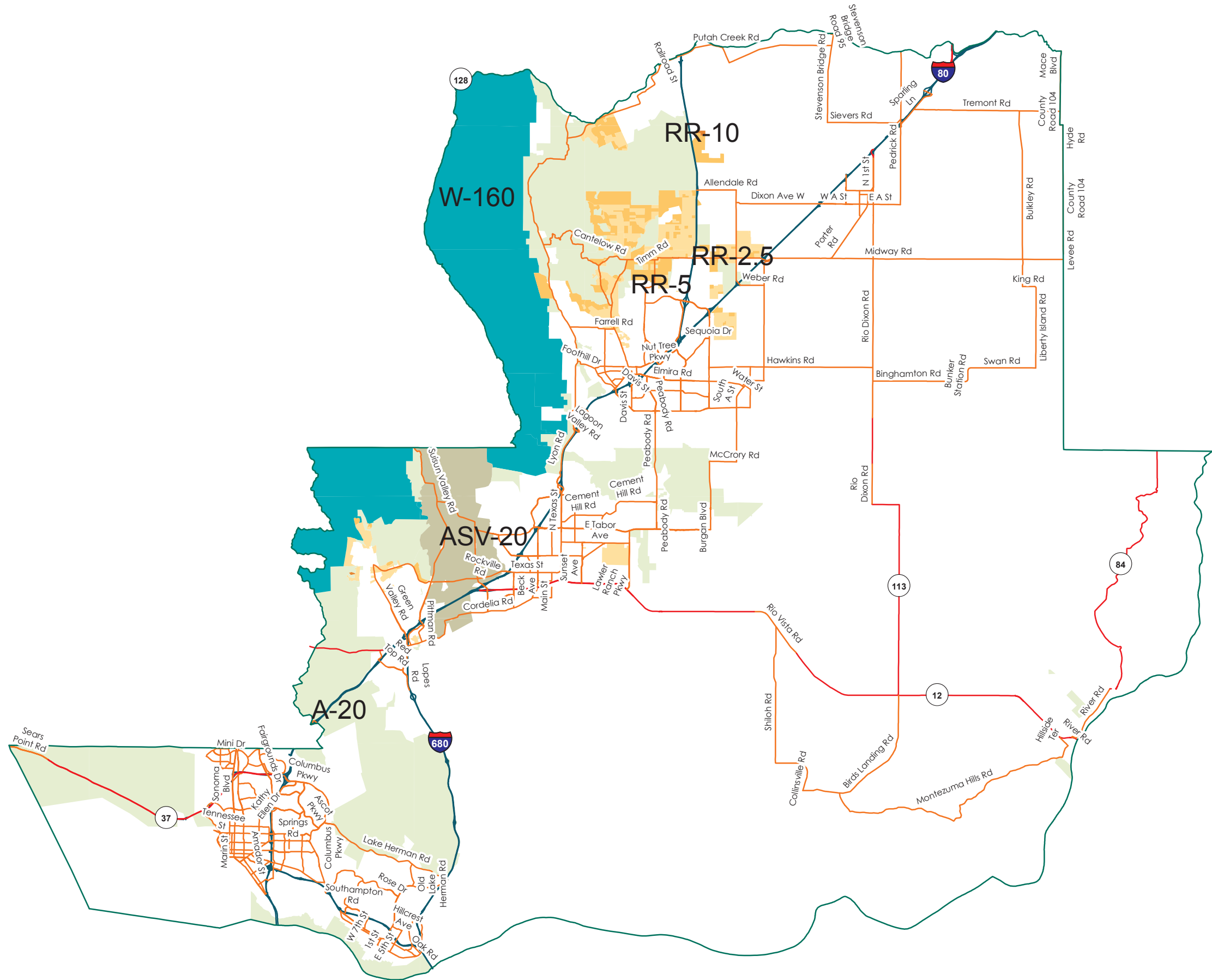
EXCUSED: SUPERVISORS _____

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

VACATION HOUSE RENTALS (VHR) REQUIREMENTS		
Regulations	Hosted VHR	Unhosted VHR
1. Must meet all of the development standards for dwellings applicable to the zoning district.	*	*
2. Space used for overnight accommodations must be located entirely within a dwelling.	*	*
3. Occupancy limited to 2 persons per bedroom plus 2 additional persons, not to exceed a total of 10 persons in VHR.	*	*
4. Three off street parking spaces required.	*	*
5. Not to be used as a special events facility. No outdoor amplified sound.	*	*
6. Dwelling not to be used as a VHR if subject to enforcement action.	*	*
7. TOT registration and payment required. Business license tax also required.	*	*
8. Commercial property insurance required.	*	*
9. On-line advertisements and/or listings shall include maximum occupancy, number of vehicles, quiet hours, TOT certificate, and no outdoor amplified sound.	*	*
10. VHR must meet all building and fire codes and shall be inspected by the Fire Dept.	*	*
11. Requires property owner to reside on property during rental period.	*	
12. Only one dwelling may be used as a Vacation House rental. Owner must reside in the other dwelling.	*	
13. Manager must be available 24-7 to respond within 45 minutes to complaints.		*
14. Display with name of manager and phone number located near front door of unit required.		*



SOLANO COUNTY PLANNING COMMISSION
RESOLUTION NO. 4658

WHEREAS, the Solano County Planning Commission has considered Zone Text Amendment No. ZT-18-03 amending Chapter 28 of the Solano County Code to define the short-term rental of a dwelling as a "vacation house rental" and to authorize such land use, subject to an administrative or minor use permit, within the Agricultural, Rural Residential and Watershed Zoning Districts

WHEREAS, the Commission has reviewed the report of the Department of Resource Management and heard testimony relative to the subject application at the duly noticed public hearing held on June 21, 2018 which was continued to July 12, 2018;

WHEREAS, after due consideration, the Planning Commission has reviewed the draft ordinance, including the findings contained therein.

BE IT, THEREFORE, RESOLVED, that the Planning Commission of the County of Solano does hereby recommend that the Board of Supervisors approve the proposed ordinance (Attachment A).

I hereby certify that the foregoing resolution was adopted at the regular meeting of the Solano County Planning Commission on July 19, 2018 by the following vote:

AYES:	Commissioners	<u>Rhoads-Poston, Walker, Hollingsworth,</u>
		<u>and Chairperson Cayler</u>
NOES:	Commissioners	<u>Bauer</u>
EXCUSED:	Commissioners	<u>None</u>

By: 
Bill Emlen, Secretary

ORDINANCE 1

ORDINANCE NO. 2018-

AN ORDINANCE AMENDING CHAPTER 28 OF THE SOLANO COUNTY CODE TO DEFINE THE SHORT-TERM RENTAL OF A DWELLING AS A "VACATION HOUSE RENTAL" AND TO AUTHORIZE SUCH LAND USE, SUBJECT TO EITHER AN ADMINISTRATIVE PERMIT OR A MINOR USE PERMIT, WITHIN THE A-20 EXCLUSIVE AGRICULTURAL, SUISUN VALLEY AGRICULTURAL, AND RURAL RESIDENTIAL ZONING DISTRICTS

The Board of Supervisors of the County of Solano ordains as follows:

SECTION I: DEFINITIONS

The following definitions related to transient lodging facilities are amended or added, in alphabetical order, to section 28.01 of the Solano County Code:

Guest house. Detached living quarters of a permanent type of construction, without a kitchen-and accessory to the primary dwelling on the same building site. A guest house may not to be rented, let, or leased separate from the primary dwelling, whether compensation be direct or indirect.

Vacation house rental. A dwelling with no more than five guestrooms or sleeping rooms that is offered, used, let, or hired out for compensation for periods of 30 consecutive days or less. Does not include an occasional home exchange of a dwelling used as the property owner's primary residence. Includes any dwelling used pursuant to a time share plan or other similar form of co-ownership if any time share period or other entitlement to occupancy of the dwelling is limited to 30 days or less per year.

Vacation house rental-Hosted. A vacation house rental on a parcel with a primary and secondary dwelling where the property owner resides on the property in the non-rental dwelling.

Vacation house rental-Unhosted. A vacation house rental where the owner does not reside on the property.

SECTION II: ZONING DISTRICTS

Tables 28.21A, 28.23A, 28.31A, and 28.51A of the Solano County Code is amended, as shown on Exhibits ____ (to be prepared later), to authorize a Vacation House Rental-Hosted as a Tourist Use in the A-20, A-SV, ATC, ATC-NC, RR 2.5, RR 5 and RR-10 zoning districts, subject to an administrative permit, and to authorize a Vacation House Rental-Unhosted as a Tourist Use in the A-20, A-SV, ATC, RR 2.5, RR 5, and RR-10 zoning districts subject to a minor use permit.

SECTION III: REGULATIONS ADDED

Section 28.75 of the Solano County Code is amended to add a new subsection 28.75.30, as follows:

28.75.30 Vacation House Rentals

A. General Requirements

Vacation house rentals shall comply with the following general standards:

1. A dwelling used as a vacation house rental shall meet all of the development standards for dwellings specified in subsection 28.72.10(A)(1) and in Tables 28.21B, 28.23B, and 28.31B as applicable to the zoning district. If the dwelling includes a guest house, the guest house shall also meet those development standards.
2. Space used for overnight accommodations as part of a vacation house rental must be located entirely within a dwelling or a dwelling in combination with an approved guest house. Other accessory buildings, recreational vehicles, recreational vehicle parking space, or tents may not be used as a vacation house rental.
3. Overnight occupancy is limited to 2 persons per bedroom plus 2 additional persons, not to exceed a total of 10 persons.
4. Three off-street parking spaces shall be provided for all guests. On-street parking is prohibited for any property on which a vacation house is located.
5. A vacation house rental may not be advertised, offered, or used as a special events facility that includes events such as weddings, parties and similar events. No outdoor amplified sound is allowed.
6. A dwelling or guest house may not be used as a vacation house rental if it is the subject of an enforcement action pursuant to any provision of this code.
7. Transient occupancy tax registration and payment are required, pursuant to Chapter 11 of this code. A business license is required, pursuant to Chapter 14 of this code.
8. The property shall be covered by commercial property insurance.
9. The property owner shall obtain the required permit and complete transient occupancy tax registration prior to advertising or operating the vacation house rental. Online advertisements and /or listings for the vacation house rental shall include the following:

- a. Maximum occupancy, not including children under 3;
 - b. Maximum number of vehicles;
 - c. Notification that quiet hours must be observed between 10 p.m. and 8 a.m.;
 - d. Notification that no outdoor amplified sound is allowed; and
 - e. The Transient Occupancy Tax Certificate number for that property.
10. Vacation house rentals shall meet all building and fire codes at all times and shall be inspected by the Fire Department before any short term rental can occur.

B. Specific Requirements

Vacation house rentals listed below shall comply with the general requirements in section 28.75.30(A) above and the following specific standards.

1. Vacation House Rental-Hosted

- a. A hosted vacation house rental requires the property owner to reside on the property during the vacation house rental period.
- b. Only one dwelling may be used as a vacation house rental and the property owner must reside in the other dwelling.

2. Vacation House Rental-Unhosted

- a. While a vacation house is rented, a manager shall be available twenty-four hours per day, seven days a week for the purpose of responding within forty-five minutes to complaints regarding the condition, operation, or conduct of occupants of the vacation house rental or their guests. Items in need of repair may take longer to correct.
- b. A display with the name of the property owner or manager and a current contact phone number shall be located near the front door of the dwelling unit.

SECTION IV:

All ordinance and parts of ordinances in conflict herewith are repealed.

SECTION V

The Board of Supervisors has made the following findings and declarations in regard to the zoning amendments:

1. These zoning amendments are in conformity with the Solano County General Plan.
2. The zoning amendment will not constitute a nuisance or be detrimental to the health, safety, comfort, or general welfare of the people of the County or be detrimental to adjacent property or improvements in the neighborhood.
3. This ordinance is exempt from the California Environmental Quality Act pursuant to section 15061(b)(3) of the CEQA Guidelines. This ordinance will not permit the development of new dwelling units at locations not already allowed, and the ordinance imposes standards on vacation house rentals sufficient to ensure that the use of existing and new dwelling units as vacation house rentals will not have a greater adverse effect on the environment than the use of such structures as residences. Because the use of some dwelling units as vacation house rentals will require discretionary approval of a minor use permit, consideration of any potential site-specific impacts related to a particular location is properly deferred.
4. The use of a dwelling unit as a vacation house rental, as defined in this ordinance, is a commercial land use rather than as a residential land use and is not currently authorized by Chapter 28 of the Solano County Code. Therefore, this ordinance is amendatory to rather than declarative of existing law. Any use of a dwelling unit as a vacation house rental prior to the effective date of this ordinance or prior to the approval of a use permit pursuant to the regulations set forth in Section III of this ordinance shall not be considered a legal nonconforming land use.

SECTION VI

This ordinance will be effective thirty (30) days after its adoption.

SECTION VII

If any provision of this ordinance or the application thereof to any persons or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

SECTION VIII

A summary of this ordinance shall be published once in the Daily Republic, a newspaper of general circulation in the County of Solano, not later than fifteen (15) days after the date of its adoption.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on
(month and day, 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

MINUTES OF THE SOLANO COUNTY PLANNING COMMISSION

Meeting of July 19, 2018

The regular meeting of the Solano County Planning Commission was held in the Solano County Administration Center, Multipurpose Room, (1st floor), 675 Texas Street, Fairfield, California.

PRESENT: Commissioners Rhoads-Poston, Walker, Hollingsworth, Bauer, and Chairperson Cayler

EXCUSED: None

STAFF PRESENT: Bill Emlen, Director, Mike Yankovich, Planning Program Manager; Eric Wilberg, Planner Associate, Jim Laughlin, Deputy County Counsel; and Kristine Sowards, Planning Commission Clerk

Chairperson Cayler called the meeting to order at 7:00pm, roll call was taken and a quorum was present.

Approval of the Agenda

The Agenda was approved with no additions or deletions.

Approval of the Minutes

The minutes of the regular meetings of June 7 and June 21, 2018 were approved as prepared.

Items from the Public

There was no one from the public wishing to speak.

Regular Calendar

Item No 1 -

PUBLIC HEARING to consider Minor Revision No. 2 to Use Permit No. U-98-28 of Salad Cosmo USA for the expansion of an existing agricultural processing facility located at 5944 Dixon Avenue West, one mile west of the City of Dixon in an Exclusive Agricultural "A-40" Zoning District, APN's: 0109-030-040, 030 and 0109-060-010. The Planning Commission will also be considering adoption of a Mitigated Negative Declaration of Environmental Impact as recommended by the Solano County Department of Resource Management. (Project Planner: Eric Wilberg)

Eric Wilberg gave a brief presentation of the written staff report. The report stated Salad Cosmo is proposing additions to their processing facility as well as demolition of portions of existing structures. The project will be constructed in two general phases. The first phase is to accommodate bean sprout growing conducted in complete darkness. The second phase is

designed to prepare for the growing of other types of sprout in sunlit greenhouses. Staff recommended approval of the project.

Chairperson Cayler opened the public hearing.

The project architect appeared before the commission. He stated the reason for this expansion is they need additional room to accommodate their growing of seeds.

Brian Levin, a neighboring property owner appeared before the commission with questions pertaining to groundwater use and lighting mitigation technique.

Mr. Wilberg explained that there would be no increase in the groundwater usage and that mitigation has been imposed for outdoor safety lighting by requiring outdoor lighting be shielded from the viewshed of I-80.

Since there were no further speakers, the public hearing was closed.

A motion was made by Commissioner Hollingsworth and seconded by Commissioner Bauer to adopt the mitigated negative declaration and approve the minor revision to Use Permit No. U-98-28 subject to the recommended conditions of approval. The motion passed unanimously. (Resolution No. 4657)

Item No 2 -

PUBLIC HEARING to consider an ordinance amending Chapter 28 of the Solano County Code to define the short-term rental of a dwelling as a “vacation house rental” and to authorize such land use, subject to an administrative or minor use permit, within the Agricultural, Rural Residential and Watershed Zoning Districts.

Mike Yankovich provided the commission with a brief presentation of staff’s written report. At the June 21st meeting of the Planning Commission, staff presented two ordinances for the commission’s consideration regarding vacation house rentals. Ordinance 1 grouped vacation house rentals into two categories – hosted and unhosted and proposed general regulations along with specific regulations for each. Ordinance 2 collapsed the general and specific regulations contained in Ordinance 1 and placed them under the general heading of requirements.

The report also stated that following a discussion period, the commission provided staff with comments which were incorporated into Ordinance 1. Several commissioners indicated that they were comfortable with Ordinance 1 with the incorporation of stated comments, while one commissioner felt that hosted only vacation house rentals are reasonable since the residential character of the neighborhood is retained. Mr. Yankovich reviewed in detail the changes to Ordinance 1. He noted should the commission choose the hosted only option, the language in the ordinance addressing unhosted vacation rentals would be deleted.

Mr. Yankovich made note that this ordinance addresses whole house rentals only. Staff will be addressing individual room and portions of a house later this year since changes to existing residential definitions are needed.

Since there were no questions or comments Chairperson Cayler opened the public hearing.

The following speakers commented on the positive aspect of vacation home rentals: Dwayne Kyte, Vacaville; Dan Schwartz, Vacaville; Charles Wood, Fairfield; Ann Sievers, Fairfield; Pamela Valdivia, Fairfield; Lisa Murray, Vacaville; Ben Lyons, Vacaville; Mark Sievers, Fairfield.

Some of the speaker comments included but were not limited to how vacation home rental operations have well established rules and is self-policed by the property owner; it stimulates the economy and benefits the county and can provide a tax base; it encourages tourism and promotes the goals of the Suisun Valley Strategic Plan by promoting agritourism; it provides short term lodging that is affordable and a great option for families and individuals. It was suggested that unhosted and hosted should not be differentiated between and specific zoning districts should not be excluded from the ordinance specifically the watershed district. Also stated was how the ordinance must provide flexibility to both the applicant and county and should address each application individually.

The following speakers commented on the negative aspect of vacation home rentals: Reta Jones, Fairfield; Mary and Kevin Browning, Fairfield.

Some of the speaker comments included but were not limited to concerns with tiny houses being brought in and used as vacation rentals; impact on traffic and illegal parking; lack of county code enforcement; noise nuisance; the commercial nature of the use; and the effect on affordable housing. It was suggested that multiple violations of the California Civil Code are being violated by allowing this use and that many cities throughout the world are banning the use because of the problems it creates.

Since there were no further speakers, Chairperson Cayler closed the public hearing.

Commissioner Rhoads-Poston asked if properties located within the watershed zones could be reviewed on a case-by-case basis to determine if they could be grandfathered in. Mr. Yankovich stated that if staff is directed to do so they could certainly examine this issue. He said as it stands right now only one residence is allowed on watershed land, no secondary dwelling is permitted. Mr. Yankovich noted that there would have to be some changes made to the watershed district to accommodate that type of a modification.

Bill Emlen, Director, noted that another option is to look at the tiering of the permit process in the ordinance. The commission could look at a higher tier use permit for that area and could essentially allow it with a conditional use permit because of the additional factors that would need to be looked at in those areas.

Commissioner Walker commented that the primary difference between the last ordinance and the ordinance before the commission this evening are concerns and comments that Commissioners Rhoads-Poston and Bauer had brought up. He said it should be determined if their concerns have been assuaged.

Commissioner Rhoads-Poston stated that staff has addressed her concerns. She thanked the public for coming out and voicing their opinions and appreciated their participation in the public process. Ms. Rhoads-Poston said one thing she would like to add to the ordinance is a way to accommodate those specific people in the watershed area. She said it sounds like they are doing some great work and rather than closing them down, try and figure out a way to keep them going.

Commissioner Bauer also thanked the public for coming out and speaking. She said she continues to believe this ordinance is not quite right. She said by allowing this use she can see it turning a rural area into a commercial one, and one in which the neighbors did not plan for. Commissioner Bauer stated that she would not vote in favor of the ordinance.

Chairperson Cayler said that she sees Suisun Valley as a wine growing area with some very good wineries. There is a certain romance to living amongst the vineyards and that is something we all need to recognize. It is an area that is going to attract people. The county has promoted agritourism and that is what people want. She said Suisun Valley is growing and to make this an opportunity for people is a good idea.

Commissioner Walker stated that the county clearly has infrastructure issues as has been pointed out by some area residents, and we need to be sensitive to that. He said the county code is very specific in that if it is not indicated as an allowable use it is prohibited. He said this is the reason we are having this conversation is to try and figure out how we can make this a permitted use in working with the folks that want it, but to recognize the needs of the residents that live there as well. Commissioner Walker said all the contentious issues that have come before this commission since he has been a member are about the Suisun Valley. He said these matters have all been as result of the adoption of the County's General Plan and the Implementation of the Suisun Valley Strategic Plan. The Valley is significantly changing and that apparently was the intent. Mr. Walker believed what staff is trying to arrive at is something that is hopefully fair and balanced and reasonable, and so he appreciated the effort of staff in getting the proposed ordinance to the commission. Commissioner Walker stated that he would vote in support of the ordinance.

Jim Laughlin stated that existing uses cannot be grandfathered in on a case-by-case basis, a rule would have to be adopted that applies to all. He noted that because the county only allows one house per parcel in the watershed district, if the use were to be allowed it would be under the definition of unhosted rental even if the property owner did live nearby or some distance away. That could be a possibility. He said the commission could amend the draft ordinance by making this a conditionally permitted use within the watershed district. By putting it under a conditional use permit it would require a case-by-case determination if the use is appropriate at that location.

A motion was made by Commissioner Rhoads-Poston and seconded by Commissioner Walker to make a recommendation to the Board of Supervisors to consider an ordinance addressing Vacation House Rentals in the unincorporated area of the county, including allowing the use in the Watershed District with a conditional use permit for unhosted rentals. The motion passed 4-1 with Commissioner Bauer dissenting. (Resolution No. 4658).

ANNOUNCEMENTS and REPORTS

Mr. Yankovich informed the commission that August 30th is the date that the City of Fairfield will host a training session for city and county staff as well as planning commissioners to provide useful information and tips on conducting government business. Mr. Yankovich said that he would provide the commission with more information as it becomes available.

Since there was no further business, the meeting was **adjourned**.

MINUTES OF THE SOLANO COUNTY PLANNING COMMISSION

Meeting of June 21, 2018

The regular meeting of the Solano County Planning Commission was held in the Solano County Administration Center, Board of Supervisors' Chambers (1st floor), 675 Texas Street, Fairfield, California.

PRESENT: Commissioners Rhoads-Poston, Walker, Hollingsworth, Bauer, and Chairperson Cayler

EXCUSED: None

STAFF PRESENT: Bill Emlen, Director; Mike Yankovich, Planning Program Manager; Karen Avery, Senior Planner; Jim Laughlin, Deputy County Counsel; and Kristine Sowards, Planning Commission Clerk

Chairperson Cayler called the meeting to order at 7:00 p.m. with a salute to the flag. Roll call was taken and a quorum was present.

Approval of the Agenda

The Agenda was approved with no additions or deletions.

Approval of the Minutes

There were no minutes available for approval.

Items from the Public

There was no one from the public wishing to speak.

Regular Calendar

Item No. 1

PUBLIC HEARING to consider Use Permit Application No. U-17-09 and Marsh Development Permit Application No. MD-17-02 of **Verizon Wireless** for a new wireless telecommunications facility to be located near the intersection of Marshview Road, Goodyear Road and Interstate 680 on Assessor's Parcel Number 0046-110-280. (Project Planner: Karen Avery) **Staff Recommendation:** Approval

Karen Avery gave a brief presentation of staff's written report. The report indicated that Verizon Wireless has discovered a coverage gap along I-680 between two of their existing wireless facilities. The applicant is requesting a conditional permit to construct a 50' wireless communication facility; a slimline monopole painted dark green, to provide better wireless

coverage in the area. The applicant is also requesting that the commission grant an exception to the height limitation per Section 28.81(D)(5)(e). The allowed height for a wireless facility is 35' within the I-680 corridor and the applicant is requesting 50'. The applicant had originally proposed a 65' standard monopole, and this design was rejected by staff due to concerns about the visual impact of the wireless site when driving along I-680. The applicant redesigned the site, proposing a slimline monopole versus the standard monopole, and proposes two antenna arrays versus one antenna array at the top of the 65' tower, also the applicant is proposing to mount the two antenna arrays closer to the pole than the standard antenna mounts. Ms. Avery described the components of the project. Staff recommended approval of the request. Ms. Avery noted that staff provided to the commission an updated resolution to correct a typographical error and to add an additional finding with regard to the marsh development permit.

Commissioner Walker referred to the Project Support Statement in the CEQA document under Aesthetic Impacts. The finding states how the facility height complies with the county's development standards for these types of facilities in the A-20 zoning designation, and has been designed at its minimum functional height. Mr. Walker wanted to know what this finding was based on.

Ms. Avery explained the reason the height limit was reduced to 50' was due to an overabundance of coverage. The applicant submitted maps depicting the coverage areas and staff felt the amount was about the same as the initial proposal of 65'. Ms. Avery said staff also discussed moving the site closer to the trees but unfortunately that would cause interfere with the radio frequency.

Since there were no further questions of staff, Chairperson Cayler opened the public hearing.

Maria Kim of Complete Wireless Consulting spoke on behalf of Verizon. She stated the industry term Minimum Functioning Height is used to describe the shortest height that a tower or facility can be to meet the coverage needs for the area and the targeted zones.

Since there were no further speakers, Chairperson Cayler closed the public hearing.

A motion was made by Commissioner Walker and seconded by Commissioner Bauer to adopt the Negative Declaration and the mandatory and additional findings and adopt the revised resolution and approve Use Permit Application No. U-17-09 and Marsh Development Permit Application No. MD-17-02 subject to the recommended conditions of approval. The motion passed unanimously. (Resolution No. 4656)

Item No. 2

PUBLIC HEARING to consider an ordinance amending Chapter 28 of the Solano County Code to define the short-term rental of a dwelling as a “**vacation house rental**” and to authorize such land use, subject to an administrative or minor use permit, within the Agricultural, Rural Residential and Watershed Zoning Districts. (Project Planner: Michael Yankovich) **Staff Recommendation:** Make recommendation to the Board of Supervisors

Mike Yankovich provided a brief overview of the written staff report. The report noted at the May 17th meeting of the Planning Commission, staff presented information on the subject of vacation house rentals that included six different options for the Commission's consideration. The information covered subjects such as Airbnb/VRBO in Solano County, Transit Occupancy Tax, public service calls resulting from the land use, standards currently being used by other jurisdictions, and similar land uses. Nine individuals testified with six supportive of allowing vacation house rentals and three opposed. Following a discussion period, the commission directed staff to prepare an ordinance that would fall in the middle, Options 3 (Administrative permit) and 4 (Minor Use permit), of the regulatory options scheme.

Staff has prepared two ordinances for the Commission's consideration. The first follows a suggestion that was made at the last commission meeting where vacation house rentals could be grouped into hosted and un-hosted rentals. A hosted rental is a vacation house rental where the property owner remains on the property during the vacation house rental period. An un-hosted rental is where the property owner does not reside on the property during the vacation house rental period. The assumption is that since the property owner is on site during the vacation house rental period, any issues with tenants and neighbors could be addressed within a fairly short time period. As a result, the level of regulation required for a hosted rental would potentially be less than that required of an un-hosted rental.

For the record, Commissioner Walker disclosed an ex parte conversation he had with Kevin Browning that followed after the Commission's May 17th meeting. Commissioner Walker noted that Mr. Browning is a professional appraiser and their conversation focused on the subject of highest and best uses of properties in residential market conditions within the county, as well as information Mr. Browning had already shared when he spoke before the commission regarding a non-conforming use.

Commissioner Rhoads-Poston referenced requirement no. 5 in both proposed ordinances that address sound. She said it states that no radios, televisions or sound amplification equipment may be used outdoors, between 8 p.m. and 10 a.m. She felt 8 p.m. to be quite early and wanted to know if this only pertained to amplified sound. Mr. Yankovich stated that the idea was borrowed from several existing ordinances from other counties where many short term rentals exist and seem to work.

Commissioner Rhoads-Poston spoke to requirement no. 2 where it says space used for overnight accommodations as part of a vacation house rental must be located entirely within a dwelling or a dwelling in combination with an approved guest house. She wanted to know what would happen in the event there was more than one approved guest house. Mr. Yankovich stated that only one guest house is allowed on a property. If there are multiple units, that would then become a code enforcement issue. Commissioner Rhoads-Poston felt this requirement needed to be clarified. She commented that she has seen a recent advertisement where three separated dwellings on a property were for rent.

Commissioner Rhoads-Poston asked about the stipulation on the unhosted rentals for a forty-five minute response time for a manager to respond to a complaint. She wanted to know if that specific time period was in order to acknowledge the complaint or have the matter resolved. Mr.

Yankovich stated for the most part it would be the amount of time to address the situation, allowing adequate time to fix the problem.

Commissioner Rhoads-Poston made a comment about information the commission received via email that was forwarded from county staff on behalf of Mary Browning. The information was a chapter out of the Saint Helena Municipal Code. Commissioner Rhoads-Poston said she thought there was some good language pertaining to short term rentals and suggested that county staff review the language particularly the standard relating to the length of time for a vacation rental permit. She said these are some of the details that she would like to see explored.

Jim Laughlin, county counsel, stated that Solano County has some options for regulating short term rentals. One option is a land use matter which would come before the planning commission for review; another option, that has not been proposed as of yet, is to regulate this use as a business enterprise where the county regulates the operator rather than the land use. Mr. Laughlin explained that this route is what some jurisdictions follow. They require operators to participate in training and the approval is personal to the individual.

Mr. Laughlin stated that California law is clear that land use approvals run with the land. If the county approves the use there is no reason for the land use to cease after a fixed period of time, it generally runs forever once the county deems it appropriate in that location. However, Mr. Laughlin explained that if the commission wanted, the county could take the approach and start regulating the operator rather than the land use itself. In that case the use could be made subject to renewal more frequently or expire after a certain period of time.

Since there were no further questions, Chairperson Cayler opened the public hearing.

Daniel Schwartz, Blue Ridge Road, Vacaville, urged the commission to take the simplest approach. He spoke to the choice between hosted vs unhosted and believed there are going to be locations that will have a combination of both. He said what is being proposed is similar to a cookie cutter approach and he encouraged that the uses be looked at on an individual basis. Mr. Schwartz stated that his property is located within the watershed zoning district and spoke of the stipulation that excludes this activity from that district. He did not agree it should be excluded due to fire danger. He said all of Solano County and a good portion of California is subject to fire danger.

Mr. Schwartz mentioned that staff has already identified vacation rentals are not an issue for Solano County. He said these vacation rentals are self-policing. As a host, Mr. Schwartz said he understands the primary driver of this ordinance is tax revenue. He said he is trying to understand why the county would exclude an established vacation rental that has been very successful within Solano County and is generating income. If the county is going to exclude certain zoning districts, he asked that the county be willing to grandfather existing vacation rentals. By excluding watershed zoned property the county will force a successful small business out of operation; a business that has been promoting agritourism in Solano County successfully for several years.

Reta Jones, Suisun Valley Road, Fairfield, stated that her main concern is with enforcement. She has seen so many times where certain people break the rules and nothing happens. She said she has been attending these planning commission meetings for a while and at one meeting she listened to a property owner on Morrison Lane speak about buying several tiny houses that can be stored away and then at certain times of the year be brought out to be used for vacation rentals. Ms. Jones voiced firm disapproval of this activity and said the residents in the Valley are not out here to grow tiny houses, this is an agricultural area.

Ms. Jones stated that she has lodged complaints in the past but these kinds of complaints are not high priority for the Sheriff's Department, therefore these calls may not get logged in. Ms. Jones said she understands that people need the income, but she said these people also need to follow the rules. Ms. Jones commented that county code enforcement could be funded with the infractions she has seen already happening in the Valley.

Linda Tenbrink, Gordon Valley Road, Fairfield, encouraged the commission at minimum to adopt the proposed ordinance no. 2 with the possibility of including watershed districts such as those in the Pleasants Valley Road area. She said that area is working very hard to come up with a strategic plan similar to the Suisun Valley Strategic Plan and that plan would add to the stability of the agriculture in those areas. She said to exclude that area at this point would be detrimental. Ms. Tenbrink questioned the 8pm curfew for sound noting that this is not the standard and it should be the same as in other areas of the county. With regard to the requirement for a business license, Ms. Tenbrink remarked that obtaining a business license in Solano County is difficult. She commented that she applied for a business license in February and is still waiting for approval. Ms. Tenbrink stated that she is in favor of a Transient Occupancy Tax (TOT) however she would like clarification of where those taxes would be applied. She proposed language to state that this tax remain in the area where it is collected so that the improvements can remain in the district and not just rolled over into the general fund.

Ms. Tenbrink stated that in Suisun Valley there is an unmanned fire station and she would propose as priority no. 1 any taxes from the TOT go specifically to staff the Clayton Valley Road fire station. Ms. Tenbrink spoke to the notion that property values would be negatively affected and disagreed. She said when a property is appraised a common equation exists as to how much income is generated by the property.

Charles Wood, attorney, Jefferson Street, Fairfield, spoke on behalf of Vezer Family Vineyards as well as representing the views of many of the people in Suisun Valley with regard to vacation rentals. He said these vacation rentals promote tourism by encouraging people to come and stay and spend money in the Valley. This is what the Suisun Valley Strategic Plan is supposed to do, to promote tourism, economic growth, and when alternative housing is available it accomplishes that goal. Mr. Wood stated that these vacation rentals tend to be on the higher end attracting the higher end tourist who will spend more money in the area. Generally these rentals are on million dollar properties so that will not affect the shortage of affordable housing because these rentals would rent for a higher cost long term anyway. For these reasons, Mr. Wood asked that the commission not impose any additional or unreasonable restrictions on these properties.

Mr. Wood stated that in general he would favor ordinance no. 2 which allows for an administrative permit. He stated there are a couple of regulations he would call into question

such as the requirement for three parking spaces, specifically if a rental unit is limited to only two people. Also, regulation no. 10 allows only one dwelling per property be allowed as a vacation rental. He did not see reason for this particular regulation especially when this use is only allowed to occur within legal dwelling units. If someone has two or even three legal dwelling units he did not see reason to restrict that if those property owners are following the rules. As far as the noise regulation, he believed it would be more reasonable to move the restriction to the property line. He stated if music is not audible off the property there is no reason to regulate it. Mr. Wood said he did not have an issue with the requirement for a business license but would request that the process be streamlined.

Commissioner Bauer asked Mr. Wood if his client currently has a vacation rental and if it is in conjunction with the vineyard. Mr. Wood stated that his client does have a vacation rental which is located on Clayton Road near a winery, but is not part of that winery operation. Commissioner Bauer wanted to know if concerts will be held at that location this summer. Mr. Wood replied that no concerts will take place at the vacation rental property. He noted that until they get permit approval for the Mankas Corner location, all concerts are scheduled for the Blue Victorian.

Commissioner Bauer asked if those concerts at the Blue Victorian are fully permitted. Mr. Wood said that they believe they are in compliance and are currently working with county staff to move forward in clearing up any discrepancies.

With regard to special events, Commissioner Walker asked staff if the county currently has a noise ordinance and if not, would the venues currently hosting special events be operating unlawfully. Bill Emlen, Director, responded by saying that the county does not currently have a noise ordinance. He noted that the Blue Victorian has a use permit to operate. They have an arrangement for off-street parking and so the issues are not the same as they would be with the Mankas Corner facility where parking is on-street. This has been the hang up in the process as staff are trying to figure out how deal with this concern.

Commissioner Rhoads-Poston referred to an application that came before the commission some time ago where noise was an issue. She asked if staff could refresh her memory with regard to the required decibel levels that were discussed at that time. Mr. Yankovich stated that staff used the county's general plan threshold with regard to decibel level which is 65db at the property line. He said even though the county does not have a specific noise ordinance, noise is addressed in the general plan and staff uses that calculation for a basis. Mr. Emlen also noted that with a use permit the county has the ability to impose conditions of approval to deal with noise issues on a case-by-case basis.

Rander Bains, Suisun Valley Road, Fairfield, stated that his property is located across the street from the Blue Victorian winery. He noted that he does not have any issues with noise. He commented that many people who live out in the valley are not farmers. He stated that he is a farmer. He said he bought an orchard two years ago and 90% of his crop died last year. Mr. Bains stated that what saved him was the ability to rent out the house on his property as a vacation rental. He said he agrees with the requirement for a obtaining a permit but the process needs to be very simple. He said this use is essential to farming.

Commissioner Bauer asked Mr. Bains if he resides on the property. Mr. Bains responded that he did not, that he resides on other property in Suisun Valley. In response to Commissioner Bauer, Mr. Bains stated if this use becomes a hosted rental he would not be able to rent his house anymore on Airbnb.

Michael Rhoads, Blue Mountain Drive, Fairfield, stated that this is a very self-regulated environment and he viewed this online environment as the new economy. He found that the proposed rules as described to be old school and perhaps more bureaucracy than is needed. Mr. Rhoads stated one thing he did not agree with is the restriction of 10 people per home. He believed it should be based on the size of the home. He said also the recommendation of 2 people per bedroom should not apply if for example there are 8 bedrooms. Mr. Rhoads stated that the requirement for commercial insurance is not necessary since a lot of these rental platforms come with insurance for the short term stay. He said Airbnb provides a one million dollar insurance package for every rental and he encouraged staff to look into this. Mr. Rhoads did not like the requirement of having to have a sign listing the owner's name posted at the front of the property due to privacy reasons. He believed host vs unhosted should not be differentiated. He did not believe that physical access to a manager is necessary since in today's world communication can be maintained easier and quicker without physical presence. He disagreed with the restrictions on location and encouraged staff to look at property size perhaps using that as better guidance than using zoning districts. Mr. Rhoads encouraged the county to make the permitting process more streamlined, at a low cost, and in perpetuity.

Eleanor MacMakin, Mix Canyon Road, Vacaville, stated that the watershed zoning district needs to be included in this proposal. She stated that she has had a successful vacation rental business for the past 6 years. She said the so called dangers such as fire and slope instability do not apply to her property. She could not understand why watershed properties would be excluded from this consideration. Ms. MacMakin stated that bringing value to the region is something only individuals can do. She shared some feedback she received from several of her house guests by reading their reviews. She noted that her home is rented every weekend and is her main source of income. Ms. MacMakin commented that this is reality, this is how people are experiencing this area, and it is a self-regulating industry. With regard to the TOT, she said the county could contact Airbnb and VRBO in order to make arrangements to collect those monies. She suggested a new term for the industry as Domestic Cottage since this is a domestic practice and not a commercial venture. Ms. MacMakin spoke to the general plan and how it speaks to the use of watershed property as recreation, conservation, and lodging as primary uses which she believed are appropriate for this region.

Kevin Browning, Clayton Road, Fairfield, stated that many speakers have acknowledged they have been doing this activity for a number of years and those are the same folks that are asking the county to trust them to self-regulate, yet they have not been abiding by the law because the use does not comply with zoning. Mr. Browning spoke of an example of a family in his neighborhood that has been given the opportunity to rent a home in the area for the long term. With this type of zoning change to allow for vacation rentals it will take away the option that allows people to have the quality of life of living in a residential home in the rural county. He commented that the income stream for these vacation rentals will be potentially as high as 5 times that of what a typical home would rent for in the long term. He stated long term rentals will disappear in exchange of short term rentals.

Mr. Browning questioned if both homes on a property could be used as a vacation rental. He questioned why certain roads or streets are specifically targeted. Mr. Browning wanted to know if there will be a limitation on the number of rentals or if every home will have the ability to become a short term vacation rental. Mr. Browning noted that certain other counties have done this by a permit process with a maximum on the number of permits and the permits are issued by lottery. He said this is something the county should consider in order to be able to give everyone the opportunity if this is going to be allowed. Mr. Browning questioned how well and septic will be addressed with the increase in the number of occupants. He recommended that the commission table this matter until further study. He did not feel either ordinance is acceptable.

Mary Browning, Clayton Road, Fairfield, stated that this industry has spiraled out of control. She provided the commission with some written information that included statistics from other jurisdictions. She shared with the commission some facts from the County of Sacramento where they have 400 homes listed in their area as vacation rentals, but yet the city has only 35 on record with official permits. She also noted that in Napa 97% of the TOT actually come from hotels vs 3% from short term rentals. She believed any monies generated from use permits, fines and penalties, as well as TOT need to go toward funding enforcement. Ms. Browning commented that a good number of these property owners that are generating such high incomes from their vacation rentals are not paying taxes, and therefore this use actually encourages income tax evasion. She stated that a thirty minute response time by the Sheriff is too long. She commented that this income producing venue is a business and should be considered commercial. Ms. Browning said residents do not want to be in weekend party zones with traffic in and out at all hours. She said guests do not care if they are loud and the sound carries throughout the valley. She noted that on nights when the wind carries she can hear the concerts from the Blue Victorian and her residence is two miles away. Ms. Browning stated that a noise ordinance is needed.

Chairperson Cayler read the comments of an audience member who had to leave the public hearing due to an emergency. These were the comments as written by Elissa DeCaro. "This ordinance is too simplistic. It doesn't cover safety, traffic or existing zoning in a substantive manner. It also does not adequately provide for future vacation homes and the process to apply or plan should new development be proposed. Ordinance does not provide enforcement or consequences for those who do not meet code. Ordinance is contradictory regarding residential vs commercial and runs counter to the purpose of Suisun Valley Strategic Plan. Has potential for adverse consequence and his should require EIR."

Gary Bacon, Suisun Valley Road, Fairfield, said that he has been involved in the short term rental business for 40 years and now owns and operates the Suisun Valley Inn. He noted that the Inn has accommodated approximately 1,300 guests in the past 24 months. He said the majority of those guests would probably have stayed in Napa as their first choice, but it was more cost effective to stay in the Suisun Valley. Mr. Bacon agreed that the concept of requiring commercial insurance is a good one. He said he had to obtain commercial insurance for his business and when the Inn was shut down due to the Atlas fire last year, they received a healthy settlement for lost business. Mr. Bacon said he looks at his business not as managing property but managing guest expectation. He noted that they do not live full time on site but do

always show up to greet their guests as well as see them off when they leave. He believes regulation could work in the short term rental business, but it should be kept simple.

Commissioner Bauer inquired if this Inn was a commercial hotel. Mr. Bacon described the Inn as a residential home with 8 bedrooms and 6 ½ bathrooms on property zoned A-20. He stated that they live part time in an apartment on the property but had to purchase a home elsewhere due to their expanding family. Commissioner Bauer asked Mr. Bacon if his inn would be affected if the regulations were made to only allow hosted facilities. Mr. Bacon stated that they have an Administrative Permit from the county to operate the business. He added that they would like to obtain a special events permit and they are in the process of working with planning staff to accomplish this.

Mr. Yankovich clarified that Mr. Bacon has a permit to operate his business and does not fall within the short term rental description.

Since there were no further speakers or questions, Chairperson Cayler closed the public hearing.

Commissioner Hollingsworth wanted to know when a short term vacation rental becomes something else such as a bed and breakfast (B&B) or hotel.

Jim Laughlin explained that the definition of a hotel is found within both the Zoning and Building Codes and is defined as anything with six or more guest rooms. That is one reason short term rentals are being defined as five bedrooms or less. A hotel is required to meet a different building code standard which is an important dividing line. He noted normally any dwelling serving food on a commercial basis is required to have a commercial kitchen, however under state law if the use is defined as a B&B, which means having a limited number of guest rooms and only serving a morning meal, a normal residential kitchen would be acceptable. Mr. Laughlin stated that the county is defining a vacation rental as a dwelling which can have any number of bedrooms and is meant for a family or group of people living together. As long as it is rented out on a short term basis and does not have more than five bedrooms, it would fall within the definition of a short term rental.

Commissioner Rhoads-Poston spoke to the concern expressed by a public speaker regarding business licenses. Ms. Rhoads-Poston wanted to know how long it takes to process an application. Mr. Yankovich explained that there are several different departments that review a business license. He believed the speaker was concerned with the fact that fingerprinting is a step in the process which is something the Sheriff's Department requires. Mr. Yankovich stated that the process should take approximately 4 to 6 weeks unless there are issues with the application.

Commissioner Rhoads-Poston spoke regarding the suggestion brought up by one of the public speakers to the TOT being applied to a specific entity. Mr. Yankovich stated that the Board of Supervisors would be the ones who would make such a decision. They would consider such a matter at the time they are defining their budget as to where those proceeds would go.

Commissioner Rhoads-Poston asked about the concern for well and septic as brought up by a member of the public. Mr. Yankovich said a septic system is determined by the number of bedrooms and those bedrooms define the actual operation of the system itself. With regard to a rental home, the system is still meeting a residential need and therefore it should qualify for certification to handle the load that is going to be placed on it by the number of individuals. Mr. Yankovich stated that staff is looking at the maximum requirements up front because it is difficult to go back and change those requirements after the fact.

Commissioner Walker was curious to know the zoning for the neighborhood area known as Homeacres in Vallejo. Mr. Yankovich noted that the zoning is residential traditional community. Commissioner Walker wanted to know if staff is looking at this area for short term rentals as well. Mr. Yankovich said staff did not happen to find any rentals in that area and are only looking at the areas that seem to be desirable which is the western portion of the county. Mr. Yankovich commented that the Homeacres area is different in a sense that there are some large parcels but the majority are small. He said the county is taking a more cautious approach and not examining every zone district in the county, but trying to gather some public feedback in order to fine tune the use in the future.

Chairperson Cayler inquired about how staff envisions approaching the issue relating to the people that own and are operating short term vacation rentals in the watershed area. She wanted to know if this means they would no longer be able to operate, or would they be grandfathered in as an already functioning business.

Mr. Laughlin stated if a use is legal non-conforming then that use would be grandfathered in. He explained that to be legal non-conforming an operation needs to establish themselves in compliance with all laws in effect at the time the use was established, and continuously meet all of those laws. He said it appears most of these operations have not been paying TOT which they would need to do in order be legal non-conforming. Also, under the code these uses are currently prohibited, this proposed ordinance is intended to open up the range of allowed uses to make what is now a prohibited use an allowed use or a conditionally permitted use in some zoning districts. Mr. Laughlin did not believe these property owners could make a good argument that the use was established legally at the time they began operation. As far as the watershed district, he explained that it is an area of the county where uses have been restricted quite severely because of hazards such as fire, slope stability, and inaccessibility of emergency services. He said the county does not allow a second unit by right on those properties. Mr. Laughlin stated that the uses allowed under a conditional permit in the watershed district are lodge and resort. Staff can examine those individual properties to determine if the property is appropriate for a tourist type use.

Commissioner Hollingsworth wanted to know from staff what they are looking for from the commission as far as making a decision on the ordinance. Bill Emlen stated that there are a lot of variables. He said staff tried to mirror what they heard at the last commission meeting in order to bring forward something specific. Within that there is some interchangeability and other things the commission could add based upon input received at the public hearing. Commissioner Bauer wanted to know if a traffic study had been done. Mr. Yankovich stated that because staff was unaware of these uses taking place in the different zone districts that a traffic study had not been done.

Commissioner Rhoads-Poston said that she felt a little more fine-tuning of the ordinance was necessary. She said there is a website currently advertising three rental units on one property and she believed this is a subject that should be addressed. She said she would like to see conversations happen with regard to the watershed area and maybe define that a bit more. Ms. Rhoads-Poston said she did not want to make the ordinance so vague that the problem gets worse, but then again did not want to make it overly specific. She commented that she felt the ordinance is too vague as it currently stands.

Commissioner Hollingsworth commented about noise. He suggested the language in the ordinance be modified to say any amplification should not be allowed, and to include a timeframe as agreed upon by the commission. He said he personally did not have a problem with the 8pm to 10am curfew. He said radio and television should be removed from the language altogether because those items are usually located within the household anyway.

Commissioner Walker stated that he believes the county is trying to arrive at a balanced and reasonable series of ordinances. He commented that this is not just about generating revenue nor should it be. He said he is trying to be cognizant of impacts to neighbors, but also recognizes the benefit this brings both in terms of revenue for people that need that income and to promote agritourism. Mr. Walker stated that he is more inclined to go with ordinance no. 1 and is open to modification. He commented that the character of an agricultural area is completely different than life within the city limits, and he believed people make choices on where they live based upon that flexibility. He believed there is a need to have different standards for hosted vs unhosted and did not want the ordinance to be cumbersome. Commissioner Walker stated that he was not in favor of ordinance no. 2.

Commissioner Bauer commented that the simplest thing, which has been talked about in the past, would be to ban this use altogether but noted that it would not be feasible nor realistic. She said limiting it to a hosted activity keeps it simple and residential. She said the commission has heard a lot about self-policing and self-regulating but she did not see that happening. She said letting this activity go full tilt will turn Solano County into something similar to Napa. She commented that it is almost impossible to travel in and around Napa because of all the event centers, the wineries and Airbnbs. Ms. Bauer said she toured Suisun Valley this past week with one of the area residents and she did not believe the roads are adequate for the increased traffic this kind of business would bring. She said there is no question that this will reduce housing stock. She said other counties have started restricting this use because it is not working, it is turning residential areas into commercial districts and it is not fair for the people who live there. Commissioner Bauer said she would be, at most, in favor of limiting the use to hosted only. She said she would be in favor of tabling this matter to allow staff more time to work on it.

Chairperson Cayler commented that she would agree to both the hosted and unhosted aspect in the ordinance.

A motion was made by Commissioner Rhoads-Poston and seconded by Commissioner Bauer to continue this item to the regular meeting of July 19, 2018. The motion passed unanimously.

ANNOUNCEMENTS and REPORTS

Mr. Yankovich announced to the commission that the City of Fairfield will host a training session for planning commissioners. The training will most likely take place sometime within the last week of August and will possibly be held in Vallejo. Mr. Yankovich asked if any of the commissioners are interested in attending to let staff know. He will pass on further information as it becomes available.

Since there was no further business, the meeting was **adjourned**.

MINUTES OF THE SOLANO COUNTY PLANNING COMMISSION

Meeting of May 17, 2018

The regular meeting of the Solano County Planning Commission was held in the Solano County Administration Center, Board of Supervisors' Chambers (1st floor), 675 Texas Street, Fairfield, California.

PRESENT: Commissioners Walker, Hollingsworth, Bauer, and Chairperson Cayler

EXCUSED: Commissioner Rhoads-Poston

STAFF PRESENT: Bill Emlen, Director; Mike Yankovich, Planning Program Manager; Jim Laughlin, Deputy County Counsel; and Kristine Sowards, Planning Commission Clerk

Chairperson Cayler called the meeting to order at 7:00 p.m. with a salute to the flag. Roll call was taken and a quorum was present.

Approval of the Agenda

The agenda was approved with no additions or deletions.

Approval of the Minutes

The minutes of the regular meeting of April 19, 2018 were approved as prepared.

Items from the Public

There was no one from the public wishing to speak.

Regular Calendar

Item No. 1

PUBLIC HEARING to consider Use Permit Application No. U-17-09 and Marsh Development Permit Application No. MD-17-02 of **Verizon Wireless c/o Complete Wireless Consulting, Inc. (Hwy 680 Cygnus)** to install a 65' monopole with associated ground equipment as part of a wireless telecommunications facility to be located on a 2.8 acre parcel zoned Exclusive Agricultural "A-20" off Marshview and Goodyear Road as they intersect with Interstate 680. The site is approximately 1.5 miles southeast of the City of Fairfield, APN: 0046-110-280. (Project Planner: Karen Avery). **Staff Recommendation:** Continue item to the regular meeting of June 21, 2018.

Michael Yankovich made note that this project was continued from the April 5, 2018 Planning Commission meeting at the request of Verizon Wireless to the meeting of May 17, 2018. As noted in the request for continuance letter, the design of the project was found to have a visual impact on the scenic corridor along I-680. The applicant has since proposed a re-design

of the project. Application materials for this new design were received by the Planning Services division on May 8, 2018.

Mr. Yankovich stated that also since the April 5th hearing date, the applicant and the county have agreed to a tolling agreement which extends the FCC shot clock to July 6, 2018. It is anticipated the project will be returning to the planning commission on June 21, 2018, after the 30-day public review period of the CEQA document is completed.

A motion was made by Commissioner Bauer and seconded by Commissioner Hollingsworth to continue this matter to the meeting of June 21, 2018. The motion passed unanimously.

Item No. 2

STUDY SESSION to consider and obtain public testimony on a Vacation House Rental land use for the unincorporated area of Solano County and direct staff to prepare draft amendments to the County's Zoning Regulations that would either, allow, regulate, or prohibit Vacation House Rentals.

Mike Yankovich gave a brief presentation of staff's written report. The report noted that last year the planning commission held three meetings in which short-term rental of houses and rooms for periods of less than 30 days were discussed. Then, as now, the use of a dwelling unit as a Vacation House Rental (whole house rental) rather than as a residence is a land use that is implicitly not authorized or addressed by Chapter 28 (Zoning Regulations) of the Solano County Code. The discussion included consideration of regulations developed by staff to assure that this use would be compatible with the residential character of the neighborhoods. Public testimony on the proposed regulations was generally negative and ranged from over regulation of a use to proposing regulations for a use that are unnecessary. At the third meeting, the commission decided to end the discussion and staff withdrew the item from further consideration at the time. As a result, vacation house rental remain a land use that is implicitly not authorized by Chapter 28, but is a land use that currently is being conducted on a number of properties in the unincorporated area.

Staff has since conducted additional research addressing the vacation house rental land use and, in consideration of this information, is providing several options for consideration by the commission. Those options were outlined in detail in staff's written report. Mr. Yankovich ended his presentation by making himself available to answer any questions.

Commissioner Walker stated in past study sessions with the Commission there were concerns raised pertaining to parcels under Williamson Act contract. The issues were due to the circumstance that the use would be prohibited. Mr. Walker wanted to know if this was still the case.

Mr. Yankovich noted that since the commission's last study session the county has had communications with the State regarding Williamson Act contracted properties. They indicated they would essentially not like to have any type of commercial use on those lands. Mr. Yankovich said for the most part, most counties are not receiving any type of supplemental funds from the state with regard to contracted properties.

Commissioner Walker spoke with regard to Option 5 which proposes the use be prohibited and said that to insure compliance, it would come at a cost. Mr. Yankovich said the additional

use effort would definitely prove to be a challenge. He noted that currently the county employs one full-time and one half-time code compliance officer which makes it tough to achieve compliance in all areas of the county.

Since there were no further questions of staff, Chairperson Cayler opened the public hearing.

Reta Jones, Suisun Valley Road, Fairfield, longtime resident in the area voiced her concern about this type of activity and the need for strong regulation. She referred to a recent incident where it was discovered that a local vacation rental situated in close proximity of a church where young children frequent was being occupied by a known predator. Ms. Jones stated that these types of rentals need monitoring so as to prevent such an occurrence.

Linda Tenbrink, Gordon Valley Road, Fairfield, long time farmer in the Valley spoke in support of allowing vacation rentals by right. Ms. Tenbrink commented that this activity is already happening in a big way and it would be relatively hard to stop even if there was a desire by the county to do so. She commented that it would be more sensible to look at the benefits that this new industry brings to the county through increased tax revenue and its support of agriculture. Ms. Tenbrink stated that the Transit Occupancy Tax (TOT) that would be generated even on the 5% level would be a greater benefit than the \$19,000 as quoted in the staff report. She stated that beyond the additional revenue, especially in the agricultural district, property owners have already seen prices for their products escalate due to the increased exposure because people are becoming more aware of the Suisun Valley. Ms. Tenbrink said she did not feel that regulation needs to be excessive because she believes the industry is a self-regulating industry; if an operator is not providing a safe and comfortable experience, it does not take long for social media sites such as Yelp to make a negative impact on the business. Ms. Tenbrink stated that she would like to see in the regulations the TOT revenue specifically earmarked for the areas where it is collected, and be put to use in those areas. She said the commission should also consider not making this a blanket ordinance for the entire county, but to choose different levels of application for the different areas due to their uniqueness.

Daniel Schwartz, Blue Road, Vacaville, spoke in favor of the vacation rental. He stated that he and his wife have been supporting agritourism in the county for a number of years. They produce lavender products and also grow wine grapes. From a host experience, as well as a guest of Airbnb, Mr. Schwartz said that it has been an extremely positive experience. He said there is no question that it helps them personally in terms of finance, but the experience goes well beyond just the financial rewards. He stated that on their property they do not allow parties or events, and do not tolerate unplanned activities. Mr. Schwartz commented that very few of their guests had ever heard of Solano County but they were well aware of the Napa area. He said he makes it a point to provide his guests with a list of what to do and where to go in Solano County so that folks can decide to stay local and ultimately contribute to the tax base. Mr. Schwartz noted that Airbnb has a governmental component and he had hoped that the county has reached out to them because they have an extensive tool kit that they have used around the world.

Alexis Koefoed, Pleasants Valley Road, Vacaville, stated that as farmers they are always looking at ways to add value to their farm and to the experience with their customers. She said their Airbnb/VRBO has been a lifeline for those times of the year when crops are not being harvested or when crops fail and there is a need to find other ways to generate revenue. She said it is satisfying to be able to open their farm to the public and to show why farming is so

important and to share the open land and fields of flowers. She said it is a benefit to keeping farming and agricultural land in the county alive, vibrant and successful.

Laura Brasfield, Vezer Family Vineyard, Mankas Corner Road, Fairfield, stated that she operates an Airbnb/VRBO at two separate sites. She said that she does her due diligence on screening customers. She has created a special contract which is an additional step to ensure that guests are following the rules and she enforces noise and hour limitations. She said the occupancy limitation is no more than 10 people, 3 day minimum and 7 day maximum. She stated that she monitors the locations to make sure there are no parties on site. Ms. Brasfield said that she believes some regulation is needed in order to keep in line with what the county may require and she was agreeable to paying the TOT.

Carolyn West, Green Valley Road, Fairfield, stated that they have a vineyard cottage and have rented it out in the past. She commented that it was an extremely joyful experience and it was successful. She said unfortunately the county is limited and does not have a lot of these charming inns, but in developing agritourism in Suisun Valley, Green Valley, and Pleasants Valley the county needs places for these tourists to stay. She hoped that the county does not limit this to just one area or just one type of vacation home. She said it is so important for the young families that live in the estates in Green Valley who have an extra room or a pool house to be able to use that amenity in this way. Ms. West commented that the Green Valley Country Club is losing wedding revenue because there are no local romantic accommodations for the bridal party. Ms. West noted that she is very involved in the community and with maintaining the county's agricultural integrity. She stated that Solano County is known as a drive-by community. She said that the county can capture some of that Napa market and bring it to Solano by offering the kind of lodging that is desired. The county needs to use the land wisely and encourage this activity. Ms. West stated that she favored Option 2 but would also agree to Option 3.

Kevin Browning, Clayton Road, Fairfield, long time resident of Solano County referenced the statement made by staff that there are no facts to show the affect this would have on housing availability. He stated that a typical rural home in these areas would rent anywhere in between \$2,000 to \$3,000 a month which would equate to \$24,000 to \$36,000 a year revenue to the homeowner. When opening this up to anyone being allowed to turn a residential home into an income producing property with unlimited uses, it affects those people who do not have such a business. He questioned where the resident's rights come into play. He said the reason Solano County have these types of businesses is because Napa does not allow it. He noted that the cities of Fairfield and Vacaville just recently banned this activity so now Solano County's rural area is the new dumping ground. Mr. Browning commented regarding the comparison being made to Sonoma County and stated that this is a far reach since Sonoma is more diverse than Solano, and many of their rentals are located along the Pacific Ocean which does not compare to agricultural land. Traffic will be an issue because the county roads are not designed for the increased traffic. Mr. Browning spoke to the nuisance issue. He said they live next door to a vacation rental where inebriated occupants have trespassed onto their property trying to pick fruit from the trees. Mr. Browning stated that he is not in favor of a blanket ordinance and hoped the commission would table this item.

Mary Browning, Clayton Road, Fairfield, noted that this area has 18 hotels and over 800 rooms. She said folks can enjoy the farmland during the day and just as well sleep in an area hotel at night, commenting that these hotels also supply employment to local citizens. The

hotels already have safety regulations in place and are insured for liability. Ms. Browning said she is quite sure these operating vacation rental units do not carry commercial insurance, so if the home were to burn down it would not have adequate coverage. She referenced an incident that took place in Napa where an Airbnb burnt down and the owner has not been able to rebuild because it was not properly insured. She stated that there are no lending criteria for this type of use and it is not recognized by banks or lenders, it is strictly a commercial policy requirement. She noted that the Airbnb Corporation does not cover liability despite their claim that they do. Ms. Browning provided written information to the commission highlighting the trials and tribulations associated with this type of activity as experienced throughout the country. She said this will be an impact to Solano County's lack of affordable housing because it gives the incentive to either rent short term or buy as investment property. Ms. Browning noted that currently Suisun Valley Inn is the only entity who pays TOT. She stated that Sonoma County uses their TOT for compliance and regulation and they have not been able to keep up. Ms. Browning said there is no way for the county to regulate this. She said code compliance in the county does not happen. She said she was the person who started complaining 5 years ago about the Airbnb next door and there was never compliance. She said one letter of violation was sent to the property owner by the county and that letter was totally ignored. Ms. Browning said living next to an Airbnb is annoying and she spoke to the incidents of having guests trespass on their farm and getting close to their animals. She said they fear for their animal's safety and the safety of the trespassers as well. Ms. Browning said she would favor Option 5.

Eleanor MacMakin, Mix Canyon Road, Vacaville, said she has operated an Airbnb/VRBO for 5 years and rents out the entire home. She said if she did not have that option she would not be financially solvent. The pleasure she gains from her guests is enormous. She described her property as being in the riparian sanctuary and therefore it does not impact anyone because there are no adjacent neighbors. Ms. MacMakin said the Airbnb industry is here to stay and so she believed regulating it is a good idea. She was happy that the county is beginning this process and inviting property owners to come and speak. She also noted that besides the short term rental there are also an abundance of campers travelling to the area because people desire the outdoors and the county has a lot of nature to offer. She agreed that this industry is self-regulated. Ms. MacMakin commented that she has set into motion a plan with the Ulatis Conservation District to comply with preserving the land as open space.

Charles Wood, Jefferson Street, Fairfield, stated that his family moved into this area in 1963. He noted that his parents still live in Green Valley. Mr. Wood said he is a real estate attorney representing Vezer Family Vineyards. He also has several other clients who are very much in favor of allowing these short term rentals for tourism purposes. He said there are tremendous benefits to the economy in allowing these short term rentals by letting otherwise idle real properties be used to allow for more income to the area and to the economy. This money stays local. These units have a great potential to generate fees and TOT. Mr. Wood stated that he has spoken with many Airbnb hosts and they do not have any qualms with having to pay a TOT or other reasonable tax. The impacts of a short term rental are very similar to somebody renting or living in a house. These short term rentals will help promote visitors to the area and specifically help satisfy the goals of the Suisun Valley Plan. He noted that he is aware there is some fear of disturbances but there is no evidence to support that. The industry is self-screening. He commented that the host are allowing people into their homes, sleep in their beds and to use their furnishings and so these homeowners have the most incentive to make sure that these are good quality people. Mr. Wood stated again that there is no

evidence to back up claims that these short term rentals result in more drunk people causing problems in orchards or other places. There is no consistent problem that justifies strict regulation and he sees no reason to prohibit these short term rentals. Mr. Wood voted for the option that allows this use with reasonable regulations.

Since there were no further speakers Chairperson Cayler closed the public hearing.

Commissioner Bauer said that she favored Option 4. She brought up the possibility of having the minor use permit allow for some variance; for example the speaker who owns the residence within the riparian sanctuary that has no impact on neighbors. Ms. Bauer spoke to the issue brought up concerning commercial insurance. She said she felt it would be better if the vacation rentals were hosted rather than non-hosted so that the homeowner would be on site to monitor the activities. Ms. Bauer said she understood how important this is to people to be able to stay in their homes by being able to rent out a portion of it. She noted that she conducted a quick online search for an Airbnb in Solano County. She chose the month of November. The result brought up 410 listings. She said the few she tried to figure out their location were identified as within Fairfield.

Commissioner Hollingsworth commented that since this activity is going to take place we should have some rules and regulations in order to monitor the use. He supported both Option Nos. 3 and 4. Commissioner Hollingsworth also suggested staff put together a listing of the vacation rentals within the county in order to know where they are operating.

Commissioner Walker stated that he would not support this activity by right nor would he support direct prohibition. He said he would be more in favor of some variation of Option 4 and to also examine what the impact might be with respect to only allowing hosted rentals, but leaving the option open for the possibility of adding non-hosted rentals at a later date. Commissioner Walker said he is sensitive to the conversation in the staff report by the Tax Collector/Treasurer that this activity would not necessarily work if there was not adequate funding to support the administration of the program, examples being the collection of the TOT and code enforcement. Commissioner Walker said it would be his recommendation to ask staff to look at proposing some regulations keeping in mind the need to generate enough revenue to pay for the additional staff time before opening up Solano County to this type of business.

Chairperson Cayler commented that this use is already taking place and so the county needs to have guidelines to follow for all involved: the county, law enforcement, the hosts and hostesses. Ms. Cayler commented that there are also attractions other than wineries to draw people to Solano County such as the lavender farm and Christmas tree farm in Dixon.

Bill Emlen commented that as staff was preparing this item for study session, they recognized the discussions the commission has had in the past and knew there were going to be some distinct views. What staff is trying to do now is establish a baseline. He said in the future some variations could be made as we learn more about this evolving industry.

Commissioner Walker spoke with regard to the ordinance being brought back before the commission. He said if staff believes a particular zoning district should not be included as part of this ordinance, he asked if staff could include an explanation in the report as to why that

district or districts were chosen. He said it would be helpful in understanding the reasoning and how it would apply to other zoning districts that are not referenced.

It was noted by staff that this item would be brought back before the commission for public hearing on June 21, 2018.

ANNOUNCEMENTS and REPORTS

There were no announcements or reports.

Since there was no further business, the meeting was **adjourned**.

DEPARTMENT OF RESOURCE MANAGEMENT



**NOTICE OF PUBLIC HEARING
(Board of Supervisors)**

The County of Solano does not discriminate against persons with disabilities and is an accessible facility. If you wish to attend this meeting and you will require assistance in order to participate, please contact Kristine Sowards, Department of Resource Management at 675 Texas Street, Suite 5500, Fairfield, CA (707) 784-6765 at least 24 hours in advance of the event to make reasonable arrangements to ensure accessibility to this meeting.

NOTICE IS GIVEN that the Solano County Board of Supervisors will hold a public hearing to consider an ordinance (ZT-18-03) amending Chapter 28 of the Solano County Code to define the short-term rental of a dwelling as a “vacation house rental” and to authorize such land use, subject to an administrative or minor use permit, within the Agricultural, Rural Residential and Watershed Zoning Districts. This project is determined to be exempt from the provisions of the California Environmental Quality Act. (Project Planner: Michael Yankovich)

If you challenge the proposed consideration in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Board of Supervisors at, or prior to, the public hearing.

Any person wishing to comment on the project and/or review the information contained within the project file may do so at the Solano County Department of Resource Management, Planning Division, County Administration Center, 675 Texas Street, Suite 5500, Fairfield. Staff reports are available by 5:00 p.m. the Friday prior to the meeting at www.solanocounty.com under Quick Clicks, Board Meetings.

The hearing will be held in the Board of Supervisors' Chambers, County Administration Center, 1st Floor, 675 Texas Street, Fairfield on Tuesday, October 2, 2018. This item is scheduled to be heard by the Board at 2:00 p.m. or as soon thereafter as the matter may be heard. Interested persons may appear and be heard at that time.

BIRGITTA E. CORSELLO
Clerk of the Board of Supervisors
County of Solano, State of California

The Daily Republic - legal ad/one time – Sunday, September 16, 2018



Solano County

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

Agenda Submittal

Agenda #:	18	Status:	Regular Calendar
Type:	Ordinance	Department:	Resource Management
File #:	18-645	Contact:	Bill Emlen, 784-6062
Agenda date:	10/02/2018	Final Action:	
Title:	Conduct a noticed public hearing to consider the adoption of an ordinance establishing a permanent prohibition of the establishment of commercial cannabis activities, including commercial cultivation of medicinal and recreational cannabis, and commercial cannabis delivery, distribution, transportation, processing, manufacturing, retail operations, microbusinesses, collectives, cooperatives, and testing facilities of medicinal and recreational cannabis in the unincorporated areas of Solano County		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Ordinance, B - Planning Commission Resolution No. 4659, C - Update on State and Local Cannabis Regs, D - Notice of Public Hearing		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board of Supervisors:

1. Read the proposed ordinance by title only and waive further reading by majority vote; and
2. Find the proposed ordinance is exempt from further environmental review under Section 15061(b)(3) of Title 14 of the California Code of Regulations because there is no possibility that the project may have a significant effect on the environment; and
3. Adopt the proposed ordinance amending Chapter 28 (Zoning Regulations) establishing a permanent prohibition on commercial cannabis activities, including commercial cultivation of medicinal and recreational cannabis, and commercial cannabis delivery, distribution, transportation, processing, manufacturing, retail operations, microbusinesses, collectives, cooperatives, and testing facilities of medicinal and recreational cannabis in the unincorporated areas of Solano County.

SUMMARY:

The Board of Supervisors adopted an interim urgency ordinance establishing a 45-day moratorium on all commercial cannabis activities on December 6, 2016. Pursuant to Government Code section 65858 (a), the Board of Supervisors extended the urgency ordinance for 10 months and 15 days on January 10, 2017 and approved a final one-year extension of the urgency ordinance on November 14, 2017. The existing moratorium prohibiting commercial cannabis activities will remain in force until December 6, 2018.

On November 14, 2017, the Board of Supervisors directed staff to draft a permanent ordinance prohibiting all commercial cannabis activities. On August 2, 2018, the Solano County Planning Commission held a public hearing and considered the proposed ordinance recommending the prohibition of commercial cannabis activities in the unincorporated areas of Solano County. After receiving public comment and discussion amongst the Commissioners, the Commission voted to not recommend the ordinance prohibiting commercial cannabis activities to the Board of Supervisors.

FINANCIAL IMPACT:

The costs to analyze County options for regulating cannabis is included in the Department of Resource Management's Planning Services budget. The costs associated with preparing the agenda item are nominal and absorbed by the Department's FY2018/19 Adopted Budget.

DISCUSSION:

History

Since the passage of the initial interim urgency ordinance in December 2016, the Board of Supervisors hosted a variety of speakers to discuss various aspects of cannabis and cannabis regulations. Speakers included independent consultants in the cannabis industry and leaders within the State of Colorado's cannabis regulatory agencies. Staff held a community meeting at the County Administration Center, spoke at Neighborhood Watch meetings in Green Valley and Elmira to obtain information from residents, businesses and industry operators on development of personal and commercial cannabis regulations. The Board of Supervisors established an ad-hoc committee on the subject of cannabis and designated Supervisors Erin Hannigan and John Vasquez to work with staff to conduct site visits of cannabis operations. This ad-hoc cannabis committee conducted tours of indoor and outdoor cannabis cultivation sites, an indoor nursery facility, two manufacturing operations as well as two testing facilities.

Per Board request, the overall review of cannabis regulations was separated into two parts: non-commercial (personal and caregiver) and commercial activities. The personal and caregiver cannabis cultivation ordinance was reviewed and recommended for adoption by the Planning Commission in September 2017 and adopted by the Board in October 2017.

On November 14, 2017, the Board conducted a public hearing to consider the adoption of the one-year extension of the interim urgency ordinance related to commercial cannabis. At that same meeting, the Board received a report from the ad-hoc Cannabis Committee regarding their research, initial findings and recommendations regarding potential commercial cannabis license types that could be given further consideration in certain zoning districts. After considering the ad-hoc Committee's recommendations, public comment, and discussion amongst the Board members, the Board directed staff to prepare an ordinance prohibiting all types of cannabis business activities in the unincorporated area. The primary reasons for this direction were that the unincorporated areas of Solano County lack suitable water, wastewater treatment, and road infrastructure needed for most commercial and industrial type cannabis uses in rural areas. It was also noted that most of the cities in Solano County, as well as near-by counties, have approved some type of commercial cannabis activities, including cannabis retailers that provide delivery services. The majority of the Board members found that there was not a compelling need to duplicate such uses in unincorporated Solano County where public services are limited.

The Planning Commission held a public hearing on August 2, 2018 to consider the proposed ordinance prohibiting commercial cannabis activities in the unincorporated areas of Solano County (Attachment A - Ordinance). After receiving public comments and a discussion of the ordinance, the Planning Commission voted to recommend the Board not adopt the proposed ordinance prohibiting commercial cannabis activities citing that cannabis activities such as cultivation, manufacturing, distribution, and testing had the potential to be viable uses in unincorporated areas of the county (Attachment B - Planning Commission Resolution

No.4659).

Update on State and Local Cannabis Regulations

Staff continues to track the cannabis regulatory environment and attached is a summary of current state laws and an update on local jurisdictions actions on cannabis regulations. (Attachment C - Update on State and Local Cannabis Regulations).

State cannabis laws and regulations continue to change and evolve. Since the Board of Supervisors directed staff to prepare a permanent ordinance prohibiting all commercial cannabis activities, new cannabis license types have been defined by the Bureau of Cannabis Control, and the Department of Food and Agriculture (CalCannabis). The Planning Commission was apprised of the license -type changes discussed below but did not include any reference to these licenses in their recommendation.

Events

The Bureau added two license types in December 2017 that address cannabis events: a “Cannabis Event Organizer License” and a “Temporary Cannabis Event License”. Local approval is required for a temporary cannabis event license, but not for a cannabis event organizer license. An individual would apply for a Cannabis Event Organizer License in order to operate a Temporary Cannabis Event for up to four days. Currently, Temporary Cannabis Events are limited to County Fair and Agricultural Association buildings; however, there is a bill (Assembly Bill No. 2020 (2017-2018 Regular Session)) that if signed by the Governor, would allow local jurisdictions to approve any venue for Temporary Cannabis Events. State law currently provides, “temporary event licenses shall only be issued in local jurisdictions that authorize such events.” (Business & Professions Code §26200(e).) This language is retained in AB-2020.

The ordinance currently does not include a prohibition on temporary cannabis events. The effect of this is that if the ordinance is adopted as proposed, a temporary cannabis event could be held on a case-by-case basis in unincorporated Solano County if the County were to authorize the event. If the County did not authorize a proposed temporary cannabis event, then such an event could not be held. Alternately, the Board could choose to modify the ordinance to include temporary cannabis events as a prohibited commercial cannabis activity (see Alternative 2, below). The effect of this would be that no temporary cannabis activities could occur at the Solano County Fairgrounds or anywhere else in the unincorporated County.

Processors

CalCannabis added a “Processor License” which is described as trimming, drying, curing, grading, or packaging of cannabis and non-manufactured cannabis products. Most likely the processor license could be obtained by a business owner that specializes in trimming the product or the processing license could be used alongside a cultivator license. This license type was included as a prohibited commercial cannabis activity in the ordinance as the functions of this license are similar to the types of cannabis activities the Board requested be prohibited.

Collectives and Cooperatives

Collectives and cooperatives, as defined by the Bureau of Cannabis Control, are included in the list of prohibited commercial cannabis activities in the proposed ordinance. Collectives and cooperatives were given a one-year window of legal protection after the Bureau began issuing state licenses (January 9, 2018). After one-year, beginning January 9, 2019, all collectives and cooperatives that wish to continue to engage in commercial business will need to obtain a state license and comply with any local requirements. The requirement to obtain a state license would not apply to individual patients or to caregivers growing for no more than five patients.

Senate Bill 829 approved by the Legislature in 2018 and pending the Governor’s signature would allow licensed cannabis businesses to provide “compassionate care” free and untaxed cannabis or cannabis products to qualifying low-income medicinal patients. It is uncertain how this bill, if it becomes law, would

impact the current regulations governing collectives and cooperatives.

The Board of Supervisors adopted a Personal and Caregiver Medicinal Cannabis Cultivation Ordinance in October 2017. The Personal and Caregiver Ordinance addresses caregiver medicinal cultivation in a non-commercial context; allowing a caregiver to grow up to 6 mature plants or 12 immature plants for up to 5 patients with approval of a Caregiver Administrative permit from the Department of Resource Management.

Proposed Cannabis Ordinance

The ordinance being considered by the Board of Supervisors prohibits all commercial cannabis activities that are licensed by the State, unless specifically exempted out of this prohibition by the Board. It is intended that this ordinance include in its prohibition all future commercial cannabis license types developed and issued by the State that require local approval, along with those that currently exist. Current state commercial cannabis license types that require local approval are: cannabis testing laboratory; distributor; transporter; storefront retailer; non-storefront retailer (delivery); microbusiness; collective/cooperative; cultivator; nursery; manufacturer; and processor. As discussed above, an additional commercial cannabis state license type, Temporary Cannabis Event Licenses, was created by the State since the Board provided direction and is currently not included in the proposed ordinance, although the Board can decide to prohibit this license type, too, as indicated in Alternative 2 below.

Environmental Analysis

In accordance with the California Environmental Quality Act (CEQA), it has been determined that this project is exempt from further environmental review under Section 15061(b)(3) of Title 14 of the California Code of Regulations because there is no possibility that the project may have a significant effect on the environment.

Public Notice Requirement

Consistent with Government Code Section 63858, a public hearing notice was published in the Fairfield Daily Republic, Dixon Tribune, Vacaville Reporter, Winters Express, Vallejo Times Herald, Rio Vista River News Herald and Benicia Herald at least 10 days prior to the public hearing. (Attachment D - Notice of Public Hearing).

ALTERNATIVES:

The Board may choose to:

1. Adopt the Ordinance as directed by the Board in November 2017.
2. Modify the Ordinance to add prohibition on temporary cannabis events and approve the modified Ordinance; or
3. Not adopt the Ordinance and allow the establishment of commercial cannabis activities; including commercial cultivation of medicinal and recreational cannabis; cannabis event organizer and temporary cannabis event licenses, the commercial delivery, distribution, transportation, processing, collectives, cooperatives, manufacturing, retail operations, microbusinesses, and testing facilities of medicinal and recreational cannabis within the unincorporated areas of Solano County.

Staff does not recommend that the Board adopt Alternative 3 based on past Board direction.

OTHER AGENCY INVOLVEMENT:

Resource Management staff has consulted with County Counsel and met with the Board ad-hoc cannabis committee, the County Agricultural Commissioner, representatives from the Department of Health and Social

Services, and the Sheriff's office through the process of preparing the proposed ordinance. A representative from the Solano County Farm Bureau spoke in favor of the proposed ordinance at the August 2, 2018 Planning Commission meeting.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

ORDINANCE NO. 2018 - _____

**AN ORDINANCE AMENDING CHAPTER 28 OF THE SOLANO COUNTY CODE
TO PROHIBIT ALL COMMERCIAL CANNABIS ACTIVITIES IN UNINCORPORATED SOLANO COUNTY**

The Board of Supervisors of Solano County do hereby ordain as follows:

SECTION I. Findings

- A. The Federal Controlled Substances Act, 21 U.S.C. §§ 801 et seq., classifies cannabis as a Schedule I Drug; as such, it is unlawful, under federal law, for any person to cultivate, manufacture, distribute, dispense, or possess cannabis, whether for medical or recreational purposes.
- B. In 1996, the voters of the State of California approved Proposition 215, the Compassionate Use Act (Health and Safety Code Section 11362.5), which was intended to provide a defense to criminal charges for the cultivation and possession of medical cannabis by a seriously ill patient, or the patient's primary caregiver.
- C. In 2016, the Medical Marijuana Regulation and Safety Act (SB 643, AB 266, and AB 243) came into effect, instituting a comprehensive state-level licensure and regulatory scheme for cultivation, manufacturing, distribution, transportation, laboratory testing, and dispensing of medical cannabis. Cities and counties retained local regulatory authority over medical cannabis.
- D. On November 8, 2016, Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA) was enacted by the voters to decriminalize and regulate commercial and non-commercial recreational cannabis. AUMA also provided that cities and counties retained local regulatory control over commercial recreational cannabis.
- E. In order to preserve the status quo pending the creation and adoption of state and local regulations in response to MCRSA and AUMA, the Solano County Board of Supervisors on December 6, 2016 adopted interim urgency ordinance number 2016-1781 prohibiting all commercial cannabis activities and outdoor cultivation of personal use cannabis. The Board extended urgency ordinance on January 10, 2017 and November 14, 2017 and it is set to expire on December 6, 2018.
- F. The Board of Supervisors created an ad hoc committee on December 16, 2016 to study commercial cannabis activities, which included attending tours of cannabis manufacturing facilities, cultivators, testing laboratories, and other commercial cannabis activities.
- G. On June 27, 2017, as part of budget trailer legislation (SB 94), the state enacted the Medicinal and Adult Use of Cannabis Regulation and Safety Act (MAUCRSA), which was intended to synthesize the medical and recreational cannabis laws. MAUCRSA allows cities and counties to retain local land use regulatory control over recreational and medicinal cannabis.
- H. On October 24, 2017, the Board of Supervisors adopted a non-commercial cannabis cultivation ordinance to allow cultivation of cannabis by caregivers, patients, and recreational users in conformance with state law.
- I. After the passage of MAUCRSA, the three state agencies tasked with drafting regulations for commercial cannabis activities - the Departments of Consumer Affairs, Food and Agriculture, and Public Health - withdrew their draft regulations. Emergency regulations were released in November 2017 and re-adopted in June 2018. The agencies are currently going through their rule-making processes, but permanent regulations have yet to be adopted.
- J. The state began issuing licenses for commercial cannabis activities on January 1, 2018.
- K. During the 2017-2018 legislative session, dozens of bills that would impact the cannabis regulatory system were introduced and a small handful have been presented to the Governor for signing.

- L. Health and Safety Code section 11362.83 and Business and Professions Code section 26200 preserve the authority of local governments to enact ordinances allowing or prohibiting commercial cannabis activities. Under Business and Professions Code section 26055, state licensing authorities are precluded from approving a state commercial cannabis activities license if the applicant is not in compliance with all applicable local ordinances and regulations.
- M. The Solano County ad hoc cannabis committee reported on its work and its recommendation on commercial cannabis activities to the entire Board of Supervisors on November 14, 2017. A majority of the Board of Supervisors directed staff to prepare an ordinance prohibiting all commercial cannabis activities in the unincorporated County. The primary reasons for this direction were that the county lacks the necessary water, wastewater, and road infrastructure necessary for most commercial and industrial uses; concerns over trespass and related crime, as well as changes in neighborhood character if commercial cannabis cultivation were permitted; uncertainty over the “in-progress” state regulatory process and potential federal responses; and that most of the cities in Solano County, as well as near-by counties, have approved commercial cannabis activities, including delivery-only retailers, thereby ensuring cannabis’ availability to Solano County residents. The Board also made the cannabis ad hoc committee a standing committee in order to monitor the roll-out of medicinal and adult-use cannabis both state-wide and locally, and to make further recommendations on commercial cannabis activities to the Board as needed.
- N. The Board of Supervisors finds and declares that the adoption of this Ordinance is necessary and desirable to ensure the public health, safety, environmental, and nuisance factors related to commercial cannabis activities are adequately addressed.

SECTION II.

“Medical Marijuana Dispensary” of Section 28.01 entitled “Definitions” in the Solano County Code is repealed.

“Commercial Cannabis Activities” is added to Section 28.01 “Definitions” to read:

Commercial Cannabis Activities. Cannabis uses that require a state license or are otherwise regulated by the state, including, but not limited to cannabis testing laboratory, distributor, transporter, storefront retailer, non-storefront retailer, microbusiness, collective, cooperative, cultivator, nursery, manufacturer, or processor, regardless of whether for-profit or not, as defined in the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Business and Professions Code, sections 26000 to 26231.2) and its regulations, as they may be amended. For purposes of this definition, cannabis and cannabis products may be delivered by a commercial cannabis licensee that possesses all requisite cannabis delivery licenses to any zoning district within the jurisdiction of Solano County. For purposes of this definition, Commercial Cannabis Activities do not include a temporary cannabis event, as defined in California Code of Regulations, Title 16, Division 42, Chapter 5, sections 5601 – 5603, as may be amended. Personal and Primary Caregiver Cannabis Cultivation, as defined in Section 28.82 of this Code, shall be excluded from this definition of Commercial Cannabis Activities.

Section 28.70.20, subsection C, “Land Uses Prohibited in All Zoning Districts” is amended to read:

C. Land Uses Prohibited in All Zoning Districts

- 1. *Commercial cannabis activities.*

SECTION III.

The Board of Supervisors repeals Ordinance 2016-1781 as that temporary prohibition on commercial cannabis activities is superseded by the enactment of this ordinance.

SECTION IV.

In accordance with the California Environmental Quality Act (CEQA), it has been determined that this project is exempt from further environmental review under Section 15061(b)(3) of Title 14 of the California Code of Regulations because there is no possibility that the project may have a significant effect on the environment. The Director of Resource Management is directed to file a Notice of Exemption in accordance with CEQA.

SECTION V.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion(s) of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION VI.

This Ordinance and all amendments to the Solano County Code as set forth herein shall take effect thirty (30) days after the date of Board adoption.

SECTION VII.

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

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

AYES:	Supervisors	_____

NOES:	Supervisors	_____
EXCUSED:	Supervisors	_____

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk

**SOLANO COUNTY PLANNING COMMISSION
RESOLUTION NO. 4659**

**RECOMMENDING THE BOARD OF SUPERVISORS DO NOT ADOPT AN ORDINANCE
AMENDING CHAPTER 28 TO PROHIBIT ALL COMMERCIAL CANNABIS ACTIVITIES IN
UNINCORPORATED SOLANO COUNTY**

WHEREAS, in compliance with Government Code sections 65854 and 65855, the Solano County Planning Commission held a noticed public hearing on August 2, 2018 as to the proposed zoning amendment to prohibit all commercial cannabis activities in unincorporated Solano County; and

WHEREAS, the Planning Commission, after receiving a staff report and taking public comment, deliberated on making a recommendation to the Board of Supervisors to adopt the proposed ordinance; and

WHEREAS, during the deliberations, a majority of Planning Commissioners stated they supported allowing types of commercial cannabis activity that would be in conformance with the County's rural, agricultural nature, such as cannabis cultivation, nurseries, manufacturing, and processing; and

WHEREAS, a motion to make the recommendation to adopt the proposed ordinance was made and failed for the lack of a second; and

WHEREAS, a motion was made, seconded and passed to recommend the Board of Supervisors not adopt the proposed zoning amendment.

NOW THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The above Recitations are true and correct; and
2. The Planning Commission does not recommend that the Board of Supervisors adopt the proposed amendments to Chapter 28 of the County Code (Exhibit A).

I hereby certify that the foregoing resolution was adopted at the regular meeting of the Solano County Planning Commission on August 2, 2018 by the following vote:

AYES:	Commissioners	<u>Walker, Bauer and Vice-Chairperson Rhoads-Poston</u>
NOES:	Commissioners	<u>Hollingsworth</u>
ABSTAIN:	Commissioners	<u>None</u>
EXCUSED:	Commissioners	<u>Cayler</u>

By: 

Bill Emlen, Secretary

ORDINANCE NO. 2018-_____

**AN ORDINANCE AMENDING CHAPTER 28 TO PROHIBIT ALL COMMERCIAL CANNABIS
ACTIVITIES IN UNINCORPORATED SOLANO COUNTY**

The Board of Supervisors of Solano County do hereby ordain as follows:

SECTION I. Findings

- A. The Federal Controlled Substances Act, 21 U.S.C. §§ 801 et seq., classifies cannabis as a Schedule I Drug; as such, it is unlawful, under federal law, for any person to cultivate, manufacture, distribute, dispense, or possess cannabis, whether for medical or recreational purposes.
- B. In 1996, the voters of the State of California approved Proposition 215, the Compassionate Use Act (Health and Safety Code Section 11362.5), which was intended to provide a defense to criminal charges for the cultivation and possession of medical cannabis by a seriously ill patient, or the patient's primary caregiver.
- C. In 2016, the Medical Marijuana Regulation and Safety Act (SB 643, AB 266, and AB 243) came into effect, instituting a comprehensive state-level licensure and regulatory scheme for cultivation, manufacturing, distribution, transportation, laboratory testing, and dispensing of medical cannabis. Cities and counties retained local regulatory authority over medical cannabis.
- D. On November 8, 2016, Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA) was enacted by the voters to decriminalize and regulate commercial and non-commercial recreational cannabis. AUMA also provided that cities and counties retained local regulatory control over commercial recreational cannabis.
- E. In order to preserve the status quo pending the creation and adoption of state and local regulations in response to MCRSA and AUMA, the Solano County Board of Supervisors on December 6, 2016 adopted interim urgency ordinance number 2016-1781 prohibiting all commercial cannabis activities and outdoor cultivation of personal use cannabis. The Board extended urgency ordinance on January 10, 2017 and November 14, 2017 and it is set to expire on December 6, 2018.
- F. The Board of Supervisors created an ad hoc committee on December 16, 2016 to study commercial cannabis activities, which included attending tours of cannabis manufacturing facilities, cultivators, testing laboratories, and other commercial cannabis activities.
- G. On June 27, 2017, as part of budget trailer legislation (SB 94), the state enacted the Medicinal and Adult Use of Cannabis Regulation and Safety Act (MAUCRSA), which was intended to synthesize the medical and recreational cannabis laws. MAUCRSA allows cities and counties to retain local land use regulatory control over recreational and medicinal cannabis.
- H. On October 24, 2017, the Board of Supervisors adopted a non-commercial cannabis cultivation ordinance to allow cultivation of cannabis by caregivers, patients, and recreational users in conformance with state law.

- I. After the passage of MAUCRSA, the three state agencies tasked with drafting regulations for commercial cannabis activities - the Departments of Consumer Affairs, Food and Agriculture, and Public Health - withdrew their draft regulations. Emergency regulations were released in November 2017 and re-adopted in June 2018.
- J. The state began issuing temporary licenses valid for 120-days for commercial cannabis activities on January 1, 2018 and on July 13, 2018 the three state agencies released draft regulations for public comment.
- K. Health and Safety Code section 11362.83 and Business and Professions Code section 26200 preserve the authority of local governments to enact ordinances allowing or prohibiting commercial cannabis activities. Under Business and Professions Code section 26055, state licensing authorities are precluded from approving a state commercial cannabis activities license if the applicant is not in compliance with all applicable local ordinances and regulations.
- L. The Solano County ad hoc cannabis committee reported on its work and its recommendation on commercial cannabis activities to the entire Board of Supervisors on November 14, 2017. A majority of the Board of Supervisors directed staff to prepare an ordinance prohibiting all commercial cannabis activities in the unincorporated County. The primary reasons for this direction were that the county lacks the necessary water, wastewater, and road infrastructure necessary for most commercial and industrial uses; concerns over trespass and related crime, as well as changes in neighborhood character if commercial cannabis cultivation were permitted; uncertainty over the "in-progress" state regulatory process and potential federal responses; and that most of the cities in Solano County, as well as near-by counties, have approved commercial cannabis activities, including delivery-only retailers, thereby ensuring cannabis' availability to Solano County residents. The Board also made the cannabis ad hoc committee a standing committee in order to monitor the roll-out of medicinal and adult-use cannabis both state-wide and locally, and to make further recommendations on commercial cannabis activities to the Board as needed.
- M. The Board of Supervisors finds and declares that the adoption of this Ordinance is necessary and desirable to ensure the public health, safety, environmental, and nuisance factors related to commercial cannabis activities are adequately addressed.

SECTION II.

"Medical Marijuana Dispensary" of Section 28.01 entitled "Definitions" in the Solano County Code is repealed.

"Commercial Cannabis Activities" is added to Section 28.01 "Definitions" to read:

Commercial Cannabis Activities. Cannabis uses that require a state license or are otherwise regulated by the state, including, but not limited to cannabis testing laboratory, distributor, transporter, storefront retailer, non-storefront retailer, microbusiness, collective, cooperative, cultivator, nursery, manufacturer, or processor, regardless of whether for-profit or not, as defined in the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Business and Professions Code, sections 26000 to 26231.2) and its regulations, as they may be amended. For purposes of this definition, a transporter or non-storefront retailer may transport and deliver cannabis and cannabis products in any zoning district. For purposes of

this definition, Commercial Cannabis Activities do not include a temporary cannabis event, as defined in California Code of Regulations, Title 16, Division 42, Chapter 5, sections 5601 – 5603, as may be amended. Personal and Primary Caregiver Cannabis Cultivation, as defined in Section 28.82 of this Code, shall be excluded from this definition of Commercial Cannabis Activities.

Section 28.70.20, subsection C, “Land Uses Prohibited in All Zoning Districts” is amended to read:

C. Land Uses Prohibited in All Zoning Districts

- 1. *Commercial cannabis activities.*

SECTION III.

The Board of Supervisors repeals Ordinance 2016-1781 as that temporary prohibition on commercial cannabis activities is superseded by the enactment of this ordinance.

SECTION IV.

In accordance with the California Environmental Quality Act (CEQA), it has been determined that this project is exempt from further environmental review under Section 15061(b)(3) of Title 14 of the California Code of Regulations because there is no possibility that the project may have a significant effect on the environment. The Director of Resource Management is directed to file a Notice of Exemption in accordance with CEQA.

SECTION V.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion(s) of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION VI.

This Ordinance and all amendments to the Solano County Code as set forth herein shall take effect thirty (30) days after the date of Board adoption.

SECTION VII.

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

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

AYES: Supervisors _____

NOES: Supervisors _____

EXCUSED: Supervisors _____

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

ATTEST:
Birgitta E. Corsello, Clerk
Board of Supervisors

By: _____
Jeanette Neiger, Chief Deputy Clerk

ATTACHMENT C – Board of Supervisors Report – October 2, 2018

UPDATE ON STATE AND LOCAL CANNABIS REGULATIONS:

Staff continues to follow the cannabis regulatory environment and below is a brief summary of current state and local jurisdictions:

Status of Implementation by State Agencies and Recent Changes

Bureau of Cannabis Control (Bureau)

The Bureau is currently issuing temporary licenses for cannabis distributors, retailers, testing laboratories, microbusinesses. The Bureau is now allowing individual cannabis businesses to apply for and obtain one license to serve both the medicinal and recreational markets. The Bureau has added two additional license types: Cannabis Event Organizer and Cannabis Event License. A person must have a Cannabis Event Organizer license prior to obtaining a Cannabis Event License to hold a Cannabis Event. The Bureau has established a Cannabis Advisory Committee which advises the Bureau and the other licensing authorities – the California Department of Food and Agriculture and the California Department of Public Health – on the development of regulations to help protect public health and safety and to reduce the illegal market for cannabis. On July 13, 2018, the Bureau released proposed permanent regulations on July 13, 2018 for 45-day public comment; the proposed regulations can be found at the following link: <https://cannabis.ca.gov/cannabis-regulations/>. These regulations will replace the emergency regulations that the Bureau is currently operating under.

California Department of Food and Agriculture (CDFA) – CalCannabis Cultivation Licensing

CDFA is responsible for issuing 18 types of cannabis cultivation licenses including indoor/outdoor/mixed-light cultivation licenses, nursery and processor licenses (cultivation site that does trimming, drying, curing of non-manufactured cannabis). On July 13, 2018, CDFA released proposed permanent regulations for 45-day public comments; the proposed regulations can be found at CalCannabis Cultivation Licensing website at <http://cannabis.cdca.ca.gov/>. These regulations will replace the emergency regulations that the CDFA is currently operating under.

CDFA/CalCannabis is currently in the process of holding public workshops throughout California to solicit input on establishing the framework for the CalCannabis Appellations Project. CDFA is required to develop a process that would allow state licensed cultivators to establish an appellation to cannabis grown in certain geographical areas.

California Department of Public Health (CDPH) - Manufactured Cannabis Safety Branch (MCSB)

The MCSB is currently issuing temporary licenses for four types of cannabis manufacturing:

Type 7 – produce an extract or concentrate using a volatile solvent

Type 6 – produce an extract or concentrate using a mechanical method or non-volatile solvent such as CO2 and ethanol

Type N – produce edible or topical products other than extracts or concentrates

Type P – package cannabis products or label cannabis product containers/wrappers only

As of July 1, 2018, all cannabis goods must meet all the statutory and regulatory requirements for testing, packaging and labeling, THC limits for edible and non-edible cannabis products as proposed in MAUCRSA (Medical Adult-Use Cannabis Regulatory and Safety Act). On July 13, 2018, CDPH published proposed permanent regulations for a 45-day comment period; the proposed changes may be found at www.cdph.ca.gov/mcsb/rulemaking. These regulations will replace the emergency regulations that the MCSB is currently operating under.

Enforcement actions are taking place by all three state agencies – hotlines have been established to report illegal cultivation – 1-800-WEED-TIP and there are online forms available on the CDPH website for anyone wishing to report an unlicensed operator or unsafe product. There have been a number of press releases stating the types of enforcement action being taken on unlicensed operators as well as the destruction of unlicensed cannabis and cannabis products.

California Department of Tax and Fee Administration (CDTFA)

As of May 2018, the CDTFA has reported revenue of \$60.9 million from cannabis sales beginning January 1, 2018 which includes the state cultivation tax of \$1.6 million, 15% excise tax of \$32 million and sales tax of \$27.3 million.

The state's cultivation tax rates are:

- \$9.25 per dry-weight ounce of cannabis flowers,
- \$2.75 per dry-weight ounce of cannabis leaves, and
- \$1.29 per ounce of fresh cannabis plant (must be weighed within two hours of harvesting)

The state's excise tax rate is:

- 15% of the "average market price" when purchased at retail

California City and County Sales and Use Tax:

- applies to retail sales of cannabis and cannabis products after the excise tax has been added
- does not apply to medicinal cannabis purchased by a holder of a California Medical Marijuana Identification Card issued by a county health department

Summary of Solano Cities Cannabis Ordinances

Since January 2018, cities within Solano County have been holding community meetings and developing their own cannabis regulations.

Cities of Fairfield and Vacaville

The City of Fairfield adopted a ban on all commercial cannabis activities and the City of Vacaville continues their moratorium on commercial cannabis activities. It is anticipated that the City of Vacaville will have a personal cannabis ordinance before the City Council by the end of the year. City of Vacaville staff anticipates a draft commercial/industrial cannabis ordinance will be developed in 2019.

City of Vallejo

The City of Vallejo has had medical cannabis dispensaries operating for a number of years, they have currently approved the sale of recreational cannabis within the existing medical dispensaries. There is an emergency ordinance allowing cultivation, distribution and manufacturing of medicinal cannabis by existing licensed dispensaries. Vallejo continues to study the possibility of regulating other medicinal and recreational cannabis businesses.

Cities of Dixon and Rio Vista

The cities of Dixon and Rio Vista have approved cannabis retail stores, cannabis cultivation and manufacturing businesses including a microbusiness in Rio Vista. There is a retailer in operation in Dixon and a microbusiness in operation in Rio Vista.

City of Suisun

The Suisun City Council recently approved cannabis regulations which would allow a retailer and other cannabis activities in certain zoning districts. The zoning districts approved for retailers are along Railroad Avenue. Future locations of other commercial cannabis businesses would require proposal by developer.

City of Benicia

Benicia has approved an ordinance that would allow up to two retailers, one microbusiness and other cannabis businesses in certain areas of the city. The City of Benicia recently held an RFP process for the two retail operations and nine applications were received.

A more in-depth status of the cannabis regulations for the cities within Solano County can be found in Exhibits 1A and 1B. A map of approved cannabis businesses within cities' jurisdictions is included.

County Updates

Adjacent counties are continuing to draft cannabis ordinances. A summary of cannabis regulations and tax rates for nearby counties is included as Exhibits 2A and 2B.

Overall Statewide Trends

The Legislature is considering a large number of wide-ranging cannabis-related bills, such as a bill to make compassionate care cannabis exempt from use taxes; a bill to giving cannabis investigators for CDFA the power to serve warrants and effect arrests; and a bill allowing veterinarians the ability to prescribe cannabis for pets.

CDPH is continuing to expand on its “Let’s Talk Cannabis” initiative to share science-based cannabis awareness information (<https://www.cdph.ca.gov/Programs/DO/letstalkcannabis/Pages/LetsTalkCannabis.aspx>).

Cannabis retailers and news outlets are reporting the rising popularity and demands for “microdosing” products, which typically contain under 5 milligrams of THC. These products tout the benefits of medicinal cannabis without the psychoactive effects, which is seen as a benefit to patients.

Since 2018 is an election year, many jurisdictions have cannabis taxation on their ballots. A trend seen with these new cannabis tax ballot measures is the proposing of a sliding scale for taxation – starting at a low percentage with gradual increase annually or over a specific number of years. Another trend noted by staff is that several jurisdictions with higher rates of taxation and fees on cultivation are now reducing those rates and fees. This reduction has been referenced as providing a relief for cannabis businesses as they begin their newly permitted cannabis operations. Also, it is being recognized that if taxes are too high on legal cannabis operations, there is the potential that it will perpetuate non-legal cannabis operations that exist without permits or proper licenses.

Exhibit 1 - Summary of Solano Cities Cannabis Ordinances/Tax Rates and Map of Commercial Cannabis Businesses

Exhibit 2 – Summary Adjacent Counties Cannabis Ordinances/Tax Rates

Exhibit 1A - Summary of Solano Cities Cannabis Ordinances

City	Personal Cultivation	Storefront and Mobile Retailers/ Dispensaries	Commercial Cannabis
Benicia Personal Ord. 18-4 Chapter 17.84.030	<ul style="list-style-type: none"> • No more than 6 cannabis plants per occupied residence. • Cultivation within fully enclosed structure. • No plants visible from public right of way. • All odors mitigated. • No gas products including butane. • Drying and processing must occur in fully enclosed structure. • Accessory structure may include shed, garage, greenhouse, fully enclosed and locked. Located in rear or side yards, with 5' setbacks from property lines. Structure maximum height of 10'. 	<ul style="list-style-type: none"> • Commercial Cannabis – includes Cannabis Retail and Microbusiness. • 1 microbusiness and 2 retail businesses are allowed. • Currently undergoing RFP process to elicit proposals. Proposals are due September 10, 2018. • Will require conditional use permit from Community Development Department and a Cannabis Public Safety License from the Benicia Police Department. • Retail operations limited to General Commercial, Community Commercial and Waterfront Commercial zones. • Microbusiness limited to Limited Industrial, General Industrial, Industrial Park and Water Related Industrial zones. • All businesses must keep 600' buffer from schools. • Recently held RFP process for the two retail operations and received 9 applications – no applications were received for the microbusiness. 	<ul style="list-style-type: none"> • Industrial Cannabis – includes manufacturing, distribution, cultivation, and delivery. <ul style="list-style-type: none"> • No limit on the number of permits issued. • Requires a Cannabis Public Safety License from Benicia Police. • Requires Cannabis Use Permit. • Per staff, pre-applications have been held with two potential manufacturing operators. • Cannabis Testing <ul style="list-style-type: none"> • Must be 600' from schools. • Located within Office Commercial, Limited Industrial, General Industrial, Industrial Park, and Water Related Industrial. • Currently requesting RFPs for commercial cannabis businesses. See Benicia website for details.

Exhibit 1A - Summary of Solano Cities Cannabis Ordinances

City	Personal Cultivation	Storefront and Mobile Retailers/ Dispensaries	Commercial Cannabis
<u>Dixon</u> Ordinance 17-008	<ul style="list-style-type: none"> • Personal Cultivation as permitted by the State. • Limited to 6 plants. • Currently working on updating regulations to possibly allow more than six medicinal plants with an Administrative Cultivation Permit – still pending Council approval. • Currently working on updating regulations to possibly allow more than 6 plants with an Administrative Cultivation Permit. 	<ul style="list-style-type: none"> • Limit 2 dispensaries/retailers allowed in the city at any time. • One retailer is open for business; no delivery at this time. • Must be fully enclosed. • Delivery is prohibited unless that activity is performed by a cannabis dispensary authorized by the city. • Must maintain a license, permit, and follow specific regulations. • One retail store for both medicinal and adult sales is now open and operating. 	<ul style="list-style-type: none"> • Cannabis manufacturing businesses and cannabis testing labs are allowed within the city in 2 zones: <ul style="list-style-type: none"> - Light Industrial Area - Heavy Industrial Area • Follows same licensing, permits, and regulations as dispensaries. • City Council added distribution to City's pilot program which includes distribution of raw product to testing facility and processed product to retail operation and also allows transport only from cultivation to manufacturer or another distributor. • Council has recently approved Development Agreement for a cannabis cultivation and manufacturing operation.
<u>Fairfield</u> Resolution: NO. 2017-2	<ul style="list-style-type: none"> • Personal Cultivation as permitted by the State. 	<p>Medical cannabis dispensaries, recreational dispensaries, mobile dispensaries, & delivery services are not a permitted within city limits.</p>	<p>Commercial businesses/cultivation are prohibited within city limits.</p>

Exhibit 1A - Summary of Solano Cities Cannabis Ordinances

City	Personal Cultivation	Storefront and Mobile Retailers/ Dispensaries	Commercial Cannabis
<u>Rio Vista</u> Municipal Code: Section 17.70 Ordinance 005-2017 Adopted	<p>Personal cultivation of no more than 6 plants allowed indoors in a private residence or in a detached, secure enclosure with cannabis cultivation use permit issued by city manager.</p> <ul style="list-style-type: none"> Personal Cultivation only be allowed in specific residential zones dictated by Ordinance 005-2017. Cultivation within an enclosed, secured greenhouse which includes mechanical ventilation with filtration systems is permitted. The grower shall have the written consent of the property owner. Comply with CA building, electrical, and fire codes as adopted by the city. 	<ul style="list-style-type: none"> Cannabis Dispensaries are allowed in the C-2 (Community Commercial), C-3 (General Service Commercial and Industrial), B-P (Business Park), I-P-I (Industrial Park and/or Industrial) and MG (General Manufacturing) zones, with the issuance of a conditional use permit (valid for 2 years) and development agreement, which jointly, must first be reviewed and recommended by the Planning Commission for City Council approval. 600ft setback from sensitive uses. Medical Cannabis Deliveries from Authorized Dispensary allowed with Permit. Non-Medical Cannabis Deliveries Prohibited. Mobile dispensaries are expressly prohibited. Limit of 2 retailers (storefronts). 	<p>Conditional Use permit process for indoor cultivation of cannabis, medicinal plant research, manufacturing, and packaging of Cannabis products.</p> <p>Business Park (B-P) and Industrial Park and/or Industrial (I-P-I).</p> <ul style="list-style-type: none"> The conditional use permit and development agreement must first be reviewed and recommended by the Planning Commission prior to City Council review. Six hundred (600) foot setback measured from the closest property line of the school, child care center, or park to the closest property line of the commercial cultivation parcel. Any structure used for the commercial cultivation of cannabis must have a ventilation and filtration system Limit of 2 microbusinesses. One microbusiness is open and operating with storefront retail and delivery available. Planning Commission recently approved use permits for another microbusiness with Type 7 manufacturer and an indoor cultivation and processing facility.

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City	Personal Cultivation	Storefront and Mobile Retailers/ Dispensaries	Commercial Cannabis
<u>Suisun City</u> Municipal Code: Chapter 18.49	<ul style="list-style-type: none"> Personal Cultivation as permitted by the State. Only allows individual cultivation, this excludes caregiver/collective cultivation. 	<ul style="list-style-type: none"> Allows both non-storefront medical/adult-use retailer and delivery and store front medical/adult-use retailer and delivery. Uses limited to Commercial Services & Fabrication zones (these zones abut Railroad Ave). 	<ul style="list-style-type: none"> City Council approved indoor cultivation, mixed-light cultivation, manufacturing, testing and distributor with approval of a City-issued commercial cannabis business permit and in compliance with all other applicable city and state regulations. Cannabis business operator or property owner would need to establish a cannabis business zone for commercial cannabis businesses. City has not established an area.
<u>Vacaville</u> Municipal Code: Chapter 9.13 Moratorium in Affect	<ul style="list-style-type: none"> Personal Cultivation as permitted by the State. Moratorium does not prohibit personal cultivation brought about by state law for medical and non-medical personal cultivation. Council held study session July 10, 2018 to discuss codifying state law. Council directed staff to begin drafting ordinance. Draft ordinance tentatively scheduled for review by Planning Commission/Council by end of 2018. 	<ul style="list-style-type: none"> All dispensaries prohibited. All deliveries of medical cannabis are expressly prohibited within the City of Vacaville. No person shall conduct any deliveries that either originate or terminate within the City. 	<ul style="list-style-type: none"> Commercial cannabis activities of all types are expressly prohibited within the City of Vacaville. This moratorium was expanded to September 26th, 2019 unless repealed before its expiration. Per July 10, 2018 Council meeting - City staff will begin a series of study sessions and meetings on regulating cannabis cultivation, manufacturing, distribution and testing facilities. It is expected that the commercial/industrial components of cannabis businesses will be studied in 2019.

Exhibit 1A - Summary of Solano Cities Cannabis Ordinances

City	Personal Cultivation	Storefront and Mobile Retailers/ Dispensaries	Commercial Cannabis
<u>Vallejo</u> Municipal Code: Chapter 7.100-7.200 Ordinances: 1780, 1781, 1782	<ul style="list-style-type: none"> Recognizes the need for access to medical marijuana by patients. Personal cultivation as permitted by State. 	<ul style="list-style-type: none"> Medical Marijuana Dispensaries allowed provided permits authorizing them to operate in Vallejo. No mobile dispensary allowed. Minimum of 600 feet from any public or private school, kindergarten through high school, day care center, or youth center. <ul style="list-style-type: none"> 11 dispensaries are compliant with municipal code. 9am-8pm operating hours for dispensaries. The dispensary property utilizes a sufficient odor-absorbing ventilation and exhaust system so that odor generated by inside the property is not detected outside dispensary. 	<ul style="list-style-type: none"> Ad Hoc Sub Committee was extended through August 30th, 2019 to continue to research other possible cannabis businesses. Current permanent ordinances address only medical marijuana businesses; urgency ordinances allow sales of recreational cannabis within existing dispensaries. Council adopted emergency ordinances in regards to medical cultivation, distribution and manufacturing. Only persons who were issued a permit to operate a medical marijuana dispensary may apply for a permit to operate as a Medical Marijuana Cultivation (P-CLT), Manufacturer (P-MFG), and/or Distributor (P-DST). Anticipated that Planning Commission and City Council will be going back thru the public hearing process to adopt permanent ordinances addressing cultivation, distribution and manufacturing. Current zoning districts cannabis businesses allowed include the Industrial Use, Industrial Limited Use and Planned Development Industrial.

Proposed/Operating Cannabis Businesses Within Incorporated Areas of Solano County

Cannabis Businesses

- ▲ Type 2A Cultivator (medical/adult-use)
- ▲ Type 3A Cultivator (medical/adult-use)
- ▲ Type 3B Cultivator (medical/adult-use)
- Type 6 Manufacturer (medical/adult-use)
- Type 7 Manufacturer (medical/adult-use)
- Type 10 Retailer (medical/adult-use)
- ◆ Type 11 Distributor
- ◆ Microbusiness
- ▭ City Boundaries
- ▭ County Boundary
- Interstate Highway
- Major Roads
- Water Bodies



1 inch equals 5 miles

0 1.25 2.5 5 Miles

RSU_1699CannBusBusiness_V29/19/18

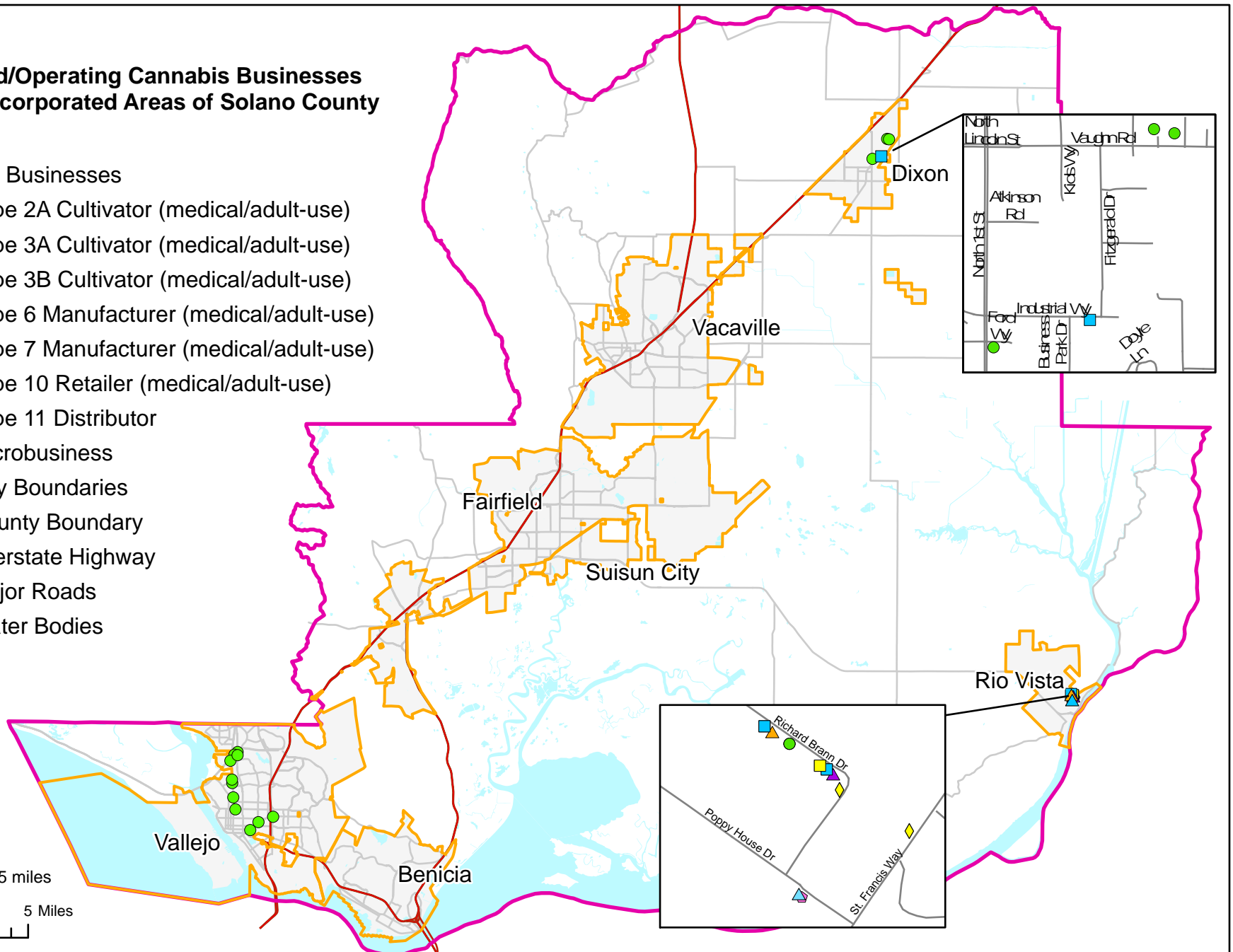


Exhibit 1B - Solano County Cities Cannabis Tax Table

City	Tax Rates	
	<i>Description</i>	<i>Rate</i>
Benicia	<ul style="list-style-type: none"> Measure E will be on the November 6, 2018 ballot. 	<ul style="list-style-type: none"> Up to 6% gross receipts for each cannabis license and \$10 per sq. ft. of canopy for commercial cannabis cultivation businesses.
Dixon	<ul style="list-style-type: none"> All cannabis businesses are required to comply with any taxes put forth by the City under Measure K approved November 2016. 	<ul style="list-style-type: none"> Up to 15% of gross receipts for all cannabis businesses and dispensaries.
Fairfield	<ul style="list-style-type: none"> None 	<ul style="list-style-type: none"> None
Rio Vista	<ul style="list-style-type: none"> A tax plan has been proposed for cannabis businesses. This plan will charge a percentage of gross receipts and go up in percentage every year. 	<ul style="list-style-type: none"> 1st Year 1% of gross receipts 2nd Year: 2% of gross receipts 3rd Year: 3% of gross receipts ETC
Suisun City	<ul style="list-style-type: none"> On July 17, 2018 the City Council adopted Resolution No. 2018-83 placing a cannabis business tax on the November 6, 2018 ballot. 	<ul style="list-style-type: none"> Up to 15% of gross receipts and \$25 per sq. ft. of space used for commercial cannabis activities.

Exhibit 1B - Solano County Cities Cannabis Tax Table

City	<u>Tax Rates</u>	
	<i>Description</i>	<i>Rate</i>
Vacaville	<ul style="list-style-type: none">• None proposed at this time.	<ul style="list-style-type: none">• None
Vallejo	<ul style="list-style-type: none">• Businesses must comply with city cannabis business tax rate (Municipal Code Chapter 5.5).	<ul style="list-style-type: none">• Up to 10% of gross receipts for all Medical Cannabis Businesses (Measure C approved November 2011).

Exhibit 2A – Solano County and Adjacent County Cannabis Ordinance Status

County	Personal Cultivation	Commercial Cannabis Businesses
Solano Current Ordinance: 2017-1789	<p>Outdoor cultivation of medicinal and non-medicinal cannabis is prohibited unless an application for an exception request is approved by the Department of Resource Management for growing up to three plants outdoors.</p> <p>Indoor cultivation of non-medical cannabis is allowed for up to six plants within a residence, enclosed accessory structure, or a greenhouse.</p> <ul style="list-style-type: none"> Caregiver cultivation is allowed indoors with an approved administrative permit from the Department of Resource Management. 	<p>Interim Urgency Ordinance in place thru 12/6/2018:</p> <ul style="list-style-type: none"> No commercial cannabis businesses allowed in the unincorporated areas of Solano County.
Contra Costa Current Ordinance: 2017-26	<p>Interim urgency ordinance prohibits outdoor personal cultivation.</p> <p>Personal indoor grows of up to six plants as provided by AUMA allowed.</p> <p>Interim Urgency Ordinance approved January 2017.</p> <p>Personal cultivation is currently under review.</p>	<p>Interim urgency ordinance prohibits the cultivation, delivery, manufacturing, and sale of cannabis and cannabis products.</p> <p>04/24/18: Presented DRAFT FRAMEWORK FOR REGULATING CANNABIS</p> <ul style="list-style-type: none"> Would allow thru RFP process and with use permit approval – commercial cultivation (maximum of 10 during the first three years), retail storefront (maximum 4 during first three years), delivery-only retail, manufacturing, distribution center, testing facility – all with no initial limits. Only in specific zones and 1000' of schools. Health Services will require permit for cannabis businesses. Final Ordinance expected in 2019.

Exhibit 2A – Solano County and Adjacent County Cannabis Ordinance Status

County	Personal Cultivation	Commercial Cannabis Businesses
Napa Current Ordinance: NO. 1425	<p>Outdoor cultivation prohibited by ordinance extended thru January 2019.</p> <p>Indoor cultivation allowed with regulations (Business & Professions Code sec. 26033):</p> <ul style="list-style-type: none"> No more than twenty-five contiguous square feet of cultivated area per premises allowed for indoor/enclosed structure medical cultivation. 	<p>Not allowable under county code and current ordinance until December 4th, 2018</p> <p>Anticipating the continuation of moratorium; direction from Board to develop a medicinal and recreational dispensary ordinance by June 2019. Cultivation will be considered after dispensaries.</p>
Sacramento Current Ordinance: NO. 1609	<p>Current Ordinance calls for the following regulations on personal cultivation:</p> <ul style="list-style-type: none"> Outdoor cultivation of medical/recreation cannabis prohibited. No more than 9 plants allowed indoors for either medical (regardless of the number of qualified patients or caregivers residing in the dwelling) or non-medical use. 	<p>Commercial Marijuana Businesses/Cultivation Prohibited in all Zoning Districts.</p>

Exhibit 2A – Solano County and Adjacent County Cannabis Ordinance Status

County	Personal Cultivation	Commercial Cannabis Businesses
Sonoma Current Ordinance: NO. 6189	<p>Medical and Non-medical: 100sq feet including:</p> <ul style="list-style-type: none"> • Up to 6 plants for adult use per residence. • No limit for medical patients so long as it fits in the 100sq feet. <p>Outdoor cultivation allowed with some restrictions including setbacks and zoning.</p> <ul style="list-style-type: none"> • Outdoor growing is not allowed in multi-family units or in the medium and high density residential zones (R2 and R3). <p>Indoor/Mixed-light allowed. All cultivation structures must be equipped with filtration and ventilation systems.</p>	<p>Currently only allowing businesses for medical cannabis.</p> <p>Began accepting permit applications for medical cannabis businesses July 5, 2017 with \$2,500 fee.</p> <p>Cannabis Business Tax Rates applicable to all permitted businesses.</p> <p>Permitting available for nursery, cottage, indoor/outdoor/mixed light cultivation, testing/lab, manufacturing, dispensaries, distributor, and transporter businesses.</p>

Exhibit 2A – Solano County and Adjacent County Cannabis Ordinance Status

County	Personal Cultivation	Commercial Cannabis Businesses
Yolo	<p>Personal cultivation allowed under MCRSA and AUMA.</p> <ul style="list-style-type: none"> • Medical: No more than 6 plants allowed per residence (Regardless the number of qualified patients in the residence). • Recreational: No more than 6 plants. <p>Outdoor cultivation limited by setbacks to sensitive uses and neighboring residential structures.</p>	<p>Commercial Cultivation of medical cannabis allowed by permit only and must be in compliance with California Regional Water Quality Control Board Central Valley Region. Cultivators participate in pilot track and trace program:</p> <ul style="list-style-type: none"> - \$1,500 per Application Fee - \$7,600 Initial Permit Fee - \$1.60 per sq. ft. (CBD Dominant) / \$2.48 per sq. ft. (THC Dominant) Annual Certification Fee <p>Yolo County is considering 3 nurseries and 3 processing facility licenses</p> <ul style="list-style-type: none"> - Top 3 applicants of each will meet with the Board of Supervisors in March 2018 to propose their businesses, and if approved, will go to a final approval meeting later this year. <p>Currently developing a Cannabis Land Use Ordinance which will allow manufacturing, testing, distribution, retail and microbusinesses. Currently undergoing CEQA review process – Scoping meeting held 9/13/18.</p>

Exhibit 2B – Solano County and Adjacent County Cannabis Tax Table

<u>County</u>	<i>Description</i>	<u>Tax Information</u> <i>Rate</i>
Solano	<ul style="list-style-type: none"> • Voters approved in November 2016. 	<ul style="list-style-type: none"> • Up to 15% of gross receipts. Board can determine rate.
Contra Costa	<ul style="list-style-type: none"> • Tax proposal on November 6, 2018 ballot. 	<ul style="list-style-type: none"> • Up to 4% gross receipts for cannabis retailers. \$7.00 per sq. ft. of canopy for cannabis cultivation operations.
Napa	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • None
Sacramento	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • None

Exhibit 2B – Solano County and Adjacent County Cannabis Tax Table

County	Tax Rates											
	Description	Rate										
Sonoma	<ul style="list-style-type: none">Sonoma County has a full tax breakdown on the county website. http://sonomacounty.ca.gov/Cannabis/Taxes/	Outdoor Cultivation										
		<table><tr><th>Cultivation License</th><th>Rate per Square Foot</th></tr><tr><td>1C – Specialty Cottage: 25 plants</td><td>\$1.00</td></tr><tr><td>1 – Specialty Outdoor – 5,00 sq. ft.</td><td>\$1.50</td></tr><tr><td>2 – Small: 10,000 sq. ft.</td><td>\$2.00</td></tr><tr><td>3 – Medium: 1 acre</td><td>\$2.00</td></tr></table>	Cultivation License	Rate per Square Foot	1C – Specialty Cottage: 25 plants	\$1.00	1 – Specialty Outdoor – 5,00 sq. ft.	\$1.50	2 – Small: 10,000 sq. ft.	\$2.00	3 – Medium: 1 acre	\$2.00
		Cultivation License	Rate per Square Foot									
		1C – Specialty Cottage: 25 plants	\$1.00									
		1 – Specialty Outdoor – 5,00 sq. ft.	\$1.50									
		2 – Small: 10,000 sq. ft.	\$2.00									
		3 – Medium: 1 acre	\$2.00									
		Indoor Cultivation										
		<table><tr><th>Cultivation License Type</th><th>Rate per Square Foot</th></tr><tr><td>1C – Specialty Cottage: 500 sq. ft.</td><td>\$3.75</td></tr><tr><td>1A – Specialty Indoor: 5,000 sq. ft.</td><td>\$7.50</td></tr><tr><td>2A – Small: 10,000 sq. ft.</td><td>\$11.25</td></tr><tr><td>3A – Medium: 2,000 sq. ft.</td><td>\$11.25</td></tr></table>	Cultivation License Type	Rate per Square Foot	1C – Specialty Cottage: 500 sq. ft.	\$3.75	1A – Specialty Indoor: 5,000 sq. ft.	\$7.50	2A – Small: 10,000 sq. ft.	\$11.25	3A – Medium: 2,000 sq. ft.	\$11.25
		Cultivation License Type	Rate per Square Foot									
		1C – Specialty Cottage: 500 sq. ft.	\$3.75									
		1A – Specialty Indoor: 5,000 sq. ft.	\$7.50									
2A – Small: 10,000 sq. ft.	\$11.25											
3A – Medium: 2,000 sq. ft.	\$11.25											

Exhibit 2B – Solano County and Adjacent County Cannabis Tax Table

County	Tax Rates
	DescriptionRate
Sonoma Contd.	Mixed-Light Cultivation
	Cultivation LicenseRate per Square Foot
	1C – Specialty Cottage: 2,500 sq. ft.\$2.25
	1B – Specialty Mixed-Light: 5,000 sq. ft.\$4.50
	2B – Small: 10,000 sq. ft.\$6.50
	3B Medium: 22,000 sq. ft.\$6.50
	Supply Chain Business Tax Rates
	Operator TypePercentage of Gross Receipts
	Manufacturer3.0%
	Transporter0.0%
	Distributor0.0%
	Cannabis Nursery0.0%
	Dispensary2.0%
	Testing Laboratory0.0%

Exhibit 2B – Solano County and Adjacent County Cannabis Tax Table

<u>County</u>	<i>Description</i>	<u>Tax Rates</u>	<i>Rate</i>
Yolo	<ul style="list-style-type: none"> Tax plan approved by voters on June 5, 2018. 	<ul style="list-style-type: none"> 10 – 15% of gross receipts for all commercial cannabis activities. Initial rate of 4.0% for cultivation as of July 1st, 2018. Initial rate of 5.0% for other commercial businesses. Auto increase for cultivation to 5.0% on July 1st, 2020. Board of Supervisors sets tax rates annually <ul style="list-style-type: none"> Board of Supervisors can only increase or decrease tax rate by 2.0% annually. 	

DEPARTMENT OF RESOURCE MANAGEMENT



**NOTICE OF PUBLIC HEARING
(Board of Supervisors)**

The County of Solano does not discriminate against persons with disabilities and is an accessible facility. If you wish to attend this meeting and you will require assistance in order to participate, please contact Kristine Sowards, Department of Resource Management at the address and phone number listed above at least 24 hours in advance of the event to make reasonable arrangements to ensure accessibility to this meeting.

NOTICE IS GIVEN that the Solano County Board of Supervisors will hold a public hearing to consider the adoption of an ordinance establishing a permanent prohibition of the establishment of commercial cannabis activities, including commercial cultivation of medicinal and recreational cannabis and commercial cannabis delivery, distribution, transportation, processing, manufacturing, retail operations, microbusinesses, collectives, cooperatives, and testing facilities within the unincorporated areas of the County of Solano.

The Board of Supervisors adopted an Interim Urgency Ordinance on December 6, 2016 prohibiting all commercial cannabis activities, as well as the outdoor cultivation of cannabis for personal use. The Interim Urgency Ordinance is due to expire on December 6, 2018. The Board of Supervisors adopted an ordinance (Ordinance No. 2017-1788) which addressed regulating non-commercial personal use and primary caregiver cannabis cultivation in the unincorporated areas of Solano County on October 24, 2017. At their meeting on November 14, 2017, the Board of Supervisors directed staff to prepare a permanent ordinance banning all commercial cannabis businesses described by the Medicinal and Adult Use of Cannabis Regulation and Safety Act (MAUCRSA). On August 2, 2018 the Planning Commission recommended the Board of Supervisors not adopt the proposed ordinance.

The Board of Supervisors will also consider whether to determine the proposed project (zoning ordinance) is exempt from further environmental review under the General Rule Exemption of Section 15061(b)(3) of Title 14 of the California Code of Regulations because there is no possibility that the project may have a significant effect on the environment.

Any person wishing to comment on the project and/or review the information contained within the project file may do so at the Solano County Department of Resource Management, Planning Division, County Administration Center, 675 Texas Street, Suite 5500, Fairfield. Staff reports are available by 5:00 p.m. the Friday prior to the meeting at www.solanocounty.com under Quick Clicks, Board Meetings.

If you challenge the proposed consideration in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Board of Supervisors at, or prior to, the public hearing.

The hearing will be held in the Board of Supervisors' Chambers, County Administration Center, 1st Floor, 675 Texas Street, Fairfield on Tuesday, October 2, 2018. This item is scheduled to be heard by the Board at 2:00 p.m. or as soon thereafter as the matter may be heard. Interested persons may appear and be heard at that time.

Birgitta Corsello
Clerk of the Board of Supervisors
County of Solano, State of California