

# **Solano County**

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



## **Agenda - Final**

**Tuesday, November 6, 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      **18-780**      Conference with Real Property Negotiators: Property: APN: 0054-012-640, 3274 Sonoma Blvd., Vallejo; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Michele Harris, First 5 Executive Director; Negotiating party: Bill Elliott; Under negotiation: Price and terms

Conference with Legal Counsel - Potential Litigation: One case

Public Employee Appointment: Public Defender

Conference with Labor Negotiators: Solano County representatives: Marc Fox, Jeannine Seher, Mark Love, Birgitta E. Corsello, and Nancy Huston.

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

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

Attachments:   [A - Memorandum](#)

## **RECONVENE - 9:00 A.M.**

## **REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**

## **SALUTE TO THE FLAG AND A MOMENT OF SILENCE**

## **PRESENTATIONS**

### Veterans Service Office:

- 2**      **18-707**      Adopt and present a resolution recognizing November 11, 2018 as Veterans Day and to honor all Solano County residents who have served and are currently serving in the United States Armed Forces (Supervisor Thomson)

Attachments:   [A - Resolution](#)

Board of Supervisors:

- 3      **18-753**      Adopt and present a resolution recognizing November 2018 as Native American Heritage Month (Supervisor Hannigan)

Attachments:    [A - Resolution](#)

Health and Social Services:

- 4      **18-750**      Adopt and present a resolution recognizing the month of November 2018 as National Adoption Month in Solano County (Supervisor Brown)

Attachments:    [A - Resolution](#)

**ITEMS FROM THE PUBLIC**

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

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

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

**APPROVAL OF THE CONSENT CALENDAR**

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

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

- 5      **18-748**      Adopt a resolution of the Solano County Board of Supervisors honoring Faith in Action on their 20th Anniversary

Attachments:    [A - Resolution](#)



- 6      **18-770**      Adopt a resolution honoring Mayor Len Augustine upon his retirement from the City of Vacaville after 18 years of dedicated public service in Solano County

Attachments:    [A - Resolution](#)

Auditor-Controller:

- 7      **18-754**      Approve a plaque of appreciation honoring Lisa L. Bucher, Accounting Clerk II, upon her retirement from the Auditor-Controller's Office with over 13 years of dedicated public service to Solano County

Treasurer-Tax Collector-County Clerk:

- 8      **18-756**      Accept the Solano County Treasurer's Quarterly Report for the period of July 1, 2018 through September 30, 2018

Attachments:    [A - Letter to the Board](#)  
                         [B - Statement of Compliance](#)  
                         [C - PARS 115 Report](#)  
                         [D - Treasury Portfolio](#)  
                         [E - Balance Sheet and Income Statement](#)

General Services:

- 9      **18-767**      Approve the Notice of Completion for the Claybank Emergency Generator Replacement Project located at 2500 Claybank Road in Fairfield, constructed by James Day Construction, Inc. dba Coastal Mountain Electric of Lower Lake; and Authorize the Clerk of the Board to record the executed Notice of Completion

Attachments:    [A - Notice of Completion](#)  
                         [B - Summary of Project Funding & Expense](#)

- 10     **18-769**      Approve an agreement with Division 5-15, Inc. of Gold River, CA for \$147,515 for the Family Justice Center Heating, Ventilation and Air Conditioning (HVAC) Replacement Project at 604 Empire Street, Fairfield; and Authorize the County Administrator or designee to execute the agreement and any amendments within the approved project budget

Attachments:    [A - Contract](#)  
                         [B - Project Funding & Budget Summary](#)  
                         [C - Bidders of Record](#)

- 11      **18-771**      Approve an Appropriation Transfer Request for \$45,000, to perform two paving improvement projects at the Agricultural Commissioner Facility located at 2543 Cordelia Road in Fairfield, CA, funded by the Capital Renewal Reserve Fund to the Accumulated Capital Outlay Fund (4/5 vote required); and Authorize the County Administrator, or designee, to sign all documents, including any modifications and amendments necessary for the paving improvement projects within the approved budget

Attachments:    [A - Funding Source & Project Expense - Project One](#)  
                         [B - Funding Source & Project Expense - Project Two](#)

Information Technology:

- 12      **18-765**      Approve 2 agreements with CherryRoad Technologies, Inc. for technical services, one associated with the implementation of the eBenefits Phase II project in the County's Human Resources Benefits Administration Application for \$146,640, and the second in support of the Auditor Controller's Office for automating payroll processes for \$25,600, with terms for both agreements being November 6, 2018 through June 30, 2019; and Authorize the Chief Information Officer to execute the agreements and any amendments within 10% of the contract amounts

Attachments:    [A - Agreement - eBenefits](#)  
                         [B - Agreement - Payroll](#)

Library:

- 13      **18-760**      Approve an Appropriation Transfer Request in the amount of \$1,302,316 for the Fairfield Library's Boiler/Chiller Replacement Project to re-budget appropriations and funding from FY2017/18 to FY2018/19 as a technical adjustment, funded from the Library's Contingency Fund (4/5 vote required)

Attachments:    [A - HVAC Project Budget](#)

## HEALTH AND SOCIAL SERVICES

Health and Social Services:

- 14      **18-702**      Adopt a resolution that approves the Department of Health and Social Services to operate an integrated and comprehensive County health and human services system as an integrated agency, as specified under Assembly Bill (AB) 2821

Attachments:    [A - Resolution](#)  
                         [B - AB 2821](#)

- 15      **18-728**      Approve a contract with Solano Family and Children's Services Council, Inc. to provide childcare services for women receiving substance abuse treatment for a total of \$172,702 beginning on November 1, 2018; Delegate authority to the County Administrator, with concurrence of County Counsel, to execute contract amendments that are within budgeted appropriations up to \$75,000; and Authorize the Director of Health and Social Services to execute any amendments which are technical or administrative in nature and have no fiscal impact

Attachments:    [A - Contract](#)

## CRIMINAL JUSTICE

### District Attorney:

- 16      **18-776**      Authorize the District Attorney, with concurrence from the County Administrator, to submit a grant proposal to Kaiser Permanente Community Benefits Program for a maximum grant amount of \$95,000 for the period of December 1, 2018 to November 30, 2019 to increase services and programs at the Solano Family Justice Center (SFJC)

Attachments:    [A - Grant Application](#)

## MISCELLANEOUS ITEMS

### Board of Supervisors:

- 17      **18-768**      Approve the appointment of Bill Birdsong to the Silveyville Cemetery District, representing District 5, to complete an unexpired term ending January 7, 2019; and Approve the reappointment of Bill Birdsong to the Silveyville Cemetery District, representing District 5, for a subsequent 4 year term to expire January 2, 2023

### County Administrator:

- 18      **18-687**      Approve the appointment of Supervisor Hannigan as the primary member and Supervisor Brown as the alternate member to the California State Association of Counties Board of Directors from November 27-30, 2018

### Health and Social Services:

- 19      **18-749**      Approve the reappointment of Michael Wright to the Mental Health Advisory Board for a 3 year term to expire on November 6, 2021

## REGULAR CALENDAR

### Rescheduled Consent Items

#### Consider the following:

- A)
- B)
- C)

### GENERAL GOVERNMENT

#### Board of Supervisors:

- 20**      **18-736**      Receive a presentation from the California Dental Association Foundation on CDA Cares Solano 2019; and Approve an Appropriation Transfer Request increasing appropriations by \$75,000 as matching funds for CDA Cares March 2019 dental program to be held at the Solano County Fairgrounds and offset by unanticipated property tax revenue (4/5 vote required)

Attachments:    [A - Presentation](#)

#### County Administrator/Health and Social Services:

- 21**      **18-774**      Consider and appoint the Board of Supervisors' member and alternate to the Napa/Solano Area Agency on Aging oversight board; Review and approve the recruitment process and timeline for the remaining two Board appointed oversight board members and alternates and the advisory council members; and Consider and select an oversight board meeting date/time/location in December 2018

Attachments:    [A - Application form](#)

#### Auditor-Controller:

- 22**      **18-773**      Receive the Audit Report of the Solano County Fair for the years ended December 31, 2017 & 2016

Attachments:    [A - SCF Audit Report](#)  
                          [B - SCF Mgmt Memo](#)  
                          [C - SCF Mgmt Memo Addendum](#)

County Administrator:

- 23      18-758**      Receive a verbal update on the status of the Solano County Fair Governance Subcommittee comprised of Supervisors Monica Brown and Skip Thomson

Attachments:    [A - Fair Governance Subcommittee Agendas](#)  
                         [B - Fairgrounds Management Agreement](#)  
                         [C - SCFA By-Laws](#)

- 24      18-759**      Receive an update on the Solano360 project and the Fairgrounds Demolition Project at the Solano County Fairgrounds in Vallejo

Attachments:    [A - Site Map](#)  
                         [B - List of Structures for Demolition](#)  
                         [C - Land Use Maps](#)

**RECESS**

**2:00 P.M.**

**LAND USE/TRANSPORTATION**Resource Management:

- 25      18-762**      Conduct a noticed public hearing to consider adoption of a resolution approving Minor Subdivision Application No. MS-18-04 of Edward Kenneth Jr. & Cheryl Schroeder to subdivide 82 gross acres under Williamson Act Contract No. 254 in to two parcels located at 8307 Schroeder Road, 1.5 miles west of the City of Dixon, zoned Exclusive Agriculture - 40 acre minimum (A-40)

Attachments:    [A - Location Map](#)  
                         [B - Resolution](#)  
                         [C - Tentative Parcel Map](#)  
                         [D - CEQA Notice of Exemption](#)  
                         [E - Public Hearing Notice](#)  
                         [F - Presentation](#)

- 26      18-764**      Conduct a public hearing to consider adoption of a 45-day Interim Urgency Ordinance prohibiting temporary cannabis events in unincorporated Solano County (4/5 vote required); and Consider setting a public hearing on December 11, 2018 to consider further action on the urgency ordinance or a possible permanent ordinance addressing temporary cannabis events

Attachments:    [A - Ordinance](#)

## **BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS**

### **ADJOURN:**

*To the Board of Supervisors meeting of November 13, 2018 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, CA*



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## Agenda Submittal

<b>Agenda #:</b>	1	<b>Status:</b>	Closed Session
<b>Type:</b>	Closed Session	<b>Department:</b>	County Counsel
<b>File #:</b>	18-780	<b>Contact:</b>	Dennis Bunting, 784-6140
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	

**Title:** Conference with Real Property Negotiators: Property: APN: 0054-012-640, 3274 Sonoma Blvd., Vallejo; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Michele Harris, First 5 Executive Director; Negotiating party: Bill Elliott; Under negotiation: Price and terms

Conference with Legal Counsel - Potential Litigation: One case

Public Employee Appointment: Public Defender

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

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

**Governing body:** Board of Supervisors

**District:** All

**Attachments:** A - Memorandum

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

## 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: 0054-012-640, 3274 Sonoma Blvd., Vallejo; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Michele Harris, First 5 Executive Director; Negotiating party: Bill Elliott; Under negotiation: Price and terms
- C. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
  - a. \_\_\_\_\_
- D. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC § 54956.9)
  - a. Significant exposure to litigation pursuant to GC § 54956.9 (b):
  - b. Initiation of litigation pursuant to GC § 54956.9(c): One case
- E. LIABILITY CLAIMS-JOINT POWERS AUTHORITY (GC § 54956.95)
  - a. Claimant: \_\_\_\_\_
  - b. Agency against whom claim filed: \_\_\_\_\_
- F. THREAT TO PUBLIC SERVICES OR FACILITIES (GC § 54957)
  - a. Consultation with: \_\_\_\_\_
- G. PUBLIC EMPLOYEE APPOINTMENT
  - a. Title: Public Defender
- H. PUBLIC EMPLOYMENT (GC § 54957)
  - a. Title: \_\_\_\_\_
- I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC § 54957)
  - a. Title: \_\_\_\_\_
- J. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (GC § 54957)
  - a. No information required
- K. CONFERENCE WITH LABOR NEGOTIATORS (GC § 54957.6);

Conference with Labor Negotiators: Solano County representatives: Marc Fox, Jeannine Seher, Mark Love, Birgitta E. Corsello, and Nancy Huston. Employee organizations: Teamsters, Local 150 for Unit 1 (Attorneys); SEIU Local 1021 for Unit 2 (Nurses), Unit 5 (Health and Welfare Employees), Unit 7 (Regulatory, Technical and General Services Employees), Unit 8 (General Services Supervisors), Unit 9 (Clerical Employees) and Units 82, 87, 89, and 90 (Extra Help Employees); Solano County Deputy Sheriff's Association for Unit 3 (Law Enforcement Employees) and Unit 4 (Law Enforcement Supervisors); Public Employees Union, Local One for Unit 6 (Health and Welfare



Supervisors) and Unit 16 (Mid-Management Employees); Stationary Engineers, Local 39 for Unit 10 (Skilled Craft and Service Maintenance Employees); Union of American Physicians and Dentists for Unit 11 (Physicians, Dentists and Psychiatrists); Solano County Probation Peace Officer Association for Unit 12 (Probation Employees) and Unit 15 (Probation Supervisors); Solano County Sheriff's Custody Association for Unit 13 (Correctional Officers); Teamsters, Local 856 for Unit 14 (Correctional Supervisors); Solano County Law Enforcement Management Association for Unit 17 (Law Enforcement Management) and Unit 18 (Sheriff's Office Management); Professional and Technical Engineers, Local 21 for Unit 19 (Executive and Senior Management); Unit 60 Legislative Group; Unit 61 (unrepresented Executive Management Employees), Unit 62 (unrepresented Senior Management Employees) and Unit 30 (Confidential Employees)

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

- L. CASE REVIEW/PLANNING (GC § 54957.8)
- M. REPORT INVOLVING TRADE SECRET (GC § 54962, etc.)
  - a. Estimated year of public disclosure: \_\_\_\_\_
- N. HEARINGS
  - a. Subject matter: \_\_\_\_\_  
(nature of hearing, i.e. medical audit comm.,  
quality assurance comm., etc.)



# Solano County

675 Texas Street  
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## Agenda Submittal

<b>Agenda #:</b>	2	<b>Status:</b>	Presentation
<b>Type:</b>	Resolution-Presentation	<b>Department:</b>	Veteran Services Office
<b>File #:</b>	18-707	<b>Contact:</b>	Ted Puntillo, 784-6590
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt and present a resolution recognizing November 11, 2018 as Veterans Day and to honor all Solano County residents who have served and are currently serving in the United States Armed Forces (Supervisor Thomson)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Resolution		

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

### **DEPARTMENTAL RECOMMENDATION:**

The Solano County Veterans Services Office (CVSO) recommends that the Board adopt and present a resolution recognizing November 11, 2018 as Veterans Day and to honor all Solano County residents who have served and are currently serving in the United States Armed Forces.

### **SUMMARY/DISCUSSION:**

Veterans Day is a day set aside to pay tribute to all who have served in the military and to those who are currently serving, and to reflect upon the sacrifices veterans have made and are continuing to make for this nation. Solano County is home to approximately 34,000 veterans and Travis Air Force Base.

### **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 are included in the Board's FY2018/19 Adopted Budget.

### **ALTERNATIVES:**

The Board may choose not to adopt and present this resolution; however, this is not recommended as Veterans Day is a time to honor the veterans of this great country who have contributed to the success and freedoms that we enjoy.

### **OTHER AGENCY INVOLVEMENT:**

No other agencies were involved.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# Resolution No. 2018 -

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING NOVEMBER 11, 2018 AS VETERANS DAY, A DAY TO HONOR OUR GREAT NATION'S VETERANS AND SERVICE MEMBERS**

**WHEREAS**, since our great Nation's birth, our beloved America has been blessed with an infinite chain of patriotic heroes who have served or are serving our Armed Forces with honor and distinction; and from the forests of New England, to the halls of Montezuma, seas of the Philippines, skies of Europe, jungles of Vietnam, and deserts and mountains of Iraq and Afghanistan, numerous generations of brave warriors have valiantly fought over air, sea, and land in some of the most horrific conditions in history; and

**WHEREAS**, on Veterans Day, our beautiful and historic County of Solano pauses to honor and pay tribute to ALL who have served or are serving in our military because each time our values have come under assault, they have responded with resolve, and their service, valor, and sacrifice have allowed our Republic to flourish, and our great Nation acknowledges our profound debt of gratitude to the patriots who have kept our Union whole; and

**WHEREAS**, Veterans Day originated as "Armistice Day" on November 11, 1919 on the first anniversary of the end of World War I on the 11<sup>th</sup> hour of the 11<sup>th</sup> day of the 11<sup>th</sup> month; then it became an annual observance in 1926, then a national holiday in 1938 when it officially became "Veterans Day" in 1954 – an inclusive day for our grateful Nation to pay appropriate homage to all veterans and service members; and

**WHEREAS**, we keep in mind the immeasurable cost of fighting for the American way of life by honoring the 1.3 million Americans who lost their lives since our great Nation's birth, as well as the 20.4 million living veterans (2017) including 1.6 million women, 9.3 million who are 65 years and older, and 1.6 million who are younger than 35; and since the County of Solano is home to approximately 34,000 veterans, we honor and recognize their service, valor, sacrifice, and contributions; and

**WHEREAS**, we are mindful that no ceremony can fully repay our debt of gratitude to our service members and veterans, and we remember that our obligations endure long after the battle ends, and we must make it our mission to give them the respect and care they have earned so when they return home, they can continue to serve our country in new ways, bringing their tremendous skills to our communities and to the workforce, and these honorable men and women should have the chance to contribute because their talents demand it and because no one who fights for our great Nation should have to fight again for dignity, health and social services, and for educational, housing, and employment opportunities.

**NOW, THEREFORE, BE IT RESOLVED**, that the Solano County Board of Supervisors do hereby salute on Veterans Day those who have served or are serving our Armed Forces, and we encourage everyone to recognize their service, valor, and sacrifice, and we call upon everyone to display the flag of the United States of America, to participate in patriotic activities in our communities, including civic and fraternal organizations, places of worship, schools, and communities to support this significant day with commemorative expressions and programs.

Dated this 6<sup>th</sup> day of November, 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



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## Agenda Submittal

<b>Agenda #:</b>	3	<b>Status:</b>	Presentation
<b>Type:</b>	Resolution-Presentation	<b>Department:</b>	Board of Supervisors
<b>File #:</b>	18-753	<b>Contact:</b>	Erin Hannigan, 553-5363
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt and present a resolution recognizing November 2018 as Native American Heritage Month (Supervisor Hannigan)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 1		
<b>Attachments:</b>	A - Resolution		

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

### DEPARTMENTAL RECOMMENDATION:

Supervisor Hannigan requests that the Board of Supervisors adopt and present a resolution recognizing November 2018 as Native American Heritage Month.

### SUMMARY:

In 1976, the United States' bicentennial year, Congress passed a resolution authorizing President Ford to proclaim a week in October as "Native American Awareness Week." On October 8, 1976, he issued his presidential proclamation doing so. Since then, Congress and the President have observed a day, a week or a month in honor of the American Indian and Alaska Native people.

The Governor of the State of California, Jerry Brown, proclaimed September 28, 2018, as "Native American Day" in the State of California.

Even though Solano County contains no reservations, the County of Solano today enjoys a government-to-government relationship with the closest Patwin tribe, and specifically, the Yocha Dehe Wintun Nation, whose people live in an area now known as the Capay Valley in adjacent Yolo County. Yocha Dehe is recognized by the State's Native American Heritage Commission as the Most Likely Descendent of the Patwin people buried in Solano County, and so it works closely with local governments and agencies throughout the County to protect sacred burial sites from disturbance and desecration.

Yocha Dehe Wintun Nation is an independent, self-governed nation, one of the 567 sovereign tribal governments officially recognized by the United States today.

Through self-governance, tribes protect their unique cultures and identities, which are a distinct and essential part of the heritage of the nation we today call the United States.

As a federally-recognized sovereign government, Yocha Dehe enjoys constructive government-to-government relations with not only the United States, but with state, regional, and local governments as well.

Pronounced “YO-cha DEE-hee”-meaning “home by the spring water,” in the Tribe’s native Patwin language - the Tribe is empowered to regulate its own people and affairs, control its own territory, and pursue self-determination.

Having become economically self-sufficient, and no longer dependent on the United States for survival, the Tribe is committed to providing for the health and welfare of its citizens, preserving its Patwin culture and traditions, and protecting the land and natural resources under its stewardship.

**FINANCIAL IMPACT:**

The costs associated with preparing the agenda item are nominal and absorbed by District 1’s FY2018/19 Adopted Budget. The costs associated with preparation and purchase of the resolution materials are included in the Board’s FY2018/19 Adopted Budget.

**DISCUSSION:**

The Yocha Dehe Wintun Nation is a sovereign Native American nation which holds ancestral territory within the boundaries of Solano County. Yocha Dehe remains committed to improving the environment, education status, and the health, safety and general welfare of not only its citizens, but Native American and non-Native American people throughout California. Revenues from gaming operations enable Yocha Dehe to help non-tribal communities in a meaningful way, including supporting local jurisdictions.

In August 2016, Yocha Dehe Wintun Nation (Yocha Dehe) amended their Tribal-State Compact between the State of California and the Yocha Dehe Wintun Nation. The Compact provides a funding mechanism for Yocha Dehe to fund local government services in counties that Yocha Dehe has ancestral territory (Colusa, Lake, Napa, Solano and Yolo counties) as recognized by the Native American Heritage Commission.

**ALTERNATIVES:**

The Board could choose not to adopt and present this resolution; however, this is not recommended as this is an opportunity to recognize November 2018 as Native American Heritage Month.

**OTHER AGENCY INVOLVEMENT:**

There is no other agency involvement.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**

# Resolution No. 2018 -

## RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING NOVEMBER 2018 AS NATIVE AMERICAN HERITAGE MONTH IN SOLANO COUNTY

**WHEREAS**, since long before the Spanish and other Euro-Americans arrived in the area today known as Solano County, the area was home to indigenous people known as the Patwin, or Southern Wintun; and

**WHEREAS**, the County is, in fact, named for a Patwin leader, Sina or Sem Yeto, whom Spanish missionaries christened and assigned the Spanish name of "Solano"; and

**WHEREAS**, the earliest historic written records of the Patwin (which literally means "people" in the native tribal language) begin with the Spanish mission explorations and registers, and ethno-historic records show the Patwin inhabited the lower hills of the eastern North Coast Ranges to the Sacramento River, and from Princeton south to the San Pablo and Suisun bays, including the City of Vallejo; and

**WHEREAS**, even though Solano County contains no reservations, the County today enjoys a government-to-government relationship with the closest Patwin tribe, the Yocha Dehe Wintun Nation, whose people live in an area now known as the Capay Valley in adjacent Yolo County, and whose name, Yocha Dehe, literally means "home by the spring water"; and

**WHEREAS**, Yocha Dehe is recognized by the State's Native American Heritage Commission as the Most Likely Descendent of the Patwin people buried in Solano County, and so it works closely with local governments and agencies throughout the county to protect sacred burial sites from disturbance and desecration; and

**WHEREAS**, Yocha Dehe, along with its sister Patwin Tribe Kletsel Dehe Band of Wintun Indians, helped save a controversial waterfront park project at the City of Vallejo's Glen Cove, negotiating a landmark cultural easement that satisfied opponents, while protecting the burial sites and sacred resources contained there, and allowing the Patwin tribes to practice their traditional ceremonies; and

**WHEREAS**, even though the Yocha Dehe people lived in grinding poverty for many decades after being settled on a remote rancharia without sufficient water resources, the Tribe has a history of sharing the fruits of its success with others, having established a philanthropic fund in 2000 that has supported several non-profits and public interest causes within Solano County. In that same spirit, the Tribe renegotiated its gaming compact with the State of California in 2016, securing the right to redirect money that would otherwise go to the State's general fund to local governments and people in need, including Solano County; and

**WHEREAS**, the Tribe partners with Solano County to support health and welfare programs designed to improve the lives of people in its ancestral territory, and the County greatly values its relationship with the Patwin tribe; and

**WHEREAS**, Solano County honors the history of Yocha Dehe and its sister Patwin tribes, in tribute to all of the people of Patwin descent whose ancestors once resided in Solano County.

**NOW, THEREFORE BE IT RESOLVED** that the Solano County Board of Supervisors does hereby recognize November 2018 as Native American Heritage Month in Solano County.

Dated this 6<sup>th</sup> day of November, 2018

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JOHN M. VASQUEZ, Chair  
Solano County Board of Supervisors

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

By: \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	4	<b>Status:</b>	Presentation
<b>Type:</b>	Resolution-Presentation	<b>Department:</b>	Health and Social Services
<b>File #:</b>	18-750	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt and present a resolution recognizing the month of November 2018 as National Adoption Month in Solano County (Supervisor Brown)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Resolution		

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

### DEPARTMENTAL RECOMMENDATION:

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

### SUMMARY/ DISCUSSION:

November is "National Adoption Month" and Solano County has a long tradition of formally recognizing and demonstrating appreciation for the adoptive families who provide permanency to children in need and the social workers who make and support these life-long connections. The Solano County Adoption Month declaration helps to increase awareness about adoption in the community and inspire excellence in achieving permanency for youth. The national theme for 2018 is "***In Their Own Words: Lifting Up Youth Voices,***" which focuses on the unique needs of older youth. It is widely known that teenagers are less likely to be adopted and are much more likely to move into young adulthood without strong or stable family support. Securing lifelong connections for teens in foster care, both legally and emotionally, is a critical component in determining their future achievement, health, and well-being.

California's "Continuum of Care Reform" and "Resource Family Approval" were implemented in Solano County Child Welfare Services (CWS) in January 2017. These reform efforts include a strengthened focus on locating, training and supporting relatives with whom children can be placed in the event that out of home care becomes necessary. For children who are unable to return to their biological families, adoption can provide this permanency. In Solano County, there are 423 youths in out of home foster care placement, of which 128 youths have been referred for adoption services. In FY2017/18, 61 children were adopted in Solano County; a 7% increase from the 43 children adopted in FY2016/17. Approximately half (52%) of these children were adopted by relatives.

Every child and teenager in America, including those in Solano County, deserves a permanent loving family and a home in which they can develop to his or her fullest potential. CWS continuously recruits for adoptive



families in order to meet the need for permanent homes and expedite placement for children into permanent homes.

Formally recognizing November as National Adoption Month in Solano County provides an opportunity to acknowledge adoptive families and all of the dedicated professionals in Solano who work diligently to help children and youth find permanent, stable and loving homes.

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

**ALTERNATIVES:**

The Board may choose not to adopt this resolution. This is not recommended because National Adoption Month provides an opportunity to celebrate with adoptive parents who open their homes and hearts to children in need, and to recognize County staff and other professionals who assist children in finding permanent homes.

**OTHER AGENCY INVOLVEMENT:**

None.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# Resolution No. 2018-

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING THE MONTH OF NOVEMBER 2018 AS NATIONAL ADOPTION MONTH IN SOLANO COUNTY**

**WHEREAS**, National Adoption Month provides an opportunity to recognize and show appreciation to adoptive families and the dedicated professionals who are committed to these families and the children they adopt; and

**WHEREAS**, there are approximately 128 children in Solano County's foster care system currently awaiting adoption and in need of finding loving and permanent families; and

**WHEREAS**, many of these children have special needs, such as physical, emotional and behavioral challenges, or are a member of a sibling group; and

**WHEREAS**, every child deserves a permanent place to call home; and

**WHEREAS**, this year's outreach and awareness raising efforts highlight the need for committed families for older children and youth in foster care; and

**WHEREAS**, we celebrate the bond that unites adoptive parents and their sons and daughters; and

**WHEREAS**, 2018 National Adoption Month initiative, the theme "In their own words: Lifting up Youth Voices," highlights the importance of identifying well-prepared and committed families for the thousands of teenagers in foster care.

**NOW, THEREFORE, BE IT RESOLVED**, in honor of National Adoption Month, the Solano County Board of Supervisors encourages the community, businesses, groups, schools, faith-based organizations, and families to help secure permanent and loving homes for each and every child and teen regardless of race, age, gender, health, emotional or behavioral challenge or past distress.

**BE IT FURTHER RESOLVED**, that the Solano County Board of Supervisors does hereby recognize the month of November as National Adoption Month and salutes those individuals who participate in the adoption process to secure permanent homes for waiting children and to find every child's forever family.

Dated this 6<sup>th</sup> day of November, 2018

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JOHN M. VASQUEZ, Chair  
Solano County Board of Supervisors

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

By: \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	5	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	Board of Supervisors
<b>File #:</b>	18-748	<b>Contact:</b>	Kelly Dwyer, 784-3004
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution of the Solano County Board of Supervisors honoring Faith in Action on their 20th Anniversary		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 2		
<b>Attachments:</b>	A - Resolution		

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

Public Hearing Required? Yes \_\_\_\_ No X

### **DEPARTMENTAL RECOMMENDATION:**

Supervisor Brown recommends the Board of Supervisors adopt a resolution honoring Faith in Action on their 20th Anniversary.

### **SUMMARY/DISCUSSION:**

Faith in Action Interfaith Volunteer Caregivers of Solano County was founded in 1998, funded by a pilot grant from the Robert Wood Johnson Foundation. The agency was founded to provide services to seniors 60 years and older, many of whom live with multiple chronic conditions and/or are frail due to their illnesses. The mission of Faith in Action is to end the isolation, sustain the dignity, and promote the independence of homebound seniors and their family caregivers. Faith in Action provides services to seniors by matching them with trained volunteers.

Currently, 713 seniors are enrolled in 4 programs:

- 1) Caregiver Respite Program, the oldest program of the agency, provides 1:1 assistance. 27% of Faith in Action's care receivers are enrolled in this program. Seniors receive assistance with grocery shopping, meal preparation, companionship, bill organizing and paying, light housekeeping and yard work, respite for family caregivers.
- 2) Ride with Pride Program is a transportation program that provides 1:1 door-through-door transportation assistance for frail seniors, and curb-to-curb for seniors who simply do not drive and cannot access public transportation. 85% of seniors enrolled receiving services are enrolled in this program. This program was introduced in 2003.
- 3) Senior Peer Counseling provides evidence-based in-person group counseling, 1:1 counseling in the senior's home, group counseling via teleconference calls, phone reassurance calls and home

visits. 15% of care recipients are enrolled in this program. This program was introduced in 2008.

- 4) Fall Prevention provides evidence-based workshops on maintaining balance by light exercising, in-home safety assessments, individualized fall prevention plans with 1:1 coaching. This program was introduced in September 2018.

In 2017-2018, 11,345 phone reassurance calls were made, 2,225 visits adding up to 3,322 home visit hours; 5,664 one-way rides to both medical and life enhancement appointments; 88% of seniors enrolled in 1:1 counseling show improvement in navigating depression and sadness; 83% of individuals in group counseling showed improvement in their view of quality of life.

Faith in Action has 150 trained volunteers providing services to the seniors amounting to more than 31,200 hours of service. Over the years, Faith in Action has received numerous awards for their work with the senior community.

Health and Social Services' Mental Health Division currently has a contract in the amount of \$116,687 with Faith in Action for virtual and in-person peer counseling for individuals 60 years and older, and funded with Mental Health Services Act monies.

**FINANCIAL IMPACT:**

The costs associated with preparing the agenda item are nominal and absorbed by District 2's FY2018/19 Adopted Budget. The costs associated with preparation and purchase of the resolution materials are included in the Board's FY2018/19 Adopted Budget.

**ALTERNATIVES:**

The Board could choose not to adopt this resolution but that would not give us a chance to recognize Faith in Action and all of its work for seniors.

**OTHER AGENCY INVOLVEMENT:**

There is no other agency involvement.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**

# Resolution No. 2018 -

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING FAITH IN ACTION ON THEIR 20<sup>TH</sup> ANNIVERSARY**

**WHEREAS**, Faith in Action Interfaith Volunteer Caregivers of Solano County was founded in 1998, funded by a pilot grant from the Robert Wood Johnson Foundation; and

**WHEREAS**, Faith in Action's mission is to provide services to seniors with the mission of ending isolation, sustaining dignity and promoting the independence of homebound seniors and their family caregivers; and

**WHEREAS**, Faith in Action currently provides services to over 700 seniors who are enrolled in the various programs such as Caregiver Respite, Ride with Pride, Senior Peer Counseling and Fall Prevention; and

**WHEREAS**, care receivers in these programs receive assistance with grocery shopping, meal preparation, companionship, bill organizing, light housekeeping, rides to medical appointments, in-person counseling and individualized fall prevention plans with coaching; and

**WHEREAS**, in Solano County approximately 18,958 seniors may live alone or in isolation and in 2017-2018 11,345 phone reassurance calls were placed, 2,225 visits were made, and 5,664 rides were given; and

**WHEREAS**, Faith in Action has 150 trained volunteers providing services to the seniors amounting to more than 31,200 hours of service; and

**WHEREAS**, 88% of seniors enrolled in the one-on-one counseling show improvement in navigating depression and sadness, and 83% of individuals in group counseling showed improvement in their view of quality of life.

**NOW, THEREFORE, BE IT RESOLVED**, that the Solano County Board of Supervisors hereby honors Faith in Action on its 20<sup>th</sup> Anniversary and commends the essential work the programs provide to our senior citizen community.

Dated this 6<sup>th</sup> day of November, 2018

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JOHN M. VASQUEZ, Chair  
Solano County Board of Supervisors

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

By: \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	6	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	Board of Supervisors
<b>File #:</b>	18-770	<b>Contact:</b>	Jim Spering, 784-6136
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution honoring Mayor Len Augustine upon his retirement from the City of Vacaville after 18 years of dedicated public service in Solano County		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 3		
<b>Attachments:</b>	A - Resolution		

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

### **DEPARTMENTAL RECOMMENDATION:**

Supervisor Spering requests the Board of Supervisors adopt a resolution honoring Len Augustine, Mayor, City of Vacaville, on his retirement after 18 years of serving the citizens of Solano County.

### **SUMMARY/DISCUSSION:**

After serving with distinction as a colonel in the US Air Force, including commanding a C-141 Squadron at Travis Air Force Base, Len Augustine began his elected career in Solano County in 1996, serving as a Council member for 6 years and a mayor for 12 years.

During his time in office, Len Augustine played a significant role regionally as an active member on numerous Solano County and Bay Area boards and commissions.

He was a strong advocate for improving our major highways in Solano County, and directed development of phasing and funding for highway improvements that allowed significant advances. He also championed investments in alternative routes, such as the North Connector and Jepson Parkway, to ensure travel through Solano when freeways are congested.

Len Augustine focused on countywide transportation programs, including the "Safe Routes to School", Solano Mobility and Solano Napa Commuter Information, and Solano Express. These programs allow citizens to safely travel Solano streets and improve the quality of life for its citizens.

Len Augustine continued his dedication to the military by actively working locally and in Washington D.C. to address issues and protect Travis Air Force Base.

Len Augustine will be retiring from his position as the Mayor of Vacaville in December 2018, having served the Solano County community for over 18 years.

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

**OTHER AGENCY INVOLVEMENT:**

Staff contacted the City of Vacaville City Manager's Office and Solano Transportation Authority for preparing this item.

# Resolution 2018 -

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING MAYOR LEN AUGUSTINE UPON HIS RETIREMENT FROM THE CITY OF VACAVILLE WITH 18 YEARS OF DEDICATED PUBLIC SERVICE**

**WHEREAS**, Len Augustine was elected to the City Council of Vacaville in 1996, served as Mayor from 2002 to 2010, and was elected again as Mayor from 2014 until today; and

**WHEREAS**, Len Augustine played a significant role regionally as an active member on numerous boards and commissions, including the Solano Local Agency Formation Commission, Solano County Water Agency, the Solano Transportation Authority, the Travis Regional Armed Forces Committee, the Capitol Corridor Joint Powers Authority, and the Association of Bay Area Governments Executive Committee; and

**WHEREAS**, as the Solano Transportation Authority Chair of the Arterials, Freeways and Highways Subcommittee, Len Augustine directed the development of phasing and funding for subsequent improvements to Interstate 80, State Route 12 and State Route 113 – all major highways in Solano County. He championed investments in regional reliever routes for the North Connector and Jepson Parkway, ensuring that important local alternatives to freeway congestion were created; and

**WHEREAS**, Len Augustine focused on countywide transportation programs including the “Safe Routes To School” program, Solano Mobility and Solano Napa Commuter Information and Solano Express, which allow citizens – young and old – in Solano County to safely and better travel our streets; and

**WHEREAS**, Len Augustine, a retired United States Air Force colonel, and former Travis AFB commander, continued his dedication to the military by actively and successfully working locally and in Washington D.C. to address issues and protect Travis Air Force Base.

**NOW, THEREFORE BE IT RESOLVED**, that the Solano County Board of Supervisors hereby honors and recognizes Mayor Len Augustine for his many years of dedicated and distinguished service to the citizens of Solano County and wishes him a long, healthy, and happy retirement.

Dated this 6<sup>th</sup> day of November, 2018

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JOHN M. VASQUEZ, Chair  
Solano County Board of Supervisors

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

By: \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk





# Solano County

675 Texas Street  
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## Agenda Submittal

<b>Agenda #:</b>	7	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Miscellaneous	<b>Department:</b>	Auditor-Controller
<b>File #:</b>	18-754	<b>Contact:</b>	Simona Padilla-Scholtens, 784-6287
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve a plaque of appreciation honoring Lisa L. Bucher, Accounting Clerk II, upon her retirement from the Auditor-Controller's Office with over 13 years of dedicated public service to Solano County		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>			

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

### **DEPARTMENTAL RECOMMENDATION:**

The Auditor-Controller's Office recommends that the Board of Supervisors approve a plaque of appreciation honoring Lisa L. Bucher, Accounting Clerk II, upon her retirement from the Auditor-Controller's Office with over 13 years of dedicated public service to Solano County.

### **SUMMARY/ DISCUSSION:**

Lisa Bucher started her career with the Solano County Auditor-Controller's Office on October 24, 2005. Lisa was assigned to the General Accounting Division, and was responsible for reviewing the accuracy and processing of countywide fiscal documents into the County's automated accounting system ensuring compliance with County policy. She provided assistance to County fiscal staff in enforcing County policy and other rules and regulations pertaining to accounts payable. In addition, she was always willing to help out her coworkers and supervisor. She always played a key role in helping the department with accounting system upgrades and implementing changes.

Throughout her career with Solano County, Lisa demonstrated her strong work ethic and dedication to her work and her commitment to the Auditor-Controller's Office and Solano County. We will miss her smile and sense of humor. We wish her much success in her retirement.

### **FINANCIAL IMPACT:**

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

### **ALTERNATIVES:**

The Board of Supervisors could choose not to approve a plaque honoring Lisa Bucher for her 13 years of service; however, this alternative is not recommended, as it would be contrary to Solano County's Employee Recognition Policy.

**OTHER AGENCY INVOLVEMENT:**

There is no other agency involvement.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



# Solano County

675 Texas Street  
Fairfield, California 94533  
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## Agenda Submittal

<b>Agenda #:</b>	8	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Report	<b>Department:</b>	Treasurer-Tax Collector-County Clerk
<b>File #:</b>	18-756	<b>Contact:</b>	Charles Lomeli, 784-3419
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	
<b>Title:</b>	Accept the Solano County Treasurer's Quarterly Report for the period of July 1, 2018 through September 30, 2018		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Letter to the Board, B - Statement of Compliance, C - PARS 115 Report, D - Treasury Portfolio, E - Balance Sheet and Income Statement		

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 accept the County Treasurer's Quarterly Report for the period of July 1, 2018 through September 30, 2018.

### **SUMMARY:**

Submitted herein is the Treasurer's FY2018/19 First Quarter Report, which contains the Treasurer's Statement of Compliance.

This report is provided for informational purposes only. All information contained in this report pertains to all county, district, agency and school district funds. This report is also available on the Treasurer's web site at [www.solanocounty.com](http://www.solanocounty.com).

### **FINANCIAL IMPACT:**

There is no financial impact in accepting this report; all costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

### **ALTERNATIVES:**

The Board could elect not to accept this report at this time or request a change in content or format.

### **OTHER AGENCY INVOLVEMENT:**

This report will be promulgated to the distribution list on the Statement of Compliance and published on the Treasurer's website.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

CHARLES LOMELI  
Treasurer-Tax Collector-County Clerk  
calomeli@solanocounty.com

MICHAEL COOPER  
Assistant Treasurer-Tax Collector-  
County Clerk  
mrcooper@solanocounty.com

ttccc@solanocounty.com  
www.solanocounty.com

TREASURER-TAX COLLECTOR-COUNTY CLERK



**SOLANO**  
**COUNTY**

LORI BUTLER-SLAPPY  
Tax Collections Manager  
leslappy@solanocounty.com

DENISE TOLSON  
County Clerk Manager  
dmtolson@solanocounty.com

675 Texas Street, Suite 1900  
Fairfield, CA 94533-6342  
(707) 784-7485  
Treasurer (707) 784-6295  
Fax (707) 784-6311

October 15, 2018

The Honorable Members of the Board of Supervisors  
County of Solano County  
675 Texas Street, Suite 6500  
Fairfield CA 94533

Honorable Members of the Board:

It is my pleasure to present the quarterly report for the first quarter of FY2018/19.

#### State of the Treasury

The \$1 billion Treasurer's pool is managed in accordance with the tenets of California Government Code §53600.5 to provide for the safety of principal, adequate liquidity for all anticipated cash flow requirements, and a consistent rate of return commensurate with the established risk profile.

A careful examination of historical cash flow patterns shows the size of the Treasurer's pool is currently at or near its annual minimum balance as spending remains constant going into the first fiscal quarter and revenues from property taxes increase. The \$406 million currently held in cash and investments with six months or less left to maturity should provide adequate funding for all anticipated cash needs, while also affording the Treasury an opportunity to invest excess liquidity at higher rates.

#### Current Market Conditions Impacting the Treasury Pool

At the September meeting, the Federal Reserve Open Market Committee (FOMC) continued raising the Federal Funds rate that currently stands at 2.25%; an increase of one full percentage point from the level seen at the start of the current calendar year. It is anticipated that the rate will continue to increase, with an additional hike of 0.25% by December forecast by more than 93% of surveyed economists.

With the overnight Federal Funds rate at 2.25% and anticipated to rise further, it's prudent to consider the potential impact this may have to pool earnings that stand at 1.87% for the month of September. As rates rise, the yield on cash holdings will rise with them and maturing investments are expected to be replaced with higher yielding securities. The average yield on investments maturing in the next six months is 1.85% with a reasonable replacement yield for projection purposes of 2.25%. Should the funds replacement take place as anticipated, the treasury pool should produce an additional \$2.5 million in earnings on an annualized basis when the benefits of repricing are fully realized.

Subsequent to the end of the reporting period, bond and equity markets have experienced a sharp rise in volatility, indicating a potential increase in risks going forward. Volatility as measured by the Volatility Index (VIX) has spiked as high as 25.1 as compared to the calendar year to date average of 15.2 and the recent norm of 12.0. Higher VIX numbers are indicative of

greater day to day swings in market prices as evidenced by a swing of more than 1,500 points in the Dow Jones industrial average over the course of just two days.

To mitigate various risks, the treasury pool is maintained with a duration designed to stabilize yields and prevent rapid increases or decreases in earnings. The treasury pool is also diversified from a credit risk perspective by maintaining a mix of investments that includes 15.8% in cash and cash equivalents, 22.5% in US Treasuries, 28.4% in Government Sponsored Enterprises, 14.9% in US Corporations, and 10.5% in Municipals; with the balance of 7.9% held in a variety of assets including mutual funds, commercial paper, and other holdings allowable under §53600.5.

Treasury Managers monitor FOMC releases, and other data, to remain abreast of economic changes that may potentially impact the performance of the Treasurer's pool to ensure the portfolio is properly positioned on the yield curve to balance risk and return. A material portion of the monitored information from the FOMC can be found in the regional reports from the 12 Federal Reserve Districts that are compiled in Beige Book reports published 8 times a year.

#### Expectations going forward

The FOMC has announced it expects funds rates to continue to increase in 2018; therefore the market value of the portfolio will likely remain lower than the book value for the foreseeable future. This difference is recognized in the Treasury accounting as an unrealized mark to market loss.

In addition to the expectation for rising rates, a number of macro-economic and political issues have the potential to impact the treasury pool. These include the increasing risks for a trade war with China, the political changes in Italy that may result in its choosing to violate European Union rules on sovereign debt to gross domestic product, the quickly approaching US midterm elections, and the potential fiscal impact of higher interest rates on the Federal budget.

A trade war could spark inflation, debt covenant violations could lead to another debt crisis within the European Union, unexpected election results could result in political upheaval, and higher borrowing costs, coupled with a lack of entitlement reform have the potential to place a fiscal drag on the domestic economy over the coming decade. Treasury staff monitor the risks and adjust the pool accordingly.

Respectfully Submitted,  
CHARLES LOMELI  
Treasurer – Tax Collector – County Clerk

CHARLES LOMELI  
Treasurer-Tax Collector-County Clerk  
calomeli@solanocounty.com

MICHAEL COOPER  
Assistant Treasurer-Tax Collector-  
County Clerk  
mrcooper@solanocounty.com

ttccc@solanocounty.com  
www.solanocounty.com

TREASURER-TAX COLLECTOR-COUNTY CLERK



**SOLANO**  
**COUNTY**

LORI BUTLER-SLAPPY  
Tax Collections Manager  
leslappy@solanocounty.com

DENISE DIX  
County Clerk Manager  
dmdix@solanocounty.com

675 Texas Street, Suite 1900  
Fairfield, CA 94533-6342  
(707) 784-7485  
Treasurer (707) 784-6295  
Fax (707) 784-6311

## **STATEMENT OF COMPLIANCE**

September 30, 2018

### Liquidity:

The Treasury has a cash and cash equivalent position (securities maturing within 6 months) of \$406 million dollars as of September 30, 2018. Based on historical trend analysis and projections by the various school districts, it is estimated that this cash position is adequate to meet projected liquidity requirements of the pool participants for the next six months.

Should the treasury experience unusual demands on cash, the liquidity position will be adjusted accordingly.

### Investments:

The investment portfolio has been reviewed by the Treasurer-Tax Collector-County Clerk on September 30, 2018 and found to be in compliance with the Investment Policy.

### Reporting and Distribution:

In accordance with Government code section 53607, a monthly report is submitted to the Clerk of the Board electronically.

In accordance with the Government Code section 53646 this non-mandated quarterly report is submitted to provide full disclosure to the Board and public.

This report is also made available to the Superintendent of Schools, the business managers of each district, many pool participants and the public at large via the Internet.

Respectfully Submitted,  
CHARLES LOMELI  
Treasurer-Tax Collector-County Clerk

**Solano County**  
**PARS 115 Trust**  
**Account Summary Report**  
**September 30, 2018**

**Holdings by Security Type**

Cash and Cash Equivalents  
Mutual Funds  
US Treasuries  
US Agencies  
Corporate Securities  
Municipal Securities  
**Total Security Holdings**

**Book Value**

**Market Value**

1,819,179.01  
3,220,000.00  
3,510,373.89  
10,484,924.80  
8,916,321.46  
2,664,443.56  
**30,615,242.72**

1,819,181.58  
3,124,000.00  
3,485,677.50  
10,412,422.50  
8,916,591.43  
2,590,497.40  
**30,348,370.41**

**Accrued Income**

**105,919.84**      **105,919.84**

**Grand Total**

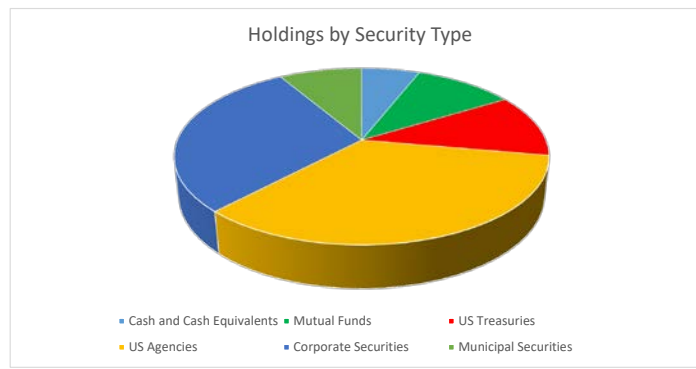
**30,721,162.56**      **30,454,290.25**

Estimated Annual Income

468,004.89

Yield on Total Assets

1.57%





**BOOK VALUE VS MARKET REPORT**

**Solano County Treasurer**

**INVESTMENT PORTFOLIO ACCOUNTING 7.80**

**LAST INTEREST ACCRUAL DATE: 09/30/2018**

SECURITY ID/LOT NO.	DESCRIPTION	FAS115 CLASS	MATURITY/ CALL DATE	PAR VALUE	BOOK VALUE	MARKET VALUE	MARKET GAIN/LOSS	MARKET DATE
<b>PORTFOLIO: PARS115</b>								
<b>SECURITY TYPE: 115CORPS</b>								
22533UMJ9/002	CREDIT AGRICOLE CIB NY	AFS	12/18/2018	2,000,000.00	1,990,095.15	2,000,000.00	9,904.85	09/30/2018
78658QS95/001	SAFRA NATIONAL BANK C D	AFS	01/28/2019	250,000.00	250,000.00	250,000.00	0.00	09/30/2018
46640QP47/002	JP MORGAN SECURITIES LLC	AFS	02/04/2019	2,000,000.00	1,983,154.96	2,000,000.00	16,845.04	09/30/2018
92937CFX1/001	WEX BANK C D	AFS	02/04/2019	250,000.00	250,000.00	249,517.00	-483.00	09/28/2018
909557GP9/001	UNITED BANKERS BANK C D	AFS	02/11/2019	250,000.00	250,000.00	249,452.00	-548.00	09/28/2018
575718AC5/001	MASS INSTITUTE OF TECH	AFS	07/01/2019	570,000.00	568,309.08	566,916.87	-1,392.21	09/28/2018
575718AC5/002	MASS INSTITUTE OF TECH	AFS	07/01/2019	127,000.00	126,624.17	126,313.06	-311.11	09/28/2018
132555AM5/001	CAMBRIDGE TRUST C D	AFS	07/22/2019	250,000.00	250,000.00	248,455.50	-1,544.50	09/28/2018
624786CZ0/001	MUFG UNION BANK	AFS	07/24/2019	250,000.00	250,000.00	249,839.00	-161.00	09/28/2018
1404203W8/001	CAPITAL ONE C D	AFS	07/26/2019	250,000.00	250,000.00	248,410.75	-1,589.25	09/28/2018
14042RGQ8/001	CAPITAL ONE NATL C D	AFS	07/26/2019	250,000.00	250,000.00	248,410.75	-1,589.25	09/28/2018
2546726J2/001	DISCOVER BANK C D	AFS	07/26/2019	250,000.00	250,000.00	248,615.50	-1,384.50	09/28/2018
872278F84/001	TCF NATIONAL BANK C D	AFS	07/26/2019	250,000.00	250,000.00	248,410.75	-1,589.25	09/28/2018
87270LAF0/001	TIAA FSB C D	AFS	07/26/2019	250,000.00	250,000.00	248,405.50	-1,594.50	09/28/2018
02006L4K6/001	ALLY BANK C D	AFS	07/29/2019	250,000.00	250,000.00	248,588.25	-1,411.75	09/28/2018
949763JS6/001	WELLS FARGO BANK C D	AFS	07/29/2019	250,000.00	250,000.00	248,593.50	-1,406.50	09/28/2018
55266CWA0/001	MB FINANCIAL BANK C D	AFS	07/31/2019	250,000.00	250,000.00	248,476.00	-1,524.00	09/28/2018
89236TEX9/002	TOYOTA MOTOR CREDIT CORP	AFS	04/26/2021	1,000,000.00	998,138.10	988,187.00	-9,951.10	09/28/2018
<b>TOTAL FOR SECURITY TYPE 115CORPS</b>				<b>8,947,000.00</b>	<b>8,916,321.46</b>	<b>8,916,591.43</b>	<b>269.97</b>	
<b>SECURITY TYPE: 115FEDAG</b>								
3136G2R66/001	FNMA	AFS	11/19/2018	2,000,000.00	1,997,236.89	1,997,146.00	-90.89	09/28/2018
3132XORZ6/001	FAMCA	AFS	04/18/2019	2,000,000.00	1,990,034.25	1,986,980.00	-3,054.25	09/30/2018
3135G0ZE6/002	FNMA	AFS	06/20/2019	3,500,000.00	3,545,539.96	3,480,823.50	-64,716.46	09/28/2018
3135G0R39/001	FNMA	AFS	10/24/2019	3,000,000.00	2,952,113.70	2,947,473.00	-4,640.70	09/28/2018
<b>TOTAL FOR SECURITY TYPE 115FEDAG</b>				<b>10,500,000.00</b>	<b>10,484,924.80</b>	<b>10,412,422.50</b>	<b>-72,502.30</b>	
<b>SECURITY TYPE: 115MUNI</b>								
13063CSQ4/001	CALIFORNIA STATE TXBL GOB	AFS	04/01/2020	2,000,000.00	2,029,443.56	1,969,120.00	-60,323.56	09/30/2018
913366HU7/001	UNIVERSITY OF CA REGENTS	AFS	05/15/2020	500,000.00	500,000.00	487,020.00	-12,980.00	09/30/2018
697364DV6/001	PALO ALTO CA COPS	AFS	11/01/2020	135,000.00	135,000.00	134,357.40	-642.60	09/30/2018
<b>TOTAL FOR SECURITY TYPE 115MUNI</b>				<b>2,635,000.00</b>	<b>2,664,443.56</b>	<b>2,590,497.40</b>	<b>-73,946.16</b>	

# BOOK VALUE VS MARKET REPORT

Solano County Treasurer

INVESTMENT PORTFOLIO ACCOUNTING 7.80

LAST INTEREST ACCRUAL DATE: 09/30/2018

SECURITY ID/LOT NO.	DESCRIPTION	FAS115 CLASS	MATURITY/ CALL DATE	PAR VALUE	BOOK VALUE	MARKET VALUE	MARKET GAIN/LOSS	MARKET DATE
SECURITY TYPE: 115UST								
912828RY8/001	US TREASURY	AFS	12/31/2018	2,000,000.00	1,996,618.31	1,995,756.00	-862.31	09/28/2018
912828WS5/001	U S TREASURY	AFS	06/30/2019	1,500,000.00	1,513,755.58	1,489,921.50	-23,834.08	09/28/2018
TOTAL FOR SECURITY TYPE 115UST				3,500,000.00	3,510,373.89	3,485,677.50	-24,696.39	
TOTAL FOR PORTFOLIO PARS115				25,582,000.00	25,576,063.71	25,405,188.83	-170,874.88	

**BOOK VALUE VS MARKET REPORT**

**Solano County Treasurer**  
**INVESTMENT PORTFOLIO ACCOUNTING 7.80**

**LAST INTEREST ACCRUAL DATE: 09/30/2018**

<b>SECURITY ID/LOT NO.</b>	<b>DESCRIPTION</b>	<b>FAS115 CLASS</b>	<b>MATURITY/ CALL DATE</b>	<b>PAR VALUE</b>	<b>BOOK VALUE</b>	<b>MARKET VALUE</b>	<b>MARKET GAIN/LOSS</b>	<b>MARKET DATE</b>
<b>PORTFOLIO: POOL</b>								
<b>SECURITY TYPE: CD</b>								
65590AK62/001	NORDEA BANK NY CD	AFS	06/28/2019	10,000,000.00	10,000,000.00	10,000,000.00	0.00	09/30/2018
<b>SECURITY TYPE: COMPAP</b>								
22533UMJ9/001	CREDIT AGRICOLE CIB NY	AFS	12/18/2018	10,000,000.00	9,950,601.98	10,000,000.00	49,398.02	09/30/2018
46640QP47/001	JP MORGAN SECURITIES LLC	AFS	02/04/2019	10,000,000.00	9,915,644.96	10,000,000.00	84,355.04	09/30/2018
<b>TOTAL FOR SECURITY TYPE COMPAP</b>				<b>20,000,000.00</b>	<b>19,866,246.94</b>	<b>20,000,000.00</b>	<b>133,753.06</b>	
<b>SECURITY TYPE: CORP</b>								
89236TAY1/001	TOYOTA MOTOR CREDIT CORP	AFS	10/24/2018	10,000,000.00	9,999,103.02	9,997,340.00	-1,763.02	09/28/2018
89236TAY1/002	TOYOTA MOTOR CREDIT CORP	AFS	10/24/2018	1,500,000.00	1,499,783.88	1,499,601.00	-182.88	09/28/2018
19416QED8/001	COLGATE-PALMOLIVE CO	AFS	11/01/2018	2,000,000.00	1,998,674.17	1,998,610.00	-64.17	09/28/2018
594918BF0/001	MICROSOFT CORP	AFS	11/03/2018	5,000,000.00	4,999,848.18	4,994,420.00	-5,428.18	09/28/2018
94988J5F0/001	WELLS FARGO BANK NA	AFS	11/28/2018	13,705,000.00	13,707,243.73	13,691,075.72	-16,168.01	09/28/2018
594918AV6/001	MICROSOFT CORP	AFS	12/06/2018	1,947,000.00	1,947,866.29	1,944,685.02	-3,181.27	09/28/2018
478160BR4/001	JOHNSON & JOHNSON	AFS	03/01/2019	10,000,000.00	10,005,162.79	9,946,100.00	-59,062.79	09/28/2018
478160BR4/002	JOHNSON & JOHNSON	AFS	03/01/2019	5,000,000.00	4,988,410.51	4,973,050.00	-15,360.51	09/28/2018
717081DU4/001	PFIZER INC	AFS	06/03/2019	12,812,000.00	12,810,054.75	12,707,940.94	-102,113.81	09/28/2018
594918BN3/001	MICROSOFT CORP	AFS	08/08/2019	1,768,000.00	1,759,974.70	1,745,332.47	-14,642.23	09/28/2018
594918BN3/002	MICROSOFT CORP	AFS	08/08/2019	10,000,000.00	9,970,170.36	9,871,790.00	-98,380.36	09/28/2018
594918BN3/003	MICROSOFT CORP	AFS	08/08/2019	4,268,000.00	4,245,288.44	4,213,279.97	-32,008.47	09/28/2018
084664CK5/001	BERKSHIRE HATHAWAY FIN	AFS	08/15/2019	10,000,000.00	9,933,281.85	9,879,410.00	-53,871.85	09/28/2018
90331HML4/001	US BANK NA OHIO	AFS	09/28/2019	5,000,000.00	4,973,419.01	4,961,050.00	-12,369.01	09/28/2018
89236TDH5/001	TOYOTA MOTOR CREDIT CORP	AFS	10/18/2019	2,155,000.00	2,130,626.99	2,126,463.49	-4,163.50	09/28/2018
438516BQ8/001	HONEYWELL INTERNATIONAL	AFS	10/30/2019	8,540,000.00	8,460,710.51	8,456,376.32	-4,334.19	09/28/2018
037833DH0/001	APPLE INC	AFS	11/13/2019	10,000,000.00	9,984,258.22	9,894,320.00	-89,938.22	09/28/2018
30231GAG7/002	EXXON MOBIL CORPORATION	AFS	02/06/2020	13,175,000.00	13,016,540.04	13,017,044.93	504.89	09/28/2018
30231GAG7/001	EXXON MOBIL CORPORATION	AFS	03/06/2020	4,310,000.00	4,292,434.85	4,258,327.41	-34,107.44	09/28/2018
89236TDU6/001	TOYOTA MOTOR CREDIT CORP	AFS	04/17/2020	10,000,000.00	10,002,196.65	9,848,980.00	-153,216.65	09/28/2018
191216BT6/001	COCA COLA CO	AFS	10/27/2020	10,000,000.00	9,808,076.59	9,779,530.00	-28,546.59	09/28/2018
89236TEX9/001	TOYOTA MOTOR CREDIT CORP	AFS	04/26/2021	4,000,000.00	3,992,552.40	3,952,748.00	-39,804.40	09/28/2018
<b>TOTAL FOR SECURITY TYPE CORP</b>				<b>155,180,000.00</b>	<b>154,525,677.93</b>	<b>153,757,475.27</b>	<b>-768,202.66</b>	
<b>SECURITY TYPE: FEDCOUP</b>								
3130A9AE1/001	FHLB	AFS	10/01/2018	10,000,000.00	10,000,000.00	10,000,000.00	0.00	09/28/2018

**BOOK VALUE VS MARKET REPORT**

**Solano County Treasurer**  
**INVESTMENT PORTFOLIO ACCOUNTING 7.80**

**LAST INTEREST ACCRUAL DATE: 09/30/2018**

SECURITY ID/LOT NO.	DESCRIPTION	FAS115 CLASS	MATURITY/ CALL DATE	PAR VALUE	BOOK VALUE	MARKET VALUE	MARKET GAIN/LOSS	MARKET DATE
3137EAED7/001	FHLMC	AFS	10/12/2018	10,000,000.00	9,999,090.39	9,996,070.00	-3,020.39	09/28/2018
3135G0E58/001	FNMA	AFS	10/19/2018	2,000,000.00	1,999,835.90	1,998,948.00	-887.90	09/28/2018
3134G8YU7/001	FHLMC	AFS	10/26/2018	1,000,000.00	999,228.19	999,155.00	-73.19	09/28/2018
3135G0G64/001	FNMA	AFS	10/29/2018	2,000,000.00	1,998,409.08	1,998,282.00	-127.08	09/28/2018
3133EFSW8/001	FFCB	AFS	12/21/2018	2,000,000.00	1,996,327.80	1,995,656.00	-671.80	09/28/2018
3134GSAP0/001	FHLMC	AFS	12/21/2018	10,000,000.00	10,000,000.00	9,811,260.00	-188,740.00	09/28/2018
3130AD4Y5/001	FHLB	AFS	12/28/2018	10,000,000.00	10,000,000.00	9,803,560.00	-196,440.00	09/28/2018
3135G0H63/001	FNMA	AFS	01/28/2019	7,000,000.00	6,987,325.02	6,978,559.00	-8,766.02	09/28/2018
3133EGBR5/001	FFCB	AFS	02/25/2019	1,500,000.00	1,497,797.18	1,491,267.00	-6,530.18	09/28/2018
3135G0J53/001	FNMA	AFS	02/26/2019	1,000,000.00	998,761.87	994,731.00	-4,030.87	09/28/2018
3135G0K77/001	FNMA	AFS	03/13/2019	1,900,000.00	1,883,865.19	1,883,325.60	-539.59	09/28/2018
742651DG4/001	PRIVATE EXPORT FUNDING	AFS	03/15/2019	5,000,000.00	5,048,289.68	5,039,975.00	-8,314.68	09/28/2018
3133EFN94/001	FFCB	AFS	03/21/2019	2,000,000.00	1,990,476.44	1,989,028.00	-1,448.44	09/28/2018
3130ADQH8/001	FHLB	AFS	03/22/2019	2,000,000.00	1,989,095.07	1,981,708.00	-7,387.07	09/28/2018
3134G8QE2/001	FHLMC	AFS	03/29/2019	2,000,000.00	1,990,209.91	1,989,044.00	-1,165.91	09/28/2018
3137EADZ9/001	FHLMC	AFS	04/15/2019	10,000,000.00	10,003,222.80	9,929,300.00	-73,922.80	09/28/2018
3136G3K38/001	FNMA	AFS	05/02/2019	10,000,000.00	9,985,056.59	9,887,420.00	-97,636.59	09/28/2018
3136G3K46/001	FNMA	AFS	05/02/2019	10,000,000.00	9,985,062.12	9,888,420.00	-96,642.12	09/28/2018
3130ACN83/001	FHLB	AFS	05/15/2019	10,000,000.00	9,996,840.63	9,824,060.00	-172,780.63	09/28/2018
3133X72S2/001	FHLB	AFS	05/15/2019	10,000,000.00	10,189,740.62	10,177,160.00	-12,580.62	09/28/2018
3133EF7L5/001	FFCB	AFS	05/16/2019	3,000,000.00	2,977,588.57	2,972,106.00	-5,482.57	09/28/2018
3130ABF92/001	FHLB	AFS	05/28/2019	10,000,000.00	9,964,708.49	9,926,300.00	-38,408.49	09/28/2018
3130ABF92/002	FHLB	AFS	05/28/2019	20,000,000.00	19,921,233.61	19,852,600.00	-68,633.61	09/28/2018
3130AEFV7/001	FHLB	AFS	06/11/2019	3,500,000.00	3,494,908.96	3,492,881.00	-2,027.96	09/28/2018
313379EE5/001	FHLB	AFS	06/14/2019	19,460,000.00	19,492,231.63	19,337,421.46	-154,810.17	09/28/2018
313379EE5/002	FHLB	AFS	06/14/2019	3,000,000.00	3,005,328.13	2,981,103.00	-24,225.13	09/28/2018
313379EE5/003	FHLB	AFS	06/14/2019	2,070,000.00	2,057,998.89	2,056,961.07	-1,037.82	09/28/2018
3135G0ZE6/001	FNMA	AFS	06/20/2019	10,000,000.00	10,015,472.35	9,945,210.00	-70,262.35	09/28/2018
3130A8DB6/001	FHLB	AFS	06/21/2019	1,000,000.00	990,493.20	989,837.00	-656.20	09/28/2018
3130A8DB6/002	FHLB	AFS	06/21/2019	3,505,000.00	3,471,678.65	3,469,378.69	-2,299.96	09/28/2018
3130A8NN9/001	FHLB	AFS	06/28/2019	1,000,000.00	987,867.96	986,859.00	-1,008.96	09/28/2018
3130A8NN9/002	FHLB	AFS	06/28/2019	1,135,000.00	1,121,230.14	1,120,084.97	-1,145.17	09/28/2018
3130AADN5/001	FHLB	AFS	06/28/2019	3,000,000.00	2,976,637.25	2,973,258.00	-3,379.25	09/28/2018
3137EAEB1/001	FHLMC	AFS	07/19/2019	10,000,000.00	9,922,093.37	9,869,000.00	-53,093.37	09/30/2018
3137EAEB1/002	FHLMC	AFS	07/19/2019	10,000,000.00	9,868,445.29	9,869,000.00	554.71	09/30/2018
3135G0N33/001	FNMA	AFS	08/02/2019	25,000,000.00	24,888,666.67	24,649,175.00	-239,491.67	09/28/2018

**BOOK VALUE VS MARKET REPORT**

**Solano County Treasurer**  
**INVESTMENT PORTFOLIO ACCOUNTING 7.80**

**LAST INTEREST ACCRUAL DATE: 09/30/2018**

SECURITY ID/LOT NO.	DESCRIPTION	FAS115 CLASS	MATURITY/ CALL DATE	PAR VALUE	BOOK VALUE	MARKET VALUE	MARKET GAIN/LOSS	MARKET DATE
3135G0R70/001	FNMA	AFS	08/25/2019	5,000,000.00	4,998,065.17	4,912,400.00	-85,665.17	09/28/2018
313383VN8/001	FHLB	AFS	09/13/2019	10,000,000.00	10,018,565.97	9,940,410.00	-78,155.97	09/28/2018
3133XUMS9/001	FHLB	AFS	09/13/2019	8,070,000.00	8,226,615.75	8,206,463.70	-20,152.05	09/28/2018
3137EADM8/001	FHLMC	AFS	10/02/2019	20,000,000.00	19,962,412.41	19,724,420.00	-237,992.41	09/28/2018
3133EGNE1/001	FFCB	AFS	01/21/2020	2,000,000.00	2,000,000.00	1,962,418.00	-37,582.00	09/28/2018
3130AASN9/001	FHLB	AFS	03/30/2020	2,000,000.00	2,002,304.09	1,962,908.00	-39,396.09	09/28/2018
3134GSHT5/001	FHLMC	AFS	04/30/2020	2,000,000.00	1,990,969.08	1,983,974.00	-6,995.08	09/28/2018
3134GSHS7/001	FHLMC	AFS	10/19/2020	1,890,000.00	1,879,564.52	1,871,394.84	-8,169.68	09/28/2018
<b>TOTAL FOR SECURITY TYPE FEDCOUP</b>				<b>296,030,000.00</b>	<b>295,773,714.63</b>	<b>293,712,492.33</b>	<b>-2,061,222.30</b>	

**SECURITY TYPE: MUNICIPAL**

13066YTY5/001	CA STATE DEPT OF WATER RESOURCES	AFS	11/01/2018	1,519,461.44	1,481,525.21	1,472,996.31	-8,528.90	09/28/2018
79765RM97/001	SAN FRANCISCO CITY & CTY PUBLIC UTIL	AFS	11/01/2018	5,525,000.00	5,525,000.00	5,519,917.00	-5,083.00	09/28/2018
7976462R6/001	SAN FRANCISCO CITY & CTY GOB	AFS	06/15/2019	5,000,000.00	5,020,737.92	5,005,900.00	-14,837.92	09/28/2018
91412GSB2/001	UNIV OF CA -AH	AFS	07/01/2019	5,000,000.00	4,990,558.68	4,966,600.00	-23,958.68	09/28/2018
91412GSB2/002	UNIV OF CA -AH	AFS	07/01/2019	10,000,000.00	10,015,195.27	9,933,200.00	-81,995.27	09/28/2018
13063DGM4/001	CALIFORNIA ST TXBLE-VARIOUS PURPOSE	AFS	08/01/2019	10,000,000.00	10,059,549.47	10,036,700.00	-22,849.47	09/28/2018
798170AB2/001	SAN JOSE REDEVELOPMENT AG	AFS	08/01/2019	3,000,000.00	3,000,000.00	2,983,830.00	-16,170.00	09/28/2018
801546PD8/001	SANTA CLARA CNTY TXBL SER A	AFS	08/01/2019	10,000,000.00	10,024,595.55	9,947,800.00	-76,795.55	09/28/2018
358266CQ5/001	FRESNO CTY CA PENSN OBLG	AFS	08/15/2019	7,000,000.00	7,000,000.00	6,985,860.00	-14,140.00	09/28/2018
15324VAL2/001	CENTRL CONTRA COSTA CA SAN DIST	AFS	09/01/2019	630,000.00	630,000.00	629,489.70	-510.30	09/28/2018
13063DDD7/001	CALIFORNIA ST TXBL-VARIOUS PURPOSE	AFS	10/01/2019	10,000,000.00	10,029,883.57	9,943,600.00	-86,283.57	09/28/2018
83412PDY5/001	SOLANO CTY CA CMNTY COLLEGE DISTR	AFS	08/01/2020	5,460,000.00	5,537,426.74	5,455,577.40	-81,849.34	09/28/2018
79730PDE2/001	SAN DIEGO CA REDEVELOPMENT AGENCY	AFS	09/01/2020	10,000,000.00	11,120,531.47	10,855,900.00	-264,631.47	09/28/2018
899154AT5/001	TULARE CO PENSN-TXBLE	AFS	06/01/2021	5,000,000.00	5,000,000.00	4,964,550.00	-35,450.00	09/28/2018
797398DK7/001	SAN DIEGO CTY CA PENSION OBLIGATION	AFS	08/15/2021	10,905,000.00	12,016,987.20	11,618,187.00	-398,800.20	09/28/2018
<b>TOTAL FOR SECURITY TYPE MUNICIPAL</b>				<b>99,039,461.44</b>	<b>101,451,991.08</b>	<b>100,320,107.41</b>	<b>-1,131,883.67</b>	

**SECURITY TYPE: MUNINAT**

68607VJ97/001	OREGON ST LOTTERY REVENUE	AFS	04/01/2021	1,350,000.00	1,380,004.21	1,326,591.00	-53,413.21	09/30/2018
5946107Z4/001	MICHIGAN STATE TXBL REF A	AFS	05/15/2022	3,000,000.00	3,038,196.49	2,961,150.00	-77,046.49	09/30/2018
<b>TOTAL FOR SECURITY TYPE MUNINAT</b>				<b>4,350,000.00</b>	<b>4,418,200.70</b>	<b>4,287,741.00</b>	<b>-130,459.70</b>	

**SECURITY TYPE: SOL**

834SCFCP7F/001	SOLANO CTY 2013 COPS	AFS	11/15/2018	345,000.00	345,000.00	345,000.00	0.00	09/30/2018
834SCFCP7G/001	SOLANO CTY 2013 COPS	AFS	11/15/2019	355,000.00	355,000.00	355,000.00	0.00	09/30/2018

**BOOK VALUE VS MARKET REPORT**

**Solano County Treasurer**

**INVESTMENT PORTFOLIO ACCOUNTING 7.80**

**LAST INTEREST ACCRUAL DATE: 09/30/2018**

SECURITY ID/LOT NO.	DESCRIPTION	FAS115 CLASS	MATURITY/ CALL DATE	PAR VALUE	BOOK VALUE	MARKET VALUE	MARKET GAIN/LOSS	MARKET DATE
834SCFCP7H/001	SOLANO CTY 2013 COPS	AFS	11/15/2020	365,000.00	365,000.00	365,000.00	0.00	09/30/2018
834SCFCP7I/001	SOLANO CTY 2013 COPS	AFS	11/15/2021	380,000.00	380,000.00	380,000.00	0.00	09/30/2018
834SCFCP7J/001	SOLANO CTY 2013 COPS	AFS	11/15/2022	390,000.00	390,000.00	390,000.00	0.00	09/30/2018
834SCFCP7K/001	SOLANO CTY 2013 COPS	AFS	11/15/2023	405,000.00	405,000.00	405,000.00	0.00	09/30/2018
834SCFCP7L/001	SOLANO CTY 2013 COPS	AFS	11/15/2024	415,000.00	415,000.00	415,000.00	0.00	09/30/2018
834SCFCP7M/001	SOLANO CTY 2013 COPS	AFS	11/15/2025	430,000.00	430,000.00	430,000.00	0.00	09/30/2018
834SCFCP7N/001	SOLANO CTY 2013 COPS	AFS	11/15/2026	445,000.00	445,000.00	445,000.00	0.00	09/30/2018
834SCFCP7O/001	SOLANO CTY 2013 COPS	AFS	11/15/2027	460,000.00	460,000.00	460,000.00	0.00	09/30/2018
<b>TOTAL FOR SECURITY TYPE SOL</b>				<b>3,990,000.00</b>	<b>3,990,000.00</b>	<b>3,990,000.00</b>	<b>0.00</b>	
<b>SECURITY TYPE: SUPRA</b>								
45818LT59/001	IADB DISCOUNT	AFS	12/17/2018	10,000,000.00	9,954,138.01	9,953,370.00	-768.01	09/28/2018
459058EV1/001	IBRD	AFS	07/26/2019	10,000,000.00	9,987,083.92	9,889,720.00	-97,363.92	09/28/2018
<b>TOTAL FOR SECURITY TYPE SUPRA</b>				<b>20,000,000.00</b>	<b>19,941,221.93</b>	<b>19,843,090.00</b>	<b>-98,131.93</b>	
<b>SECURITY TYPE: TREASURY</b>								
912828WD8/001	U S TREASURY	AFS	10/31/2018	20,000,000.00	20,002,250.27	19,986,800.00	-15,450.27	09/28/2018
912828WD8/002	U S TREASURY	AFS	10/31/2018	2,000,000.00	1,998,653.86	1,998,680.00	26.14	09/28/2018
912828N22/001	U S TREASURY	AFS	12/15/2018	27,000,000.00	26,955,015.28	26,947,782.00	-7,233.28	09/28/2018
912828RY8/002	US TREASURY	AFS	12/31/2018	20,000,000.00	19,967,151.13	19,957,560.00	-9,591.13	09/28/2018
912828Q52/001	U S TREASURY	AFS	04/15/2019	100,000,000.00	99,339,228.18	99,171,900.00	-167,328.18	09/28/2018
912828WL0/001	U S TREASURY	AFS	05/31/2019	10,000,000.00	9,979,007.58	9,933,980.00	-45,027.58	09/28/2018
912828S43/001	U S TREASURY	AFS	07/15/2019	20,000,000.00	19,741,800.81	19,719,540.00	-22,260.81	09/28/2018
912828D80/001	U S TREASURY	AFS	08/31/2019	25,000,000.00	25,064,594.84	24,772,450.00	-292,144.84	09/28/2018
912828F39/001	U S TREASURY	AFS	09/30/2019	10,000,000.00	9,929,590.08	9,910,160.00	-19,430.08	09/28/2018
<b>TOTAL FOR SECURITY TYPE TREASURY</b>				<b>234,000,000.00</b>	<b>232,977,292.03</b>	<b>232,398,852.00</b>	<b>-578,440.03</b>	
<b>TOTAL FOR PORTFOLIO POOL</b>				<b>842,589,461.44</b>	<b>842,944,345.24</b>	<b>838,309,758.01</b>	<b>-4,634,587.23</b>	



Solano County Treasury  
Treasurer Charles Lomeli  
Balance Sheet Detail EOP  
September 30, 2018

Fiscal Year 2019  
September

**ASSETS**

Cash & Cash Equivalents

Physical Cash	\$1,002.92
Sealed Bags	\$549,055.39
Deposits in Transit	\$735,601.54
<b>Total Cash on Hand</b>	<b>\$1,285,659.85</b>

Wells Fargo Deposit Account	\$2,503,337.88
Bank of America Deposit Account	\$668,344.25
First Northern Bank Lake Solano Park	\$40,582.24
Bank of Stockton	\$68,817.25
<b>Total Cash in Bank</b>	<b>\$3,281,081.62</b>

UB Safekeeping Money Market Account	\$138,354.95
CAMP Money Market Account	\$14,242,885.06
CalTrust Liquidity Fund	\$54,108,143.86
CalTrust Blackrock FedFund	\$31,700,000.00
<b>Total Cash in Money Markets</b>	<b>\$100,189,383.87</b>

LAIF	\$58,423,708.04
<b>Total LAIF</b>	<b>\$58,423,708.04</b>

**Total Cash & Cash Equivalents** **\$163,179,833.38**

Non Cash Assets

Acc Int Money Markets	\$44,307.20
Acc Int LAIF	\$180,850.62
CT Short Accrued Interest	\$33,637.45
CT Medium Accrued Interest	\$16,255.84
AI Investment Securities	\$3,642,648.03
<b>Total Accrued Interest</b>	<b>\$3,917,699.14</b>

**Total Items in Transit** **\$0.00**

**Total Non Cash Assets** **\$3,917,699.14**

Mutual Funds

CT Short Book Value	\$20,034,374.07
CT Short Mrk to Market	(\$16,981.35)
CT Medium Book Value	\$10,072,310.94
CT Medium Mrk to Market	(\$193,798.79)

**Total Mutual Funds** **\$29,895,904.87**

Securities

Solano County Bonds Par	\$3,990,000.00
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# Solano County Treasury

## Treasurer Charles Lomeli

### Balance Sheet Detail EOP

### September 30, 2018

	Fiscal Year 2019
	September
US Treasuries Par	\$234,000,000.00
US Treasuries Premium	\$66,845.11
US Treasuries Discount	(\$1,089,553.08)
US Treasuries Mk to Mkt	(\$578,440.24)
Municipals Par	\$103,389,461.44
Municipals Premium	\$2,528,107.89
Municipals Discount	(\$47,377.55)
Municipals Mk to Mkt	(\$1,262,343.50)
Fed Agencies Par	\$296,030,000.00
Fed Agencies Premium	\$471,771.02
Fed Agencies Discount	(\$728,056.39)
Fed Agencies Mk to Mkt	(\$2,061,221.46)
Commercial Paper Par	\$20,000,000.00
Commercial Paper Discount	(\$133,753.06)
Commercial Paper Mk to Mkt	\$133,753.06
CD Par	\$10,000,000.00
Corporates Par	\$155,180,000.00
Corporates Premium	\$10,469.46
Corporates Discount	(\$664,791.53)
Corporates Mk to Mkt	(\$768,203.07)
Supranational Banks Par	\$20,000,000.00
Supranational Banks Discount	(\$58,778.07)
Supranational Banks Mk to Mkt	(\$98,131.69)
<b>Total Securities</b>	<b>\$838,309,758.34</b>
<b>Total Investments</b>	<b>\$868,205,663.21</b>
<b>Total Pool</b>	<b>\$1,035,303,195.73</b>
<u>Other Treasury Holdings</u>	
2009 Cops	\$1,788,086.87
2005 Pension Obligation Bonds	\$4,038,389.36
2013 Cops	\$331,690.20
2017 Cops	\$1,460.08
<b>Total Bond Proceeds</b>	<b>\$6,159,626.51</b>
115 Trust Cash	\$5,232.48
115 Trust Money Markets	\$1,813,946.53
115 Trust Mutual Funds	\$3,220,000.00
115 Trust Mutual Funds Mark to Market	(\$96,000.00)
115 Trust Accrued Interest	\$105,919.84
115 Trust Money Market Mark to Market	\$2.57
115 Trust US Treasuries Par	\$3,500,000.00
115 Trust US Treasuries Premium	\$13,755.58
115 Trust US Treasuries Discount	(\$3,381.69)
115 Trust US Treasuries Mk to Mkt	(\$24,696.39)





Solano County Treasury  
Treasurer Charles Lomeli  
Balance Sheet Detail EOP  
September 30, 2018

	Fiscal Year 2019 September
115 Trust Fed Agencies Par	\$10,500,000.00
115 Trust Fed Agencies Premium	\$45,539.96
115 Trust Fed Agencies Discount	(\$60,615.16)
115 Trust Fed Agencies Mk to Mkt	(\$72,502.30)
115 Trust Corporates Par	\$8,947,000.00
115 Trust Corporates Discount	(\$30,678.54)
115 Trust Corporates Mk to Mkt	\$269.97
115 Trust Municipals Par	\$2,635,000.00
115 Trust Municipals Premium	\$29,443.56
115 Trust Municipals Mk to Mkt	(\$73,946.16)
<b>Total 115 Trust</b>	<b>\$30,454,290.25</b>
<b>Total Deposits With Others</b>	<b>\$36,613,916.76</b>
OPEB Trust Money Markets	\$1,135,345.73
OPEB Trust Mutual Funds Equity	\$19,927,117.68
OPEB Trust Mutual Funds Fixed Income	\$15,864,451.15
OPEB Trust Mk to Mkt	\$5,247,557.68
OPEB Trust Accrued Income	\$106,115.61
<b>Total OPEB Trust</b>	<b>\$42,280,587.85</b>
<b>Total Other Treasury Holdings</b>	<b>\$78,894,504.61</b>
<b>TOTAL ASSETS</b>	<b>\$1,114,197,700.34</b>

**LIABILITIES**

Exception Items

<b>Total Bank Exceptions</b>	<b>\$0.00</b>
<b>Total Investment Portfolio Exceptions</b>	<b>\$0.00</b>
<b>Total Auditor - Controller Exceptions</b>	<b>\$0.00</b>
<b>Total Exception Items</b>	<b>\$0.00</b>

Auditor - Controller Fund Balance

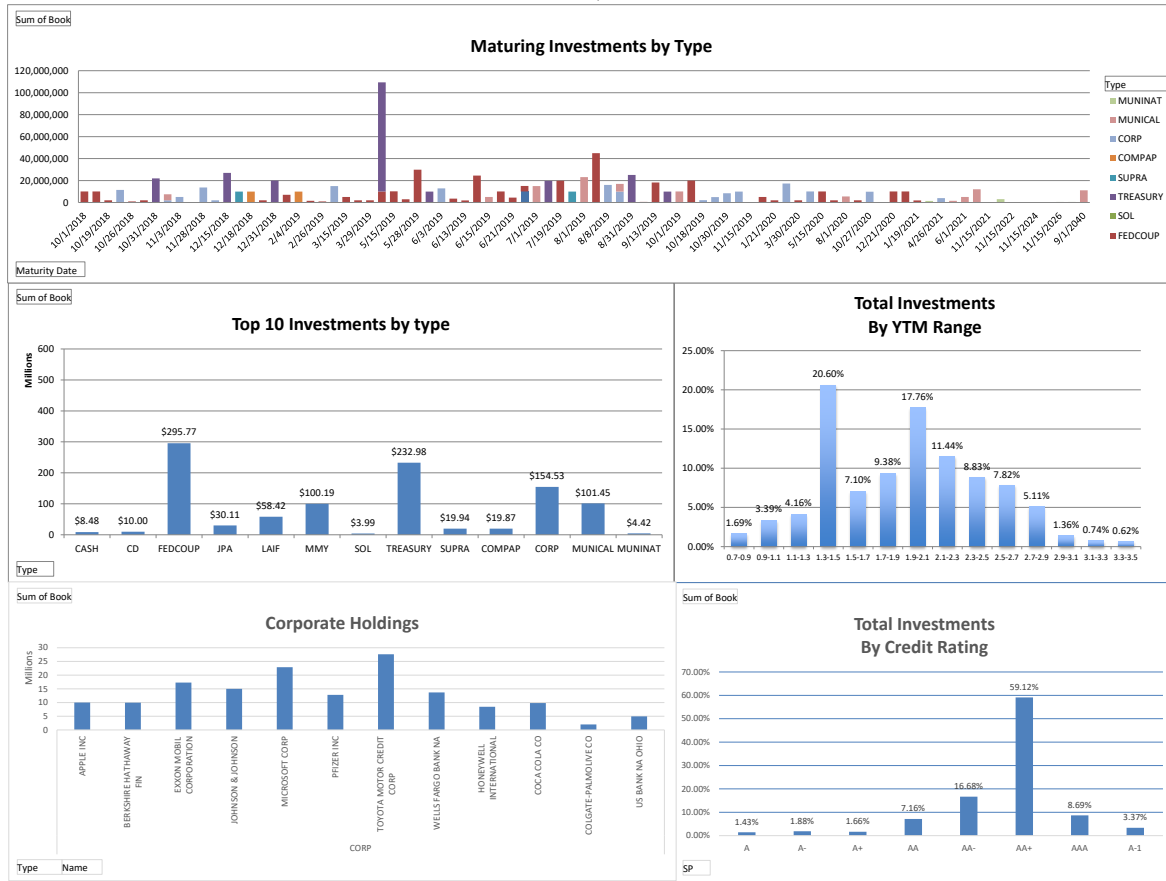
OneSolution Cash in Treasury	\$1,038,613,614.86
<b>Total OneSolution Cash</b>	<b>\$1,038,613,614.86</b>
OneSolution Deposits With Others	\$6,159,626.51



Solano County Treasury  
Treasurer Charles Lomeli  
Balance Sheet Detail EOP  
September 30, 2018

	Fiscal Year 2019
	September
OneSolution Pars 115 Trust	\$30,675,800.95
OneSolution OPEB Trust	\$36,910,749.20
	-----
<b>Total OneSolution Deposits With Others</b>	<b>\$73,746,176.66</b>
	-----
<b>Total Auditor - Controller Fund Balance</b>	<b>\$1,112,359,791.52</b>
	=====
<b>TOTAL LIABILITIES</b>	<b>\$1,112,359,791.52</b>
	=====
 <b>EQUITY</b>	
<b>Total Retained Earnings</b>	<b>\$0.00</b>
Mark to Market Equity	(\$4,845,367.04)
115 Trust Mark to Market Equity	(\$266,872.31)
OPEB Trust Mark to Market Equity	\$5,247,557.68
	-----
<b>Total Market to Market</b>	<b>\$135,318.33</b>
<b>Net Income</b>	<b>\$1,702,590.49</b>
	-----
<b>TOTAL EQUITY</b>	<b>\$1,837,908.82</b>
	-----
	=====
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>\$1,114,197,700.34</b>
	=====

Solano County Treasury  
Treasurer Charles Lomeli  
Portfolio Statistical Graphs  
30-Sep-18





# Solano County Treasury

## Treasurer Charles Lomeli

### Income Statement

#### September 30, 2018

Fiscal Year 2019  
September

#### POOL INCOME

##### Short Term Investments

Bank Deposit Income	\$0.00
<b>Total Bank Deposit</b>	<b>\$0.00</b>

Wells Fargo	\$152.31
B of A	\$295.87
Union Bank	\$278.45
CAMP	\$35,012.26
CalTrust BlackRock TempFund Income	\$37,249.64
Cal Trust Money Market	\$44,307.20
<b>Total Money Markets</b>	<b>\$117,295.73</b>

LAIF	\$81,792.40
<b>Total LAIF</b>	<b>\$81,792.40</b>

<b>Total Short Term Income</b>	<b>\$199,088.13</b>
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##### Mutual Funds

CT Short Interest Earnings	\$33,637.45
CT Medium Interest Earnings	\$16,255.84

<b>Total Mutual Fund Income</b>	<b>\$49,893.29</b>
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##### Long Term Investments

Interest Earnings 53601A	\$11,105.49
Premium Amortization	\$0.00
Discount Accretion	\$0.00
Gain/Loss on Sale	\$0.00
<b>Total County Bonds</b>	<b>\$11,105.49</b>

Interest Earnings 53601B	\$214,844.35
Premium Amortization	(\$8,053.51)
Discount Accretion	\$164,711.38
Gain/Loss on Sale	\$0.00
<b>Total US Treasuries</b>	<b>\$371,502.22</b>

Interest Earnings 53601C	\$265,789.05
Premium Amortization	(\$96,223.69)
Discount Accretion	\$2,390.06
Gain/Loss on Sale	\$0.00
<b>Total Municipals</b>	<b>\$171,955.42</b>

Interest Earnings 53601F	\$455,625.79
Premium Amortization	(\$74,668.08)
Discount Accretion	\$72,495.29



# Solano County Treasury Treasurer Charles Lomeli Income Statement September 30, 2018

	Fiscal Year 2019 September
Gain/Loss on Sale	\$0.00
<b>Total Fed Agency</b>	<b>\$453,453.00</b>
Interest Earnings 53601G	\$0.00
Premium Amortization	\$0.00
Discount Accretion	\$39,082.21
Gain/Loss on Sale	\$0.00
<b>Total Commercial Paper</b>	<b>\$39,082.21</b>
Interest Earnings 53601H	\$4,977.78
Premium Amortization	\$0.00
Discount Accretion	\$0.00
Gain/Loss on Sale	\$0.00
<b>Total Certificates of Deposit</b>	<b>\$4,977.78</b>
Interest Earnings 53601J	\$200,727.27
Premium Amortization	(\$2,906.61)
Discount Accretion	\$40,153.88
Gain/Loss on Sale	\$0.00
<b>Total Corporates</b>	<b>\$237,974.54</b>
Interest Earnings 53601Q	\$10,416.67
Premium Amortization	\$0.00
Discount Accretion	\$13,368.55
Gain/Loss on Sale	\$0.00
<b>Total Supranational Bonds</b>	<b>\$23,785.22</b>
<b>Total Long Term Income</b>	<b>\$1,313,835.88</b>
<b>Total Income</b>	<b>\$1,562,817.30</b>
<u>Treasury Operating Costs</u>	
Interest Apportionment Expense	\$1,212,219.65
<b>Total Treasury Apportioned</b>	<b>(\$1,212,219.65)</b>
<b>Total Expense</b>	<b>(\$1,212,219.65)</b>
<b>TREASURY POOL UNAPPORTIONED</b>	<b>\$350,597.65</b>
<b>115 TRUST</b>	
<u>Short Term Investments</u>	
115 Trust Cash & Money Mkt Income	\$3,109.68
<b>Total Cash &amp; Money Markets</b>	<b>\$3,109.68</b>



Solano County Treasury  
Treasurer Charles Lomeli  
Income Statement  
September 30, 2018

Fiscal Year 2019  
September

Mutual Funds

115 Trust Mutual Fund Income	\$4,893.44
<b>Total Mutual Funds</b>	<b>\$4,893.44</b>

Long Term Investments

115 Trust US Treasuries Income	\$3,855.92
115 Trust Fed Agencies Income	\$13,566.62
115 Trust Corporates Income	\$16,438.50
115 Trust Municipals Income	\$2,288.90
<b>Total Long Term Investments</b>	<b>\$36,149.94</b>

**Total Income** **\$44,153.06**

Management Costs

115 Trust Earnings Distribution	\$39,394.07
115 Trust Safekeeping Expense	\$1,338.89
115 Trust PARS Expenses	\$3,420.10
<b>Total 115 Trust Management Charges</b>	<b>\$4,758.99</b>

**Total Expense** **\$44,153.06**

**115 TRUST NET INCOME** **\$0.00**

**OPEB TRUST**

Short Term Investments

OPEB Trust Cash & Mny Mkt Inc	\$1,740.43
<b>Total Cash &amp; Money Markets</b>	<b>\$1,740.43</b>

Mutual Funds

OPEB Trust Mut Fund EQ Inc	\$173,221.40
OPEB Trust Mutual Fund FI Income	\$43,046.72
<b>Total OPEB Mutual Funds</b>	<b>\$216,268.12</b>

**Total Income** **\$218,008.55**

Management Costs

OPEB Earnings Distribution	\$206,142.49
OPEB Trust Safekeeping Expenses	\$6,580.61
OPEB Trust PARS Expenses	\$5,285.45
<b>Total OPEB Trust Management Charges</b>	<b>\$11,866.06</b>

**Total Expense** **\$218,008.55**

**OPEB TRUST NET INCOME** **\$0.00**



# Solano County Treasury Treasurer Charles Lomeli Balance Sheet Allocations September 30, 2018

Fiscal Year 2019  
September

## TREASURY POOL

### Cash & Cash Equivalents

Cash on Hand	\$1,285,659.85
	<b>0.12%</b>
Cash in Bank	\$3,281,081.62
	<b>0.32%</b>
Cash in Money Markets	\$100,189,383.87
	<b>9.68%</b>
LAIF	\$58,423,708.04
	<b>5.64%</b>

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<b>Total Cash &amp; Cash Equivalents</b>	<b>15.76%</b>
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### Non Cash Assets

Non Cash Assets	\$3,917,699.14
	<b>0.38%</b>

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<b>Total Non Cash Assets</b>	<b>0.38%</b>
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### Mutual Funds

Mutual Funds	\$29,895,904.87
	<b>2.89%</b>

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<b>Total Mutual Funds</b>	<b>2.89%</b>
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### Securities

US Treasuries	\$232,398,851.79
	<b>22.45%</b>
Federal Agencies	\$293,712,493.17
	<b>28.37%</b>
Corporates	\$153,757,474.86
	<b>14.85%</b>
Municipals	\$108,597,848.28
	<b>10.49%</b>
Commercial Paper	\$20,000,000.00
	<b>1.93%</b>
Certificates of Deposit	\$10,000,000.00
	<b>0.97%</b>
Supranationals	\$19,843,090.24
	<b>1.92%</b>

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<b>Total Securities</b>	<b>80.97%</b>
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**TOTAL TREASURY POOL**

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**100.00%**



# Solano County Treasury Treasurer Charles Lomeli Balance Sheet Allocations September 30, 2018

Fiscal Year 2019  
September

## 115 TRUST

### Cash & Cash Equivalents

115 Trust Cash	\$5,232.48
	<b>0.02%</b>
115 Trust Money Markets	\$1,813,946.53
	<b>5.96%</b>
	-----
<b>Total Cash and Cash Equivalents</b>	<b>5.97%</b>

### Non Cash Assets

115 Trust Accrued Interest	\$105,919.84
	<b>0.35%</b>
	-----
<b>Total Non Cash Assets</b>	<b>0.35%</b>

### Mutual Funds

Mutual Funds	\$3,124,000.00
	<b>10.26%</b>
	-----
<b>Total Mutual Funds</b>	<b>10.26%</b>

### Securities

US Treasuries	\$3,485,677.50
	<b>11.45%</b>
Federal Agencies	\$10,412,422.50
	<b>34.19%</b>
Corporates	\$8,916,591.43
	<b>29.28%</b>
Municipals	\$2,590,497.40
	<b>8.51%</b>
	-----
<b>Total Securities</b>	<b>83.42%</b>
	-----

**TOTAL 115 TRUST** **100.00%**

## OPEB TRUST

### Cash & Cash Equivalents

OPEB Trust Cash	\$0.00
	<b>0.00%</b>
OPEB Trust Money Markets	\$1,135,345.73
	<b>2.69%</b>
	-----
<b>Total Cash &amp; Cash Equivalents</b>	<b>2.69%</b>





Solano County Treasury  
Treasurer Charles Lomeli  
Balance Sheet Allocations  
September 30, 2018

	Fiscal Year 2019 September
<u>Non Cash Assets</u>	
OPEB Trust Accrued Income	\$106,115.61 <b>0.25%</b>
	-----
<b>Total Non Cash Assets</b>	<b>0.25%</b>
<u>Mutual Funds</u>	
Mutual Funds	\$41,039,126.51 <b>97.06%</b>
	-----
<b>Total Mutual Funds</b>	<b>97.06%</b>
	-----
<b>TOTAL OPEB TRUST</b>	<b>100.00%</b>



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	9	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Notice of Completion	<b>Department:</b>	General Services
<b>File #:</b>	18-767	<b>Contact:</b>	Mark Hummel, 784-3195
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve the Notice of Completion for the Claybank Emergency Generator Replacement Project located at 2500 Claybank Road in Fairfield, constructed by James Day Construction, Inc. dba Coastal Mountain Electric of Lower Lake; and Authorize the Clerk of the Board to record the executed Notice of Completion		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Notice of Completion, B - Summary of Project Funding & Expense		

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

### **DEPARTMENTAL RECOMMENDATION:**

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

1. Approve the Notice of Completion (Attachment A) for Claybank Emergency Generator Replacement Project located at 2500 Claybank Road in Fairfield constructed by James Day Construction, Inc. dba Coastal Mountain Electric of Lower Lake; and
2. Authorize the Clerk of the Board to record the executed Notice of Completion.

### **SUMMARY/DISCUSSION:**

On December 5, 2017, the Board awarded a construction contract to James Day Construction, Inc. to remove and replace the existing emergency generator with a new one at Claybank Detention Facility located at 2500 Claybank Road in Fairfield (Project). During the course of construction, the quality of work satisfied the requirements of the construction documents and has been deemed code compliant.

In the course of construction, two Change Orders totaling \$9,822 were approved to provide an additional emergency circuit for the generator's battery charger and block heater, new location of the automatic transfer switch due to limited space, and removal of unnecessary existing fuel pump, piping and related apparatus.

The Department of General Services is requesting that the Board approve the Notice of Completion for the Project and authorize the Clerk of the Board to record the document in order to release retention funds held by the County.

### **FINANCIAL IMPACT:**

In Fiscal Year 2015/16 the Board approved \$390,000 (transferred into Accumulated Capital Outlay Budget Unit 1724) from the Criminal Justice Facility Temporary Construction Fund (Budget Unit 4131) to cover project costs to remove the existing obsolete emergency generator serving Claybank Detention Facility at 2500 Clay Bank Road, Fairfield and replace with a new emergency back-up generator.

The original construction contract with James Day Construction Inc. was \$159,890 and two contract change orders were issued in the amount of \$9,822 with a credit of \$1,911 for unused permit fee allowance resulting in a final construction contract amount of \$167,801. Other project expenses of \$99,723 include project management, engineering and design fees, permits/inspections, and other miscellaneous expenses. The total project expense for the project is \$267,524. Remaining project funds of \$122,476 will be returned to the Criminal Justice Facility Temporary Construction Fund.

The Project budget and expenses are summarized in Attachment B. 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 execute and record the Notice of Completion. This action is not recommended since James Day Construction, Inc. has successfully fulfilled the terms of the contract. Failure to adopt the Notice of Completion will prevent release of retention, which could result in adverse claims.

**OTHER AGENCY INVOLVEMENT:**

Sheriff's Office and the Department of General Services - Facilities Operations personnel participated in the project design and construction oversight phases. The Department of Resource Management, Building and Safety Division, provided building inspection and code compliance services for the Project. County Counsel provided legal guidance during the course of the Project.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**

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

**NOTICE OF COMPLETION**

NOTICE IS GIVEN that the undersigned:

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

Project: Claybank Emergency Generator Replacement

Address: 2500 Claybank Road, Fairfield, CA 94533

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

Parcel #(s): 0170-050-320

That the contract for the performance of such work was awarded to James Day Construction Inc. dba Coastal Mountain Electric of Lower Lake; that said work was completed on October 12, 2018 and was accepted by the Board of Supervisors and said County of Solano on November 6, 2018; and that James Day Construction Inc. dba as Coastal Mountain Electric was the contractor; and furthermore, that American Contractors Indemnity Company was the surety on the contractor's bonds.

State of California}  
County of Solano}

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

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

Attested:

By \_\_\_\_\_ Date \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk,  
Solano County Board of Supervisors

**Claybank Emergency Generator Replacement Project  
2500 Claybank Road, Fairfield**

**Summary of Project Budget and Expenses**

<b>Approved Project Budget</b>	<b>\$ 390,000</b>
<hr/>	
<b>Total Project Budget</b>	<b>\$ 390,000</b>
<hr/>	
<b>Construction Expense</b>	
Construction Contract	\$ 159,890
Change Order #1&2	\$ 9,822
Credit for Unused Permit Fee Allowance	\$ (1,911)
<hr/>	
<b>Construction Expense</b>	<b>\$ 167,801</b>
<hr/>	
<b>Other Project Expense</b>	
Project Management	\$ 67,000
Engineering and Design Fees	\$ 22,500
Permits / Inspections	\$ 1,744
Miscellaneous Expense	\$ 8,479
<hr/>	
<b>Total Other Project Expense</b>	<b>\$ 99,723</b>
<hr/>	
<b>Total Project Expense</b>	<b>\$ 267,524</b>
<hr/>	
<b>Project Fund Balance</b>	<b>\$ 122,476</b>
(Balance to be returned to Temporary Facility Construction Fund)	<hr/>



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	10	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Contract	<b>Department:</b>	General Services
<b>File #:</b>	18-769	<b>Contact:</b>	Mark Hummell, 784-3195
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve an agreement with Division 5-15, Inc. of Gold River, CA for \$147,515 for the Family Justice Center Heating, Ventilation and Air Conditioning (HVAC) Replacement Project at 604 Empire Street, Fairfield; and Authorize the County Administrator or designee to execute the agreement and any amendments within the approved project budget		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Contract, B - Project Funding & Budget Summary, C - Bidders of Record		

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

Public Hearing Required? Yes ☐ No ☒

### **DEPARTMENTAL RECOMMENDATION:**

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

1. Approve an agreement with Division 5-15, Inc. of Gold River, CA for \$147,515 for the Family Justice Center Heating, Ventilation and Air Conditioning (HVAC) Replacement Project at 604 Empire Street, Fairfield; and
2. Authorize the County Administrator or designee to execute the agreement and any amendments within the approved budget.

### **SUMMARY:**

The Department of General Services recommends the Board approve an agreement (Attachment A) for \$147,500 with Division 5-15, Inc. as the lowest responsible bidder for the Family Justice Center HVAC Replacement Project (Project) located at 604 Empire Street in Fairfield.

### **FINANCIAL IMPACT:**

The total approved budget for the Project is \$315,000. The budget includes the recommended construction contract of \$147,515; project management costs of \$45,000; engineering and design fees of \$36,500; permits and advertisement of \$7,000; and contingency of \$78,985. The project is financed by the Criminal Justice Facility Temporary Construction Fund (Budget Unit 4131) with funds residing in Accumulated Capital Outlay (Budget Unit 1739). Attachment B provides breakdown of the funding source and estimated project budget for the Project.

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

FY2018/19 Adopted Budget.

**DISCUSSION:**

The Project consists of replacement of existing rooftop HVAC units and existing ductwork, and repairing minor existing ductwork defects. Further investigation of rooftop HVAC unit conditions during the design of the Project revealed opportunities to reduce costs by right-sizing and reducing the number of units.

The Project was advertised as required by Public Contract Code. A total of four bids were received (Attachment C) with Division 5-15, Inc. the lowest responsible bidder. The Department of General Services recommends the Board approve a contract for \$147,515 with Division 5-15, Inc. of Gold River to construct the Project.

**ALTERNATIVES:**

The Board could reject, postpone, or re-bid the project. These actions are not recommended because the Project is needed to improve the indoor air quality of the building, costs may escalate with time, and the bid process was conducted in conformance with the Public Contract Code.

**OTHER AGENCY INVOLVEMENT:**

The Department of General Services Facilities Operation Division was consulted during preparation of the plans and technical specifications for the project. The Department of Resource Management Building and Safety Division reviewed and approved the Project plans. County Counsel reviewed and approved the contract as to form.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**

## **AGREEMENT**

This Agreement is made as of the 6<sup>th</sup> day of November, 2018 between the **COUNTY OF SOLANO**, a political subdivision of the State of California, (referred to as 'Owner') and **Division 5-15, Inc.** (referred to as "Contractor") for the following Project:

The Project: **Solano County Family Justice Center HVAC Replacement**  
604 Empire Street, Fairfield CA 94533

Architect/Engineer: **Cannon Design**  
202 Green Street, San Francisco, CA 94111

The Owner and the Contractor agree as set forth below.

### **ARTICLE 1** **THE CONTRACT DOCUMENTS**

The Contract documents consist of this Agreement, the General Conditions and those documents enumerated in Sub-paragraph 1.1.1 of the General Conditions, which documents are incorporated into and made a part of this Agreement

### **ARTICLE 2** **THE WORK**

The Contractor shall perform all the Work required by the Contract Documents for **Solano County Family Justice Center HVAC Replacement Project, 604 Empire Street, Fairfield, CA.**

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

The Work to be performed under this Contract shall commence no later than five calendar days after the Notice to Proceed is issued to the Contractor, and shall be carried out and completed according to the schedule set forth in Document 00 73 00/ Supplementary Conditions, Section 00 11 00/ Notice to Bidders and Section 01 32 16/ Construction Progress Schedules and Reports.

The Contractor agrees that the Work will be substantially completed in 60 calendar days from the Notice to Proceed. The Contractor agrees that the County will suffer economic damages, which may be difficult to quantify, in the event that the Work is not completed within this time period and therefore, Contractor agrees to pay the County liquidated damages in the amount outlined in Document 00 73 00/ Supplementary Conditions, Article 1.4, Liquidated Damages for each and every calendar day of delay beyond the 60 calendar days provided above.



**ARTICLE 4**  
**CONTRACT SUM**

The County shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order or as otherwise provided in the Contract Documents, a total Contract Sum of **\$147,515.00**.

**ARTICLE 5**  
**PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Project Manager by the Contractor and Project Certificates for Payment issued by the Project Manager/Architect, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents as follows:

Progress Payments: The Contractor shall on or before the first day of each month, make an estimate of the work performed during the preceding month and submit same to the Project Manager for checking and approval. On or about the 20th day of the month following the month in which the work was performed, the County shall pay to the Contractor ninety-five (95%) percent of the value of said work in place, as checked and approved by the Project Manager. The balance of five (5%) percent of the estimate shall be retained by the County until the time of final acceptance of said work.

The remaining retention would be held until 35 days after the Notice of Completion is filed with the Solano County Recorder's Office and completed according to Section 01 77 00/ Contract Closeout Procedures.

**ARTICLE 6**  
**FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed, the Architect has issued a Project Certificate for Payment which approves the final payment due the Contractor, Board of Supervisors of Solano County has formally accepted the project as complete by Resolution and Notice of Completion filed by the County Recorder's Office.

**ARTICLE 7**  
**MISCELLANEOUS PROVISIONS**

- 7.1 **Terms.** Terms used in this Agreement, which are defined in the Document 00 72 00/ General Conditions of the Contract for Construction, shall have the meanings designated in those Conditions.
- 7.2 **Notices.** Notices shall be addressed as follow:

OWNER:  
**COUNTY OF SOLANO**  
**Birgitta E. Corsello, County Administrator**  
675 Texas Street, Suite 2500  
Fairfield, CA 94533

CONTRACTOR:  
**Division 5-15, Inc.**  
**Sandra Osborn, President**  
2381 Gold River Road, Suite A  
Gold River, CA 95670

- 7.3 **Prevailing Wages.** The Contractor agrees that State Prevailing Wages apply to this Project and that the Contractor will pay the rates for each trade or craft and shall require the subcontractors on the project to pay the rates for each trade and craft. The Payroll Submittal Information attached as Section 00 45 46 - Payroll Information is incorporated as if set forth in full and is a part of this Contract. The Contractor agrees to repay the County any and all amounts paid to any subcontractor in violation of Public Contract Code Section 6109.
- 7.4 **Execution of Contract in Counterparts.** This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.


**ARTICLE 8**  
**EXECUTION OF AGREEMENT**

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

COUNTY:

CONTRACTOR:

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

By: \_\_\_\_\_  
Sandra Osborn  
Division 5-15, Inc.

Date: \_\_\_\_\_

Date: 10-12-18

APPROVED AS TO FORM:

County Counsel of Solano County, California

By: \_\_\_\_\_  
Bernadette Cury, Dyer

**FAMILY JUSTICE CENTER HVAC REPLACEMENT  
604 EMPIRE STREET, FAIRFIELD, CA**

**Project Funding**

BU 1739 (Criminal Justice Temporary Construction Fund)	\$	315,000
<b>Total Project Funding</b>		<b>\$ 315,000</b>

**Construction Budget**

Construction Contract	\$	147,515
Project Management	\$	45,000
Engineering and Design Fees	\$	36,500
Permits / Advertisement	\$	7,000
Contingency	\$	78,985
<b>Total Estimated Project Budget</b>		<b>\$ 315,000</b>

Family Justice Center HVAC Replacement Project  
604 Empire Street, Fairfield

Name of Firm	Location	Bid
Division 5-15, Inc.	Gold River	\$ 147,515
Galaxy Construction Services, Inc.	Pleasant Hill	\$ 239,000
Hometown Construction, Inc.	Rio Linda	\$ 232,626
S & H Construction	Fremont	\$ 279,000



# Solano County

675 Texas Street  
Fairfield, California 94533  
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## Agenda Submittal

<b>Agenda #:</b>	11	<b>Status:</b>	Consent Calendar
<b>Type:</b>	ATR	<b>Department:</b>	General Services
<b>File #:</b>	18-771	<b>Contact:</b>	Mark Hummell, 784-3195
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve an Appropriation Transfer Request for \$45,000, to perform two paving improvement projects at the Agricultural Commissioner Facility located at 2543 Cordelia Road in Fairfield, CA, funded by the Capital Renewal Reserve Fund to the Accumulated Capital Outlay Fund (4/5 vote required); and Authorize the County Administrator, or designee, to sign all documents, including any modifications and amendments necessary for the paving improvement projects within the approved budget		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Funding Source & Project Expense - Project One, B - Funding Source & Project Expense - Project Two		

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

### DEPARTMENTAL RECOMMENDATION:

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

1. Approve an Appropriation Transfer Request for \$45,000 to perform two paving improvement projects at the Agricultural Commissioner Facility located at 2543 Cordelia Road in Fairfield, CA funded by the Capital Renewal Reserve Fund to Accumulated Capital Outlay Fund (4/5 vote required); and
2. Authorize the County Administrator, or designee, to sign all documents, including any modifications and amendments necessary for the paving improvement projects within the approved budget.

### SUMMARY:

The Department of General Services recommends the Board to approve an Appropriations Transfer Request (ATR) and corresponding project budget so that the two paving improvement projects (Paving Projects) at the County site located at 2543 Cordelia Road can proceed to improve soil stability and weatherize unpaved areas prior to the full onset of this year's rainy season.

### FINANCIAL IMPACT:

The total budget for the two Paving Projects, if approved by the Board, would be \$45,000 (\$30,000 for Paving Project One and \$15,00 for Paving Project Two) funded by the Capital Renewal Reserve Fund with funds residing in Accumulated Capital Outlay (ACO) Budget Unit 1720. Budget Unit 1720 has a current approved budget of \$481,697 designated for the domestic water service line project currently underway. Attachments A

& B provide breakdown of the estimated project cost and funding sources for each of the two Paving Projects. Funding approval will bring the total balance within Budget Unit 1720 to \$526,697.

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

### **DISCUSSION:**

On October 8, 2013, the Board of Supervisors adopted Resolution No. 2013-180 and Ordinance No 2013-1741 to establish the California Uniform Public Construction Cost Accounting Act (UPCCAA) Procedures and Policies as a County program and project delivery process. The Ordinance became effective on November 22, 2013. Under UPCCAA, work can be performed by County employees by force account or negotiated purchase order if the total cost of each project is less than \$45,000. The two paving improvement projects would be performed and managed by the Department of Resource Management, Public Works Division with the Department of General Services, Capital Projects Management Division providing coordination and support as needed and requested by Public Works.

To accommodate ongoing operations by Agricultural Commissioner and General Services Surplus Warehouse, two separate Paving Projects will be performed by Public Works. Paving Project One will improve paving in the parking along the southern fence near the Surplus Warehouse by extending the existing paving area, while Paving Project Two will improve paving in the northern parking area, near the Agricultural Commissioner's Office. Work to be performed by the Resource Management, Public Works Operations crew for the two project locations includes the following: 1) establish rough grade 2) compact and finish the subgrade to maintain existing drainage patterns; and, 3) place asphalt concrete and compact to a smooth finish. This work is anticipated to take about two days for each project location.

Paving Project One was performed during the week of October 8-12, 2018 under authority and direction of the County Administrator, in advance of potential inclement weather. The Department of Resource Management, Public Works Division will monitor the drainage associated with Paving Project One after rains have occurred and will make any final adjustments as needed. Public Works is also in the process of assembling costs which are expected to be finalized in December 2018. To avoid removal of otherwise newly installed paving, Paving Project Two must occur after trenching for the domestic water service line currently underway is completed at the Cordelia site. The Board authorized the domestic water service line installation project on September 25, 2018. On this basis, Paving Project Two will be performed in November 2018 according to the current schedule. The condition of existing paving outside of the scope of the two paving projects is under evaluation by County staff and may be included in future capital renewal requests if warranted.

### **ALTERNATIVES:**

1. The Board could elect not to approve the ATR for the Paving Projects. This action is not recommended because the Projects are needed to stabilize soil and further weatherize unpaved areas prior to the full onset of the rainy season.
2. The Board could elect not to delegate signing authority for the Paving Projects. This action is not recommended since prompt signing of the ATR and all documents, including modifications and amendments, is necessary for the Paving Projects.

### **OTHER AGENCY INVOLVEMENT:**

The Department of Resource Management, Building and Safety Division will act as the Authority Having Jurisdiction over the Paving Project based on engineering documents and improvements prepared and

constructed by the Public Works Division. County Counsel provided legal support and guidance pertaining to the Paving Projects.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

**PAVING PROJECT ONE  
SOUTH PARKING AREA  
2543 CORDELIA ROAD, FAIRFIELD**

**Project Funding Source**

BU 1720 (Capital Renewal Reserve Fund)	\$	30,000
<b>Total Project Budget</b>		<b>\$ 30,000</b>

**Project Expense**

Construction Cost	\$	21,500
Project Management	\$	2,000
Engineering and Design Fees	\$	2,500
Permits / Inspections		
Miscellaneous Expense (Advertising, Prints, Mailing, etc)		
Contingencies	\$	4,000
<b>Estimated Project Cost</b>		<b>\$ 30,000</b>



**PAVING PROJECT TWO  
NORTH PARKING AREA  
2543 CORDELIA ROAD, FAIRFIELD**

**Project Funding Source**

BU 1720 (Capital Renewal Reserve Fund)	\$	15,000
<b>Total Project Budget</b>		<b>\$ 15,000</b>

**Project Expense**

Construction Cost	\$	11,500
Project Management	\$	1,000
Engineering and Design Fees	\$	1,000
Permits / Inspections		
Miscellaneous Expense (Advertising, Prints, Mailing, etc)		
Contingencies	\$	1,500
<b>Estimated Project Cost</b>		<b>\$ 15,000</b>



# Solano County

675 Texas Street  
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## Agenda Submittal

<b>Agenda #:</b>	12	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Contract	<b>Department:</b>	Information Technology - Registrar of Voters
<b>File #:</b>	18-765	<b>Contact:</b>	Ira Rosenthal, 784-2703
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve 2 agreements with CherryRoad Technologies, Inc. for technical services, one associated with the implementation of the eBenefits Phase II project in the County's Human Resources Benefits Administration Application for \$146,640, and the second in support of the Auditor Controller's Office for automating payroll processes for \$25,600, with terms for both agreements being November 6, 2018 through June 30, 2019; and Authorize the Chief Information Officer to execute the agreements and any amendments within 10% of the contract amounts		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Agreement - eBenefits, B - Agreement - Payroll		

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

### DEPARTMENTAL RECOMMENDATION:

The Department of Information Technology recommends that the Board of Supervisors:

1. Approve an agreement for \$146,640 with CherryRoad Technologies, Inc. for technical support services associated with the implementation of new functionality in Solano County's PeopleSoft eBenefits Application for the term of November 6, 2018 through June 30, 2019; and
2. Approve an agreement for \$25,600 with CherryRoad Technologies, Inc. for technical support services associated with the automation of payroll processes in Solano County's PeopleSoft Application for the term of November 6, 2018 through June 30, 2019; and
3. Authorize the Chief Information Officer to execute the agreements and any amendments within 10% of the contract amount.

### SUMMARY/DISCUSSION:

The Department of Information Technology is recommending that the Board approve two agreements with CherryRoad Technologies, Inc. for \$146,640 for the implantation of PeopleSoft's eBenefits functionality, and \$25,600 for the automation of payroll processes related to retro pay processing and CALPERS reporting.

The PeopleSoft Human Resources and Payroll System has been in use by the County since the 1990's. It currently provides payroll processing and benefits administration for all County employees. CherryRoad has

assisted the County in previous PeopleSoft projects including major system upgrades and the recently completed eBenefits Phase I project to implement the BenAdmin module.

**eBenefits Phase II**

Implementation of the BenAdmin module automated the administration of benefits using eligibility rules and event rules. Prior to implementation of BenAdmin, benefit program and benefit plan eligibility and maintenance of employee enrollments was performed manually. With BenAdmin in place, the system automatically determines program and plan eligibility based on rules established in the system, automates benefits changes based on life events (such as new hire, family status changes, Cobra eligibility, etc.), and ensures data integrity. Phase II of the eBenefits project implements employee self-service and other automation features for the benefits open enrollment processes.

In addition to the configuration of event and eligibility rules for open enrollment, CherryRoad will provide technical analysis and specifications for changes to interfaces for the County deferred compensation programs, flexible spending, long-term disability, and life insurance providers. CherryRoad will also create training materials for end users and functional leads/power users and conduct train the trainer sessions. The full scope of the project is defined in Exhibit A of the proposed agreement (Attachment A).

**Retro Pay and CALPERS Reporting**

The automation of the Retro Pay module will reduce the manual intervention needed to ensure correct pay each pay period. In addition to the automation of Retro Pay, CherryRoad will improve the CALPERS reporting process to include the newly enhanced retro pay process which will reduce staff time. This new process has the potential of saving the County 80 staff hours per pay period. CherryRoad will also create training materials for end users and functional leads/power users and conduct train the trainer sessions. The full scope of the project is defined in Exhibit A of the proposed Agreement (Attachment B).

**FINANCIAL IMPACT:**

The agreements provide for the County to pay a maximum of \$146,640 and \$25,600, for eBenefits and Retro Pay and CALPERS Reporting, respectively. There are sufficient budget appropriations for these projects in the Department of Information Technology's FY2018/19 budget and it is already included in budgeted allocations to departments.

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 to not approve these Agreements but this is not recommended. CherryRoad Technology, Inc. is familiar with the County's Oracle/PeopleSoft Human Resources/Payroll system, configurations, customizations and has historically provided excellent service. More significantly, the eBenefits Phase II implementation automates the benefits enrollment process for Human Resources which will significantly reduce manual entry and errors, and allow staff to improve efficiencies and provide better service to employees. The Retro Pay and CALPERS reporting is estimated to save 80 hours per week in staff time, representing increased efficiencies and future savings to the County.

**OTHER AGENCY INVOLVEMENT:**

County Counsel, Human Resources, Auditor/Controller, and the Department of Information Technology were involved in the development and review of the contracts with CherryRoad Technologies, Inc. and concur with the recommendation to approve these agreements.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



**County of Solano  
Standard Contract**

*For County Use Only*  
**CONTRACT NUMBER**  
Page Division FY #  
1718-1871-01

**BUDGET ACCOUNT**  
1871

**SUBJECT ACCOUNT**  
2250

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

CherryRoad Technologies, Inc.  
CONTRACTOR'S NAME

2. The Term of this Contract is:  
November 6, 2018 to June 30, 2019

3. The maximum amount of this Contract is:  
  
\$146,640

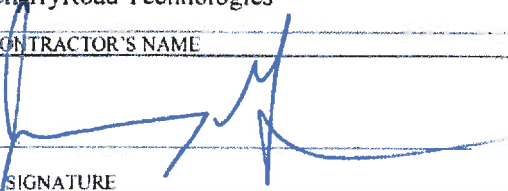
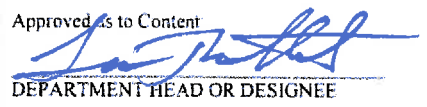

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A -- Scope of Work

Exhibit B -- Budget Detail and Payment Provision

Exhibit C -- General Terms and Conditions

This Contract is made on \_\_\_\_\_, 2018.

CONTRACTOR		COUNTY OF SOLANO	
CherryRoad Technologies CONTRACTOR'S NAME		AUTHORIZED SIGNATURE	
 SIGNATURE		TITLE	
Jeremy Gulban, Chief Executive Officer PRINTED NAME AND TITLE		675 Texas Street, Suite 3700 ADDRESS	
301 Gibraltar Dr, Suite 2C ADDRESS		Fairfield	CA 94533
MORRIS PLAINS		CITY	STATE ZIP CODE
MORRIS PLAINS	New Jersey	07950	
CITY	STATE	ZIP CODE	
		Approved as to Content  DEPARTMENT HEAD OR DESIGNEE	
		Approved as to Form  COUNTY COUNSEL	

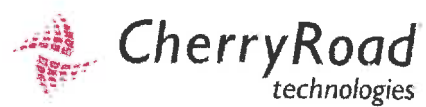
**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

**EXHIBIT A**  
**SCOPE OF WORK**

1. Contractor shall perform those services specified here. Contractor's services are described in various attachments and exhibits, each of which is incorporated into this Contract by this reference which define and describe the Project to be undertaken by Contractor. County has materially relied upon the representations of Contractor as may have been made in County's selection of Contractor for this Project. Contractor agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified.

The Scope of Services includes the following document:

- a. Contractor's Statement of Work for the Project, entitled "Statement of Work Solano County, September 14<sup>th</sup>, 2018" attached as Exhibit A-1.



# **Statement of Work**

**Solano County**

September 14<sup>th</sup>, 2018

**Table of Contents**

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2.0 Project Staffing/Roles and Responsibilities ..... 5

3.0 Assumptions..... 7



## 1.0 Project Scope & Timeline

### Project Background

Building off of a history of a successful partnership Solano County contacted CherryRoad to provide additional implementation assistance. CherryRoad had assisted the County with the prior v9.2 HCM upgrade, eBenefits implementation, as well as ACA functionality. The latest request is partially driven by the need to implement and/or modify Open Enrollment functionality.

### Project Initiative

The following identifies the high-level scope for the configuration of PeopleSoft's Open Enrollment functionality following the completion of the Phase 1 eBenefits implementation scope.

- Review/ Modify/ Add event and eligibility rules where needed
- Identify the benefit plans that the employees can enroll in for the open enrollment event and update the OE event rules for each plan type
- Review/update the geographical location table
- Review/update the rate table changes that will go into effect for the next calendar year
- Review/update benefit plan eligibility rules
- Identify and update changes that need to be made to the benefit programs including attaching the geographical location table to the health plans.
- Review/update the eBenefits text for the open enrollment event
- Evaluate and analyze any problem/issue for a resolution
- Work with County user(s) to implement and test the agreed upon solution.
- CherryRoad will review and provide specifications for the following interfaces:
  - 2 Deferred Comp Plans interfaces to providers which includes 457 and 401(a) plans
  - 1 Flexible Spending Account interface to a provider
  - 1 Life & LTD interface to a provider
- CherryRoad has included an optional technical effort in the event the County requests assistance with the interfaces.
- Work with CherryRoad technical resources as needed to analyze and develop solutions to issues
- Follow existing County migration policies working with the County for any solution that impacts production
- CherryRoad will identify the training materials needed and create training materials for end users and functional leads/power users followed by conducting a train the trainer session(s). CherryRoad will vet the requirements to get a better sense of the training needed and we can better estimate this effort once the implementation has started.

### Anticipated Timeline

Phase 2 takes approximately four (4) months and focuses on making the necessary Benefit Administration changes in preparation for Open Enrollment. The phases will run concurrently for the first three months. The graphic below shows the suggested timeline. It is important to note that following the requirements gathering there may be a need to increase/ decrease the timeline as scope is fully flushed out.

Phase 2 - Open Enrollment	Month 1	Month 2	Month 3	Month 4
Requirements				
Design/ Develop				
Testing & Training				
Deployment				
OE Support				

For each of the stages of the implementation CherryRoad will provide a deliverable as a milestone for review by the County. The deliverables will include:

Stage	Deliverable	Description
Stage 1 – Requirements	Scope Document	The Project Scope Document deliverable is an MS Word document that lists the application features and RICEFW development that will be included in the project.
Stage 2 – Design & Development	Test Plan	The Test Plan will outline the timing and tasks to accomplish complete testing of the system. The Test Plan will describe in detail, all the requisite steps to fully test the system. CherryRoad will provide a standard set of scripts for the County to review/ modify/ add/ delete.
Stage 3 – Testing & Training	Deployment Plan	The Deployment Plan deliverable outlines the CherryRoad and County activities to transition to the production systems for Go Live. The Deployment Plan deliverable will identify all of the dependencies for initiating the cutover to production, the production migration itself, and the post-implementation processes that must be executed to stabilize the deployment.
Stage 4 – Deployment & Support	Final Acceptance	The Final Acceptance deliverable documents the County's acknowledgment of the satisfactory completion of the system deployment. The acceptance is based on the execution of the Deployment Plan.

## 2.0 Project Staffing/Roles and Responsibilities

In developing our approach and timeline CherryRoad has put together a staffing plan that combines CherryRoad and County resources. The information below describes the different roles and responsibilities that will be integral to the success of the project.

### *CherryRoad Implementation Team*

CherryRoad will provide a strong implementation team that will deliver superior results to the County. The following are the roles and responsibilities related to the services outlined.

#### Engagement Manager

The Engagement Manager works directly with the County in providing analysis of tools and application updates, action plans, and overall client scheduling.

- The Engagement Manager acts as the escalation point for any issues the County feels needs to be escalated.
- The Engagement Manager has overall responsibility for the delivery and overall customer satisfaction.

#### Project Manager/Senior Functional Lead

The CherryRoad Senior Functional Lead will field PeopleSoft related questions that arise from this project. This resource will possess knowledge of the application and will execute on the following activities:

- Creation of a Project Plan
- Creation of Project Standards
- Identify and document Project scope through information gathering sessions
- Communicate with County users to fully understand and document the requirements
- Evaluate and analyze any problem/issue for a resolution.
- Work with County user(s) to implement and test the resolution.
- Work with CherryRoad technical resources as needed to analyze and develop resolutions to issues.
- Follow existing County migration policies working with the County for any resolution that impacts production.
- Schedules monthly stake holder meetings for steering committees.
- Work with the county on Test Plan for Unit, System and User Acceptance testing.
- Application configuration documentation.
- Deployment plan creation.
- Creation of training materials for end users and functional leads/power users.

### Technical Consultant(s)

CherryRoad Technical Consultant(s) will field PeopleSoft related questions as well assist in the development of customizations, if any that arise from this project. These resources will possess knowledge of the application and as the scope of work becomes clearer there may be items added/removed as mutually agreed between CherryRoad and Solano County. The key items are as follows:

- Work with CherryRoad functional resources to evaluate and analyze the problem/issue.
- Work with County user to implement and test the resolution.
- Work with County technical resources as needed to analyze and develop resolutions to issues.
- Complete development as needed
- Follow existing County migration polices working with the County for any resolution that impacts production.

### *Solano County Implementation Team*

The County team will be comprised of a combination of leadership, Subject Matter Experts (SME's), and infrastructure/ technical resources. The following responsibilities will be needed to assist in the implementation:

- Provide a project lead/manager to work with their CRT counterpart
- Will have an escalation process in place in the event a major decision is needed.
- Provide all the relevant SMEs to provide requirements, design decisions, review/ modify/ add/ delete scripts from standard list provided by CherryRoad, participate in testing, and conduct training to the end users Will have a DBA/PS Admin available for the various database activity needed to complete this project.
- Create a change management strategy that includes communication of the new processes developed.
- Training and Logistics support activities once the train-the-trainer session has been delivered by CRT.
- Lead all phases of testing by coordinating with CRT test plan.

### 3.0 Assumptions

- The County will appoint a project manager who will be empowered with the necessary authority to make reasonable decisions
- The County Project Manager and CRT functional consultant will meet periodically to revise and adjust staff as needed.
- Issues will be identified and resolved in a timely manner so that they will not affect milestones and timeframes.
- All estimates are based on our high-level understanding of the scope and requirements as of this writing of this SOW. Should additions or clarifications to requirements be discovered then approach, timeline and cost will need to be revisited by project leadership.
- Client will provide access into their PeopleSoft environments via VPN or other secure technologies. There may be a need for a remote desktop.
- If onsite work is required there will be adequate work space and access to internet, phone, etc.
- All work, outside of the requirements gathering, will be performed remotely
- Detailed project plan and milestones to be completed upon finalization of scope.
- Solano will provide a point of contact for any project escalations.
- Solano will provide all DBA and PS Administrative activities and tasks (i.e. creating environments, backups, and refreshes).
- Solano will be responsible to retrofit security, interfaces, reports and queries unless otherwise agreed upon by CherryRoad.
- Testing will be led by Solano County with input from CRT.
- The scope of work does not include anything outside of Open Enrollment and interface specifications
- The county will provide a development and testing environment that is a close copy of the current Production system.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**METHOD OF PAYMENT**

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall endeavor to, within thirty days of receipt, pay Contractor for services rendered, up to the maximum amount provided for below. Each invoice must specify services rendered, to whom, date of service and the amount being charged.

Pricing/Timing may be adjusted based on the results of the requirements gathering sessions. The scope assessment will be done at the completion of the Gather Requirements task identified below. It is expected to be a brief two (2) week assessment to clarify scope of the Open Enrollment implementation.

**Phase II**

Phase 2 - Open Enrollment	Month 1	Month 2	Month 3	Month 4	Total	County SME FTE	County SME Hours	Rate	Price
Requirements	120				120	0.5	60	\$ 187	\$ 22,440.00
Design/ Develop	40	120			160	0.25	40	\$ 165	\$ 26,400.00
Testing & Training		120	120		240	0.5	120	\$ 165	\$ 39,600.00
Deployment			40		40	0.5	20	\$ 165	\$ 6,600.00
OE Support				120	120	0.5	60	\$ 165	\$ 18,600.00
Subtotal	160	240	160	120	680		300		\$ 113,640.00

\*CherryRoad has included expenses for our Project Manager/ Functional lead to be onsite for requirement gathering. If additional onsite work is needed CherryRoad will work with the County to address budget impacts.

**Optional Technical Pricing**

Additional Technical Assistance	Total	County SME FTE	County SME Hours	Rate	Price
Technical Lead	20%			\$ 165	\$ 33,000.00

**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:<br>(Including operations, products<br>and completed operations.) | <b>\$1,000,000</b>                      | 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:   | <b>\$1,000,000</b>                      | per accident for bodily injury and property damage.   |
| (3) Workers' Compensation:  | As required by the State of California. |   |
| (4) Employer's Liability:   | <b>\$1,000,000</b>                      | 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:        | <b>\$1,000,000</b> | 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: | <b>\$2,000,000</b> | 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. DISCLAIMER OF WARRANTIES**

THE WARRANTIES CONTAINED HEREIN ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES. CONTRACTOR AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT THE CONTRACTOR KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

### **39. LIMITATION OF LIABILITY**

EXCEPT WITH RESPECT TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN AND NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE EXCEPTING THAT LIABILITY ARISING OUT OF OR DUE TO EITHER PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. ANY LIABILITY INCURRED BY CONTRACTOR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF ALL FEES AND EXPENSES ACTUALLY PAID BY SOLANO COUNTY TO CONTRACTOR UNDER THIS AGREEMENT.

### **40. NON-SOLICITATION**

Contractor and Solano County agree that neither party shall directly or indirectly solicit for employment any employee of the other party. This clause shall remain in effect during the term of this agreement and for a period of one year after the termination of this agreement, unless prior written consent of the other party is first obtained. Parties acknowledge that such restriction does not apply to any employee of Contractor who applies for employment through the County's civil service process.

**41. 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.



**County of Solano  
Standard Contract**

*For County Use Only*  
**CONTRACT NUMBER:**  
(Dept., Division, FY, #)  
1718-1871-01

**BUDGET ACCOUNT:**  
1871

**SUBJECT ACCOUNT:**  
2250

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

CherryRoad Technologies, Inc  
CONTRACTOR'S NAME

2. The Term of this Contract is:  
November 6, 2018 to June 30, 2019

3. The maximum amount of this Contract is:  
\$25,600

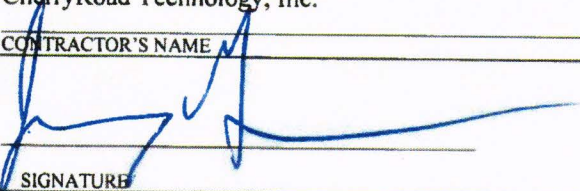
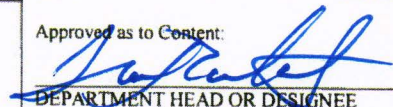

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on \_\_\_\_\_, 2018.

CONTRACTOR	COUNTY OF SOLANO
CherryRoad Technology, Inc.	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
	TITLE
SIGNATURE	675 Texas Street, Suite 3700
Jeremy Gulban, Chief Executive Officer	ADDRESS
PRINTED NAME AND TITLE	Fairfield CA 94533
301 Gibraltar Dr, Suite 2C	CITY STATE ZIP CODE
ADDRESS	Approved as to Content:
Morris Plains New Jersey 07950	
CITY STATE ZIP CODE	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	
	COUNTY COUNSEL

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

Rev. 1/25/12

**EXHIBIT A**  
**SCOPE OF WORK**

1. Contractor shall perform those services specified here. Contractor's services are described in various attachments and exhibits, each of which is incorporated into this Contract by this reference which define and describe the Project to be undertaken by Contractor. County has materially relied upon the representations of Contractor as may have been made in County's selection of Contractor for this Project. Contractor agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified.

The Scope of Services includes the following document:

- a. Contractor's Statement of Work for the Project, entitled "Statement of Work Solano County – Payroll AIR June 11, 2018" attached as Exhibit A-1.



**Statement of Work**  
**Solano County – Payroll AIR**

June 11, 2018

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## 1.0 Project Scope & Timeline

### Project Background

Building off a history of a successful partnership Solano County contacted CherryRoad to provide additional implementation assistance. CherryRoad had assisted the County with the prior v9.2 HCM upgrade as well as the ACA functionality. The latest request is partially driven by the need to revamp Retro and CalPERS processes.

### Project Scope

#### **RETRO PROCESS**

Goal: to improve the current retro pay process and to create a retro Ben/Ded process that will

- Automatically produce more accurate and consistent retro pay calculations
- Create a calculation base that will allow for detailed retro pay reporting to CalPERS with little or no manual intervention
- Allow for automated retro calculation of benefit related payroll deductions and earnings

#### **Enhance Existing Retro Pay Process**

- Review for “Best Business Practice” of current Retro Pay process configuration the following:
  - Retro Pay Program(s)
  - Retro Trigger Program(s)
  - Retro Pay
    - Create new, better defined retro pay earning codes to allow for PERS reporting enhancements
  - Retro Ben/Ded
  - Mass Retro

#### **Create new Retro Ben/Ded Process**

- Create totally new process to accurately and automatically calculate benefit related:
  - Earnings
    - Waive
    - cafeteria earns
    - “extra” med earns
  - Benefit Deductions for:
    - Employee
    - Employer

#### **CALPERS REPORTING**

Goal: to improve and fully automate the current CalPERS reporting process

#### **Enhance Existing CalPERS Reporting process**

- “In House” prep work with existing functionality and
  - Review all PERS related system configuration (table set-up) to ensure
    - Correct pay



- Reporting compliance
- Create any new codes for
  - Special comp
    - K9 Pay
    - Uniform Allowance (for issued or maintained uniforms)
      - Revisit/Redefine uniform reporting
- Building upon new and improved Retro Pay processes
  - Modify CalPERS table build to
    - Break out any earnings and associated contributions (i.e. EE and ER deductions) for prior service periods reported on a paycheck in addition to (or subtraction from) current earnings
    - Correctly identify prior service periods
      - Dates: must be 14 day bi-weekly calendar
      - Earning type: regular vs. special comp
        - Special comp must be individually identified
      - Correctly calculate contributions for each individual prior service period
  - Certify current XML file build process remains functional and acceptable to and complaint with CalPERS specifications.
  - Modify XML file build process if necessary

### Anticipated Timeline

CherryRoad has developed an approach that utilizes our proven SDLC methodology. The engagement will take approximately four (4) weeks and delivers the initial Retro and CalPERS functionality. The graphic below shows the suggested timeline. It is important to note that following the requirements gathering there may be a need to increase/ decrease the timeline as scope is fully flushed out.

Stage	Week 1		Week 2		Week 3		Week 4	
Gather Requirements								
Design/Develop								
Testing & Training								
Deployment and Support								

## 2.0 Project Staffing/Roles and Responsibilities

In developing our approach and timeline CherryRoad has put together a staffing plan that combines CherryRoad and County resources. The information below describes the different roles and responsibilities that will be integral to the success of the project.

### *CherryRoad Implementation Team*

CherryRoad will provide a strong implementation team that will deliver superior results to the County. The following are the roles and responsibilities related to the services outlined:

#### Engagement Manager

The Engagement Manager works directly with the County in providing analysis of tools and application updates, action plans, and overall client scheduling.

- The Engagement Manager acts as the escalation point for any issues the County feels needs to be escalated.
- The Engagement Manager has overall responsibility for the delivery and overall customer satisfaction.

#### Project Manager/Senior Functional Lead

The CherryRoad Project Manager Senior Functional Lead will field PeopleSoft related questions that arise from this project. This resource will possess knowledge of the application and will execute on the following activities:

- Creation of a Project Plan
- Creation of Project Standards
- Identify and document Project Scope through information gathering sessions
- Communicate with County users to fully understand and document the requirements
- Evaluate and analyze any problem/issue for a resolution.
- Work with County user(s) to implement and test the resolution.
- Work with CherryRoad technical resources as needed to analyze and develop resolutions to issues.
- Follow existing County migration policies working with the County for any resolution that impacts production.
- Schedules monthly stake holder meetings for steering committees.
- Work with the County on Test Plan for Unit, System and User Acceptance testing.
- Application configuration documentation.
- Deployment plan creation.

### **Technical Consultant(s)**

CherryRoad Technical Consultant(s) will field PeopleSoft related questions as well assist in the development of customizations, if any that arise from this project. These resources will possess knowledge of the application and as the scope of work becomes clearer there may be items added/removed as mutually agreed between CherryRoad and Solano County. The key items are as follows:

- Work with CherryRoad functional resources to evaluate and analyze the problem/issue.
- Work with County user to implement and test the resolution.
- Work with County technical resources as needed to analyze and develop resolutions to issues.
- Complete development as needed.
- Follow existing County migration policies working with the County for any resolution that impacts production.

### ***Solano County Implementation Team***

The County team will be comprised of a combination of leadership, Subject Matter Experts (SME's), and infrastructure/ technical resources. The following responsibilities will be needed to assist in the implementation:

- Provide a project lead/manager to work with their CherryRoad counterpart
- Will have an escalation process in place in the event a major decision is needed.
- Provide all the relevant SMEs to provide requirements, design decisions, develop test scripts, participate in testing, and conduct training to the end users Will have a DBA/PS Admin available for the various database activity needed to complete this project.
- Create a change management strategy that includes communication of the new processes developed.
- Training and Logistics support activities once the train-the-trainer session has been delivered by CherryRoad.
- Lead all phases of testing by coordinating with CherryRoad test plan.

### 3.0 Assumptions

- The County will appoint a project manager who will be empowered with the necessary authority to make reasonable decisions
- The County Project Manager and CherryRoad Project Manager/ Functional Lead will meet periodically to revise and adjust staff as needed.
- Issues will be identified and resolved in a timely manner so that they will not affect milestones and timeframes.
- All estimates are based on our high-level understanding of the scope and requirements as of this writing of this SOW. Should additions or clarifications to requirements be discovered then approach, timeline and cost will need to be revisited by project leadership.
- County will provide access into their PeopleSoft environments via VPN or other secure technologies including but not limited to remote desktop.
- If onsite work is required there will be adequate work space and access to internet, phone, etc.
- All work, outside of the requirements gathering, will be performed remotely
- Detailed project plan and milestones to be completed upon finalization of scope.
- The County will provide a point of contact for any project escalations.
- The County will provide all DBA and PS Administrative activities and tasks (i.e. creating environments, backups, and refreshes).
- Testing will be led by Solano County with input from CherryRoad.
- The scope of work does not include anything outside of Retro and CalPERS
- The County will provide a development and testing environment that is a close copy of the current Production system.
- CherryRoad will gather the requirements based upon PeopleTools release 8.55.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. METHOD OF PAYMENT**

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall endeavor to, within thirty days of receipt, pay Contractor for services rendered, up to the maximum amount provided for below. Each invoice must specify services rendered, to whom, date of service and the amount being charged.

Pricing/Timing may be adjusted based on the results of the requirements gathering sessions. The scope assessment will be done at the completion of the Gather Requirements task identified below.

Resource	Onsite Hours	Remote Hours	Onsite Rate	Remote Rate	Total Hours	Total Cost
Engagement Manager (value add)		8	\$225.00	\$200.00	8	\$ -
Project Manager/ Functional Lead	40	40	\$190.00	\$165.00	80	\$14,200.00
Technical Lead		71.25	\$185.00	\$160.00	71.25	\$11,400.00
<b>Totals</b>	<b>40</b>	<b>119.25</b>			<b>159.25</b>	<b>\$25,600.00</b>

Contract Price for Phase 1: \$25,600

\*CherryRoad has included expenses for our Project Manager/ Functional Lead to be onsite for requirement gathering. If additional onsite work is needed CherryRoad will work with the County to address budget impacts.

**2. PAYMENT IN THE EVENT OF EARLY TERMINATION**

In the event of early termination by County, Contractor will be paid all allowable fees and expenses that have been incurred or earned in connection with the completed and accepted performance and deliverables of the services up through the effective date of such termination.

**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:<br>(Including operations, products<br>and completed operations.) | <b>\$1,000,000</b>                      | 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:   | <b>\$1,000,000</b>                      | per accident for bodily injury and property damage.   |
| (3) Workers' Compensation:  | As required by the State of California. |   |
| (4) Employer's Liability:   | <b>\$1,000,000</b>                      | 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:        | <b>\$1,000,000</b> | 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: | <b>\$2,000,000</b> | 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. DISCLAIMER OF WARRANTIES**

THE WARRANTIES CONTAINED HEREIN ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES. CONTRACTOR AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT THE CONTRACTOR KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

### **39. LIMITATION OF LIABILITY**

EXCEPT WITH RESPECT TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN AND NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE EXCEPTING THAT LIABILITY ARISING OUT OF OR DUE TO EITHER PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. ANY LIABILITY INCURRED BY CONTRACTOR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF ALL FEES AND EXPENSES ACTUALLY PAID BY SOLANO COUNTY TO CONTRACTOR UNDER THIS AGREEMENT.

### **40. NON-SOLICITATION**

Contractor and Solano County agree that neither party shall directly or indirectly solicit for employment any employee of the other party. This clause shall remain in effect during the term of this agreement and for a period of one year after the termination of this agreement, unless prior written consent of the other party is first obtained. Parties acknowledge that such restriction does not apply to any employee of Contractor who applies for employment through the County's civil service process.

**41. ENTIRE CONTRACT**

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



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	13	<b>Status:</b>	Consent Calendar
<b>Type:</b>	ATR	<b>Department:</b>	Library
<b>File #:</b>	18-760	<b>Contact:</b>	Bonnie Katz, 784-1500
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve an Appropriation Transfer Request in the amount of \$1,302,316 for the Fairfield Library's Boiler/Chiller Replacement Project to re-budget appropriations and funding from FY2017/18 to FY2018/19 as a technical adjustment, funded from the Library's Contingency Fund (4/5 vote required)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - HVAC Project Budget		

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 Library Services recommends that the Board of Supervisors approve an Appropriation Transfer Request in the amount of \$1,302,316 for the Fairfield Library's Boiler/Chiller Replacement Project to re-budget appropriations and funding from FY2017/18 to FY2018/19 as a technical adjustment, funded from the Library's Contingency Fund (4/5 vote required).

### **SUMMARY:**

On June 12, 2018, the Board approved \$1,302,316 for the Fairfield Library's Boiler/Chiller Replacement Project at 1150 Kentucky Street in Fairfield and related improvements to the air distribution system. The contract with ACCO Engineered Systems, Inc. for \$750,239 was thought to have been encumbered; however, this action did not occur and a technical adjustment to re-budget the contract and related improvement costs, and funding for FY2018/19 is now required. The remaining monies of \$552,077 are for the soft costs, such as design work and project management, for project completion.

An Appropriation Transfer Request in the amount of \$1,302,316 is required to re-budget the existing contract and related expenses for the continuation of the project and funding from the Library's Contingency Fund (Fund 004).

### **FINANCIAL IMPACT:**

The Board approved the project to remove and replace the existing boiler/chiller at the Fairfield Library and funded by the Library's Contingency Fund on June 12, 2018. However, the contract was not encumbered which resulted in funding returned to the Library's Contingency Fund (fund balance). The increase of \$1,302,316 in appropriation for FY2018/19 will also re-budget the funding from the Library's Contingency Fund.

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget. There is no General Fund impact as the Library is funded with property and sales tax revenue.

**ALTERNATIVES:**

The Board could choose not to approve the Appropriation Transfer Request for the continuation of the Fairfield Library's Boiler/Chiller Replacement Project. However, this action is not recommended as it would prevent the Library's ability to pay expenses associated with the project that is currently in progress.

**OTHER AGENCY INVOLVEMENT:**

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

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

ESTIMATED PROJECT BUDGET

Fairfield Library Central Plant Upgrades

Solano County

1150 Kentucky Street

Updated: 05/29/2018

Replace Evaporative Cooled Chiller/Boiler Packaged Unit, VAV  
replacement, duct work mods

HARD COSTS		Cost
	Mechanical & Electrical Work	\$750,239
	Allowance: Maxim boom truck to unload and load unit at County "Corp yard".	\$6,000
	Solano County Purchase chiller/boiler unit	\$499,684
	Temporary Equipment - Includes set up/take down of a chiller or boiler rental	\$37,500
	Contingency (15%) of mechanical contract & Controls	\$187,489
SOFT COSTS		Costs
	Design	\$186,180
	Project Management	\$117,512
	Permits	\$5,179
	Special Inspections	\$9,190
	Direct Costs	\$3,027
TOTAL ESTIMATED PROJECT BUDGET		\$1,802,000
Approved funding for purchase of Trane unit		(\$499,684.00)
Additional funding required		\$1,302,316



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	14	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	Health and Social Services
<b>File #:</b>	18-702	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution that approves the Department of Health and Social Services to operate an integrated and comprehensive County health and human services system as an integrated agency, as specified under Assembly Bill (AB) 2821		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Resolution, B - AB 2821		

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 & Social Services (H&SS) recommends that the Board adopt a resolution that approves the Department of Health and Social Services to operate an integrated and comprehensive County health and human services system as an integrated agency, as specified under Assembly Bill (AB) 2821.

### SUMMARY/DISCUSSION:

On September 10, 2018, Assembly Bill (AB) 2821 was signed into California law, amending section 18991.4 of the Welfare and Institutions Code, relating to health and human services. The legislation becomes effective January 1, 2019. Upon receipt by the California Health and Human Services Agency of a Board of Supervisors certified resolution or current ordinance, AB 2821 provides a county with statutory authority to operate an integrated health and human services system, allowing for further incorporation of services and funding streams as allowable by law. As an integrated agency, H&SS will have authority to: 1) maintain and evaluate a system administration that integrates and coordinates the management and support of client services; and 2) maintain a system of reporting and accountability that provides for the combined provision of services without the loss of State or federal funds. The integrated and comprehensive county health and human services system may include, but is not limited to, any of the following:

- (1) Adoption services.
- (2) Child abuse prevention services.
- (3) Child welfare services.
- (4) Delinquency prevention services.
- (5) Drug and alcohol services.
- (6) Mental health services.
- (7) Eligibility determination.
- (8) Employment and training services.
- (9) Foster care services.

- (10) Health services.
- (11) Public health services.
- (12) Housing services.
- (13) Medically indigent program services.
- (14) Veterans' services.
- (15) Aging services.
- (16) Any other related program as designated by the board of supervisors.

As an integrated agency, H&SS also has greater flexibility in the utilization of 2011 Realignment funds as California Welfare and Institutions Code 30025 authorizes counties that operate an integrated and comprehensive county health and human services system to reallocate money between the Protective Services Subaccount and the Behavioral Health Subaccount within the Support Services Account of the County Local Revenue Fund 2011. Counties that do not operate as an integrated agency are limited to an annual transfer of 10 percent.

Solano County Health and Social Services is administratively integrated and has taken steps over the past several years to integrate services such as the recent transfer of Older and Disabled Adults to Public Health; however, the integration has not yet been adequately optimized for services and customers. Several State-led initiatives have also impacted the Department's ability and desire to enhance integration. Examples include Continuum of Care reform, which targets increasing positive outcomes for foster youth by assuring integrated services between child welfare and behavioral health; Solano County acting as the administering body for the Area Agency on Aging; the upcoming Drug Medi-Cal Organized Delivery System; and the numerous funding and service opportunities regarding housing for vulnerable populations with supportive services in place. Due to these in progress and upcoming initiatives, the Department will also be undergoing an organizational assessment to assure the structure and talent within the department are aligned and positioned for the most effective and efficient integrated service delivery for the community.

#### **FINANCIAL IMPACT:**

The costs associated with preparing the agenda item are nominal and absorbed by the department's 2018/2019 Approved Budget. There is no additional financial impact to the County General Fund with the recommended action.

#### **ALTERNATIVES:**

The Board may choose not to approve the operation of an integrated and comprehensive county health and human services system. This is not recommended as the approval will allow for greater fiscal and service integration for the department to serve the community.

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

The department consulted with the County Administrator's Office in the development of the staff report. The counties of San Diego and Placer already have the authority to operate as integrated agencies.

#### **CAO RECOMMENDATION:**

### **APPROVE DEPARTMENTAL RECOMMENDATION**

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

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS APPROVING THE  
DEPARTMENT OF HEALTH & SOCIAL SERVICES TO OPERATE AN INTEGRATED AND  
COMPREHENSIVE COUNTY SYSTEM AS SPECIFIED UNDER ASSEMBLY BILL 2821**

**Whereas**, Assembly Bill (AB) 2821 was signed by Governor Brown into California law on September 10, 2018; and

**Whereas**, AB 2821 provides counties with statutory authority to an operate integrated health and human services systems, allowing for further incorporation of services and funding streams as allowable by law; and

**Whereas**, the Department of Health and Social Services, as an integrated system, will have authority to maintain and evaluate a system administration that integrates and coordinates the management and support of client services; and

**Whereas**, the Department of Health and Social Services will maintain a system of reporting and accountability that provides for the combined provision of services with additional flexibility to braid and blend funding streams; and

**Whereas**, the Department of Health and Social Services will optimize integration of services for services and the community and be recognized by the California Health and Human Services Agency as an integrated system.

**Resolved**, the Solano County Board of Supervisors approves the Department of Health and Social Services to operate as an integrated and comprehensive county system as specified under AB 2821.

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

By: \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk



## Assembly Bill No. 2821

### CHAPTER 325

An act to amend Section 18991.4 of the Welfare and Institutions Code, relating to health and human services.

[Approved by Governor September 10, 2018. Filed with  
Secretary of State September 10, 2018.]

#### LEGISLATIVE COUNSEL'S DIGEST

AB 2821, Mayes. Integrated and comprehensive health and human services system.

Existing law authorizes the County of San Diego, upon approval of the county board of supervisors, to operate an integrated and comprehensive county health and human services system that includes, among other services, child welfare services and mental health services, as specified, and requires the California Health and Human Services Agency to grant approval if the county furnishes a certified copy of a current ordinance or resolution authorizing that system in that county.

This bill would similarly authorize any other county to operate an integrated and comprehensive county health and human services system.

*The people of the State of California do enact as follows:*

SECTION 1. Section 18991.4 of the Welfare and Institutions Code is amended to read:

18991.4. (a) (1) Notwithstanding the dates provided in subdivisions (a) and (b) of Section 18991.2, the County of San Diego and any other county may, upon approval of their respective county board of supervisors, each operate an integrated and comprehensive county health and human services system.

(2) A system described in paragraph (1) shall comply with the requirements of this section and is subject to the approval of the California Health and Human Services Agency. The California Health and Human Services Agency shall grant approval for a county if the county furnishes a certified copy of a current ordinance or resolution authorizing an integrated and comprehensive health and human services system in that county.

(b) In providing services through an integrated system to families and individuals, the system may, among other things, do both of the following:

(1) Maintain and evaluate a system of administration that integrates and coordinates the management and support of client services.

(2) Maintain a system of reporting and accountability that provides for the combined provision of services without the loss of state or federal funds provided under current law.

(c) The integrated and comprehensive county health and human services system may include, but is not limited to, any of the following:

- (1) Adoption services.
- (2) Child abuse prevention services.
- (3) Child welfare services.
- (4) Delinquency prevention services.
- (5) Drug and alcohol services.
- (6) Mental health services.
- (7) Eligibility determination.
- (8) Employment and training services.
- (9) Foster care services.
- (10) Health services.
- (11) Public health services.
- (12) Housing services.
- (13) Medically indigent program services.
- (14) Veterans' services.
- (15) Aging services.
- (16) Any other related program as designated by the board of supervisors.

(d) The county shall comply with all applicable state and federal privacy laws that govern medical and social service information, including, but not limited to, the Confidentiality of Medical Information Act (Part 2.6 (commencing with Section 56) of Division 1 of the Civil Code), the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), and Sections 827, 5328, and 10850.

(e) Programs or services shall be included in the system only to the extent that federal funding to either the state or the county will not be reduced as a result of the inclusion of the services in the project.

(f) This section does not authorize the county to discontinue meeting its obligations under current law to provide services or to reduce its accountability for the provision of these services.

(g) The county shall utilize any and all state general funds and county funds that it is legally allocated or entitled to receive. Through the creation of integrated health and social services structures, the county shall maximize federal matching funds. This integration shall not result in increased expenditures from the State General Fund.

(h) The appropriate state departments, as designated by the Secretary of Health and Human Services, that are assisting, participating, and cooperating in the program authorized by this section shall have the authority to waive regulations, with the concurrence of the county, regarding the method of providing services and the method of reporting and accountability, as may be required to meet the goals set forth in subdivision (b). However, the departments shall not waive regulations pertaining to privacy and confidentiality of records, civil service merit systems, or collective bargaining. The departments shall not waive regulations if the waiver results

in a diminished amount or level of services or benefits to eligible recipients as compared to the benefits and services that would have been provided to recipients absent the waiver.

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# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	15	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Contract	<b>Department:</b>	Health and Social Services
<b>File #:</b>	18-728	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve a contract with Solano Family and Children's Services Council, Inc. to provide childcare services for women receiving substance abuse treatment for a total of \$172,702 beginning on November 1, 2018; Delegate authority to the County Administrator, with concurrence of County Counsel, to execute contract amendments that are within budgeted appropriations up to \$75,000; and Authorize the Director of Health and Social Services to execute any amendments which are technical or administrative in nature and have no fiscal impact		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - 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 a contract with Solano Family and Children's Services Council, Inc., to provide childcare services for women receiving substance abuse treatment for a total of \$172,702 beginning on November 1, 2018; Delegate authority to the County Administrator, with concurrence of County Counsel, to execute contract amendments that are within budgeted appropriations; and Authorize the Director of Health and Social Services to execute any amendments which are technical or administrative in nature and have no fiscal impact.

### SUMMARY

Solano Family and Children's Services Council, Inc., (SFCS) will assist women in obtaining appropriate child care while they are engaged in a substance abuse treatment program. This contract will provide daycare for approximately 37 women and up to 66 children. This contract is being initiated to maintain compliance with the federal Substance Abuse Block Grant (SABG) which funds the County's alcohol and drug prevention programs as well as services that are otherwise not funded by Drug Medi-Cal. One of the requirements of the SABG contract is to maintain compliance with perinatal treatment program requirements. The County received a Corrective Action Plan from the California Department of Healthcare Services (DHCS) in December 2017 which identified a deficiency in the administration of the SABG services, specifically, the lack of day care services for women engaged in a substance abuse program. This contract will provide for Solano County's compliance with those program requirements.

**DISCUSSION:**

Solano Family and Children's Services Council, Inc. provides linkages to child care services. SFCS is experienced in providing support to both parents and child care providers. For example, it has educated its network of providers to identify childhood developmental issues and can assist the parent with referrals and resources to address those issues.

Childcare for women in substance abuse treatment was previously supplied by Youth and Family Services which ceased operations in late 2014. Since then, childcare services have not been consistently offered by County treatment providers. The proposed contract with SFCS will provide for child care services.

**FINANCIAL IMPACT:**

Funding for this agreement is through federal Substance Abuse Block Grant (SABG) funding that is dedicated for perinatal services and appropriation is available in the FY2018/19 Adopted Budget. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget. Approval of this contract does not require any additional County General Fund.

**ALTERNATIVES:**

The Board could choose not to approve the contracts, but that will put the County out of compliance with its County-State contract. As stated in the SABG contract, DHCS has the right to withhold funds in the event of non-compliance.

**OTHER AGENCY INVOLVEMENT:**

County Counsel reviewed the Solano Family and Children's Services Council, Inc. contract and approved it as to form.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



**County of Solano  
Standard Contract**

*For County Use Only*  
CONTRACT NUMBER:  
03831-19  
Dept., Division, FY, #)  
H&SS, SA  
BUDGET ACCOUNT:  
7563  
SUBJECT ACCOUNT:  
3153

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

Solano Family and Childrens Council, Inc.  
CONTRACTOR'S NAME

2. The Term of this Contract is:

11/1/2018 to 6/30/2019




3. The maximum amount of this Contract is:

\$ 172,701.65

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 October 24, 2018.

CONTRACTOR	COUNTY OF SOLANO
Solano Family and Childrens Council, Inc. CONTRACTOR'S NAME	
<u>Kathy Lago</u>  10/24/2018 02:52 PM EDT SIGNATURE	<u>Birgitta E. Corsello</u> DATED <u>County Administrator</u> TITLE
Kathy Lago, Executive Director PRINTED NAME AND TITLE	<u>275 Beck Ave.</u> ADDRESS
421 Executive Court North ADDRESS	<u>Fairfield</u> <u>CA</u> <u>94533</u> CITY STATE ZIP CODE
Fairfield, CA 94534 CITY STATE ZIP CODE	Approved as to Content: <u>Tonya Nowakowski</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. DESCRIPTION**

Solano County Substance Abuse Services (SA) will refer clients to Contractor to receive assistance in finding and paying for child care to support parents while attending substance abuse treatment activities. Contractor will support eligible families with subsidized child care, provide child care navigator services, and coaching for providers to strengthen the quality of care offered to families accessing child care through the SA program.

The lack of access to “drop in” child care for parents seeking various part-time hours for substance abuse treatment activities is a challenge. Family Navigation will be offered to assist the parent in seeking the child care services that meet the needs of the parent and child. Training and coaching is also provided to child care providers who care for children who experience trauma related behavior.

### **2. WORK ACTIVITIES**

Contractor will:

- A. Help pay for child care costs by child care vouchers or payments to child care providers for clients needing substance abuse treatment.
- B. Provide a child care navigator to all eligible families.
  - 1) Assist the parent with accessing child care at the time of placement, as well as identifying child care options appropriate to the child’s age and needs.
  - 2) Connect the family to information and resources about school readiness and child care to empower families and improve their ability to access resources and make informed decisions about the child care needs of the child.
- C. Provide trauma-informed care training and coaching to child care programs caring for children whose parents are in substance abuse treatment programs and are exhibiting trauma related behaviors.

### **3. OUTCOMES**

- A. Parents participating in substance abuse treatment programs will have child care to support their success in meeting their treatment obligations.
- B. Child care providers requesting assistance with children who exhibit trauma related behavior and their parents are participating in substance abuse treatment programs, will receive training to increase capacity to meet the needs of the children in their care.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. METHOD OF PAYMENT**

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 provided pursuant to the executed Service Authorization Letters and Sections 1 and 2 of Exhibit A. 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.

**2. 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 Mental Health Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the Deputy Director or designee regarding the appeal will be final.

**3. 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's execution. The County will provide the required format.
- B. Contractor will provide a fiscal monitoring report which compares the contract budget per line item in relation to the monthly invoice, cumulative total invoice, and the total contract balance. The County will provide the required format.
- C. Every sub award must be clearly identified and include the following information at the time of the Contract's 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): [Solano Family and Children's Council, Inc.]
  2. Sub recipient DUNS number: [054677810]
  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]

County of Solano  
Standard Contract**EXHIBIT B-1**

		Voucher	Navigator/Coach		Total
	FTE				-
<b>Personnel</b>					
<b>Program Personnel</b>					
Family Service Specialists (FSS)	0.12	5,502.04			5,502.04
Subsidy Unit Supervisor	0.02	1,218.06			1,218.06
R & R Manager (similar to Subsidy)	0.02		1,317.89		1,317.89
Family Navigator/Coach	0.13		5,045.10		5,045.10
<b>Administrative Personnel</b>					-
Executive Director	0.02		1,848.43		1,848.43
Fiscal Manager	0.02		1,927.56		1,927.56
Fiscal Assistant	0.04		1,522.72		1,522.72
<b>Total Salaries</b>		<b>6,720.10</b>	<b>11,661.70</b>		18,381.80
<b>Fringe Benefits (Employer Contribution Only)</b>		<b>150.75</b>	<b>505.18</b>		655.93
<b>Subtotal Personnel</b>		<b>6,870.85</b>	<b>12,166.88</b>		<b>19,037.73</b>
<b>Operating</b>					
Subscription		-	-		-
Postage		100.50	53.60		154.10
Supplies		100.50	100.50		201.00
Printing		67.00	67.00		134.00
Travel			144.05		144.05
Insurance		50.25	50.25		100.50
Utilities		-	365.15		365.15
Rent		-	1,307.67		1,307.67
Equipment Leases & Maintenance					-
Other Contracted Services		-	30.85		30.85
Telephone		100.50	100.50		201.00
Audit		318.25	100.35		418.60
Equipment		-			
License & Fees		-			-
Provider Incentives					
Miscellaneous Costs		-			
<b>Subtotal Operating</b>		<b>737.00</b>	<b>2,319.92</b>		<b>3,056.92</b>
<b>Child Care Payments</b> 66 children x \$2,281.92		<b>150,607.00</b>			<b>150,607.00</b>
<b>GRAND TOTAL</b>		<b>158,214.85</b>	<b>14,486.80</b>		<b>172,701.65</b>

**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:<br>(Including operations, products<br>and completed operations.) | <b>\$1,000,000</b>                      | 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:   | <b>\$1,000,000</b>                      | per accident for bodily injury and property damage.   |
| (3) Workers' Compensation:  | As required by the State of California. |   |
| (4) Employer's Liability:   | <b>\$1,000,000</b>                      | 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:        | <b>\$1,000,000</b> | 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: | <b>\$2,000,000</b> | 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, 2020, this Contract shall be automatically extended from July 1, 2020, through September 30, 2020, to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Contract is extended, compensation for the extension period shall not exceed \$43,175.41.

**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. These requirements are incorporated by this reference.
- D. Contractor shall notify County and the State in writing prior to reducing the provision of services under this Contract. In addition, any proposal to change the location where such services are provided, or to reduce their availability, shall be submitted in an application to County and the State sixty (60) days prior to the proposed effective date. Contractor shall not implement the proposed changes if the State or County denies the Contractor's proposal. Any such changes shall be reflected in an amendment to this Contract.
- E. Contractor shall provide County with a cost settlement report no later than 60 days after the close of the fiscal year or termination of this Contract. Such report shall be in compliance with the State Department of Health Care Services requirements. The reports shall be on forms prescribed by County and furnished to Contractor by County.
- F. If a cost report or post-contract audit conducted in accordance with standard accounting procedures finds that the actual aggregate costs for all services provided were lower than the payments made hereunder by County, or if any payments made by County are determined as not being reimbursable in accordance with the terms of the State requirements, the cost settlement shall be repaid to County by Contractor forthwith by cash payment, or at the discretion of County, deducted as a credit on future billings.
- G. Contractor shall 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.
- H. 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.
- I. Contractor must be able to show evidence that all staff have confidentiality statements that are renewed annually.
- J. 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 shall execute the form attached as Exhibit D-1.

**4. CHILD/ADULT ABUSE**

Contractor shall 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 shall be submitted to the State for prior approval at least 30 days before the effective date of any proposed changes governing compensation, services or term.

**7. CONFIDENTIALITY OF SUBSTANCE ABUSE TREATMENT RECORDS**

- A. County and Contractor shall 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 shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.
- B. Contractor acknowledges that any information generated, received or disseminated pursuant to its performance under this Contract is confidential and shall not be disclosed in any manner unless authorized by law. Furthermore, Contractor 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.
- C. When applicable, disposal and maintenance of records will comply with the State Department of Health Care Services regulations and standards.

SOLANO COUNTY

**DRUG-FREE WORKPLACE CERTIFICATION**

(rev-09/01/94)

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**Solano Family and Childrens Council, Inc.**

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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.

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**CERTIFICATION**

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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.

*Kathy Lago*10/24/2018  
02:52 PM EDT

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Signature

## **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: Kathy Lago  10/24/2018  
02:52 PM 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: Kathy Lago  10/24/2018 02:52 PM EDT

SOLANO COUNTY  
HIPAA CONTRACTOR AGREEMENT

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**Solano Family and Childrens Council, Inc.**

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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.

**EXHIBIT D-4**

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.

**EXHIBIT D-4**

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)].

**EXHIBIT D-4**

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.

**EXHIBIT D-4**

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](mailto: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.

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### **CERTIFICATION**

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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.

*Kathy Lago*



10/24/2018  
02:52 PM EDT

\_\_\_\_\_  
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-title22section7104d&num=0&edition=prelim>



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	16	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Grant Funding	<b>Department:</b>	District Attorney
<b>File #:</b>	18-776	<b>Contact:</b>	Krishna Abrams, 784-6836
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	
<b>Title:</b>	Authorize the District Attorney, with concurrence from the County Administrator, to submit a grant proposal to Kaiser Permanente Community Benefits Program for a maximum grant amount of \$95,000 for the period of December 1, 2018 to November 30, 2019 to increase services and programs at the Solano Family Justice Center (SFJC)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Grant Application		

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

### **DEPARTMENTAL RECOMMENDATION:**

The District Attorney (DA) recommends that the Board of Supervisors authorize the DA, with concurrence from the County Administrator, to submit a grant proposal to Kaiser Permanente Community Benefits Program for a maximum grant amount of \$95,000 for the period of December 1, 2018 to November 30, 2019 to increase services and programs at the Solano Family Justice Center (SFJC).

### **SUMMARY/DISCUSSION:**

The Kaiser Permanente Community Benefits Program has designated \$95,000 in program funds for grants to further the collaboration between the Bay Area Family Justice Centers and Kaiser Permanente. Solano is one of four counties eligible to receive funding noncompetitively. Funding from this grant program seeks to strengthen the collaboration between the Family Justice Centers in the Counties of Sonoma, Alameda, Contra Costa and Solano, and Kaiser Permanente. Funding will also be utilized to address characteristics and needs unique to each victim, and will assist staff in identifying what victim-centered, trauma-informed, and culturally inclusive services are needed. Finally, funding will enable staff to expand collaborative efforts with service providers, and enhance victim services.

The SFJC is reviewing current programming and services with its partners, and will seek to address gaps in services as well as strengthen existing services and programs for crime victims in Solano County. The SFJC currently has programming and services for victims of Domestic Violence, Sexual Assault, Child Abuse, Elder Abuse, and human trafficking. Potential expenditures could include Limited Term staffing, contracts with SJFC partners to provide services, and one-time purchases.

Sustainability of programs and services after funding expires will be discussed amongst grant program partners prior to the November 30, 2019 end date. The District Attorney and the Office of Family Violence

Prevention will continue to seek and apply for grants that support programs and services for crime victims.

**FINANCIAL IMPACT:**

Receipt of the grant award would have no General Fund impact. The grant funding does not require a local match. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

**ALTERNATIVES:**

The Board may choose to not authorize the submission of this grant proposal. This is not recommended as it would result in the loss of \$95,000 in grant revenue for the period of December 1, 2018 to November 30, 2019, while also jeopardizing efforts by the SFJC and its partners to continue services provided for victims of crime.

**OTHER AGENCY INVOLVEMENT:**

The County Administrator's Office has reviewed and concurs with the departmental recommendation.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# Northern California Region – [Area Name] GRANT APPLICATION



## Workplan

**Organization Name:** Solano Family Justice Center

**Project Title:** Family Justice Center Collaborative

**Contact Name:** Angel Aguilar, Director **Contact Phone:** 707-784-6888

Use expanding as needed the following table to summarize your proposal

<b>Goal 1:</b> Support integrated service delivery for clients impacted by interpersonal violence.							
<b>Target Population:</b>	Victims of interpersonal violence and their families in Solano County.	<b>Number of People Served:</b>		1000 families, or at least 1500 individuals			
Objective	Activities	Timeline		Expected Outcome(s)	Responsible Staff	Evaluation Method(s)	Challenges
		Start Date	Target End Date				
(a) Provide increased access to high quality services for families and individuals experiencing violence.	Navigation services, including a comprehensive needs assessment, and warm hand off to on-site and off-site partner agencies to improve client service outcomes.	12/01/18	11/30/19	1000 families and/or 1500 individuals receiving services.	Director, Navigator(s) & staff	Victims Services Tracking System (VS Tracking) & client surveys	Growing demand for services at current staffing levels.
(b) Increase referrals and coordination of services for clients.	Navigation services including a warm hand off to on-site and off-site partner agencies.	12/01/18	11/30/19	Increase in connections to services and programs.	Navigator(s) & staff	VS Tracking	Current staffing levels.

# Northern California Region – [Area Name] GRANT APPLICATION



(c) Improve identification of high risk individuals and families and the coordination of services.	CSEC Screening tool, Risk and Lethality Assessment tools.	12/01/18	11/30/19	High danger and complex client cases are identified and assessed.	Director, Navigator(s), & staff	Case review	Current staffing levels & time commitment to case reviews.
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# Northern California Region – [Area Name]

## GRANT APPLICATION



<b>Goal 2:</b>	Build a supportive, knowledgeable, and engage community taking an active role in ending interpersonal violence.						
<b>Target Population:</b>	Community members, service providers, law enforcement staff and other stakeholders.	<b>Number of People Served:</b>		numerous			
Objective	Activities	Timeline		Expected Outcome(s)	Responsible Staff	Evaluation Method(s)	Challenges
		Start Date	Target End Date				
(a) Increase community connection, capacity, and engagement.	Outreach events, SFJC Partner meetings & Kaiser Permanente Domestic Violence Taskforce meetings.	12/01/18	11/30/19	Conduct at least 10 outreach events, 12 partner meetings & attend 10 KP DV Taskforce meetings.	Director & staff	Post-event surveys, attendance sheets	Community engagement & staffing levels.
(b) Provide community educational presentations.	Conduct educational presentations w/partners, services providers, stakeholders and non-stakeholders. Provide printed educational and/or prevention materials.	12/01/18	11/30/19	Conduct 12 educational presentations & increase referrals from participating agencies.	Director, Navigator(s) & staff	Post-event surveys, increase in referrals to SFJC.	Community engagement & staffing levels.
(c) Provide prevention-focused education to clients & community members.	DV Education program, 80 Hour Domestic Violence/Sexual Assault Advocacy Training. Sexual Abuse Prevention Training.	12/01/18	11/30/19	Provide DV Education program to 30 clients, 80-hour training to 10 advocates and SA Prevention Training to 20-30 community members, staff, and/or clients.	Director & staff	Pre & Post client surveys, post-event surveys, instructor reviews & demand for classes	Recruitment & continued community engagement.



# Northern California Region – [Area Name]

## GRANT APPLICATION



<b>Goal 3:</b>	Support a regional collaborative of Family Justice Centers to collaborate with Kaiser Permanente hospitals to refer patients, provide continuity for clients, and share best practices to address interpersonal violence.						
<b>Target Population:</b>	Victims of interpersonal violence in the Bay Area			<b>Number of People Served:</b>	Numerous		
Objective	Activities	Timeline		Expected Outcome(s)	Responsible Staff	Evaluation Method(s)	Challenges
		Start Date	Target End Date				
(a) Develop warm referral and follow-up protocols with Kaiser Permanente hospitals in partnership with Bay Area Regional Family Justice Center (FJC) Collaborative.	Identify referral paths and develop referral protocols (client consent); meet with appropriate KP staff; track KP referrals; develop follow-up protocols.	12/01/18	11/30/19	Referral protocols and staff training plan in place; Follow up protocols in place; Reports produced	Executive Director; Other FJC Directors; Responsible KP staff	Completion of protocols and training plan; tracking KP referrals	Identifying interested KP staff
(b) Strengthen and deepen partnership between Bay Area Regional FJC Collaborative and Kaiser Permanente.	Discuss regional approaches and meet and stay in communication with KP champions.	12/01/18	11/30/19	Increased communication and coordination between regional Family Justice Centers and KP Family Violence Prevention members	Executive Director; Other FJC Directors; Responsible KP staff	Interview KP staff	Finding time to meet
(c) Strengthen Bay Area Regional FJC Collaborative.	Periodic regional meetings to share best practices and innovations; cross-referrals of clients; annual regional training.	12/01/18	11/30/19	Improved coordination and communication among FJC's; development of region wide strategies.	Executive Director; Other FJC Directors	Self-evaluation by FJC Executive Directors	Finding time and resources to follow through



# Solano County

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## Agenda Submittal

<b>Agenda #:</b>	17	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Appointment	<b>Department:</b>	Board of Supervisors
<b>File #:</b>	18-768	<b>Contact:</b>	Adrienne Patterson, 784-6131
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve the appointment of Bill Birdsong to the Silveyville Cemetery District, representing District 5, to complete an unexpired term ending January 7, 2019; and Approve the reappointment of Bill Birdsong to the Silveyville Cemetery District, representing District 5, for a subsequent 4 year term to expire January 2, 2023		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 5		
<b>Attachments:</b>			

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

### **DEPARTMENTAL RECOMMENDATION:**

Supervisor Skip Thomson requests that the Board of Supervisors approve:

- 1) The appointment of Bill Birdsong to serve on the Silveyville Cemetery District's Board of Trustees, representing District 5, to complete an unexpired term ending on January 7, 2019; and
- 2) The reappointment of Bill Birdsong to serve on the Silveyville Cemetery District's Board of Trustees, representing District 5, to complete a subsequent 4 year term to expire January 2, 2023.

### **SUMMARY/DISCUSSION:**

Mr. Birdsong, a veteran of the United States Air Force, has been a long-time resident of Solano County. He has served on numerous community organizations including, the Dixon Chamber of Commerce, the Dixon Downtown Business Association, and the Dixon Rotary Board. He has served in many capacities such as a driver, dispatcher, small business owner, and realtor.

Mr. Birdsong would like to serve on the Silveyville Cemetery District's Board of Trustees to ensure continuity of the current direction of the District, maintain fiscal responsibility and preserve the excellent care of the three cemeteries maintained under the District.

Due to a recent resignation by a Board of Trustee, Mr. Birdsong will be appointed to complete the balance of that former Trustee, ending January 7, 2019. Due to the short-term, Mr. Birdsong will then be reappointed immediately thereafter, for a subsequent four year term, to expire January 2, 2023.



# Solano County

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## Agenda Submittal

<b>Agenda #:</b>	18	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Appointment	<b>Department:</b>	County Administrator
<b>File #:</b>	18-687	<b>Contact:</b>	Michelle Heppner, 784-3002
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve the appointment of Supervisor Hannigan as the primary member and Supervisor Brown as the alternate member to the California State Association of Counties Board of Directors from November 27-30, 2018		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>			

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

### **DEPARTMENTAL RECOMMENDATION:**

Staff recommends the appointment of Supervisor Hannigan as the primary member and Supervisor Brown as the alternate member to the CSAC Board of Directors for the remainder of 2018 for purposes of voting at the annual CSAC conference being held in San Diego, California from November 27-30, 2018.

Permanent appointments to the CSAC Board of Directors will be included as part of the 2019 Board appointments regularly scheduled in January each year.

### **SUMMARY:**

The California State Association of Counties (CSAC) requires counties to annually appoint primary and alternate members to the CSAC Board of Directors by their respective Board of Supervisors in advance of the annual CSAC conference which is being held in San Diego, CA this year from November 27-30, 2018. Permanent appointments to the CSAC Board of Directors can be made in January when the Board regularly makes its other Board appointments.

### **FINANCIAL IMPACT:**

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

### **DISCUSSION:**

The primary purpose of CSAC is to represent county government before the California Legislature, administrative agencies and the federal government. CSAC Board of Directors consists of a member elected by each county Board of Supervisors to serve a one year term. CSAC requires members on the Board of

Directors to be approved each year prior to the Association's Annual Conference where officers are appointed for the following year. This year's Annual Conference is in San Diego, California from November 27-30, 2018.

Currently, Supervisor Hannigan serves as primary representative on the CSAC Board of Directors and Supervisor Brown as the alternate. Supervisor Hannigan assumed the role of primary representative since November 2016 and prior as the alternate member when she assumed office for District 1 in January 2013. She currently serves as the Chair on CSAC's Government Finance and Operations (GF&O) Policy Committee. Supervisor Hannigan serves as the Chair for Solano County's Legislative Committee, which works closely with CSAC in monitoring legislative activities at the state capitol. She is also the Co-Founder of the CSAC Women's Leadership Forum and served as the Co-Chair from 2014 to 2016.

Supervisor Brown assumed the role of alternate representative to the CSAC Board of Directors when she assumed office for District 2 in January 2017.

#### **ALTERNATIVES:**

The Board could choose to not make a temporary appointment to the CSAC Board of Directors. This is not recommended as Supervisor Hannigan plays a pivotal role at CSAC and will be attending the annual conference. In addition, Solano County is an active participant in CSAC whose long-term objective is to significantly improve the fiscal health of all California counties so they can adequately meet the demand for vital public programs and services.

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

Notification was received from CSAC that they will be holding their first Board of Directors meeting at the CSAC Annual Conference November 27, 2018 in San Diego, California and requested that a primary and alternate member be elected by the respective Board of Supervisors for purposes of voting on policy issues.



# Solano County

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## Agenda Submittal

<b>Agenda #:</b>	19	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Appointment	<b>Department:</b>	Health and Social Services
<b>File #:</b>	18-749	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve the reappointment of Michael Wright to the Mental Health Advisory Board for a 3 year term to expire on November 6, 2021		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>			

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

### DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services (H&SS) requests that the Board approve the reappointment of Michael Wright to serve on the Mental Health Advisory Board (MHAB) for a 3 year term to expire November 6, 2021.

### SUMMARY/DISCUSSION:

Welfare and Institutions code 5604-5604.5 specifies that the governing body of each County shall appoint a mental health board consisting of at least 10 members. Fifty percent of the MHAB's members are required to be direct mental health service consumers or family members of consumers who reflect the ethnic and cultural diversity of Solano County.

On November 3, 2015, the Board approved the appointment of Michael Wright to the Solano County MHAB. Mr. Wright is a resident of Solano County and is registered to vote. During his first three-year term, Mr. Wright attended monthly MHAB meetings and was an active voting member in advising the governing body and the local mental health director as to aspects of the local mental health program.

Mr. Wright brings to the MHAB the perspective and experience of a parent to an adult mental health services consumer and is especially passionate about increasing mental health awareness in the law enforcement community. Mr. Wright holds a Bachelor of Arts degree in Business Management and Administration from St. Mary's College. After a distinguished 30 years with Safeway and 7 years as a community services supervisor for the City of Fairfield, Mr. Wright serves as a community volunteer by being a voice and an ear for those receiving or in need of receiving mental health services in Solano County.

This reappointment helps to fill and establish an active membership for the MHAB. This appointment submitted for the Board's approval is recommended by H&SS, the Behavioral Health Deputy Director and the existing members of the MHAB.

**FINANCIAL IMPACT:**

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

**ALTERNATIVES:**

The Board may choose not to approve this appointment. This is not recommended as H&SS and the MHAB determined that Mr. Wright qualifies and has a desire to serve the County and its mental health consumers in this capacity and the MHAB approved the appointment.

**OTHER AGENCY INVOLVEMENT:**

The current members of the MHAB support the appointment of Michael Wright to serve on the Mental Health Advisory Board.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



# Solano County

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## Agenda Submittal

<b>Agenda #:</b>	20	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Presentation	<b>Department:</b>	Board of Supervisors
<b>File #:</b>	18-736	<b>Contact:</b>	John M. Vasquez, 784-6128
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	
<b>Title:</b>	Receive a presentation from the California Dental Association Foundation on CDA Cares Solano 2019; and Approve an Appropriation Transfer Request increasing appropriations by \$75,000 as matching funds for CDA Cares March 2019 dental program to be held at the Solano County Fairgrounds and offset by unanticipated property tax revenue (4/5 vote required)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 4		
<b>Attachments:</b>	A - Presentation		

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

### DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board receive a presentation from the California Dental Association Foundation (CDA) on CDA Cares Solano 2019 and approve an Appropriation Transfer Request (ATR) increasing appropriations by \$75,000 as matching funds for CDA Cares March 2019 dental program to be held at the Solano County Fairgrounds and offset by unanticipated property tax revenue. (4/5 vote required)

### SUMMARY/DISCUSSION:

Solano County is fortunate to have been chosen for the 2019 CDA Cares dental clinic. These two-day dental clinics provide free dental care and oral health education to Californians who experience barriers to care. These clinics are designed to relieve thousands of patients from dental pain and oral infection. The clinic will be held on March 8-9, 2019 at the Solano County Fairgrounds in the City of Vallejo and will serve children and adults.

When CDA Cares last visited Solano County in April of 2014, the clinic served over 2,000 patients resulting in more than \$1.5 million in oral health care services, and 11,000 procedures including cleanings, fillings and extractions. The clinics have attracted nearly 1,600 volunteers including dentist, oral surgeons, registered dental hygienist and assistants, as well as community volunteers.

Lack of dental care is a problem that impacts all of us. Employment options for people who are in chronic pain or missing teeth are few, taxing our state resources. Children lacking dental care experience chronic pain, have difficulty chewing and properly digesting fresh food, miss school hours and have lower test scores compared to their peers.

**FINANCIAL IMPACT:**

Approval of the ATR will recognize unanticipated property tax revenue and appropriate \$75,000 to be used as matching funds for the CDA Cares dental program to be held at the Solano County Fairgrounds in March 2019. For each dollar contributed and received by an external party, or as an in-kind donation, the County will match up to a maximum of \$75,000 for the event.

**ALTERNATIVES:**

The Board may choose not to receive this presentation; however, this is not recommended because the presentation provides background information to the public and the Board on the CDA Cares Solano Clinic. Approval of the ATR will provide matching funds for the CDA March 2019 event, which provides dental services to those experiencing barriers to dental care.

**OTHER AGENCY INVOLVEMENT:**

The Health and Social Services' Public Health Division is supportive of the California Dental Association (CDF) Foundation's efforts to bring back the CDA Cares event to Solano County.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION





# CDA Cares Solano 2019

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Presented by California  
Dental Association Foundation

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- Oral Health in California
- CDA Cares
- Funding/Contributions
- Community Outreach

**Presented to the Board of Supervisors**

November 6, 2018

Item \_\_\_\_ File # 18-736



# CDA Cares Solano

March 8-9, 2019

# Oral Health in California

# 30% of Californians experience barriers to health care

- More than a half million California students miss class due to dental pain and other dental issues.
- Dental pain can detract from a student's ability to learn.
- Employment options for people with chronic dental pain or missing teeth are few.
- Tooth loss leads to poor/limited diet.



# CDA Cares

# What is CDA Cares?

- Two-day, no-cost dental clinic equipped with 100 treatment chairs.
- Approximately 1,950 people will receive care.
- 900 volunteer dentists and other dental and healthcare professionals.
- 900 community volunteers.



# Objectives

- Eliminate dental pain and infection for thousands of people.
- Help patients understand the importance of good oral health habits for their families.
- Public awareness – through the media, educate the public about good oral health and the importance of prevention (each clinic generates approximately 50 media stories).
- Improve policymakers' understanding of how policy can improve the public's oral health and well-being.





# Services

- Fillings
- Extractions
- Dentures
- Partial dentures
- Cleanings
- Oral health education
- Oral cancer screenings



## We also . . .

- Provide a pediatric services area (families stay together).
- Provide help finding a permanent dental home.
- Provide information on low- or no-cost local resources.



# Impact

- 13 clinics (since May 2012)
- 25,528 patients
- \$20.75 million in dental services
- 22,325 volunteers
- 151,198 procedures
- 300+ sponsors



# Data

- 28% attend due to pain.
  - 23% experienced pain for over a year.
- Most attendees come from within a 50-mile radius.
- 83% have no insurance.
- 10% have been to the emergency room due to dental pain and infection.
  - 32% two to four times.



# Funding/Contributions

# Funding/Contributions

- CDA's commitment to its Foundation.
- Individual donations.
- Grants.
- Matching funds.
- In-kind donations and sponsorships from corporations and dental product companies.
- Local community.
  - Volunteers, funding and in-kind donations.



# Community Outreach



# Community Outreach

- Local arrangements committee comprised of local dentists and health care leaders.
- Reach out to local community-based organizations to promote clinic (for patients as well as volunteers).
- Reach out to local city councils and county boards.





Thank you. Any questions?



# Solano County

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## Agenda Submittal

<b>Agenda #:</b>	21	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Appointment	<b>Department:</b>	County Administrator
<b>File #:</b>	18-774	<b>Contact:</b>	Birgitta E. Corsello, 784-6100
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	
<b>Title:</b>	Consider and appoint the Board of Supervisors' member and alternate to the Napa/Solano Area Agency on Aging oversight board; Review and approve the recruitment process and timeline for the remaining two Board appointed oversight board members and alternates and the advisory council members; and Consider and select an oversight board meeting date/time/location in December 2018		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Application form		

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

### **DEPARTMENTAL RECOMMENDATION:**

The County Administrator's Office (CAO) and the Department of Health and Social Services (H&SS) recommend the Board of Supervisors consider and appoint the Board of Supervisors' member and alternate to the Napa/Solano Area Agency on Aging (AAA) oversight board; review and approve/recommend the recruitment process and timeline for the remaining two Board appointed oversight board members and alternates and Advisory Council members; and consider and select an oversight board meeting date/time/location in December 2018.

### **SUMMARY/DISCUSSION:**

The new Napa/Solano AAA requires formation of an oversight board as outlined in the Joint Exercise of Powers Agreement between Napa and Solano Counties approved by the Board on September 11, 2018. The Oversight Board appointments for the Solano County Board of Supervisors are: one (1) member from the Board of Supervisors, or its designees, and an alternate; one (1) member of the senior (60+) community and an alternate; and one (1) member at large and an alternate. Staff is requesting that the Board of Supervisors appoint its member and alternate and review the recruitment process for the remaining members and alternates and direct any changes to the process.

The oversight board vacancies and criteria for selection will be posted on the Clerk of the Board's webpage and a press release will be issued to notify the public of the vacancies. Interested individuals will complete the *Application for Membership on Advisory Board, Council, Committee or Commission* form (Attachment A). Applications will be reviewed by the Board's oversight board appointee/alternate in conjunction with CAO and H&SS staff. Staff will return to the Board on December 4, 2018 with member recommendations.

Once the oversight board vacancies are filled, the advisory council vacancies will be posted and advertised in a similar manner with the exception that the application form will be customized to include the representative categories to be filled. The Older Americans Act as reauthorized in 2016 requires the advisory council to be comprised of the following representative categories:

1. More than 50 percent older persons, including minority individuals, who are participants or who are eligible to participate in programs under 45 CFR 1321.57;
2. Representatives of older individuals;
3. Representatives of health care provider organizations; including providers of veterans' health care;
4. Representatives of supportive services provider organizations;
5. Persons with leadership experience in the private and voluntary sectors;
6. Local elected officials;
7. Family caregiver representative; and
8. The general public.

AAA staff will also notify the Napa Commission on Aging, the Solano County Senior Coalition, and AAA providers of the vacancies and explain the application process. Recruitment is expected to begin in December with member recommendations returning to the Board in January and February.

Staff is recommending the Board consider either Wednesday, December 5 at 3:00 p.m. or Thursday, December 6 at 3:00 p.m. in the Solano County Board chambers for the first oversight board meeting to approve bylaws and provider and consultant contracts necessary to continue AAA services beginning January 1, 2019. The existing California Department of Aging provider and consultant contracts expire on December 31, 2018.

**FINANCIAL IMPACT:**

The costs associated with preparing the agenda item are nominal and absorbed by the County Administrator's Office and H&SS' FY2018/19 Adopted Budget.

**ALTERNATIVES:**

The Board could choose not to appoint its AAA oversight board members and alternate; however, the oversight board is a required component of implementation for the new AAA and for the continuation of services provided through the AAA. The Board can choose to approve the recruitment process as outlined for either the oversight board or the advisory council or make suggestions for an alternate recruitment process for the remaining Board appointed oversight board members and alternates or the advisory council. The Board may choose not to set a meeting date/time/location for a December oversight board meeting; however, it is necessary for the oversight board to meet in December and providing notice of a date/time/location in advance can assist in ensuring oversight board attendance.

**OTHER AGENCY INVOLVEMENT:**

None.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**



**SOLANO COUNTY BOARD OF SUPERVISORS**  
**675 Texas Street, Suite 6500, Fairfield, CA 94533**

**Application for Membership on Advisory Board, Council, Committee or Commission**  
*(Feel free to attach additional information, resume, biography, etc)*

APPLICATION FOR MEMBERSHIP ON: \_\_\_\_\_  
(Name of Board, Council, Committee or Commission)

IF THIS BOARD, COUNCIL, COMMITTEE OR COMMISSION CALLS FOR A SPECIFIC TYPE OF MEMBER, PLEASE INDICATE THE POSITION FOR WHICH YOU ARE APPLYING: \_\_\_\_\_

NAME: \_\_\_\_\_

RESIDENCE ADDRESS: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

PHONE NUMBERS: (HOME) \_\_\_\_\_ (BUSINESS) \_\_\_\_\_

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE (please check one): 1\_\_\_\_ 2\_\_\_\_ 3\_\_\_\_ 4\_\_\_\_ 5\_\_\_\_

WILL YOU BE AVAILABLE TO ATTEND BOARD/COUNCIL/COMMITTEE/COMMISSION MEETINGS REGULARLY: \_\_\_\_\_

MEMBERSHIPS IN OTHER ORGANIZATIONS (list name and address): \_\_\_\_\_

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

PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR EMPLOYMENT & EDUCATIONAL HISTORY (Resume may be attached):

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

REFERENCES (list 3-5): \_\_\_\_\_

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

AS A MEMBER OF THIS BOARD/COUNCIL/COMMITTEE/COMMISSION, WHAT MIGHT YOU HOPE TO ACHIEVE:

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

AS A MEMBER OF THIS BOARD/COUNCIL/COMMITTEE/COMMISSION, WHAT DO YOU THINK YOU MIGHT CONTRIBUTE TO HELP IT FULFILL ITS MISSIONS AND GOALS: \_\_\_\_\_

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

APPLICANT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



# Solano County

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## Agenda Submittal

<b>Agenda #:</b>	22	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Report	<b>Department:</b>	Auditor-Controller
<b>File #:</b>	18-773	<b>Contact:</b>	Kirk Starkey, 784-3057
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	
<b>Title:</b>	Receive the Audit Report of the Solano County Fair for the years ended December 31, 2017 & 2016		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - SCF Audit Report, B - SCF Mgmt Memo, C - SCF Mgmt Memo Addendum		

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

Public Hearing Required? Yes \_\_\_\_ No X

### **DEPARTMENTAL RECOMMENDATION:**

The Auditor-Controller's Office (ACO) recommends the Board of Supervisors receive the Audit Report of the Solano County Fair for the years ended December 31, 2017 & 2016.

### **SUMMARY AND DISCUSSION:**

The Solano County Fair (Fair) serves all citizens of Solano County and is managed by the Solano County Fair Association (Association). The Association was established as a 501(c) (3) nonprofit corporation in 1949 to conduct the annual County Fair and oversee the day-to-day operations of the County's fairgrounds property. The Fair is governed by the Solano County Board of Supervisors via an appointed Fair Association Board of Directors.

The activities of the Fair are accounted for in an enterprise fund, a proprietary fund type, which appears as a discretely presented component unit in the Comprehensive Annual Financial Report of the County of Solano, the reporting entity. An enterprise fund is used to account for those operations financed and operated in a manner similar to private businesses where the intent is that all costs (including depreciation and overhead) are financed or recovered through user charges.

In accordance with the Memorandum of Understanding between the Association and the County, the ACO performed the audit of the Fair for the calendar years ended December 31, 2017 & 2016. The audit was conducted in accordance with auditing standards generally accepted in the United States of America. Those standards require that the ACO plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

Based on the audit, the ACO issued an unmodified opinion ("clean" opinion) on the financial statements as of and for the years ended December 31, 2017 & 2016. An unmodified opinion indicates the financial statements are presented fairly in accordance with accounting principles generally accepted in the United States of

America.

In addition, the ACO issued a Management Memo based on observations during the audit and is included as Attachment B. However, subsequent to the release of the audit report, management brought to the ACO's attention a potential issue regarding the Fair's compliance with CalPERS enrollment requirements. This matter is disclosed in Attachment C.

**FINANCIAL IMPACT:**

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

**ALTERNATIVES:**

The Board of Supervisors could elect to not receive the report. This alternative is not consistent with sound public policy and is therefore not recommended.

**OTHER AGENCY INVOLVEMENT:**

The Solano County Fair Association's Board of Directors has reviewed and accepted the report on October 17, 2018. The County Administrator's Office (CAO) has reviewed the report.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

County of Solano  
Office of the Auditor-Controller



**SOLANO COUNTY FAIR**  
(A Component Unit of Solano County)

**Independent Auditor's Report and Financial Statements**  
**For the years ended December 31, 2017 & 2016**

**Auditor-Controller: Simona Padilla-Scholtens, CPA**  
**Assistant Auditor-Controller: Phyllis Taynton, CPA**  
**Deputy Auditor-Controller: Kirk Starkey**  
**Auditor: Melinda S. Ingram, CPA**

**Solano County Fair  
(A Component Unit of Solano County)**

**For the years ended December 31, 2017 & 2016**

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**Solano County Fair**  
**(A Component Unit of Solano County)**  
**For the years ended December 31, 2017 & 2016**

**Board of Directors \***

Dennis Yen, President

Carole Paterson, Vice President

Kathleen Marianno, Treasurer

Kari Birdseye

Norma Placido

Lee Williams

**General Manager:**  
Stephen Hales

\* As of report issuance date

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## OFFICE OF THE AUDITOR-CONTROLLER

SIMONA PADILLA-SCHOLTENS, CPA  
Auditor-Controller

PHYLLIS TAYNTON, CPA  
Assistant Auditor-Controller



# SOLANO COUNTY

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

[www.solanocounty.com](http://www.solanocounty.com)

### Independent Auditor's Report

Board of Directors  
Solano County Fair Association  
900 Fairgrounds Drive  
Vallejo, CA 94589

#### ***Report on the Financial Statements***

We have audited the accompanying financial statements of the Solano County Fair (Fair), a component unit of the County of Solano, as of and for the years ended December 31, 2017 and 2016, and the related notes to the financial statements, as listed in the table of contents.

#### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error or fraud. In making those risk assessments, the auditor considers internal control relevant to the Fair's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Fair's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



## ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Solano County Fair as of December 31, 2017 and 2016, and the changes in financial position and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

## ***Other Matters***

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

## ***Other Information***

In connection with the audit contained herein, there are certain independence disclosures necessary pursuant to *Generally Accepted Auditing Standards*. As required by various statutes in the California Government Code, County Auditor-Controllers are mandated to perform certain accounting, auditing, and financial reporting functions. These activities may impair an auditor's independence. Although the Auditor-Controller is statutorily obligated to maintain accounts of departments, districts, or funds within the County treasury, we believe the following safeguards and divisions of responsibility exists:

- The Internal Audit Division has the responsibility to perform audits and has no other responsibility for the accounts and records being audited including the approval or posting of financial transactions that would preclude the user of this report from relying on the information contained therein.
- In addition, the Auditor-Controller is an independent elected official and does not engage in management decisions on behalf of the audited entity.

As discussed in Note I, the financial statements present only the Solano County Fair and do not purport to, and do not present fairly the financial position of the County of Solano, as of December 31, 2017 and 2016, the changes in its financial position, or, where applicable, its cash flows for the years then ended in accordance accounting principles generally accepted in the United States of America.

Simona Padilla-Scholtens, CPA

Auditor-Controller

By:



Phyllis Taynton, CPA

Assistant Auditor-Controller

Fairfield, California

October 9, 2018

# Solano County Fair

## Management's Discussion and Analysis

As management of the Solano County Fair (Fair), we offer readers of the Fair's financial statements this narrative overview and analysis of the financial activities of the Fair for the years ended December 31, 2017 and 2016. We encourage readers to consider the information presented here in conjunction with additional information in our financial statements.

## Financial Highlights

- The net position of the Fair was a deficit balance of (\$1,388,502) for calendar year 2017. The Fair's net position at December 31, 2017 is comprised of the following components: \$9,834 is restricted for parking improvements, \$12,940 is restricted for Junior Livestock Auction, \$441,139 is invested in capital assets and a deficit amount totaling (\$1,852,415) is classified as unrestricted. The unrestricted net position is categorized as follows:

Unrestricted net position designated for:	
Pension Obligation Bonds	\$ (734,954)
Net OPEB Liability	(126,691)
Net Pension Liability	(1,455,961)
Deferred Outflows of Resources	443,081
Deferred Inflows of Resources	(187,703)
Capital Improvement Projects	(39,203)
Youth Ag Day	(3,848)
Racing Facilities	(8,775)
Fair Hands Program	(24,414)
Total designated unrestricted net position	(2,138,468)
Undesignated net position	286,053
Total unrestricted net position	<u>\$ (1,852,415)</u>

- The net position of the Fair was a deficit balance of (\$1,166,352) for calendar year 2016. The Fair's net position at December 31, 2016 is comprised of the following components: \$13,960 is restricted for parking improvements, \$13,170 is restricted for Junior Livestock Auction, \$582,725 is invested in capital assets and a deficit amount totaling (\$1,776,207) is classified as unrestricted. The unrestricted net position is categorized as follows:



Unrestricted net position designated for:	
Pension Obligation Bonds	\$ (734,954)
Net OPEB Liability	(99,030)
Net Pension Liability	(1,176,919)
Deferred Outflows of Resources	288,303
Deferred Inflows of Resources	(289,188)
Capital Improvement Projects	(17,397)
Youth Ag Day	(3,848)
Racing Facilities	(10,669)
Fair Hands Program	(9,002)
Total designated unrestricted net position	(2,052,704)
Undesignated net position	276,497
Total unrestricted net position	<u>\$ (1,776,207)</u>

- The Fair had net income of \$68,274 and \$186,506 before depreciation, net pension liability, and OPEB expense in calendar years 2017 and 2016, respectively. The total net position decreased by (\$222,150) and (\$43,987) as a result of calendar year 2017 and 2016 operations, respectively.

	<u>2017</u>	<u>2016</u>
Net income before non-cash items:	\$ 68,274	\$ 186,506
Less non-cash items:		
Depreciation expense	(239,984)	(260,069)
Pension (expense)/income	(22,779)	51,434
OPEB expense	(27,661)	(21,858)
Change in total net position	<u>\$ (222,150)</u>	<u>\$ (43,987)</u>

## Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Fair's financial statements. The financial statements are designed to provide readers with a broad overview of the Fair's financial position as of the end of the calendar years 2017 and 2016.

The statement of net position presents information on the Fair's assets/deferred outflows of resources and liabilities/deferred inflows of resources with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Fair is improving or deteriorating.

The statement of revenues, expenses, and change in net position presents information showing how the Fair's net position changed during calendar years 2017 and 2016. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future periods.

The statement of cash flows provides information about the sources of cash and cash equivalents (i.e., cash receipts) and the uses of cash and cash equivalents (i.e., cash disbursements). The statement of cash flows reconciles the cash and cash equivalents amount presented on the beginning statement of net position to the cash and cash equivalents amount presented on the ending statement of net position (i.e., the change in cash for the period). The cash concept is used because creditors and other interested parties need information about the entity's available cash and cash needs (i.e., ability to pay obligations, etc.).

The financial statements can be found on pages 12-14 of this report.

## Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the financial statements. The notes to the financial statements can be found on pages 15-23 of this report.

## Financial Analysis of the Fair

As noted earlier, net position may serve over time as a useful indicator of an entity's financial condition. In the case of the Fair, assets/deferred outflows of resources were less than liabilities/deferred inflows of resources by (\$1,388,502) and (\$1,166,352) at December 31, 2017 and 2016, respectively.

**Solano County Fair**  
**(A Component Unit of Solano County)**  
**Statement of Net Position**  
**December 31, 2017 & 2016**

	2017	2016
<b>Assets:</b>		
Current assets	\$ 460,508	\$ 438,249
Noncurrent assets	832,773	1,069,867
Total assets	<u>\$ 1,293,281</u>	<u>\$ 1,508,116</u>
<b>Deferred Outflows of Resources:</b>		
Deferred outflows related to pensions	\$ 443,081	\$ 288,303
Total deferred outflows of resources	<u>\$ 443,081</u>	<u>\$ 288,303</u>
<b>Liabilities:</b>		
Current liabilities	\$ 458,574	\$ 362,838
Noncurrent liabilities	2,478,587	2,310,745
Total liabilities	<u>2,937,161</u>	<u>2,673,583</u>
<b>Deferred Inflows of Resources:</b>		
Deferred inflows related to pensions	\$ 187,703	\$ 289,188
Total deferred inflows of resources	<u>\$ 187,703</u>	<u>\$ 289,188</u>
<b>Net Position:</b>		
Invested in capital assets, net	441,139	582,725
Restricted for:		
Junior Livestock Auction	12,940	13,170
Parking lot improvements	9,834	13,960
Unrestricted	(1,852,415)	(1,776,207)
Total net position	<u>\$ (1,388,502)</u>	<u>\$ (1,166,352)</u>



The Fair's net investment in capital assets totaled \$441,139, or approximately 32% of the Fair's net position at December 31, 2017. The Fair's net investment in capital assets totaled \$582,725, or approximately 50% of the Fair's net position at December 31, 2016. The investment in capital assets is composed of land, structures and improvements and equipment, less any related outstanding debt used to acquire those assets. The Fair uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the Fair's investment in its capital assets is reported net of related debt, it should be noted the resources needed to repay this debt, if any, must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the Fair's net position is controlled by external or other restrictions and totals \$22,774 and \$27,130 or approximately 2% of total net position at December 31, 2017 and December 31, 2016, respectively. These amounts represent resources subject to restrictions on how they may be used based on contractual agreements (parking lot improvements) and by State law (junior livestock auction). The remaining balance of unrestricted net position is a net deficit amount totaling (\$1,852,415) and (\$1,776,207) or approximately 133% and 152% of total net position at December 31, 2017 and December 31, 2016, respectively. The total unrestricted net position is comprised of the amounts designated for the net pension liability, pension obligation bonds, the Other Post-Employment Benefits (OPEB) liability, and capital improvement projects, racing facilities, and the Fair Hands Program.

The key elements in the significant changes in current/non-current assets/deferred outflows of resources and current/non-current liabilities/deferred inflows of resources are as follows:

Current assets: Current assets increased by \$22,259 or approximately 5% from December 31, 2016 to 2017. The increase is due to a greater amount of accounts receivable more specifically from Solano County for services provided regarding the Atlas Fire.

Non-current assets: Non-current assets decreased by (\$237,094) or approximately 22% from December 31, 2016 to 2017. The net decrease is due to the disposal of a number of fully depreciated capital assets (such as portions of the grandstands, jockey quarters, livestock buildings, etc.) that are no longer in service.

Deferred outflows of resources: Deferred outflows of resources increased by \$154,778 from December 31, 2016 to 2017. The increase is attributable to a number of factors, including employer contributions to the pension plan applicable to a future accounting period, amortization and other adjustments as provided in the Cal PERS GASB 68 Accounting Valuation Report.

Current liabilities: Current liabilities increased by \$95,736 or approximately 26% from December 31, 2016 to 2017. This is primarily attributed to increases to guaranteed deposits which is comprised of monies received to secure facility rentals for future use and the current portion of the long-term debt related to the pension obligation bonds.

Non-current liabilities: Non-current liabilities increased by \$167,842 or approximately 7% from December 31, 2016 to 2017. The increase is primarily attributed to the Net Pension Liability which recognizes the Fair's allocated portion of the County's Net Pension Liability for its defined benefit miscellaneous pension plan.



Deferred inflows of resources: Deferred inflows of resources decreased by (\$101,485) from December 31, 2016 to 2017. The decrease is attributable to a number of factors, including current year changes in the net pension liability and related amortization as provided in the Cal PERS GASB 68 Accounting Valuation Report.

Based on the Fair's 2017 and 2016 operating activities net position decreased by (\$222,150) and (\$43,987), respectively. This constitutes a 19% decrease from 2016 to 2017 and a 4% decrease from 2015 to 2016.

<b>Solano County Fair</b> <b>(A Component Unit of Solano County)</b> <b>Change in Net Position</b> <b>For the years ended December 31, 2017 &amp; 2016</b>		
	<u>2017</u>	<u>2016</u>
<b>Operating Revenues:</b>		
Charges for services	\$ 3,197,052	\$ 3,155,268
Total operating revenues	<u>3,197,052</u>	<u>3,155,268</u>
<b>Operating Expenses:</b>		
Personnel services	1,269,799	1,205,106
Professional/contracted services	309,788	399,622
Services and supplies	1,602,169	1,400,425
Depreciation/amortization/OPEB	<u>290,422</u>	<u>230,493</u>
Total operating expenses	<u>3,472,178</u>	<u>3,235,646</u>
Operating loss	<u>(275,126)</u>	<u>(80,378)</u>
<b>Non-operating revenues (expenses):</b>		
Interest revenue	976	2,417
County .33 monies	39,932	44,469
State apportionment	30,552	32,487
Other non-operating revenue	27,794	9,216
Interest expense	<u>(46,278)</u>	<u>(52,198)</u>
Total non-operating revenues (expenses)	<u>52,976</u>	<u>36,391</u>
<b>Change in net position</b>	<b>(222,150)</b>	<b>(43,987)</b>
<b>Net position - beginning</b>	<b>(1,166,352)</b>	<b>(1,122,365)</b>
<b>Net position - ending</b>	<b><u>\$ (1,388,502)</u></b>	<b><u>\$ (1,166,352)</u></b>

The key elements in the significant changes in net position are as follows:

Revenues totaled \$3,296,308, representing \$3,197,052 in operating revenues and \$99,254 in non-operating revenues in 2017 and revenues totaled \$3,243,857, representing \$3,155,268 in operating revenues and \$88,589 in non-operating revenues in 2016. This indicates a net increase of \$52,449 from 2016 to 2017 primarily due to the following:

- Lease revenue increased in the amount \$28,923 due primarily to the annual rate adjustments based on the Consumer Price Index (CPI) and contractual terms of existing lease agreements.
- Junior livestock auction revenues increased by \$38,959 due to more participants (bidders) in the annual event held during the fair. Payments received from bidders are passed along to the respective owners/sellers (youth) and the fair retains a small fee to defray event costs.

- Special Project-Atlas Fire revenue received in 2017 in the amount of \$136,300 was for the reimbursement of expenses incurred due to the Large Animal Evacuation as a result of the Atlas Fire.
- Other non-operating revenue increased by \$10,665 due to funds received from the California Department of Food and Agriculture Fairs Deferred Maintenance Program for the Fair's McCormack Hall Exit Doors and Hardware Project
- Conversely, all other revenue categories had an overall decrease of \$173,084, most specifically fair admissions & carnival/concessions-\$73,369, fair parking/rv space rental-\$13,893, sponsorships-\$16,118, fair hands/ag day donations-\$18,242.

Expenses totaled \$3,518,458 in 2017 and \$3,287,844 in 2016. This represents a net increase of \$230,614. The majority of expenses for 2017 increased in the employee services category \$64,693 as a result of replacing the guest safety position from a contractor to an employee as well as wage adjustments due to the increase in minimum wage. Other expense categories reflecting increases include maintenance & operations-\$27,903, special projects-\$143,605 (which constitutes the Atlas Fire and Deferred Maintenance Program reimbursements), junior livestock auction-\$44,305 (due to increase in annual event participation) and pension expense-\$67,611 (resulting from annual adjustments to the net pension liability).

### **Capital Asset and Debt Administration**

**Capital assets.** The Fair's investment in capital assets as of December 31, 2017 & 2016 totaled \$441,139 and \$582,725, respectively, (net of accumulated depreciation and related debt). This investment in capital assets includes land, buildings and improvements, and equipment.

Capital asset activities during 2017 included the acquisition of a liquor license and a kegator/beer cooler to accommodate alcohol sales. In addition, several capital assets were disposed of including a computer, trailer, portions of grandstands, jockey quarters and livestock buildings.

Capital assets activities during 2016 included the acquisition of 2 compressors.

	<u>2017</u>	<u>2016</u>
Land	\$ 167,085	\$ 167,085
Buildings & improvements	255,571	391,815
Equipment	12,883	17,825
Intangible assets	6,000	6,000
Total capital assets	<u>\$ 441,139</u>	<u>\$ 582,725</u>

Additional information on the Fair's capital assets can be found in Note III-A on pages 19-20 of this report.

**Long-term debt.** At December 31, 2017 & 2016 the Fair had \$2,778,327 and \$2,554,390, respectively, of long-term debt composed of net pension liability, notes payable (pension obligation bonds), lease payable (electronic signboard, overflow parking project), compensated absences and OPEB payable (other postemployment benefits).



	<u>2017</u>	<u>2016</u>
Notes payable – Solano County	\$ 734,955	\$ 734,955
Lease payable	199,634	231,142
Compensated absences	69,086	56,344
Net OPEB liability	126,691	99,030
Net pension liability	1,455,961	1,176,919
Parking lease-Six Flags	192,000	256,000
Total outstanding debt	<u>\$ 2,778,327</u>	<u>\$ 2,554,390</u>

For more information, see Notes III- B and C on pages 20-22 of this report.

### **Economic Factors and Next Year's Operating Activities**

2018 is a year of transition for the Solano County Fair Association (SCFA), the Fairgrounds, and the annual County Fair. SCFA embarks on an ambitious strategic planning process, focusing on strengthening organizational core values while increasing operational efficiencies. The Fairgrounds itself saw the long-awaited beginning of the redevelopment of the southern portion of the grounds. The old live horse racing facilities, including the horse racing grandstand, were removed to prepare the site for the highly anticipated Solano 360 future development. The 2018 annual Solano County Fair marked the first year of our new Fair operating model, one centered on local talent, resources, and attractions. Moving forward, SCFA's core organizational priority will be to continue to successfully serve as a valuable asset for both the County and the community, whether in times of celebration or emergency support.

### **Requests for Information**

This financial report is designed to provide a general overview of the Solano County Fair's finances for all those interested. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Solano County Fair Association, 900 Fairgrounds Drive, Vallejo, CA 94589-4003.

**Solano County Fair**  
**(A Component Unit of Solano County)**  
**Statement of Net Position**  
**December 31, 2017 & 2016**

	<u>2017</u>	<u>2016</u>
<b>Assets</b>		
Current assets		
Cash in bank	\$ 129,533	\$ 240,350
Cash in county treasury	60,138	40,243
Cash on hand	1,000	6,000
Due from lessees	52,126	46,016
Accounts receivable	209,868	93,219
Prepaid expenses	6,711	4,365
Inventory	1,132	8,056
Total current assets	<u>460,508</u>	<u>438,249</u>
Noncurrent assets		
Capital assets		
Land	167,085	167,085
Buildings and improvements	9,792,687	9,857,905
Equipment	395,047	444,970
Intangible assets	6,000	6,000
Less accumulated depreciation	<u>(9,528,046)</u>	<u>(9,406,093)</u>
Capital assets, net	<u>832,773</u>	<u>1,069,867</u>
Total assets	<u>\$ 1,293,281</u>	<u>\$ 1,508,116</u>
<b>Deferred Outflows of Resources</b>		
Deferred outflows related to pensions	\$ 443,081	\$ 288,303
Total deferred outflows of resources	<u>\$ 443,081</u>	<u>\$ 288,303</u>
<b>Liabilities</b>		
Current liabilities		
Accounts payable	\$ 54,363	\$ 45,695
Payroll payable	40,588	35,736
Guaranteed deposits	52,559	23,194
Unearned revenue	11,324	14,568
Current portion of long-term obligations	299,740	243,645
Total current liabilities	<u>458,574</u>	<u>362,838</u>
Noncurrent liabilities		
Compensated absences payable	57,019	50,917
Lease payable	165,605	199,634
Parking lease	128,000	192,000
Net OPEB liability	126,691	99,030
Net Pension Liability	1,455,961	1,176,919
Payable to Solano County:		
Pension obligation bonds	<u>545,311</u>	<u>592,245</u>
Total noncurrent liabilities	<u>2,478,587</u>	<u>2,310,745</u>
Total liabilities	<u>\$ 2,937,161</u>	<u>\$ 2,673,583</u>
<b>Deferred Inflows of Resources</b>		
Deferred inflows related to pensions	\$ 187,703	\$ 289,188
Total deferred inflows of resources	<u>\$ 187,703</u>	<u>\$ 289,188</u>
<b>Net Position</b>		
Invested in capital assets	441,139	582,725
Restricted for Junior Livestock Auction	12,940	13,170
Restricted for Parking Lot Improvements	9,834	13,960
Unrestricted	<u>(1,852,415)</u>	<u>(1,776,207)</u>
Total net position	<u>\$ (1,388,502)</u>	<u>\$ (1,166,352)</u>

The notes to the financial statement are an integral part of this statement.

**Solano County Fair**  
**(A Component Unit of Solano County)**  
**Comparative Statement of Revenues, Expenses, and Changes in Net Position**  
**For the years ended December 31, 2017 & 2016**

	<u>2017</u>	<u>2016</u>
<b>Operating Revenues</b>		
Facility rental	\$ 926,952	\$ 938,143
Leases	777,918	748,995
Horse racing - satellite	553,570	563,190
Junior livestock auction	159,544	120,585
Fair admissions	153,392	204,212
Fairtime carnival/concessions	144,760	167,309
Special project-Atlas Fire	136,300	-
Electronic sign	117,418	128,237
Fairtime parking /rv space rental	84,187	98,080
Fair hands/ag day	44,403	62,645
Sponsorship	40,850	56,968
Fairtime commercial space	39,550	48,295
Fair entry fees	9,233	10,407
Gain on sale of capital asset	1,000	3,000
Miscellaneous	7,975	5,202
Total operating revenues	<u>3,197,052</u>	<u>3,155,268</u>
<b>Operating Expenses</b>		
Employee services	1,269,799	1,205,106
Professional/contracted services	309,788	399,622
Utilities	286,683	270,732
Depreciation	239,982	260,069
Special projects	164,716	21,111
Equipment rental	163,475	163,536
Junior livestock auction	159,775	115,470
Pension expense	143,920	76,309
Maintenance & operations	113,779	85,876
Fairtime entertainment	104,780	106,984
Supplies & expenses	102,871	92,158
Liability insurance	94,681	85,185
Advertising / promotion / publications	89,026	92,480
Landscape maintenance assessment	54,221	54,221
Dues, permits & assessments	44,504	54,921
Premium awards	30,240	32,601
Other post employment benefits	27,661	21,858
Travel & training	27,451	28,062
Director's expense	21,145	18,596
Equipment (not capitalized)	8,895	17,697
Donated services / sponsor expenses	3,181	19,835
Miscellaneous	11,605	13,217
Total operating expenses	<u>3,472,178</u>	<u>3,235,646</u>
Operating loss	<u>(275,126)</u>	<u>(80,378)</u>
<b>Nonoperating revenues (expenses)</b>		
State apportionment	30,552	32,487
Interest revenue	976	2,417
Interest expense	(46,278)	(52,198)
Contributions:		
County (.33 funds)	39,932	44,469
Other non-operating revenue	27,794	9,216
Total nonoperating revenue (expenses)	<u>52,976</u>	<u>36,391</u>
<b>Change in net position</b>	<u>(222,150)</u>	<u>(43,987)</u>
<b>Net position - beginning</b>	<u>(1,166,352)</u>	<u>(1,122,365)</u>
<b>Net position - ending</b>	<u>\$ (1,388,502)</u>	<u>\$ (1,166,352)</u>

The notes to the financial statements are an integral part of this statement.



**Solano County Fair**  
**(A Component Unit of Solano County)**  
**Comparative Statement of Cash Flows**  
**For the years ended December 31, 2017 & 2016**

	<u>2017</u>	<u>2016</u>
<b>Cash flows from operating activities</b>		
Cash received from customers	\$ 3,078,873	\$ 3,141,891
Cash paid to suppliers	(2,006,211)	(1,993,721)
Cash paid to employees	(1,264,947)	(1,180,120)
Net cash used by operating activities	<u>\$ (192,285)</u>	<u>\$ (31,950)</u>
<b>Cash flows from noncapital financing activities</b>		
Cash received from subsidies or grants	\$ 98,275	\$ 86,172
Net cash provided from noncapital financing activities	<u>\$ 98,275</u>	<u>\$ 86,172</u>
<b>Cash flows from capital and related financing activities</b>		
Purchases of capital/intangible assets	\$ (2,888)	\$ (11,335)
Net cash used by capital and related financing activities	<u>\$ (2,888)</u>	<u>\$ (11,335)</u>
<b>Cash flows from investing activities</b>		
Interest income	\$ 976	\$ 2,417
Net cash provided from investing activities	<u>\$ 976</u>	<u>\$ 2,417</u>
<b>Net increase (decrease) in cash</b>	(95,922)	45,304
<b>Cash, January 1</b>	286,593	241,289
<b>Cash, December 31</b>	<u><u>\$ 190,671</u></u>	<u><u>\$ 286,593</u></u>
<b>Reconciliation of operating income to net cash provided (used) from operating activities</b>		
Operating loss	\$ (275,126)	\$ (80,378)
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities:		
Non-operating expense	(46,277)	(52,195)
Depreciation expense	239,984	260,069
OPEB expense	27,661	21,858
Pension( income)/expense	22,779	(51,434)
Changes in assets and liabilities:		
(Increase) in due from lessees	(6,110)	(803)
(Increase) in accounts receivable	(116,649)	(11,508)
(Increase)/decrease in inventory-general	6,924	(2,072)
(Increase)/decrease in prepaid expenses	(2,346)	1,006
Increase/(decrease) in accounts payable	8,668	(35,696)
Increase in payroll taxes payable	4,852	24,986
Increase/(decrease) in guaranteed deposits	29,365	(15,484)
Increase/(decrease) in unearned revenue	(3,244)	5,705
Increase/(decrease) in current portion of long-term obligations	10,417	(588)
(Decrease) in non-current portion of long-term obligations	(93,183)	(91,324)
(Decrease) in other liabilities	-	(4,092)
Total adjustments	<u>82,841</u>	<u>48,428</u>
Net cash (used) by operating activities	<u><u>\$ (192,285)</u></u>	<u><u>\$ (31,950)</u></u>

The notes to the financial statements are an integral part of this statement.

**Solano County Fair**  
**(A Component Unit of Solano County)**  
**Notes to the Financial Statements**  
**For the years ended December 31, 2017 & 2016**

**I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**A. Reporting Entity**

The Solano County Fair (Fair) is a discretely presented component unit in the County's basic financial statements. The Fair is governed by the Solano County Fair Association (Fair Association) whose members are appointed by the County's Board of Supervisors (the Board). The Fair Association is a 501(c) (3) nonprofit organization established in 1949 to conduct the annual County Fair and oversee the day-to-day operations of the County's fairgrounds property. The Fair Association has been providing educational, cultural, artistic, commercial and recreational programs to the residents of Solano County for over 65 years. The mission of the Fair Association is "to ensure a positive experience for the public by providing a year-round multi-purpose venue that showcases and celebrates the wide variety of resources and activities available to our diverse community."

The activities of the Fair are accounted for as an enterprise fund, a proprietary fund type, which appears as a discretely presented component unit in the Comprehensive Annual Financial Report of the County of Solano, the reporting entity. However, the function and activities of the Fair are not an integral part of the County. The Fair operates under a contract with the County as a self-supporting entity.

**B. Measurement Focus, Basis of Accounting and Basis of Presentation**

The accounts of the Fair are organized and operated on the basis of funds. A fund is an independent fiscal and accounting entity with a self-balancing set of accounts. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions. The minimum number of funds is maintained consistent with legal and managerial requirements. The activities of the Fair are accounted for in an enterprise fund, a proprietary fund type.

A proprietary fund type accounts for business type activity and accounting is similar to commercial accounting. Proprietary funds use the full accrual basis of accounting and should be reported using the economic resources measurement focus. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. In addition, both long-term assets and liabilities are reported on the statement of net position of proprietary fund types.

Enterprise funds, as a proprietary fund type, are used to account for the acquisition and operation of governmental facilities and services that are intended to be primarily self-supported by which the majority of costs are financed or recovered through user charges or where the governing body has decided that the determination of revenues earned, costs incurred, and/or net income is necessary for management accountability.



## **C. Assets, Liabilities and Net Position**

### **1. *Cash and Equivalents***

The Fair's cash is considered to be demand deposits with other financial institutions (WestAmerica Bank), cash in the County Treasury, and cash on hand. As of December 31, 2017 and 2016, the carrying amount of the Fair's consolidated cash accounts totaled \$190,671 and \$286,593, respectively. The bank account balances are covered by federal depository insurance (up to \$250,000) and any amount above that is collateralized by securities held by the pledging institution in the Fair's name, as required by California Government Code § 53652.

The Fair's cash maintained in the Solano County Treasury is pooled with the County and various other depositors. The Fair's ability to withdraw large sums of cash from the County Treasury may be subject to certain restrictions set by the County Treasurer. The County's pooled cash and investments are invested pursuant to investment policy guidelines established by the County Treasurer and approved by the County Board of Supervisors. The objectives of the policy are (in order of priority): legality, preservation of capital, liquidity, and yield. The policy addresses the soundness of financial institutions in which the County will deposit funds, types of investment instruments as permitted by the California Government Code, and the percentage of the portfolio which may be invested in certain instruments with longer terms of maturity. A detailed breakdown of cash and investments and a categorization of risk factors are presented in the County of Solano Comprehensive Annual Financial Report.

### **2. *Due from Lessees***

Due from lessees represents amounts due for the use of fairgrounds property as a result of long-term lease agreements.

### **3. *Accounts Receivable***

Accounts receivable represents amounts due to the Fair per contractual terms of various agreements (e.g. facility rentals) as well as the percentage of handles from racing commissions received for horse race wagering conducted at other (offsite) racetrack locations.

### **4. *Prepaid Expenses***

Prepaid expenses represent payments to vendors for costs applicable to future accounting periods.

### **5. *Capital Assets***

Capital assets, which include land, buildings and improvements, and equipment, are recorded at historical cost. Capital assets are defined by the Fair as assets with an initial cost of more than \$1,500 and an estimated useful life in excess of three years. Donated capital assets are valued at their fair value on the date of donation.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extends assets' lives are not capitalized.



The Fair uses the straight-line method of depreciating assets over the following estimated useful life:

<u>Assets</u>	<u>Years</u>
Buildings	30
Building improvements	20
Vehicles	5
Office equipment	3
Computer equipment	3

#### ***6. Deferred Outflows/Inflows of Resources***

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. As of December 31, 2017, the Fair has one item reportable on the Statement of Net Position related to pensions resulting from employer contributions applicable to a future accounting period.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Fair has one item reportable on the Statement of Net Position related to pensions resulting from current year changes to the net pension liability.

#### ***7. Accounts Payable***

Accounts payable represents the amounts owed for goods and/or services received.

#### ***8. Payroll Payable***

Payroll payable represents wages and payroll tax expenses incurred but not paid as of year-end.

#### ***9. Guaranteed Deposits***

The Fair recognizes the monies received to secure the future use of fairground services for interim events as guaranteed deposits.

#### ***10. Unearned Revenue***

Unearned revenue represents amounts received for services not yet rendered and, therefore, unearned.

#### ***11. Compensated Absences***

It is the Fair's policy to permit qualified employees to accumulate earned but unused vacation benefits. Accrued vacation is paid at the date of termination from Fair employment at the employees' current pay rate. All leave balances are accrued when earned in the Fair's proprietary fund financial statements.

## ***12. Long-term Obligations***

Long-term debt obligations consist of: 1) principal and interest for the Fair's portion of the two series of pension obligation bonds issued by Solano County for prepayment of the County's Unfunded Accrued Actuarial Liability (UAAL); 2) the lease payable incurred in the acquisition of an electronic signboard; 3) the Overflow Parking Lease Obligation with Six Flags Discovery Kingdom; 4) the net OPEB liability for the unfunded annual required contribution and 5) the Fair's portion of the County's net pension liability of the Miscellaneous Plan. The long-term debt obligations are reported as liabilities in the Statement of Net Position.

## ***13. Pensions***

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the County of Solano's California Public Employees Retirement System (CalPERS) Plans and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

## ***14. Future Implementation of New Governmental Accounting Standards***

*GASB Statement No. 75 –Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*

The objective of this Statement is to improve accounting and financial reporting by state and local governments for postemployment benefits other than pensions (other postemployment benefits or OPEB). The Fair has not determined what impact, if any, this pronouncement will have on the financial statements. The requirements of this Statement are effective for the Fair's calendar year ending December 31, 2018.

## ***15. Net Position***

Net position is categorized as net invested in capital assets, restricted and unrestricted.

- *Net invested in capital assets* – This category groups all capital assets into one component of net position. Accumulated depreciation and the outstanding balances of debt, attributable to the acquisition, construction or improvement of these assets, reduces the balance in this category.
- *Restricted Net Position* – This category represents external restrictions imposed by grantors, creditors, contributors and laws or regulations of other governments, and the restrictions imposed by law through enabling legislation for the implementation of various programs.
- *Unrestricted* – This category represents net position of the Fair not restricted for any project or other purpose.



## 16. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

## II. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

### Budgetary Information

Annual budgets are prepared and adopted in accordance with guidelines established by the State of California Department of Food and Agriculture. The budget is presented in a public meeting, adopted by both the Fair Board and the Solano County Board of Supervisors. However, generally accepted accounting principles (GAAP) do not require proprietary funds to prepare or adopt a budget.

## III. DETAILED NOTES

### A. Capital Assets

Capital assets activity for the year ended December 31, 2017 was as follows:

	Beginning Balance	Additions	Deletions	Ending Balance
Capital assets, not being depreciated:				
Land	\$ 167,085	\$ -	\$ -	\$ 167,085
Total capital assets, not being depreciated	167,085	-	-	167,085
Capital assets being depreciated:				
Buildings and improvements	9,857,905	-	(65,218)	9,792,687
Equipment	444,970	2,888	(52,812)	395,046
Intangible assets	6,000	-	-	6,000
Total capital assets, being depreciated	10,308,875	2,888	(118,030)	10,193,733
Less accumulated depreciation for:				
Buildings and improvements	(8,978,947)	(231,752)	65,218	(9,145,481)
Equipment	(427,146)	(7,830)	52,812	(382,164)
Intangible assets	-	(400)	-	(400)
Total accumulated depreciation	(9,406,093)	(239,982)	118,030	(9,528,045)
Total capital assets, being depreciated, net	902,782	(237,094)	-	665,688
Capital assets, net	\$ 1,069,867	\$ (237,094)	\$ -	\$ 832,773

Capital assets activity for the year ended December 31, 2016 was as follows:

	Beginning Balance	Additions	Deletions	Ending Balance
Capital assets, not being depreciated:				
Land	\$ 167,085	\$ -	\$ -	\$ 167,085
Total capital assets, not being depreciated	167,085	-	-	167,085
Capital assets being depreciated:				
Buildings and improvements	9,859,537	-	(1,632)	9,857,905
Equipment	438,003	6,967	-	444,970
Intangible assets	-	6,000	-	6,000
Total capital assets, being depreciated	10,297,540	12,967	(1,632)	10,308,875
Less accumulated depreciation for:				
Buildings and improvements	(8,729,449)	(249,498)	-	(8,978,947)
Equipment	(416,575)	(10,571)	-	(427,146)
Total accumulated depreciation	(9,146,024)	(260,069)	-	(9,406,093)
Total capital assets, being depreciated, net	1,151,516	(247,102)	(1,632)	902,782
Capital assets, net	\$ 1,318,601	\$ (247,102)	\$ (1,632)	\$ 1,069,867

## B. Capital Lease

In May 2003 the Fair entered into a lease agreement to acquire an electronic signboard. The lease agreement qualifies as a capital lease for accounting purposes and, therefore, has been recorded at present value of the future minimum lease payments as of the inception date.

The asset acquired through the capital lease is as follows:

Asset:	
Buildings and improvements	\$530,180
Less: Accumulated depreciation	(397,635)
Total	<u>\$132,545</u>

The future minimum lease obligations and the net present value of these minimum lease payments as of December 31, 2017 were as follows:

Year Ending Dec. 31	
2018	\$50,000
2019	50,000
2020	50,000
2021	50,000
2022	50,000
Minimum lease commitments	<u>\$250,000</u>
Less: amount representing interest	(50,366)
Present value of capital lease obligation	\$199,634
Less current portion	(34,029)
Long-term portion	<u>\$165,605</u>

## C. Long-Term Debt

### 1. Pension Obligation Bonds

The County issued Series 2004 Pension Obligation Bonds (POBs) in the amount of \$96,665,000 and Series 2005 POBs in the amount of \$42,385,000, both over a twenty-year term to provide funds to prepay its obligations under the contract with CalPERS for the County's Unfunded Accrued Actuarial Liability (UAAL) as of June 30, 2002 and June 30, 2004, respectively, for both the Safety and Miscellaneous Plans. The Fair participates in the Miscellaneous Plan of Solano County. The Fair's percentage of the amount borrowed was determined to be 0.6307% or \$609,666 for the Series 2004 and 0.4887% or \$207,147 for the Series 2005. Each pay period, the Fair remits to the County its share of the POB liability by applying the POB rate as determined by the County's Pension Advisory Committee to their PERS wages.

For any interest and principal payments made by the County, the Fair's annual obligation is 0.6307% and 0.4887%, respectively. The County's Pension Advisory Committee reviews the POB payment rates each year based on the annual principal and interest requirements.

Annual debt service requirements for the pension obligation bonds per the debt service agreements are as follows:

Series 2004			Series 2005		
Year ended December 31,	Principal	Interest	Year ended December 31,	Principal	Interest
2018	41,090	19,643	2018	11,875	7,425
2019	46,199	17,341	2019	13,244	6,802
2020	51,402	14,906	2020	14,661	6,106
2021	57,078	12,098	2021	16,298	5,333
2022	63,385	9,035	2022	17,984	4,460
2023 - 2024	295,743	18,092	2023 - 2025	105,996	13,908
	<u>\$554,897</u>	<u>\$91,115</u>		<u>\$180,058</u>	<u>\$44,034</u>

### ***Changes in long-term liabilities***

Long-term liability activity for the year ended December 31, 2017 was as follows:

	<b>Beginning Balance</b>	<b>Additions</b>	<b>Reductions</b>	<b>Ending Balance</b>	<b>Due Within One Year</b>
Pension obligation bonds:					
Series 2004	\$ 554,897	\$ -	\$ -	\$ 554,897	\$ 148,947
Series 2005	180,058	-	-	180,058	40,697
Total pension obligation bonds	734,955	-	-	734,955	189,644
Capital lease	231,142	-	31,508	199,634	34,029
Parking lease	256,000	-	64,000	192,000	64,000
Compensated absences	56,344	47,357	34,615	69,086	12,067
Net pension liability	1,176,919	405,575	126,533	1,455,961	-
Net OPEB liability	99,030	27,661	-	126,691	-
Total Long-term liabilities	<u>\$ 2,554,390</u>	<u>\$ 480,593</u>	<u>\$ 256,656</u>	<u>\$ 2,778,327</u>	<u>\$ 299,740</u>

Long-term liability activity for the year ended December 31, 2016 was as follows:

	<b>Beginning Balance</b>	<b>Additions</b>	<b>Reductions</b>	<b>Ending Balance</b>	<b>Due Within One Year</b>
Pension obligation bonds:					
Series 2004	\$ 554,897	\$ -	\$ -	\$ 554,897	\$ 112,619
Series 2005	180,058	-	-	180,058	30,091
Total pension obligation bonds	734,955	-	-	734,955	142,710
Capital lease	260,317	-	29,175	231,142	31,508
Parking lease	320,000	-	64,000	256,000	64,000
Compensated absences	55,081	39,017	37,754	56,344	5,427
Net pension liability	1,060,154	343,026	226,261	1,176,919	-
Net OPEB liability	77,172	21,858	-	99,030	-
Total Long-term liabilities	<u>\$ 2,507,679</u>	<u>\$ 403,901</u>	<u>\$ 357,190</u>	<u>\$ 2,554,390</u>	<u>\$ 243,645</u>

## **IV. OTHER INFORMATION**

### ***A. Risk Management***

The Fair is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. As permitted by Government Code Section 6516, the County of Solano joined in June 2004 the California Fair Services Authority (CFSA), joint powers agency, on behalf of the Solano County Fair Association, a non-profit corporation.

The Solano County Fair is a participant in CFSA's General Liability Risk Sharing Pool effective July 1, 1996 and CFSA's Workers' Compensation Risk Sharing Pool effective July 1, 2004. These pools cover only California fairs. Further, Solano County Fair participates in CFSA's Purchased Property Protection Program, funded by the California Department of Food and Agriculture and administered by CFSA. This also includes automobile insurance for all other risks associated with the operation of motor vehicles.



## **B. General Information about the *Pension Plan***

### ***1. Plan Description***

The Fair participates in Solano County's defined benefit pension plan, the County's Miscellaneous Plan, which provides retirement and disability benefits, annual cost of living adjustments, and death benefits to plan members and beneficiaries. The County's Miscellaneous Plans (Plan) is part of the Public Agency portion of the California Public Employees' Retirement System (CalPERS), an agent multiple-employer plan administered by CalPERS, which acts as a common investment and administrative agent for participating public employers within the State of California. A menu of benefit provisions as well as other requirements is established by State statutes within the Public Employees' Retirement Law. The County selects optional benefit provisions from the benefit menu by contract with CalPERS and adopts those benefits through County ordinance. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions, and membership information that can be found on the CalPERS website at: <http://www.calpers.ca.gov/index.jsp?bc=/about/forms-pubs/calpers-reports/actuarial-reports/home.xml>.

## **C. General Information about the Post-Employment Health Care Benefits**

### ***1. Plan Description***

The Fair participates in Solano County's multi-employer defined benefit retiree healthcare plan administered by the California Public Employees' Retirement System (CalPERS). The plan provides postemployment healthcare benefits to eligible retirees by contributing a minimum of \$128 per month towards medical insurance benefits. This benefit is provided based on the Board of Supervisor's election to participate under the Public Employees' Medical and Hospital Care Act (PEMHCA) [Government Code Section 22750]. The County's Board may elect to pay more than the minimum contribution; however, the County's Board has elected to pay the minimum contribution per eligible retiree. The notes to the County of Solano Comprehensive Annual Financial Report provide detailed information for the County as a whole regarding actuarial methods, funding and assumptions, annual required contributions and net OPEB liability as required in accordance with accounting principles generally accepted in the United States.

**OFFICE OF THE AUDITOR-CONTROLLER**

**SIMONA PADILLA-SCHOLTENS, CPA**  
Auditor-Controller

**PHYLLIS TAYNTON, CPA**  
Assistant Auditor-Controller



**SOLANO**  
**COUNTY**

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

[www.solanocounty.com](http://www.solanocounty.com)

October 9, 2018

Board of Directors  
Solano County Fair Association  
900 Fairgrounds Drive  
Vallejo, CA 94589

Members of the Board:

We were engaged to perform an audit of the financial statements of the Solano County Fair (Fair), a component unit of the County of Solano, as of and for the years ended December 31, 2017 and 2016, in accordance with auditing standards generally accepted in the United States of America.

In an effort to extend our services, we have identified matters for your information that we believe will serve to assist with and strengthen the Fair's governance activities.

We recommend the Board of Directors review the identified matters, described in the accompanying Attachment A, including the related recommendations. If you have any questions or need additional assistance, please contact me at 707-784-3057.

Respectfully yours,

A handwritten signature in blue ink that reads "Kirk Starkey".

Kirk Starkey  
Deputy Auditor-Controller



## **Attachment A**

### **Solano County Fair Reporting Structure**

The Solano County Fair Association (SCFA) conducts, under an agreement with Solano County (County), the annual County Fair and oversees the day-to-day operations of the County's fairgrounds property. The SCFA is a 510(c)(3) nonprofit organization with its own Articles of Incorporation and By-Laws whose Board Members are appointed by the County's Board of Supervisors.

However, the activities of the Fair are accounted for as an enterprise fund, and are presented in the County's Comprehensive Annual Financial Report (CAFR). In governmental accounting, an enterprise fund entity provides goods or services to the public for a fee that makes the entity self-supporting; similar to a commercial enterprise.

Additionally, staff conducting the Fair and overseeing the day-to-day operations of the fairgrounds property are SCFA employees but are also part of the County's pension (CalPERS) and medical plans.

Accounting for the SCFA's (a non-profit entity) activities in an enterprise fund while also including employees of the SCFA within the County's CalPERS plan creates an inconsistent reporting structure.

#### **Recommendation:**

The SCFA Board should work with the County Board of Supervisors to adopt an appropriate reporting structure reflecting Fair operation realities.

### **Solano County Fair Management Reports**

As part of the biennial financial statement audit, we routinely provide audit adjustments to present the Fair's operations consistent with generally accepted accounting principles. These adjustments include recognizing depreciation expense, the Fair's share of the County's pension and Other Post-Employment Benefits (OPEB) liabilities, and pension obligation bond debt. In operating an enterprise activity, management should make these types of entries to adequately measure the Fair's operations by including these costs when developing user fees. If these costs are not included in the user fees the Fair may not be recovering all costs of operations.

Additionally, the Fair presents operating statements to the Fair board on a monthly basis which shows the Fair's operations in total by expense category (e.g., salaries/benefits, services and supplies, utilities, etc.). However, the Fair Board has not routinely been provided expenses by functional cost center (e.g. facility rental) that includes overhead allocated to the cost centers<sup>1</sup>. Allocating overhead costs to all cost centers provides the true cost of departmental operations.

By presenting expenses by cost center, management and the Fair Board can better monitor the operations and profitability of the individual cost centers/departments and make strategic business decisions based on the information.

#### **Recommendation:**

Present the Fair Board with monthly operating reports, by cost center, that include overhead costs allocated to all cost centers/departments.

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<sup>1</sup> The Auditor-Controller has requested this information but Fair management is still in the process of compiling the information as of the date of this letter.

### **Solano County Fair Operations**

We have audited the financial statements of the Solano County Fair for the years ended December 31, 2017 and 2016 and we have observed the Fair continues to experience losses as a result of annual operating activities resulting in a decline in net position. As previously reported to the SCFA, the historical decline in cash and financial condition of the Fair since December 31, 2000 is presented below:

Year	Cash as of December 31	Revenues	Expenses	Change in Net Position
2017	\$190,671	\$3,296,306	\$3,518,456	(\$222,150)
2016	\$286,593	\$3,243,856	\$3,287,844	(\$43,987)
2015	\$241,290	\$3,026,853	\$3,097,196	(\$70,343)
2014	\$88,564	\$2,833,762	\$3,407,474	(\$573,712)
2013	\$693,568	\$2,967,269	\$3,374,264	(\$406,995)
2012	\$841,090	\$2,841,209	\$3,391,891	(\$550,682)
2011	\$1,135,685	\$3,522,315	\$3,507,490	\$14,825
2010	\$1,178,186	\$3,307,363	\$3,559,475	(\$252,112)
2009	\$939,286	\$3,716,343	\$4,307,505	(\$591,162)
2008	\$1,327,025	\$4,680,423	\$4,868,352	(\$187,929)
2007	\$1,343,783	\$5,154,299	\$5,296,075	(\$141,776)
2006	\$1,041,132	\$4,849,541	\$5,702,059	(\$852,518)
2005	\$1,147,200	\$4,597,682	\$4,707,722	(\$110,040)
2004	\$957,587	\$5,238,002	\$5,475,132	(\$237,130)
2003	\$1,122,886	\$5,102,944	\$5,640,583	(\$537,639)
2002	\$1,641,773	\$5,320,839	\$5,410,356	(\$89,517)
2001	\$1,971,113	\$5,298,283	\$5,182,459	\$115,824
2000	\$2,161,739	\$5,006,907	\$4,340,785	\$666,122

#### **Recommendation:**

Fair management, in conjunction with the Solano County Board of Supervisors, should pursue plans to address this ongoing structural deficit.

**OFFICE OF THE AUDITOR-CONTROLLER**

**SIMONA PADILLA-SCHOLTENS, CPA**  
Auditor-Controller

**PHYLLIS TAYNTON, CPA**  
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**ADDENDUM TO MANAGEMENT MEMO**

October 22, 2018

Board of Directors  
Solano County Fair Association  
900 Fairgrounds Drive  
Vallejo, CA 94589

Members of the Board:

Subsequent to the release of our audit report of the financial statements of the Solano County Fair (Fair), a component unit of the County of Solano, as of and for the years ended December 31, 2017 and 2016, Fair management brought to the Auditor-Controller's (ACO) attention a potential issue with the Fair's compliance with CalPERS enrollment requirements.

Based upon our initial review, this matter did not appear to have a material effect to the Fair's financial statements and thus does not require any adjustments to the financial statements.

However, because the Fair participates in the County's CalPERS plan, the ACO is working with the Fair's management to determine the Fair's compliance with the County's CalPERS contract agreement.

We recommend the Board of Directors review the matter with Fair management and continue to work with the ACO to correct any potential deficiencies. If you have any questions, please contact me at 707-784-3057.

Respectfully yours,

A handwritten signature in blue ink that reads "Kirk Starkey".

Kirk Starkey  
Deputy Auditor-Controller





# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	23	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Report	<b>Department:</b>	County Administrator
<b>File #:</b>	18-758	<b>Contact:</b>	James Bezek, 784-6112
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	
<b>Title:</b>	Receive a verbal update on the status of the Solano County Fair Governance Subcommittee comprised of Supervisors Monica Brown and Skip Thomson		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Fair Governance Subcommittee Agendas, B - Fairgrounds Management Agreement, C - SCFA By-Laws		

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

Public Hearing Required? Yes ☐ No ☒

### **DEPARTMENTAL RECOMMENDATION:**

The County Administrator's Office (CAO) recommends that the Board of Supervisors receive a verbal update on the status of the Solano County Fair Governance Subcommittee comprised of Supervisors Monica Brown and Skip Thomson.

### **SUMMARY/DISCUSSION:**

At the February 6, 2018 Board of Supervisor's meeting, the Board appointed Supervisor Monica Brown and Supervisor Skip Thomson to the Fair Governance Subcommittee to meet with Directors of the Solano County Fair Association (SCFA) to address concerns raised by the SCFA; to discuss revisions, clarifications and modifications to the SCFA By-Laws and the Fairgrounds Management and Operations Agreement; and to report back to the Board of Supervisors on recommendations on how to proceed going forward with the Fair. The SCFA Board of Directors appointed Directors Carole Paterson, Norma Placido, Mike Coakley, Ray Simonds and Lee Williams to the subcommittee. Directors Mike Coakley and Ray Simonds have resigned from the SCFA and no longer serve the subcommittee. Director Norma Placido who replaced Mike Coakley on the Subcommittee is currently on a leave of absence.

The two Board members and two remaining Fair Directors, Carole Paterson and Lee Williams, have met four times (March 16, May 9, August 29 and October 16, 2018) since February 2018 with the next scheduled meeting on November 15, 2018. The meetings have alternated between County and Fairground locations with each party presenting items for discussion and the subcommittee working through items with the goal of presenting final recommendations to the Board of Supervisors.

Significant discussions have occurred with regard to the current By-Laws and Fair Management and Operations Agreement:

#### **1. By-Laws:**

Currently in the By-Laws, Directors are appointed by the Board of Supervisors. The SCFA Directors voiced concern on lack of appointment of replacement Directors and requested the ability to appoint their own Directors. After much discussion, the subcommittee members Supervisors Brown and Thomson recommended to retain the appointment authority for Directors to the Fair Board, but current SCFA Directors can provide applicants for the Board to consider.

2. Fairgrounds Management and Operations Agreement:

Fair Association staff will present a business plan/proposed budget the subcommittee at the November 15, 2018 Subcommittee meeting and will request an extension to the current Agreement set to expire at the end of January 2020.

Pending resolution of all items for discussion, the Subcommittee plans to return the Board of Supervisors in December with any recommendations on revisions/modifications to the By-Laws and any recommendations regarding extension of the current Fair Management and Operation Agreement or to allow the Agreement to expire and discuss a transition plan.

**FINANCIAL IMPACT:**

The Subcommittee utilizes staff from Fairgrounds Management (Fair) and staff from the County Administrator's Office (CAO) to assist with meetings and coordination of documents and all costs are covered within the existing operating budgets for the Fair and CAO.

**ALTERNATIVES:**

1. The Board could choose to not receive this status update but would miss an opportunity to receive information regarding progress achieved by the Fair Governance Subcommittee.

**OTHER AGENCY INVOLVEMENT:**

County Counsel has provided input and guidance on the status and substance of the current By-Laws and Management and Operation Agreement for the Solano County Fairgrounds and could assist with modifications and revisions to the By-Laws and Management and Operations Agreement.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



**SOLANO**  
**COUNTY**

675 Texas Street, Suite 6500  
Fairfield, CA 94533-6342  
(707) 784-6100  
Fax (707) 784-7975

[www.solanocounty.com](http://www.solanocounty.com)

March 16, 2018

1:00PM

Solano County Fairgrounds, Directors' Room

Proposed Agenda for Collaborative Meeting with the Subcommittee of the Board of Supervisors (BOS) and Solano County Fair Association (SCFA) Board of Directors

BOS: Supervisors Skip Thomson and Monica Brown

SCFA: Directors Michael Coakley, Carole Paterson, Raymond Simonds, Lee Williams

1. Discuss opportunities to revise Solano County Fair Association By-Laws
  - a. Number of Directors
  - b. Term of Directors
  - c. Attendance Requirements
  - d. Fiscal, Operational Skill requirements
  - e. Criteria for replacement and reappointments by Board of Supervisors
  - f. Fundraising
  - g. Reporting Requirements/Methods for Directors in the future to more effectively communicate to Board of Supervisors
    - i. Proposal submitted by the California Fair Services Authority to provide Strategic Planning Services to the Board of Directors of the SCFA
    - ii. Ag Day
  - h. Next Steps



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May 9, 2018

2:00PM

Solano County Administration Center – Room 6003

Agenda for Collaborative Meeting with the Subcommittee of the Board of Supervisors (BOS) and Solano County Fair Association (SCFA) Board of Directors

BOS: Supervisors Skip Thomson and Monica Brown

SCFA: Directors Carole Paterson, Norma Placido, Raymond Simonds, Lee Williams

1. Discuss & Define Roles and Responsibilities for Joint Governance Subcommittee
  - a. County Supervisors
  - b. SCFA Directors
  - c. County Staff
  - d. SCFA Staff
2. General Discussion of Outcome Goals for Joint Governance Sub-committee
  - a. Update By-laws
  - b. Revise Management Agreement
  - c. Others
3. Report out from Fair Board on Discussion on Revisions to SCFA By-Laws
  - a. Number of Directors
  - b. Term of Directors
  - c. Attendance Requirements
  - d. Fiscal, Operational Skill requirements
  - e. Criteria for replacement and reappointments by Board of Supervisors
  - f. Fundraising
  - g. Reporting Requirements/Methods for Directors in the future to more effectively communicate to Board of Supervisors
4. Management Agreement
  - a. Discuss Roles & Responsibilities of both parties (County & SCFA)
  - b. Discuss Impacts of Facility Maintenance and Construction Projects
5. SCFA's Pre-Strategic Planning Fact Gathering Efforts
  - a. Involvement of Board of Supervisors
6. Next Steps



Wednesday, August 29, 2018 2:00 pm

Solano County Fairgrounds – Directors’ Room

Agenda for Collaborative Meeting with the Subcommittee of the Board of Supervisors (BoS) and Solano County Fair Association (SCFA) Board of Directors

BoS: Supervisors Skip Thomson and Monica Brown

SCFA: Directors Carole Paterson and Lee Williams

1. **Report from Fair Board on Strategic Planning Workshop**
  - a. Executive Summary of Pre-Planning Interviews
  - b. 2018 – 2019 Strategic Planning Workshop Report
  - c. 4 near-term goals
2. **Report from Fair Board on Discussion on Revisions to SCFA By-Laws**
  - a. Number of Directors
  - b. Term of Directors
  - c. Attendance Requirements
  - d. Fiscal, Operational Skill requirements
  - e. Criteria for replacement and reappointments by Board of Supervisors
  - f. Fundraising
  - g. Reporting Requirements/Methods for Directors in the future to more effectively communicate to Board of Supervisors
3. **Discussion of Management Agreement**
  - a. Roles & Responsibilities of both parties (County & SCFA)
  - b. Impacts of Facility Maintenance and Construction Projects
  - c. Process & Timeline for revision of existing agreement
4. **Discussion of Next Steps by all Parties**

*Attachments:*

*A – Executive Summary of Pre-Planning Interviews*

*B – 2018 – 2019 Strategic Planning Workshop Report*

*C – Current SCFA By-Laws*

*D – Current Directors Committee Assignments*

*E – SCFA Board of Directors Status as of Mon 8/27/18*

*G – Draft Amended SCFA By-Laws*

*H – Current Management Agreement*





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October 16, 2018

1:30 PM

Solano County Administration Center – Room 6003

Agenda for Collaborative Meeting with the Subcommittee of the Board of Supervisors (BOS) and Solano County Fair Association (SCFA) Board of Directors

BOS: Supervisors Skip Thomson and Monica Brown

SCFA: Directors Carole Paterson, Lee Williams

1. Report out from SCFA Governance Sub-Committee Directors on any outstanding items regarding SCFA By-Laws and County-SCFA Management/Operation Agreement since August 29, 2018 meeting
2. Report out from BOS Governance Sub-Committee Members regarding Fair Association appointment of Directors
3. Report out from BOS Governance Sub-Committee Members regarding Management/Operation Agreement
4. Next Steps

Previous Meetings:

August 29, 2018

May 9, 2018

March 16, 2018

**AGREEMENT for the MANAGEMENT and OPERATION  
of the SOLANO COUNTY FAIRGROUNDS**

This Agreement is made on Jan. 25, 2011 between County of Solano, a political subdivision of the State of California, ("County"), and Solano County Fair Association, a California non-profit corporation, ("SCFA").

**RECITALS**

A. County owns approximately 152 acres of real property and improvements located at the intersection of I-80 and Hwy. 37, and bounded by Fairgrounds Drive on the west and Coach Lane on the south (the "Fairgrounds Property").

B. County conducts an annual County Fair on the Fairgrounds Property.

C. SCFA is experienced in the business of operating and managing fairs and has operated the County Fair on behalf of the County since 1946.

D. County desires to engage the services of SCFA to manage and operate the Fair and maintain the Fairgrounds Property, and SCFA desires to provide such services on the following terms and conditions.

E. The parties agree that this Agreement is intended to supersede all prior agreements related to the responsibilities between the parties for the operation and maintenance of the Fairgrounds Property until such time as the Fairgrounds Property is further developed, or as otherwise modified by the Parties.

In consideration of the mutual covenants contained in this Agreement, the parties agree:

**1. AGENCY**

*A. Appointment and Purpose.*

SCFA will:

- i. Except as otherwise provided in this Agreement and pursuant to California Government Code §25906, act as the exclusive agent of County to operate the annual Solano County Fair ("Fair"), and use, manage and maintain the Fairgrounds Property.
- ii. Make improvements and take other steps necessary to generate additional revenue through the management and operation of the areas Fairgrounds Property not otherwise privately developed. However, the County Board of Supervisors must first approve by separate action any significant changes or improvements to the Fairgrounds Property which substantially change the current condition of the Fairgrounds Property or the SCFA's current operations.
- iii. Cooperate fully with the County at all times.

- iv. On or before March 31<sup>st</sup> and August 30<sup>th</sup> of each year of this Agreement, SCFA will submit a report detailing all activities pursuant to this Agreement. Upon the mutual agreement of the County Administrator and the SCFA, the report may be in the form of a presentation to the Board of Supervisors at a regular meeting, a meeting with the County Administrator or in the form of a written document submitted to the County Administrator.

*B. Standards of Performance.*

Subject to all State, Federal and local laws and regulations, SCFA will manage, operate and conduct the Fair and the areas of the Fairgrounds Property that are not otherwise privately developed to the end that the Fair and use of the Fairgrounds Property shall be in accordance with the highest and best standards for the County's benefit.

*C. Articles of Incorporation and Bylaws.*

SCFA's Articles of Incorporation and Bylaws are attached and incorporated into and made fully a part of this Agreement.

**2. TERM AND TERMINATION**

- A. The term shall commence February 1, 2011 and shall expire January 31, 2014.
- B. Either party may terminate this Agreement, at any time, with or without cause, upon 90 days written notice from one to the other.
- C. Concurrent with the annual approval of SCFA's budget, the parties agree to recommend to the Board of Supervisors that this Agreement be annually amended to extend the term for two additional one (1) year options.

**3. FINANCIAL MANAGEMENT**

*A. ACCOUNTING/AUDIT*

SCFA will:

- i. Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles as required by County and/or the State of California, Department of Food and Agriculture, Division of Fairs and Exposition ("F&E").
- ii. Document all costs by maintaining complete and accurate records of all financial transactions associated with the operations of the Fair and the Fairgrounds Property, including but not limited to, invoices and other official documentation that sufficiently supports all charges made by SCFA.
- iii. Preserve all books, records and supporting documents as public records until destroyed according to the requirements of applicable law.
- iv. Timely submit an annual budget to the County for approval, and once approved by the County's Board of Supervisors, submit the budget to F&E, as required by law.
- v. Comply with all applicable laws in amending budgets after SCFA's budget is approved by F&E.

- vi. Operate within its budget and the General Manager shall take all appropriate actions to avoid an operating loss.
- vii. Monitor all aspects of all Agreements, including, but not limited to, Agreement compliance, performance and payment in accordance with the SCFA's procurement policy which has been approved by the County Administrator.
- viii. Submit to a biennial audit, performed by the County Auditor, no later than April 1<sup>st</sup> for the two preceding fiscal years. The audit will be submitted to the Board of Supervisors for approval. The first audit to be performed under this Agreement will be performed in the year 2012, covering years 2010 and 2011.

**B. ASSET MANAGEMENT**

SCFA will:

- i. Establish and adhere to a written fixed asset policy and procedure which shall be subject to review and approval by the County.
- ii. Establish and adhere to a written procurement policy subject to review and approval by the County.
- iii. Establish a reserve to provide for deferred and major maintenance.
- iv. Establish a replacement plan for major physical assets. No permanent capital improvement shall be made without prior County approval.

**C. CONTRACTING**

SCFA will:

- i. Delineate any expenditure contract exceeding \$50,000 (with the exception of arena entertainment contracts), in the annual budget submitted to the County for approval. Approval of the budget by the Board of Supervisors shall constitute specific approval for the SCFA to enter into the contracts so delineated.
- ii. Include an annual budget line item for arena entertainment which may be included in the budget as a lump sum.
- iii. With the exception of arena entertainment contracts, expenditure contracts exceeding \$50,000 which are not specifically delineated in the annual budget shall be subject to the approval of the Board of Supervisors in accordance with the County's Purchasing & Contracting Policy.
- iv. Negotiate and enter into revenue generating contracts (i.e., sponsorship agreements, facility license agreements) without the approval of the Board of Supervisors, regardless of dollar amount provided such contracts are consistent with the terms of this Agreement.

**4. REVENUE PARTICIPATION AND FINANCIAL OBLIGATIONS**

**A. FAIRGROUND REVENUES**

- i. SCFA will retain all moneys collected from the management and operation of the annual Solano County Fair and the Fairgrounds Property.

- ii. County shall remit all revenues from any ground leases on the Fairgrounds Property that are in effect as of the date of this Agreement, or any new leases which renew, replace or modify any existing leases, to the SCFA within thirty days of receipt of lease payment.
- iii. County shall remit all revenue from the existing ground leases for the site where the existing Courtyard by Marriott is located, and for the site currently leased by Mattina Enterprises, where the existing Chevron gas station, Carl's Jr. and Baskin Robbins is located to the SCFA within thirty days of receipt of the lease payment.
- iv. Distribution of any revenue from leases executed after the date of execution of this Agreement that do not renew, replace or modify any lease existing as of the date of execution of this Agreement will be determined at the time the new lease is executed.

*B. .33 REVENUES*

- i. Pursuant to Bus. & Prof. Code section 19605.7(d) and 19610.4, Solano County receives .33 revenues in connection with satellite wagering operations (".33 monies").
- ii. The Parties agree that the .33 monies received by County will be used to offset costs for County services provided to SCFA.
- iii. To the extent that there is an excess of .33 monies after accounting for County services, the parties agree that County may sweep the excess monies into the General Fund
- iv. To the extent that the costs of County services provided to the SCFA exceed the amount of .33 funds, the SCFA will be obligated to pay for those services at the current rate as set forth elsewhere in this Agreement.
- v. In order to facilitate Fair's effective management of its resources, County will submit to SCFA on a quarterly basis a detailed accounting of .33 monies received by the County and County services charged against .33 monies. Quarterly statements may be submitted individually by each department. The last quarterly statement must be submitted prior to the time the Auditor closes the books for the fiscal year to allow for their payment from any excess .33 funds.

*C. COUNTY PENSION OBLIGATION BONDS*

- i. Due to SCFA's participation in the County's Miscellaneous Retirement Plan with the Public Employment Retirement System ("CalPERS"), SCFA is obligated to pay its share of the County-issued Series 2004 Pension Obligation Bonds (POBs), which prepaid the parties' obligations under the contract with CalPERS for the County's Unfunded Accrued Actuarial Liability (UAAL) as of June 30, 2002 and June 30, 2004, respectively. The Fair's annual obligation of the Series 2004 and Series 2005 POBs will continue to be 0.6307% and 0.4887%, respectively of the scheduled principal and interest. The County's Pension Advisory Committee will set the POB rates annually.
- ii. Each pay period, the SCFA will remit its share of the POB liability by applying the POB rate as determined by the County's Pension Advisory Committee to its PERS wages. The County will allocate the SCFA's biweekly payment between principal

and interest in accordance with the original debt amortization schedules of the 2004 & 2005 POBs. Any amounts remitted over the SCFA's applicable share shall be applied to the principal balance. Any amounts remitted under the SCFA's applicable share shall be applied first to interest.

- iii. SCFA will continue to pay its share until the maturity of the POBs scheduled to be redeemed by June 30, 2024 and June 30, 2025. The County will absolve any residual balance remaining at the end of the twenty-year term.
- iv. If the County plans to issue any additional POBs, the County shall notify the SCFA at least sixty (60) days in advance of such issuance and inform it of the financial impact of such decision. The amount of the POBs allocated to the SCFA will be based on the SCFA's covered payroll as a percent of the County's covered payroll as of the date of the actuarial valuation. The amortization period will coincide with the new POB term.

## 5. SECURITY

### A. GENERAL PURPOSE

The parties agree that the Solano County Sheriff ("Sheriff"), in cooperation with the Vallejo Police Department, is responsible for the enforcement of all applicable laws on the Fairgrounds Property. SCFA and Sheriff will work jointly to establish a plan ("Plan") for a law enforcement presence during the annual Solano County Fair, including the number of officers to be present on the grounds, the dates and times for the presence of officers, and the expected duties of officers. The Plan will be completed on an annual basis and shall be reduced to writing no later than thirty (30) days prior to the commencement of the annual Solano County Fair.

### B. RESPONSIBILITIES OF SHERIFF

Sheriff will:

- i. Establish and maintain a strong law enforcement presence, and provide law enforcement services during the annual Solano County Fair in accordance with the Plan.
- ii. Provide additional law enforcement services at interim events on the Fairgrounds Property, as needed.

### C. RESPONSIBILITIES OF SCFA

SCFA will provide unimpeded access to the Fairgrounds Property for law enforcement officers performing patrol and/or law enforcement services on a year round basis and shall cooperate with Sheriff to facilitate law enforcement services on the Fairgrounds Property.

### D. COMPENSATION

- i. Compensation for law enforcement services during the annual Solano County Fair shall be at the overtime rate set forth in the current Deputy Sheriff's Association contract for the year in which services are performed, for each officer working overtime at the Solano County Fair.
- ii. Compensation for law enforcement services at interim events shall be at the

overtime rate set for in the Deputy Sheriffs Association contract in existence at the time of the interim event at which services are performed. The compensation shall be paid by the lessor of the Solano County Fairgrounds requiring law enforcement services.

- iii. Sheriff will provide SCFA with the current Deputy Sheriff's Association contract rates no later than sixty (60) days before the opening of the annual Solano County Fair to be incorporated into the Plan.
- iv. Any revisions to the Fair Plan shall be in writing and signed by the General Manager of the SCFA and a designated representative of the Sheriff's Office.
- v. SCFA will pay for Sheriff's services via check or, if paid with available .33 money, by journal voucher entry within 60 days of receipt of an invoice.

## **6. LEGAL SERVICES**

### **A. SERVICES PROVIDED**

Unless otherwise approved by County, SCFA will be provided legal services by the County Counsel's office.

### **B. COMPENSATION**

Legal services will be charged at the rate approved by the County Board of Supervisors, which as of the date of execution of this Agreement is \$145 per hour. County will notify SCFA thirty (30) days before the effective date of any change in the hourly rate not set forth in this Agreement. Fees for services will be charged against .33 monies.

### **C. ACCOUNTING**

County Counsel will provide SCFA with a quarterly statement detailing the services provided and hours expended by its attorneys in providing services to SCFA.

## **7. HUMAN RESOURCES SERVICES**

### **A. SERVICES TO BE PROVIDED**

It is understood and agreed that SCFA employees are included on the County's standard dental and vision plans. Human Resources will provide management and staff support as necessary to the inclusion of SCFA's employees in these plans.

### **B. COMPENSATION**

SCFA will compensate Human Resources according to the rate established pursuant to the County cost plan charged to all other internal departments and paid out of .33 monies.

## **8. REAL ESTATE SERVICES**

### **A. SERVICES TO BE PROVIDED**

County's Department of General Services, Real Estate Services will administer all current ground leases of the Fairgrounds Property between County and any tenant. Real Estate Services will receive all lease payments and transfer revenues via journal

voucher entry into SCFA's account. Real Estate Services will be responsible for enforcing compliance with lease terms, up to and including the initiation of any litigation necessary to achieve tenant compliance with lease terms.

**B. COMPENSATION**

SCFA will compensate the Department of General Services, Real Estate Services according to the rate established pursuant to the County cost plan charged to all other internal departments and paid out of .33 monies.

**9. AUDITOR/CONTROLLER SERVICES**

**A. SERVICES TO BE PROVIDED**

The Auditor/Controller will provide the following services:

- 1. Audit** – Audit will be performed on a biennial basis, beginning in 2012 for the years 2010 and 2011.
- 2. General Accounting** – The Controller will:
  - (1) Process general accounting transactions to the Integrated Fund Accounting System;
  - (2) PERS and Pension Obligation Bond collection and accounting;
  - (3) Accounting of .33 money, preparing journal for services provided by other county departments, monitoring and tracking of the fund;
  - (4) Compilation of budget data for Countywide Budget;
  - (5) Compilation of Audited financial data for CAFR;
  - (6) General oversight and review.

**B. COMPENSATION**

- 1. Audit** -- The cost of the audits will be agreed upon between the Auditor and the SCFA in advance of the audit based upon the estimate of staff hours needed to complete the audits and the Auditor's hourly rate established pursuant to the County cost plan charged to all other internal departments and paid out of .33 monies.
- 2. General Accounting** – General Accounting services will be charged at the rate established pursuant to the County cost plan charged to all other internal departments and paid out of .33 monies.

**10. OTHER SERVICES**

At its option, SCFA may elect to use other County services, including but not limited to, Fleet Services, Reprographics, Architectural Services and any other service that the County provides to County Departments. SCFA will be charged at the established rate charged to other County Departments, with payment to be charged against .33 monies.

**11. LEASE OR REDEVELOPMENT PLANNING OF FAIRGROUNDS PROPERTY**

County will consult with the SCFA regarding any potential lease or redevelopment of Fairgrounds Property that will materially affect SCFA's operations, revenue streams, or use of the Fairgrounds Property.



## 12. INSURANCE

A. Without limiting SCFA's obligation to indemnify County, SCFA must procure and maintain for the duration of the Agreement 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 Agreement and the results of that work by SCFA, SCFA'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

SCFA must maintain limits no less than:

(1) General Liability: (Including operations, products and completed operations.)	<b>\$5,000,000</b>	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability:	<b>\$1,000,000</b>	per accident for bodily injury and property damage.
(3) Workers' Compensation:	As required by the State of California.	
(4) Employer's Liability:	<b>\$1,000,000</b>	per accident for bodily injury or disease.

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

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

F. Other Insurance Provisions

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

- 1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of SCFA; and with respect to liability arising out of work or operations performed by or on behalf of SCFA including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to SCFA's insurance policy, or as a separate owner's policy.
- 2) For any claims related to work performed under this Agreement, SCFA's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of SCFA's insurance and shall not contribute to it.
- 3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by SCFA, except after 30 days prior written notice has been provided to County.

G. Waiver of Subrogation

- 1) SCFA agrees to waive subrogation which any insurer of SCFA may acquire from SCFA by virtue of the payment of any loss. SCFA 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 SCFA, its employees, agents and subcontractors.

H. Acceptability of Insurers

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

I. Verification of Coverage

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

- 5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

### **13. INDEMNIFICATION**

A. SCFA will indemnify, hold harmless and assume the defense of, the County, 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 SCFA's performance of this Agreement or from any persons directly or indirectly employed by, or acting as agent for, SCFA, excepting the sole negligence or willful misconduct of the County.

B. County will indemnify, hold harmless and assume the defense of, the SCFA, 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 County's performance of this Agreement or from any persons directly or indirectly employed by, or acting as agent for, County, excepting the sole negligence or willful misconduct of the SCFA.

C. Acceptance of insurance required by this Agreement does not relieve SCFA from liability under this indemnification clause. This indemnification clause shall apply to all damages or a claim for damages suffered by SCFA's operations regardless if any insurance is applicable or not.

### **14. GENERAL PROVISIONS**

#### **A. COMPLIANCE WITH LAW**

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

#### **B. CONFLICT OF INTEREST**

SCFA will ensure that SCFA'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 Solano County Fair or management of the fairgrounds. SCFA will employ or retain no such person while rendering services under this Agreement.

#### **C. DRUG FREE WORKPLACE**

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

#### **D. HEALTH AND SAFETY STANDARDS**

SCFA will abide by all health and safety standards set forth by the State of California and/or the County pursuant to the Injury and Illness Prevention Program. SCFA will abide by all health and safety standards set forth by the State of California and/or the County pursuant to the Injury and Illness Prevention Program. If applicable, SCFA will receive all health and safety

information and training.

**E. INSPECTION**

Authorized representatives of County, the state and/or the federal government may inspect and/or audit SCFA's performance, place of business and/or records pertaining to this Agreement.

**F. NONDISCRIMINATION**

- 1) In rendering services under this Agreement, SCFA will 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.
- 2) Further, SCFA will not discriminate against its employees in those areas which include, but are 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.

**G. NOTICE**

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

**COUNTY**  
County Administrator  
Solano County  
675 Texas St., Ste. 6500  
Fairfield, CA 94533

**CONTRACTOR**  
General Manager  
Solano County Fair Association  
900 Fairgrounds Drive  
Vallejo, CA 94589

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.

**H. CHANGES AND AMENDMENTS**

This agreement may not be modified unless such modification is in writing and signed by both parties to this agreement.

**I. CHOICE OF LAW**

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

**J. WAIVER**


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

**K. ENTIRE AGREEMENT**

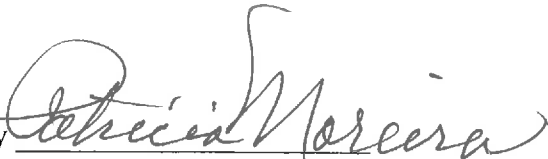
This Agreement, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or SCFA other than those contained into this Agreement. This Agreement supersedes all prior Agreements or agreements, verbal or written, between the

parties.

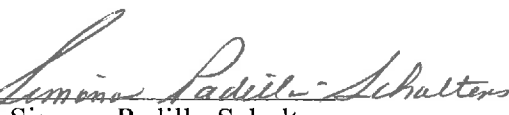
COUNTY OF SOLANO, a Political  
Subdivision of the State of California

By   
Michael D. Johnson  
County Administrator

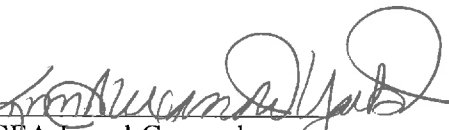
SOLANO COUNTY FAIR ASSOCIATION

By   
Patricia Moreira, President  
Solano County Fair Association  
Board of Directors

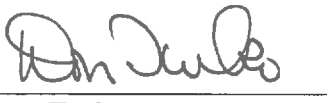
APPROVED AS TO CONTENT

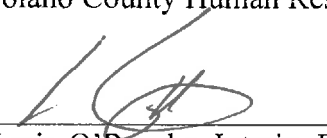
By   
Simona Padilla-Scholtens  
Solano County Auditor-Controller

APPROVED AS TO FORM

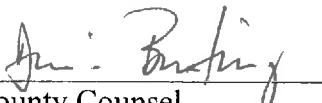
By   
SCFA Legal Counsel

By   
Gary Stanton  
Solano County Sheriff-Coroner

By   
Don Turko  
Solano County Human Resources

By   
Kevin O'Rourke, Interim Director  
Solano County General Services

APPROVED AS TO FORM

By   
County Counsel



## AGENDA SUBMITTAL TO SOLANO COUNTY BOARD OF SUPERVISORS

<b>ITEM TITLE</b> Approve a three-year contract with two annual one-year extensions with the Solano County Fair Association for management and operation of the Solano County Fairgrounds; and Authorize the County Administrator to sign the contract and any amendments		<b>BOARD MEETING DATE</b>  January 25, 2011	<b>AGENDA NUMBER</b>  5
<b>Dept:</b> <b>Contact:</b>  <b>Extension:</b>	County Administrator's Office Stephen Pierce  784-6122	<b>Supervisory District Number</b>  ALL	
<b>Published Notice Required?</b>		Yes _____	No <u>  X  </u>
<b>Public Hearing Required?</b>		Yes _____	No <u>  X  </u>

### DEPARTMENTAL RECOMMENDATION:

The County Administrator's Office recommends the Board approve a three-year contract with two annual one-year extensions with the Solano County Fair Association for management and operation of the Solano County Fairgrounds and authorize the County Administrator to sign the contract and amendments.

### SUMMARY:

Since 1946, the County has been contracting with the Solano County Fair Association (SCFA) for the management and operation of the Solano County Fair. The current agreement expires January 27, 2012. The current contract was originally entered into in January 2004 as a five-year contract with annual one-year extensions to make a rolling five-year contract. The annual renewal has not been executed since 2007.

The proposed contract is for a new three-year agreement with two one-year extensions, and enables the SCFA to enter into new contracts for facility use and services on the fairgrounds. At the same time, the County can move forward on long-term plans for the fairgrounds property and the Fair of the Future (Solano 360).

### FINANCING:

There is no direct financial impact to the County if the contract is approved; however, the SCFA will be able to enter into long-term agreements (in excess of 12 months) to generate additional annual income. Revenue generated from existing leases on the fairgrounds property are forwarded to SCFA. The SCFA will compensate the County for services provided by the various County departments according to the rates established under the County Cost Allocation Plan.

**DISCUSSION:**

California Government Code section 25906 allows the Board of Supervisors to contract with a nonprofit corporation to conduct an agricultural fair in the county. This section gives the Board discretion to determine the specific terms of the contract as well as the contract period.

The changes to the contract between the Solano County Fair Association and the Board of Supervisors include changes in the term of the contract and the incorporation of language from various separate agreements between the SCFA and County departments. In addition, clarifying language has been incorporated regarding financial responsibilities and the use of .33 revenues from satellite wagering.

Prior to the current contract, the agreement between the two entities has ranged from three to five years with options for extensions. The term of this agreement, if approved, is for three years (February 1, 2011 to January 31, 2014) with the option for two one-year extensions.

In September 2008, the County began efforts to revitalize the fairgrounds property and approved a vision for the 152-acre property in June 2009 known as Solano360 Vision. This agreement enables the SCFA to maintain day-to-day operations of the fairgrounds while retaining flexibility for the County to move forward on long-term plans for the potential redevelopment of the fairgrounds property and the Fair of the Future.

**ALTERNATIVES:**

The Board could choose not to approve the new Management Agreement with SCFA or it could request modifications to the terms. This action is not recommended because the terms of the Agreement have been negotiated by all affected departments.

**OTHER AGENCY INVOLVEMENT:**

County Counsel assisted with the negotiation of the Agreement. The Auditor-Controller, Director of General Services, Director of Human Resources, and Sheriff have reviewed the Agreement and have approved it as to content.

**DEPARTMENT HEAD SIGNATURE:**

By   
Michael D. Johnson,  
County Administrator

Attachment A: Agreement for the Management and Operations of the Solano County Fairgrounds

**SECOND AMENDMENT TO AGREEMENT for the MANAGEMENT  
and OPERATION of the SOLANO COUNTY FAIRGROUNDS**

This Second Amendment ("Second Amendment") is entered into as of Feb. 10, 2015, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and the SOLANO COUNTY FAIR ASSOCIATION, a California non-profit corporation ("SCFA").

**1. Recitals**

- A. The parties entered into an agreement dated January 25, 2011 (the "Agreement"), for SCFA to manage and operate the Fair and maintain the Fairgrounds Property. The Agreement was amended on January 31, 2014 to extend the term through January 1, 2016.
- B. The parties now desire to amend the Agreement a second time to modify certain terms.
- C. The parties agree to amend the Agreement as set forth below.

**2. Agreement**

- A. Section 2 is deleted in its entirety and replaced with:

**2. TERM AND TERMINATION**

- a. The term shall commence February 1, 2011 and shall expire January 31, 2018.
  - b. Either party may terminate this Agreement, at any time, with or without cause, upon 90 days written notice from one to the other.
  - c. Concurrent with the annual approval of SCFA's budget, this Agreement may be annually extended by an affirmative vote of the Board of Supervisors in additional one (1) year increments.
- B. Section 3C, subparagraph iv is deleted in its entirety and replaced with:
    - iv. Negotiate and enter into revenue generating contracts (e.g., sponsorship agreements, facility lease agreements) without the approval of the Board of Supervisors, regardless of dollar amount provided such contracts are consistent with the terms of this Agreement. In circumstances where the term of the revenue generating contract exceeds the remaining term of this Agreement, the SCFA may enter into such contracts with the concurrence of the County Administrator.
  - C. Section 4B, subparagraph iii is deleted in its entirety and replaced with:
    - iii. To the extent that there is an excess of .33 monies after accounting for County services, the parties agree any remaining excess monies will be retained by SCFA and deposited into the reserve account for major maintenance/capital deferrals.



D. Section 11 is deleted in its entirety and replaced with:

11. LEASE OR REDEVELOPMENT PLANNING OF FAIRGROUNDS PROPERTY

- A. Both SCFA and County understand that there is the possibility that the Solano 360 Project (development of the Fairgrounds site) will commence during the course of this Agreement. In the event that the construction of such project interferes with SCFA's use of the Fairgrounds Property, County will consult with the SCFA regarding any potential lease or redevelopment of Fairgrounds Property that will affect SCFA's operations, revenue streams, or use of the Fairgrounds Property.
- B. County agrees to provide SCFA with not less than 210 days' notice prior to the commencement of any construction in the private purpose areas, as designated in the attached Site Plan.
- C. County further agrees to require any third party's use of private purpose areas be coordinated with SCFA's use of the public purpose areas, as designated in the attached Site Plan, particularly as such use may impact circulation, signage, and any activities during the annual Fair.
- D. County agrees to require the replacement of signage from all third-parties that becomes necessary as a result of construction in the private purpose areas as designated in the Site Plan.

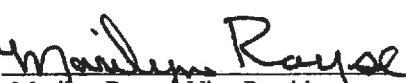
3. Effectiveness of Agreement

Except as set forth in this Second Amendment, all other terms and conditions specified in the Agreement remain in full force and effect.

COUNTY OF SOLANO, a Political  
Subdivision of the State of California

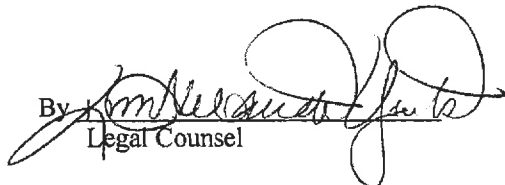
Solano County Fair Association

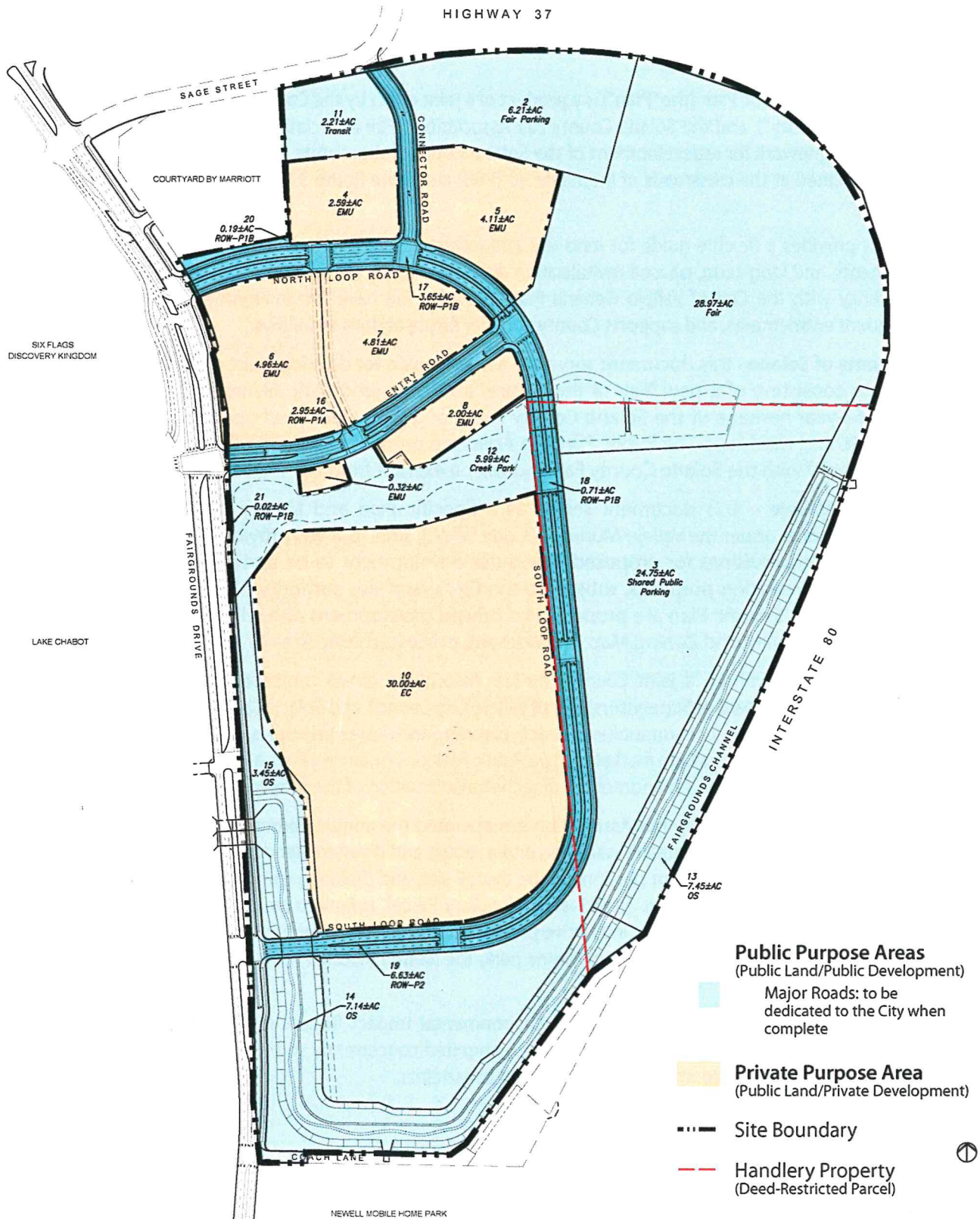
By   
Birgitta E. Corsello, County Administrator

By   
Marilyn Royse, Vice President

APPROVED AS TO FORM

By   
County Counsel

By   
Legal Counsel



Public & Private Purpose Areas



# Solano County

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

## Meeting Minutes - Action Only Board of Supervisors

*Erin Hannigan (Dist. 1), Chairwoman*  
(707) 553-5363

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

*Linda J. Seifert (Dist. 2)*  
(707) 784-3031

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

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

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Tuesday, November 24, 2015

8:30 AM

Board of Supervisors Chambers

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**23**      **[15-1106](#)**

Consider approving the Solano County Fair Association's CY2016 budget totaling \$2,833,883, including capital expenses; Approving the extension of the term of the Agreement for the Management and Operation of the Solano County Fairgrounds to expire January 31, 2019; Authorizing the SCFA to pursue federal and state grant and other revenues and delegating to the County Administrator approval of associated applications

**On motion of Supervisor Seifert, seconded by Supervisor Vasquez, the Board approved the Solano County Fair Association's CY2016 budget totaling \$2,833,883, including capital expenses; Approved the extension of the term of the Agreement for the Management and Operation of the Solano County Fairgrounds to expire January 31, 2019; Authorized the SCFA to pursue federal and state grant and other revenues and delegated to the County Administrator approval of associated applications. So ordered by 5-0 vote.**



# Solano County

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

## Meeting Minutes - Action Only Board of Supervisors

*Erin Hannigan (Dist. 1), Chairwoman*  
(707) 553-5363

*Linda J. Seifert (Dist. 2), Vice-Chair*  
(707) 784-3031

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

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

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

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Tuesday, November 1, 2016

8:30 AM

Board of Supervisors Chambers

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### AMENDED AGENDA

11

[16-842](#)

Consider approving an increase of \$116,620 in the Solano County Fair Association's (SCFA) CY2016 Adopted Budget, for a total of \$2,979,650; Approving the SCFA's CY2017 budget totaling \$2,992,373, including capital expenses; Approving the extension of the term of the Agreement for the Management and Operation of the Solano County Fairgrounds to expire January 31, 2020; and Authorizing the SCFA to pursue federal and state grant and other revenues and delegating to the County Administrator approval of associated applications

**On motion of Supervisor Seifert, seconded by Supervisor Thomson, the Board approved an increase of \$116,620 in the Solano County Fair Association's (SCFA) CY2016 Adopted Budget, for a total of \$2,979,650; Approved the SCFA's CY2017 budget totaling \$2,992,373, including capital expenses; Approved the extension of the term of the Agreement for the Management and Operation of the Solano County Fairgrounds to expire January 31, 2020; and Authorized the SCFA to pursue federal and state grant and other revenues and delegated to the County Administrator approval of associated applications. So ordered by 5-0 vote.**

# Solano County Fair Association

## By-Laws

*Amended February 11, 2015*

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### Article I

**Section 1 – Name:** The name of this Association is the name established by law, to wit: Solano County Fair Association.

**Section 2 – Office:** The office for transaction of the business of the Association is hereby fixed and located at 900 Fairgrounds Drive, in the City of Vallejo, California. The Board of Directors may change the location of said office within the County.

### Article II

**Section 1 – Purpose:** The Association is organized to ensure a positive experience for the public by providing a year-round multi-purpose venue that showcases and celebrates the wide variety of resources and activities available to our diverse communities. The Association shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal Income Tax under section 501 (C) (3) of the Internal Revenue Code.

**Section 2 – Appointment:** All Directors are appointed by a member of the Board of Supervisors of Solano County. Three Directors are appointed by each County Supervisor, and serve for a term of four (4) years or a term designated by the Board of Supervisors. They shall serve without compensation while members thereof.

**Section 3 – Powers:** Subject to the limitations of the By-Laws, the Solano County Agreement, the statutes of the State of California, including the approval of the Department of Food and Agriculture as required by law, all powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be controlled by, the Board of Directors

**Section 4 – Meetings:** All meetings shall be conducted in accordance with the Ralph M. Brown Act and newly revised edition of Roberts Rules of Order.

**Section 5 – Regular Meetings:** The regular meeting will be held on the third Wednesday of each month. If there is a conflict of the date of the Regular Meeting, it may be rescheduled at the discretion of the President or designee.

**Section 6 – Annual Meetings:** The annual meeting shall be held in August of each year, and may coincide with the August Regular Meeting.

### Article III

**Section 1 – Officers:** The officers of the Association of the Board of Directors shall be President, Vice President, and Treasurer. The Chief Executive Officer / General Manager (CEO/GM), or his/her designee, serves as Secretary of the Association.

**Section 2 – Election:** The officers of the Association shall be elected by the Board at its annual meeting and each shall hold office, beginning at the September Board meeting, for a period of one

# Solano County Fair Association

## By-Laws

*Amended February 11, 2015*

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year or until their successor is elected, unless he or she resigns, is removed or is otherwise disqualified to serve. The provisions of this section do not apply to the Chief Executive Officer/General Manager of the Association.

**Section 3 – Removal And Resignation:** Any officer may be removed for cause by an affirmative vote of at least 2/3 of a quorum of the members of the Board of Directors present at any regular, special or emergency meeting.

Any officer may resign at any time by giving written notice to the President or the Board of the Association. Any such resignation shall take effect at the date of receipt of such notice. The acceptance of such resignation shall not be necessary to make it effective.

Any director who misses three (3) consecutive unexcused regular meetings from the Board shall be deemed to have resigned from the Board. A Director may be removed for cause by the Solano County Board of Supervisors upon recommendation of the Board of Directors.

**Section 4 – Vacancies:** A vacancy on the Board because of death, resignation, removal, disqualification or any other cause shall be filled by appointment by the Solano County Supervisor of the district involved for the unexpired portion of the term. If an office becomes vacant, the election will be held at the next regular meeting or at a special meeting called by the Board.

**Section 5 – President:** The President shall preside at all meetings of the Board. Should the President not be present at any meeting of the Board, the Vice President shall preside at that meeting. In the absence of the President and Vice President, The Treasurer shall preside. In their absence, the Immediate Past President shall preside.

**Section 6 – Vice President:** The Vice President shall perform duties of the President in his/her absence. He/She shall perform duties as are assigned by the President. The Vice President shall serve as a full voting member on all committees.

**Section 7 – Treasurer:** The Treasurer shall be the Chairman of the Finance Committee and shall present the financial report at the monthly Board meetings. The Treasurer will perform additional financial analysis as directed by the Board.

**Section 8 – Chief Executive Officer/General Manager (CEO/GM):** The Board of Directors shall hire the CEO/GM and prescribe such powers and duties as may be consistent with the law or with the By-Laws. The CEO/GM will be evaluated at least once per year by the Executive Committee.

The CEO/GM shall keep or cause to be kept at the office of the Association a book of minutes of all meetings of the Directors with the time and place of meetings, whether regular, special or emergency and if special or emergency, how authorized and noticed, giving the names of those present at the meeting and the proceedings at the meeting.

The CEO/GM shall give or cause to be given the required notice for all meetings of the Board shall furnish copies of the minutes of each meeting to the Directors.

# Solano County Fair Association

## By-Laws

*Amended February 11, 2015*

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The CEO/GM shall cause to be kept and maintained adequate and correct accounts of properties and business transactions of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains, losses and capital. The CEO/GM shall deposit or cause to be deposited all monies and other valuables in the name of and the credit of the Association with such depositories as may be designated by the Board. The CEO/GM shall disburse the funds of the Association as ordered by the Board, shall render to the President and Directors an account of all financial transactions and of the financial condition of the Association.

**Section 9 – Executive Committee:** The Executive Committee will be comprised of the President, Vice President, Treasurer, Immediate Past President and up to three (3) additional Directors.

### Article IV

**Section 1 – Committees:** The President has the responsibility of appointing the Chair and members of standing committees. The President may appoint such ad hoc committees, chair and members, as he or she deems necessary.

**Section 2 – Inspection of By-Laws:** The Association shall keep in its office the original or a copy of the By-Laws, as amended or otherwise altered to date, certified by the CEO/GM, which shall be open to inspection by the public during office hours.

### Article V

#### Amendments

**Section 1 – Power of Directors:** The By-Laws may be altered, amended or repealed, and new and additional By-Laws adopted at any time by an affirmative vote of a majority of a quorum of the Board.

#### ***Certification***

I hereby certify that this is a true and correct copy of the  
By-Laws of the Solano County Fair Association  
as amended on February 11, 2015.

---

Stephen L. Pierce  
Chief Executive Officer / General Manager





# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	24	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Miscellaneous	<b>Department:</b>	County Administrator
<b>File #:</b>	18-759	<b>Contact:</b>	James Bezek, 784-6112
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	
<b>Title:</b>	Receive an update on the Solano360 project and the Fairgrounds Demolition Project at the Solano County Fairgrounds in Vallejo		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Site Map, B - List of Structures for Demolition, C - Land Use Maps		

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

### **DEPARTMENTAL RECOMMENDATION:**

The County Administrator's Office (CAO) recommends that the Board of Supervisors receive an update on the Solano360 project and the Fairgrounds Demolition Project at the Solano County Fairgrounds in Vallejo.

### **SUMMARY:**

As part of the ongoing Solano360 project, staff solicited bids and the Board awarded a contract to Central Valley Engineering for the demolition of structures on the Fairgrounds site consistent with the Specific Plan in an effort to continue to move the project forward and clear away blighted and outdated structures. The demolition work is removing site improvements that are beyond their useful life and/or unable to be used in their current condition. A list of the Fairground structures being demolished, years constructed, and current use is attached. It is staff's recommendation that once an area on the Fairgrounds has been demolished by a demolition contractor, that the County assumes control of management of the area as the property owner and secures the area with adequate fencing. The proposed areas of control after demolition are attached. Additionally, County staff is currently working on outreach plans for future development as well as working with City of Vallejo staff to discuss ways to move the Solano360 project forward through shared resources and strategic planning efforts.

### **FINANCIAL IMPACT:**

The Fairgrounds demolition scope includes both demolition and site improvements totaling \$4,748,162 which are budgeted as part of the FY2017/18 budget in Budget Unit 1820.

### **DISCUSSION:**

On June 5, 2018, the Board of Supervisors approved a contract with Central Valley Engineering, Inc. for demolition and site improvement services at the Solano County Fairgrounds. Demolition activities began after



the 2018 Solano County Fair in early July with the focus on containment/remediation of documented asbestos and lead paint containing materials, then proceeded into demolition of Grandstand and Barn structures and off hauling of debris, followed by grading/drainage/site improvements with anticipated substantial completion in December 2018. The project is currently on schedule and within the defined budget and is approximately 70% complete. Staff expects that the Notice of Completion will be brought back to this Board in early 2019 for closure of this phase of the project.

It is anticipated that once demolition and site grading/improvements are completed that there will be increased interest from private development to partner on implementation of the Solano360 project. With that in mind, County staff has initiated dialog with City of Vallejo Economic Development staff to share resources, discuss partnering strategies and look at best practices to market and develop the Fairgrounds site in Vallejo moving forward in 2019.

#### **ALTERNATIVES:**

1. The Board could choose to not receive this update but would miss an opportunity to receive information about progress on the demolition activities at the Solano County Fairgrounds site in Vallejo.

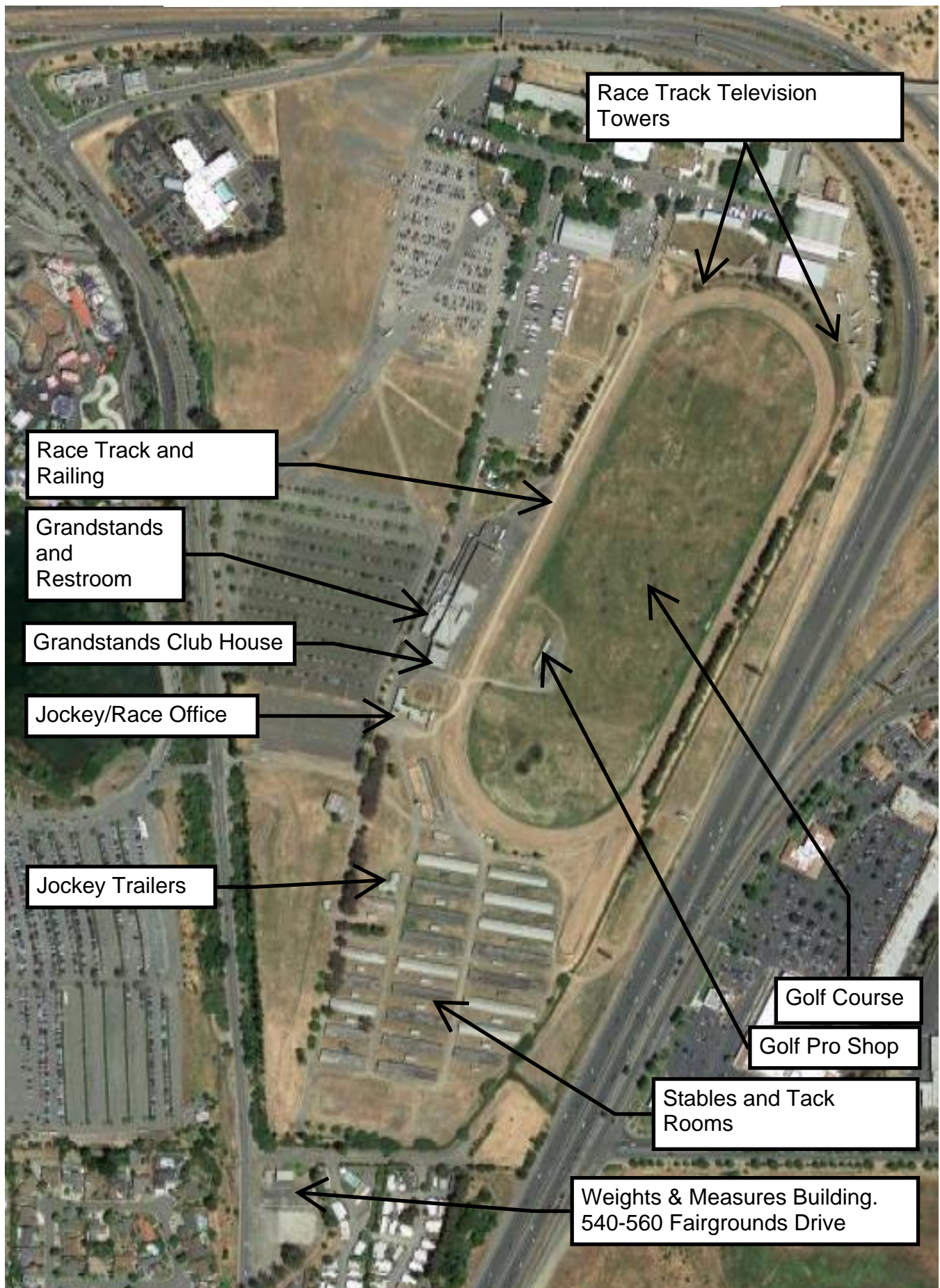
#### **OTHER AGENCY INVOLVEMENT:**

The Department of Resource Management, Building and Safety Services Division approved the demolition plans. County Counsel has approved the contract as to form. The City of Vallejo Fire Department reviewed plans and has issued a permit for the fuel tank relocation. The Bay Area Air Quality Management District (BAAQMD) has issued a permit number associated for the main Fair demolition project at 900 Fairgrounds Drive while a separate permit number is in process for 500-540 Fairgrounds Drive. BAAQMD is monitoring site construction activities for regulatory compliance. The City of Vallejo Economic Development Department is assisting with future development opportunities for the site.

#### **CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**

# Fairgrounds Demolition Project 2018

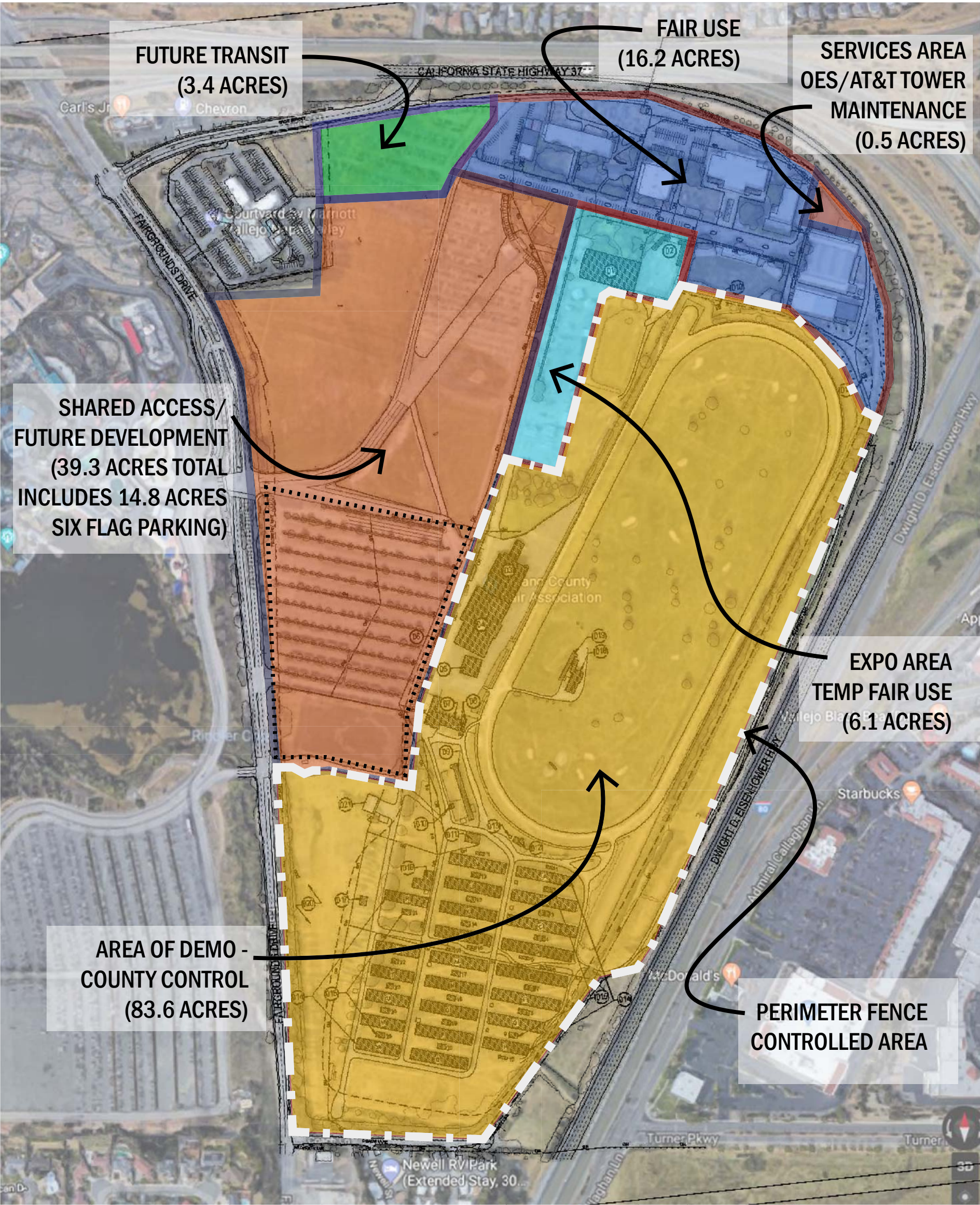


## LIST OF FAIRGROUNDS STRUCTURES TO BE DEMOLISHED

STRUCTURE	DATE CONSTRUCTED	RENOVATIONS	USES
Grandstand	1951	1953 – Roof 1967 – Addition 1960s – VIP Area	Used for Horse Racing which ended in 2010, currently fenced and closed – Used as storage area by Fair Association after end of Horse Racing
Horse Racing Track	1951	1968 – Extended to 7 Furlongs	Used for Horse Racing which ended in 2010, currently fenced and closed
Paddock/Jockey Quarters/Steward's Office	1952	1970s – Addition and alteration to south façade	Closed and unused
Horse Barns (22) and Tack Houses (24)	1952	1968 – complete build out	Closed – mostly unused. Served as animal shelter during October 2017 Fire Event
Receiving Barn	1955		Closed and Unused
Jockey Club, Steward's Offices	1956		Closed and Unused
Jockey Dormitory/Stalls/Tack	1981		Closed and Unused
Golf Course/Inner Track	1987		Closed and Mostly Unused – Occasional leased field events
Tote Board	1955	1987 – Golf Building Added	Closed and Unused
Observation/Video Towers	1987		Unused



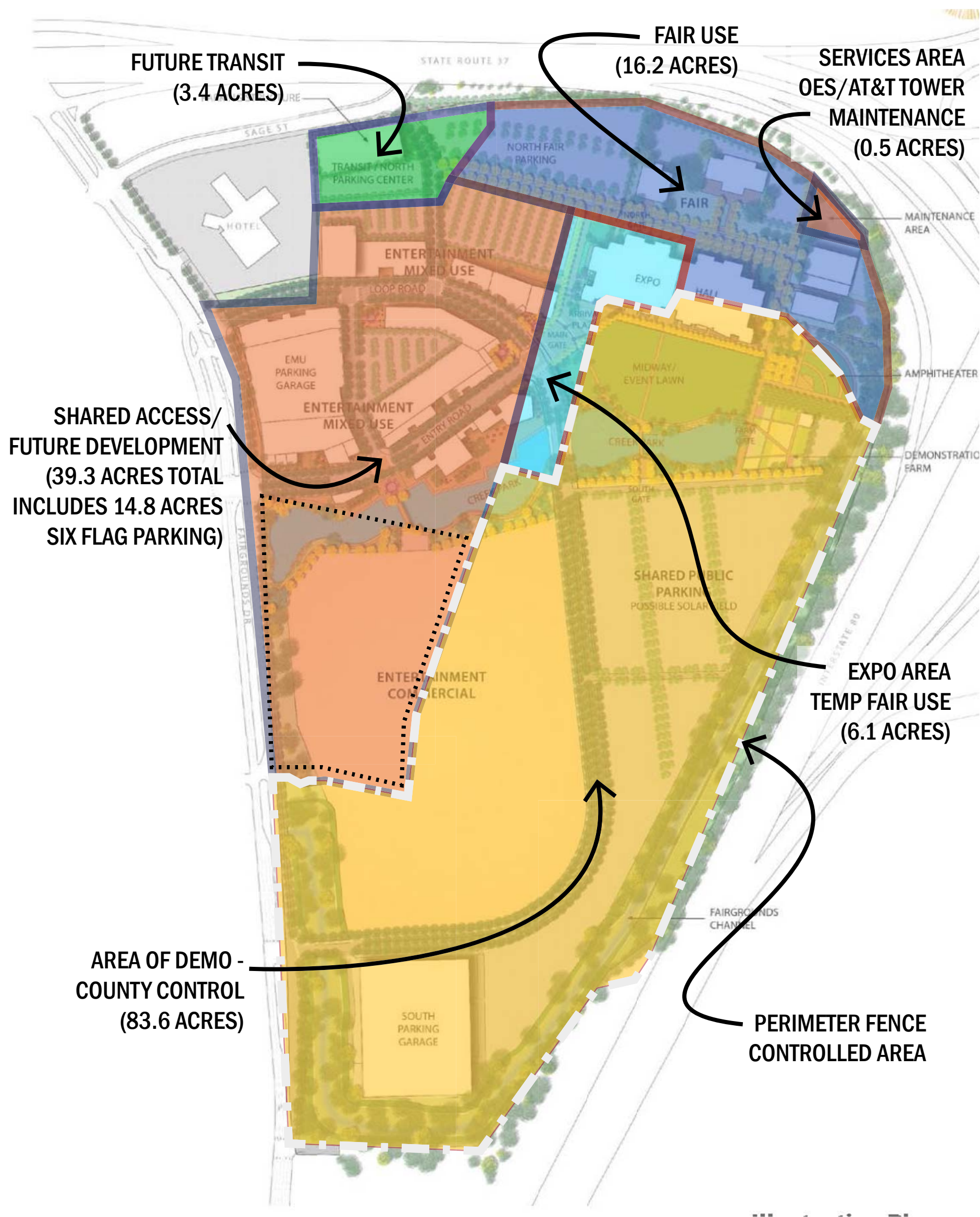
# 2018 INTERIM LAND USE PLAN - PRIOR TO DEVELOPMENT



EXISTING SITE WITH DEMO OVERLAY



# 2018 INTERIM LAND USE PLAN - PRIOR TO DEVELOPMENT



SPECIFIC PLAN OVERLAY



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	25	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	Resource Management
<b>File #:</b>	18-762	<b>Contact:</b>	Nedzlene Ferrario (707) 784-3170
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	
<b>Title:</b>	Conduct a noticed public hearing to consider adoption of a resolution approving Minor Subdivision Application No. MS-18-04 of Edward Kenneth Jr. & Cheryl Schroeder to subdivide 82 gross acres under Williamson Act Contract No. 254 in to two parcels located at 8307 Schroeder Road, 1.5 miles west of the City of Dixon, zoned Exclusive Agriculture - 40 acre minimum (A-40)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Location Map, B - Resolution, C - Tentative Parcel Map, D - CEQA Notice of Exemption, E - Public Hearing Notice, F - Presentation		

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. Conduct a public hearing;
2. Determine that a Notice of Exemption is appropriate per Section 15061.b.3 of the California Environmental Quality Act; and
3. Adopt the resolution approving Minor Subdivision Application No. MS-18-04 to subdivide 82 gross acres under Williamson Act contract no. 254 into two parcels of 41 acres respectively, subject to the findings and conditions of approval in the attached Resolution.

### **SUMMARY:**

The proposed minor subdivision had previous Board of Supervisor approval in 2012. However, the approval expired and on July 6, 2018, the owners resubmitted the application to subdivide. The proposal is similar to the 2012 application, subdividing 82 acres in to two parcels of 41 acres in size, accessed by an existing private driveway off Schroeder Road. The property is currently zoned Exclusive Agriculture 40 acre minimum (A-40) and under Williamson Act contract no. 254.

Pursuant to the provisions of the California Subdivision Map Act [Gov. Code Section 66474.4(a)], the Board of Supervisors is required to take action on all subdivisions involving lands under Williamson Act contract.

### **PUBLIC NOTICE REQUIREMENT**

In accordance with Solano County Zoning Regulations and Subdivision Ordinance notice of a public hearing was published at least 15 days before the scheduled hearing in the Fairfield Daily Republic and the Dixon Tribune. In addition, all property owners of real property as shown on the latest equalized assessment roll within one-half mile of the property and all persons requesting notice of the public hearing were mailed notices of the hearing.

**FINANCIAL IMPACT:**

This subdivision application has no effect on the General Fund. The applicant has paid the costs associated with the subdivision application. The property is currently under an active Williamson Act contract. There will be no increase or decrease in the amount of land under contract, therefore assessments shall remain unchanged. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

**DISCUSSION:**

**Project Description:**

The applicant proposes to subdivide APN 0108-060-040 into two parcels of 41.09 and 42.12 acres. The property is currently an almond and walnut orchard, developed with several agricultural buildings. The property has frontage off Thissel and Schroeder Road, and Solano Irrigation District (SID) canals border the property. A homesite, 150 feet x 100 feet in size, are proposed on each parcel, accessed through an existing driveway off Schroeder Road. Septic and wells are proposed.

**Access**

The future home sites on the property will utilize the existing 30-foot wide gravel driveway off Schroeder Road. The existing road easement will be widened to 50 feet per County Road Improvement Standards and a private road maintenance agreement shall be required for both properties. Improvements or modifications, subject to SID approval, to the existing ditch off Schroeder Road will be required to cross over the ditch. Dedication in fee for half-width of 30 feet for Thissel and Schroeder Road will be required.

**Domestic Water and Sewage Disposal**

Solano County Code, Sections 6.4-32, 6.4-81, 6.4-81.1, and 6.4-81.2, requires that all parcels proposed to be created and supported by on-site sewage disposal systems to be tested for adequacy of such systems and designate both a primary and reserve area for the construction of on-site sewage disposal system leachfields. Conditions of approval are included that address these requirements.

A groundwater well is required within the boundaries of each approved parcel, prior to an application for building permit(s). The undeveloped parcels are not required to demonstrate a water source prior to Parcel Map, as the area is not considered to have quantity and yield restrictions for water well development. A potable groundwater source is required prior to issuance of a residential building permit.

**Solano Irrigation District (SID):**

SID provides irrigation water to the property for agriculture use. Each parcel will be required to provide a separate water service prior to recordation of the Parcel Map, as recommended by the conditions of approval.

**Environmental Analysis:**

Planning staff recommends that the Board determine the project exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3). Based on current zoning designations, the project would increase the number of potential primary residential units to two (2). The increase of additional units will not create significant traffic impacts. The project site does not contain any major slopes or prominent

topographical features; rare, endangered or regionally significant species of native flora and fauna, or known culturally significant archeological sites.

**General Plan and Zoning Consistency:**

The General Plan Land Use Diagram (Figure LU-1, General Plan) designates this parcel Agriculture. In addition, the property is located within the Dixon Ridge Agricultural Region as seen on Figure AG-4 of the General Plan. Property located within this region is required to maintain a minimum lot size of forty (40) acres. The property is zoned Exclusive Agriculture 40 acre minimum (A-40).

The General Plan's objective and zoning standards require maintaining a 40-acre minimum lot size for agricultural parcels within this region is to provide for viable agricultural production, agricultural processing facilities, and agricultural services (General Plan page AG-21).

The property is currently utilized for agricultural production of almonds and walnuts. Each of the two proposed parcels exceeds the forty acre minimum lot size requirements set forth within the General Plan and zoning. The land use and lot size are consistent with the General Plan and zoning.

**Williamson Act Consistency:**

In 1969, the property was entered into a Land Conservation Contract, Williamson Act contract No. 254. Section VII (A) (1) of the Solano County Uniform Rules and Procedures Governing Agricultural Preserves and Land Conservation Contracts states; *Except for parcels zoned A-SV-20, the minimum parcel size for new parcels created within preserves established prior to December 27, 1977, is 41 acres.* The proposed parcels remain in agricultural production and exceed the 41 acre minimum lot size under the County's Williamson Act Rules and Regulations.

**ALTERNATIVES:**

- A. Continue this item to another hearing for further consideration. This option is not recommended unless the Board desires additional specific information, which cannot be obtained during this public hearing.
- B. Deny the subdivision request. This is not recommended because the proposal meets or exceeds all development standards associated with a minor subdivision.

**OTHER AGENCY INVOLVEMENT:**

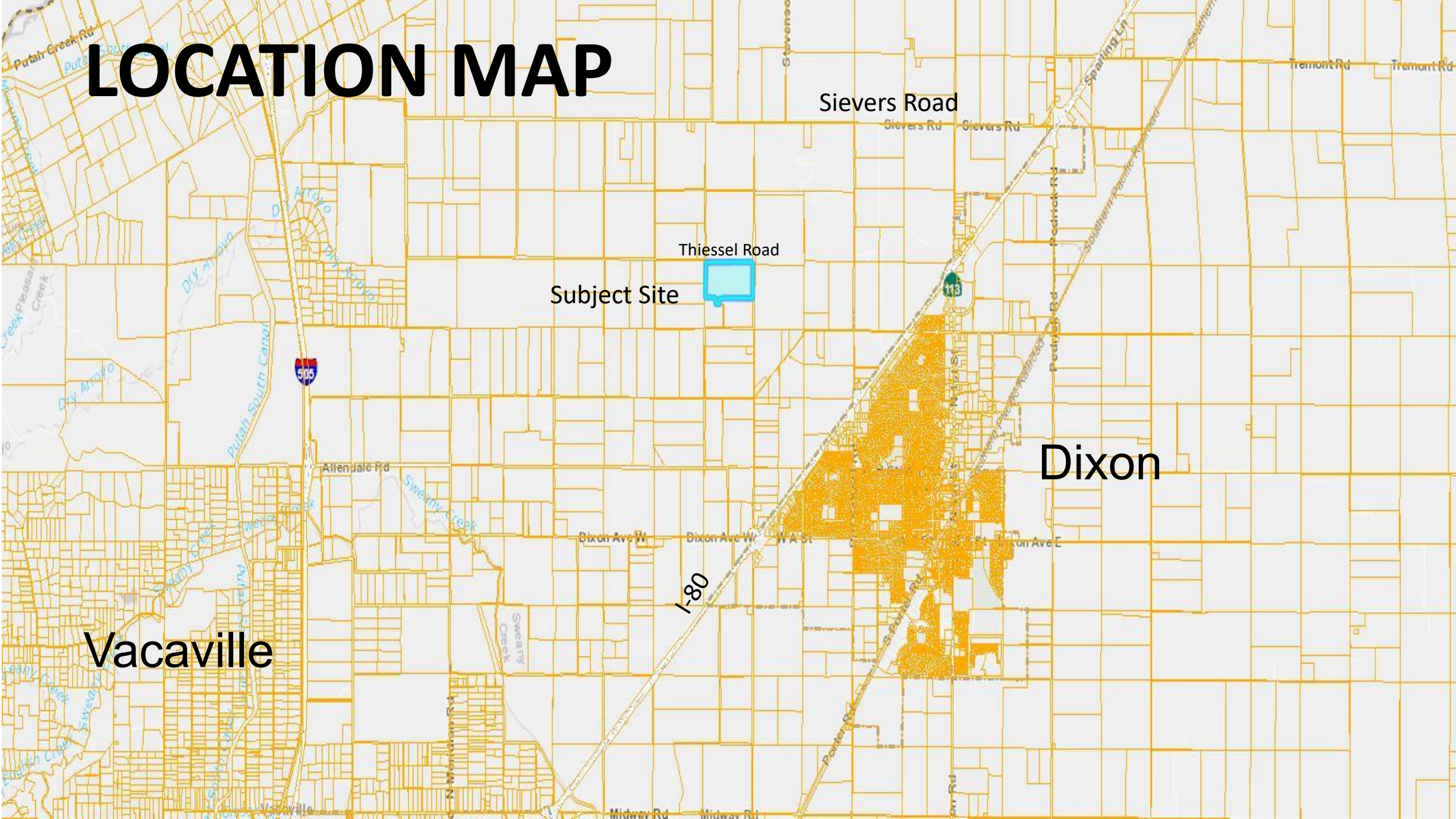
The County Administrator and County Counsel have reviewed this item and concur with the Department of Resource Management's recommended action.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



# LOCATION MAP



Subject Site

Thiessel Road

Sievers Road

Dixon

Vacaville

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

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS  
APPROVING MINOR SUBDIVISION APPLICATION NO. MS-18-04 OF  
EDWARD & CHERYL SCHROEDER**

**Whereas**, the Solano County Board of Supervisors has considered, in public hearing, Minor Subdivision Application No. MS-18-04 of Edward Kenneth Jr & Cheryl L. Schroeder to subdivide property into two parcels located at 8307 Schroeder Road in an Exclusive Agriculture 'A-40' zoning district, 1.5 miles west of the City of Dixon, APN: 0108-060-040; and

**Whereas**, said Board has reviewed the applicant's submittal and staff report of the Department of Resource Management and the determined compliance with the California Environmental Quality Act; and

**Whereas**, said Board has heard and considered all comments regarding the application at a duly notice public hearing held on November 6, 2018; and

**Whereas**, after due consideration, the said Board has made the following findings in regard to said proposal:

1. The resulting parcels are large enough to support their agricultural use, using the presumption described in Gov. Code Section 51222, is satisfied by the requirement in Section VII (A) of the Solano County Uniform Rules and Procedures Governing Agricultural Preserves and Land Conservation Contracts that resulting parcels be at least 20, 41 or 80 acres in size;

The proposed parcels are greater than 41 acres in size; thus, exceed the minimum acreage requirements and of adequate size and shape for agricultural purposes.

2. The subdivision will not result in residential development not incidental to the commercial agricultural use of the land is satisfied by the presumption described in Section IV (B)(5) of the Solano County Uniform Rules and Procedures Governing Agricultural Preserves and Land Conservation Contracts.

The proposed 41 acre parcels allow for low density residential home sites that are incidental to the existing commercial agriculture. The size and scale of the proposal will not create rural residential estates.

3. The proposed map is consistent with the Solano County General Plan.

The property is designated Agriculture and is located within the Dixon Ridge Agricultural Region. The primary agricultural use of the land, existing agricultural accessory structures, and proposed lot sizes are consistent with these designations.

4. The design of the proposed subdivision is consistent with the Solano County General Plan.

The property is designated for Agricultural uses, which allows for incidental residential uses. The design of the proposed subdivision, available road access, provisions for domestic water and wastewater disposal, and the size of the proposed parcels satisfy the intent of the General Plan.

5. The site is physically suitable for the proposed type of development

The site is physically suitable for the existing agricultural land use and future residential development.

6. The site is physically suitable for the proposed density of development.

Two proposed home sites, one for each proposed parcel, is consistent with the density.

7. The design of the subdivision will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

No significant environmental impacts were determined to exist based on application review.

8. The design of the subdivision will not cause serious public health problems.

The project is a proposal for agricultural lots and, as proposed, is in compliance with the General Plan and the Zoning Ordinance. Part I of the Initial Study reviewed the project for possible health or environmental problems and none were found to be significant. It is not anticipated that the project will cause public health problems.

9. The design of the subdivision and the type of improvements will not conflict with any public easements.

As is evident on the Tentative Map and the Preliminary Title Report, the proposed subdivision will not conflict with any public easements.

10. The discharge of waste from the proposed subdivision into an existing community sewer system would not result in, or add to, a violation of existing requirements prescribed by a California Regional Water Quality Control Board pursuant to Division 7 (commencing with Section 13000) of the Water Code.

The project will not result in the discharge of waste from the proposed subdivision into an existing community sewer system.

11. The property does not front on any public waterway, public river, public stream, coastline, shoreline, publicly owned lake or publicly owned reservoir.

The project site does not front on any public waterway, river, stream, coastline, shoreline, lake or reservoir.

12. The proposed subdivision does not front along a public waterway, public river or public stream and does not provide for a dedication of a public easement along a portion of the bank of the waterway, river or stream bordering or lying within the subdivision, which easement is defined so as to provide reasonable public use and maintenance of the waterway, river or stream consistent with public safety.

The project site does not front on any public waterway, public river, or public stream.

13. The proposed subdivision is consistent with a contract entered into pursuant to the California Land Conservation Act of 1965 and the proposed lots to be created from the parent parcel are consistent with the minimum residential building site requirements under the Policy and Uniform Regulations Governing Administration of Agricultural Preserves in Solano County and under Section 66474.4 of the Subdivision Map Act.

The property is under Williamson Act Contract No. 254. The property is currently utilized for commercial agricultural purposes consistent with the Williamson Act. The newly created parcel may continue the use of the property for commercial agricultural purposes.

14. The proposed subdivision is consistent with applicable provisions of the County Hazardous Waste Management Plan.

The Solano County Hazardous Materials Area Plan has no provisions applicable to agricultural subdivisions.

15. The proposed subdivision is not located within a special studies zone established pursuant to the Alquist-Priolo Special Studies Zone Act (Public Resources Code Section 2621 et seq.) and is not in accordance with the policies and criteria established by the State Mining and Geology Board pursuant to that Act

The proposed subdivision is not located within a special studies zone established pursuant to the Alquist-Priolo Special Studies Zone Act.

16. The Environmental Health Services Division has determined that the subdivision design as conditioned complies with Chapter 25 of the County Code for sewage disposal.

17. The Public Works Division of the Department of Resource Management has determined that the subdivision design, as conditioned, complies with the Road Improvement Standards and Land Development and Subdivision Requirements as required by Chapter 28 of the Solano County Code (Zoning Ordinance) and referred to in Chapter 26 (Subdivision Ordinance).

**Resolved**, the Solano County Board of Supervisors determines that the project qualifies for Section 15061(b)(3) of the California Environmental Quality Act.

**Resolved**, the Board of Supervisors of the County of Solano does hereby adopt the mandatory and suggested findings and approve Minor Subdivision Application No. MS-18-04, subject to the following conditions of approval:

1. The Parcel Map to be filed shall be in substantial compliance with the Tentative Parcel Map labeled "TENTATIVE PARCEL MAP of the Lands of Schroeder", received by the Department of Resources Management on August 13, 2018 and prepared by Ty Hawkins LS 7973; on file with the Solano County Planning Services Division, except as modified herein.



*Public Works Division*

2. Prior to the recordation of the final Parcel Map, the subdivider shall dedicate to the County of Solano in fee a minimum 30 foot right of way half width for Schroeder and Thissel Roads along the frontages of the subject properties as shown on the tentative map.
3. Prior to recordation of the final Parcel Map, the subdivider shall obtain and record a minimum 50-foot-wide access and utility easement to meet Solano County Subdivision Ordinance requirements for adequate access from Schroeder Road, along the southern property boundary of Parcel One as shown on the tentative map.
4. Prior to recordation of the final Parcel Map, the subdivider shall construct the private roadway in accordance with the County of Solano Road Improvement Standards for private roads, serving two parcels. The roadway shall be constructed within the 50-foot roadway and utility easement on the southern property boundary of Parcel One at the access location shown.
5. The Subdivider, or any subsequent builder, shall apply for, secure and abide by the conditions of an encroachment permit from Solano County Public Works-Engineering for all work within the Solano County rights-of-way including, but not limited to, the private road connection to Schroeder Road.
6. The Subdivider, or any subsequent builder, shall apply for, secure and abide by the conditions of a grading permit from Solano County Public Works-Engineering prior to the performance of any grading work associated with any subdivision improvements or individual lot development.
7. Prior to filing of the final Parcel Map, a road maintenance agreement shall be recorded, requiring the parcel owners in the subdivision to participate in the maintenance of the private road serving the parcels from Schroeder Road. The maintenance agreement shall include, but not be limited to, all roadway improvements, culverts and ditches within the subdivision. The agreement shall be submitted and approved by Solano County Public Works Engineering prior to recordation.

*Environmental Health Services Division*

8. The construction of on-site sewage disposal system shall be approved under permit as issued by the Environmental Health Division and shall include site inspection, construction inspection, and will require an annual operational permit if an engineered type alternative sewage disposal system is required (Solano County Code, Chapter 6.4 Sewage Disposal Standards).
9. A domestic drinking water well or municipal water service is required to provide potable water to each specific parcel, within the boundaries of the recognized parcel, prior to the issuance of any residential building permit.

*Solano Irrigation District*

10. Per the Solano Irrigation District's (SID) Rules and Regulations, the subdivider is required to provide a water service to all newly created parcels. The Parcel Map shall include SID's Statement for District approval.
11. Prior to recordation of the Parcel Map, the SID Engineer, to the extent of existing records, will identify existing SID facilities within the scope of a project. Per the SID record drawings, there is currently an 18-inch water service located at the northwest corner of the property. The existing service shall be split to provide water to the new parcel and individual service installed to each property. The landowner may have SID design and install the new service(s) or may have their Engineer design the new service(s), to be reviewed and approved by SID, and their contractor perform the construction under SID inspection.
12. The final Parcel Map shall include an easement to proposed Parcel 1 from proposed Parcel 2 for the installation and maintenance of a private irrigation water conveyance facility.
13. The final Parcel Map shall include an easement dedicated to proposed Parcel 2 from proposed Parcel 1 for the installation and maintenance of a private drainage water conveyance facility.
14. The subdivider must sign a SID work order. The work order is the mechanism to which all fees and charges associated with SID staff time and/or materials will be charged for reimbursement from the landowner.
15. Electronic AutoCAD files are required upon the completion of the project showing "as-builts" for electronic archiving.
16. Solano Irrigation District's main drain is located parallel and adjacent to the easterly property boundary. Prior to the recordation of the Parcel Map, any improvements or changes to the existing crossing shall be reviewed and approved by the District.
  - a. The landowner shall submit plans and calculations, prepared by a licensed Engineer, for the proposed crossing modifications.
  - b. The proposed improvement shall not result in a decrease in flow capacity of the drain.
  - c. Depending on the existing culvert pipe material and conditions, the landowner may be responsible for removing and replacing the existing culvert, in addition to any new culvert, at the landowner's expense.
  - d. Prior to construction, the landowner shall be required to apply for and receive an Encroachment Permit.

**RESOLVED**, the Director of the Department of Resource Management shall file a Parcel Map for the newly created parcels once all conditions of approval have been satisfied by the applicant.

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

General Notes

1) The boundary and related information shown hereon is based on the Preliminary Title Report issued by Pacer Title Company as Order No. 504-17257, Dated December 20, 2011.

FEMA Note:

Community Panel Number 06095C 0200E, Zone "A".

Basis of Bearings

The bearings shown hereon are based upon the monumented East line of the Northeast 1/4 of Section 9 T.7N., R.1E. M.D.M. as shown on the Record of Survey Map filed for record in Book 128 of Surveys at Page 15 in the office of the Solano County Recorder. Said bearing taken as North 00°01'02" East.

Owner:

Edward Kenneth Schroeder  
& Cherie Schroeder  
945 Hillview Dr.  
Dixon CA 95820  
APN 0108-060-040

Existing Line:

East 1/2 - Almond Orchard  
West 1/2 - Walnut Orchard

Proposed Utilities:

Water - Private Well  
Sewer - Private Septic System  
Electric - P.C.&E.  
Gas - Private LPG Tank

LEGEND

- Existing Boundary Line
- - - Proposed Boundary Line
- - - Existing Utility Pole
- - - Drainage Flow
- - - SID Turnout
- - - Proposed Leach Field
- - - Soil Test Pit Location

TENTATIVE PARCEL MAP

OF THE LANDS OF  
SCHROEDER

A Portion of the

NE 1/4 SEC. 9, T.7N., R.1E., M.D.M.

Inst. No. 2011-60491

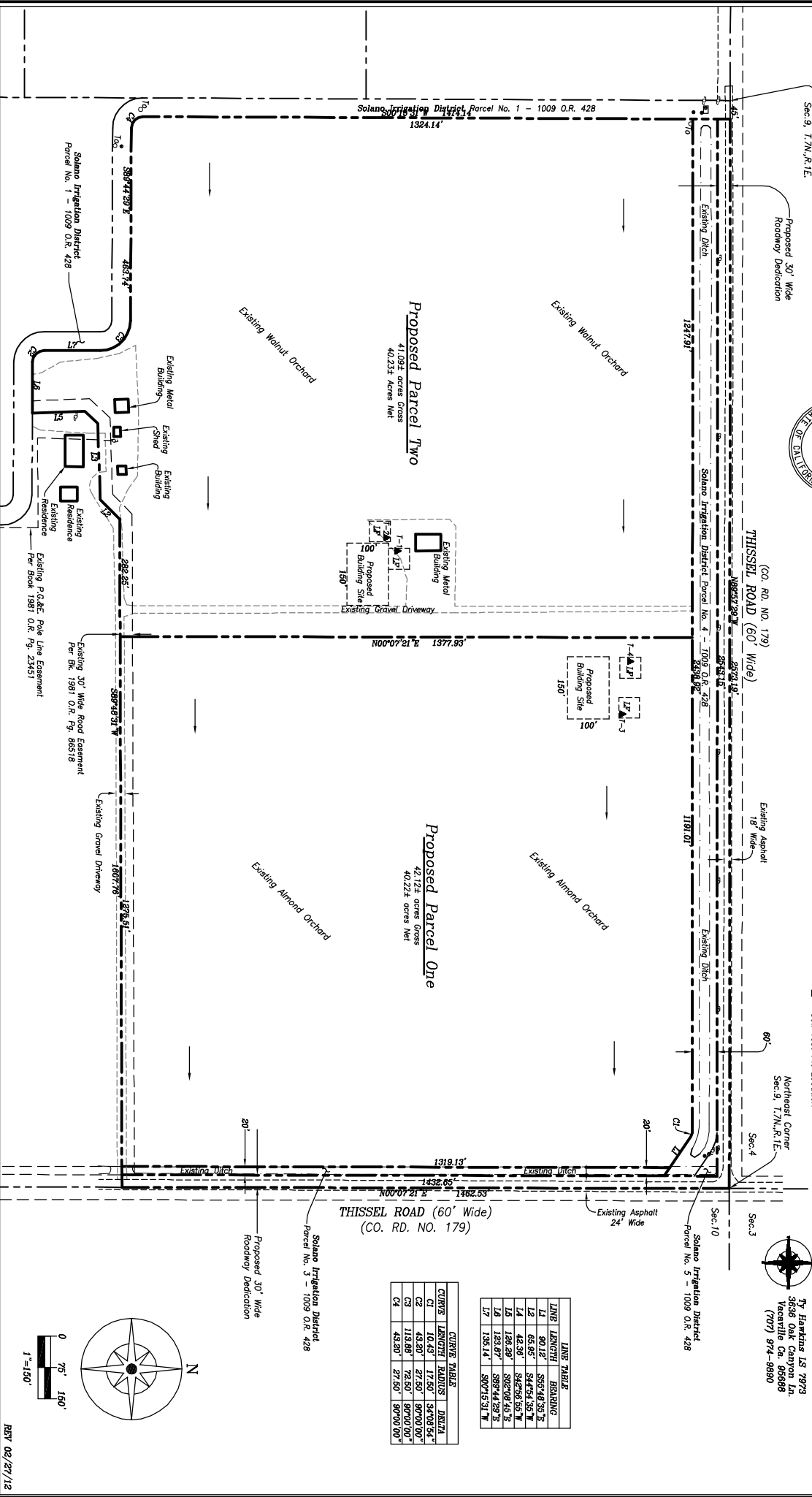
APN 00108-060-040

SOLANO COUNTY CALIFORNIA

JANUARY 2012

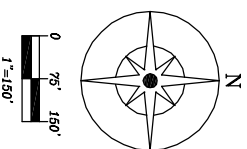


Ty Hawkins LS 7979  
3636 Oak Canyon Ln.  
Vacaville Ca. 94988  
(707) 974-9890



CURVE TABLE			
CL	CH	LENGTH	RAIUS
C1	10.43	17.60	34'08.54"
C2	43.20	27.60	90'00.00"
C3	113.88	72.60	90'00.00"
C4	43.20	27.60	90'00.00"

LINE TABLE			
LINE	LENGTH	BEARING	
L1	601.12	S85°48'55"E	
L2	65.95	S84°24'53"W	
L3	42.96	S84°55'53"E	
L4	126.28	S82°08'52"E	
L5	123.67	S89°44'29"E	
L7	135.14	S80°15'31"W	





# Notice of Exemption

## Appendix E

**To:** Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

County Clerk

County of: Solano  
675 Texas Street, 6th Floor  
Fairfield, CA 94533

**From:** (Public Agency): Solano County  
Department of Resource Management  
675 Texas Street, Suite 5500, Fairfield, CA 94533

(Address)

Project Title: SCHROEDER MINOR SUBDIVISION

Project Applicant: KEN SCHROEDER

Project Location - Specific:

8307 SCHROEDER ROAD, DIXON, CA 95620

Project Location - City: DIXON

Project Location - County: SOLANO

Description of Nature, Purpose and Beneficiaries of Project:

Divide 82 gross acres in to two (2) - 41 acre parcels in the Exclusive Agriculture 40 acre Minimum Zoning District (A-40).

Name of Public Agency Approving Project: SOLANO COUNTY

Name of Person or Agency Carrying Out Project: Planning Services Division, Dpt of Resource Management

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: \_\_\_\_\_
- ☒ Statutory Exemptions. State code number: 15061.b.3

Reasons why project is exempt:

The project proposes a project which is not significant enough to create effects such as traffic or biological or cultural resource. The implementation of standard County conditions of approval would prevent the project from creating significant effects to the environment.

Lead Agency  
Contact Person: Nedzlene Ferrario

Area Code/Telephone/Extension: 707-784-6765

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: Senior Planner

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: \_\_\_\_\_

DEPARTMENT OF RESOURCE MANAGEMENT



**SOLANO  
COUNTY**

**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.

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**NOTICE IS GIVEN** that the Solano County Board of Supervisors will hold a public hearing to consider Minor Subdivision Application No. MS-18-04 of **Edward Kenneth Jr. & Cheryl Schroeder** to subdivide 82 gross acres in to two parcels, zoned Exclusive Agriculture - 40 acre minimum (A-40). The property is under Williamson Act Contract No. 254, located at 8307 Schroeder Road, 1.5 miles west of the City of Dixon, APN: 0108-060-040. This project is determined to be exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3). (Project Planner: Nedzlene Ferrario)

If you challenge the proposed consideration in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Board of Supervisors at, or prior to, the public hearing.

Any person wishing to comment on the project and/or review the information contained within the project file may do so at the Solano County Department of Resource Management, Planning Division, County Administration Center, 675 Texas Street, Suite 5500, Fairfield. Staff reports are available by 5:00 p.m. the Friday prior to the meeting at [www.solanocounty.com](http://www.solanocounty.com) under Quick Clicks, Board Meetings.

The hearing will be held in the Board of Supervisors' Chambers, County Administration Center, 1<sup>st</sup> Floor, 675 Texas Street, Fairfield on November 6, 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

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**The Daily Republic - legal ad/one time – Sunday, October 21, 2018**  
**Dixon Tribune – line ad/one time – Wednesday, October 24, 2018**



Item # 25  
File 18-762

# Schroeder Subdivision

## Application No.: MS-18-04

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- 8307 Schroeder Road, Dixon, CA
- Divide 82 acres in to two (2) 41 acre parcels under Williamson Act Contract No. 254

Presented to Board of Supervisors  
on November 6, 2018  
Department of Resource Management

**LOCATION MAP**

The map displays the geographical context of the 'Subject Site'. The site is situated north of the town of Dixon and west of the town of Vacaville. Key features include:

- Subject Site:** Indicated by a blue rectangle near Thiessel Road.
- Major Roads:** I-80 runs diagonally from the bottom left to the top right. I-13 runs vertically on the right side. Local roads include Sievers Road, Thiessel Road, Dixon Ave W, Dixon Ave E, and Midway Rd.
- Towns:** Vacaville is labeled in the bottom left, and Dixon is labeled in the middle right.
- Water Features:** The Potomac South Canal is visible on the left. Several creeks, including Dry Arroyo, Sweetly Creek, and Potomac Creek, are shown flowing through the area.





## Background

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- Resubmission of 2012 application which expired on July 6, 2018.
- Subdivide 82 acres in to two (2) 41 acre parcels
- Lands under Williamson Act Contract No.: 254
- Board of Supervisors approval is required to take action on all subdivisions involving lands under contract



## Project Description

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- Existing land use – almond and walnut orchard
- Proposed – 150 feet x 100 feet homesite on each parcel
- Septic and well water for domestic use
- Solano Irrigation District continue to provide irrigation water for agricultural use
- Access off existing private driveway off Schroeder Road

### General Notes

1) The boundary and related information shown hereon is based on the Preliminary Title Report issued by Placer Title Company as Order No. 504-17257, Dated December 20, 2011.

### FEMA Note:

Community Panel Number 06095C 0200E, Zone "A".

### Basis of Bearings

The bearings shown hereon are based upon the monumented East line of the Northeast 1/4 of Section 9 T.7N., R.1E. M.D.M. as shown on the Record of Survey Map filed for record in Book 128 of Surveys at Page 15 in the office of the Solano County Recorder. Said bearing taken as North 00°01'02" East.



### Owners:

Edward Kenneth Schroeder  
& Cherie Schroeder  
845 Highway Dr.  
Dixon CA 95620  
APN 0108-060-040

### Existing Use:

East 1/2 - Almond Orchard  
West 1/2 - Walnut Orchard

### Proposed Utilities:

Water - Private Well  
Sewer - Private Septic System  
Electric - P.G.&E.  
Gas - Private LPG Tank

### LEGEND

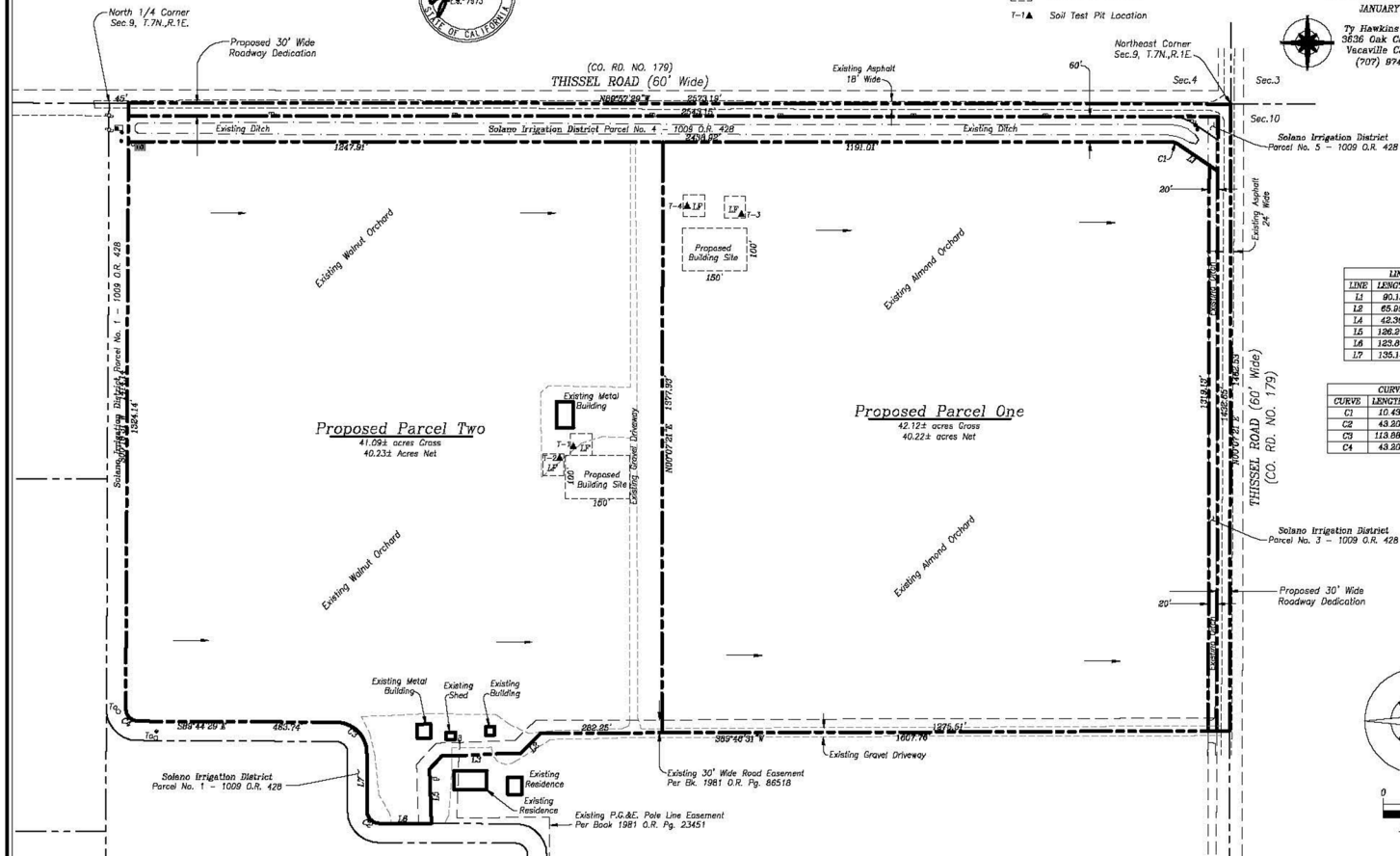
- Existing Boundary Line
- Proposed Boundary Line
- Existing Utility Pole
- Drainage Flow
- SID Turnout
- Proposed Leach Field
- T-1▲ Soil Test Pit Location

## TENTATIVE PARCEL MAP

OF THE LANDS OF  
**SCHROEDER**

A Portion of the  
NE 1/4 SEC 9, T.7N., R.1E., M.D.M.  
Inst. No. 2011-60491  
APN 00108-060-040  
SOLANO COUNTY CALIFORNIA  
JANUARY 2012

77 Hawkins LS 7873  
3636 Oak Canyon Ln.  
Vacaville Ca. 94988  
(707) 874-8880



REV 08/27/12



- The project is consistent with the Agriculture land use designation of the General Plan
- The project is consistent with the Exclusive Agriculture 40 acre minimum zoning district
- The project is consistent with the Williamson Act Contract
- Project conditioned to meet County standards regarding access, agriculture and domestic water supply, and sewage disposal





## RECOMMENDATION

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- Determine that a Notice of Exemption is appropriate per Section 15061(b)(3) of the California Environmental Quality Act
- Adopt the Resolution approving the Minor Subdivision application no. MS 18-04 to subdivide 82 gross acres under Williamson Act contract no. 254 into two parcels, zoned A-40, subject to the findings and conditions of approval in the attached Resolution



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	26	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Ordinance	<b>Department:</b>	Resource Management
<b>File #:</b>	18-764	<b>Contact:</b>	Bill Emlen, 784-6062
<b>Agenda date:</b>	11/06/2018	<b>Final Action:</b>	
<b>Title:</b>	Conduct a public hearing to consider adoption of a 45-day Interim Urgency Ordinance prohibiting temporary cannabis events in unincorporated Solano County (4/5 vote required); and Consider setting a public hearing on December 11, 2018 to consider further action on the urgency ordinance or a possible permanent ordinance addressing temporary cannabis events		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Ordinance		

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

### **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 Interim Urgency Ordinance prohibiting temporary cannabis events in unincorporated Solano County; and
4. Set a public hearing on December 11, 2018 to consider further action on the urgency ordinance or a possible permanent ordinance addressing temporary cannabis events.

### **SUMMARY:**

On October 2, 2018 the Board of Supervisors adopted Ordinance 2018-1799, which prohibited all commercial cannabis activities in unincorporated Solano County. Temporary cannabis events were not specifically addressed in the Ordinance. On October 23, Chair Vasquez asked staff to bring back an urgency ordinance addressing temporary cannabis events and other Board members concurred with his request. Because there is known interest in pursuing such temporary events in the County and the State rulemaking continues to evolve, staff is recommending that the Board adopt an urgency ordinance establishing a 45-day moratorium

on temporary cannabis events. This ordinance would prohibit temporary cannabis events at all potential event venues in the County, including at fairground and district agricultural association sites. Should the Board choose to adopt the recommended urgency ordinance, the matter would be brought back to the Board on December 11, 2018 for further consideration including possible extension of the urgency ordinance or presentation of a permanent ordinance, depending on Board direction.

### **DISCUSSION:**

Since the passage of the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), the three state agencies responsible for regulating the cannabis industry have been in the process of creating the regulatory framework for commercial cannabis activities. The Bureau of Cannabis Control (BCC) added two license types that address cannabis events: a “Cannabis Event Organizer License” and a “Temporary Cannabis Event License”. An individual would apply for a Cannabis Event Organizer License in order to operate a Temporary Cannabis Event. The Temporary Cannabis Event is limited to four consecutive days. Initially, these Temporary Cannabis Events were limited to County Fair and Agricultural Association buildings. In Solano County; these would include the Dixon Mayfair/36th District Agricultural Association located in Dixon and the Solano County Fairgrounds in Vallejo. However, with the recent signing of Assembly Bill 2020 by Governor Brown in September, Temporary Cannabis Events can be held in other venues at the discretion of the local jurisdiction. AB 2020 retained the requirement that a state temporary event license shall only be issued in local jurisdictions that authorize such events. AB 2020 will go into effect on January 1, 2019.

Although the Board of Supervisors did not include temporary cannabis events in its prohibition on commercial cannabis activities, the Board has also not acted to authorize these events. There may be some confusion by the public that because the recently enacted ordinance did not specifically prohibit temporary cannabis events, these events are allowed. Adopting an urgency ordinance establishing a moratorium would remove any confusion by the public; that any person or group considering hosting such an event at this time is premature until the Board has had the opportunity to fully assess how the County will address temporary cannabis events within unincorporated Solano County, including a possible blanket prohibition of such events.

### **FINANCIAL IMPACT:**

The cost to analyze County options for regulating cannabis and to prepare the agenda item are included in the department’s FY2018/19 Adopted Budget.

### **ALTERNATIVES:**

The Board may choose to:

1. Not adopt the 45-day urgency ordinance and direct staff to prepare a permanent ordinance addressing temporary cannabis events. This alternative is not recommended given current uncertainties in State rulemaking and legislation and the potential that temporary cannabis events in the County could be proposed prior to permanent ordinance provisions becoming effective.
2. Not adopt the 45-day urgency ordinance and not proceed with permanent provisions addressing temporary cannabis events. This alternative is not recommended as a greater degree of certainty will be needed in the short term and in the future of what may or may not be permitted relative to temporary cannabis events.

Adopting the 45-day interim urgency ordinance will clarify that temporary cannabis events are not permitted within the unincorporated areas of Solano County. Directing staff to prepare a permanent ordinance regulating temporary cannabis events is the Board’s discretion.

**OTHER AGENCY INVOLVEMENT**

County Counsel assisted with this item.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

**ORDINANCE NO. 2018 - \_\_\_\_\_**

**AN INTERIM URGENCY ORDINANCE OF THE SOLANO COUNTY BOARD OF  
SUPERVISORS PROHIBITING TEMPORARY CANNABIS EVENTS  
IN UNINCORPORATED SOLANO COUNTY**

The Board of Supervisors of the County of Solano do hereby ordain as follows:

**SECTION 1. Findings**

The Board of Supervisors hereby finds and determines that this ordinance is necessary for the immediate preservation of the public peace, health, and safety, based upon the following facts:

- A. On October 2, 2018, the Board of Supervisors adopted Ordinance 2018-1799 prohibiting all commercial cannabis activities in unincorporated Solano County. This ordinance excepted out temporary cannabis events from this prohibition. Staff was directed to return to the Board to provide alternatives on how these events could be regulated.
- B. Currently, Business & Professions Code section 26200(e) allows state-licensed temporary cannabis events authorizing on-site cannabis sales to, and consumption by, individuals 21 and over at fairgrounds, such as the Solano County Fairgrounds, and district agricultural events, such as those put on by the 36<sup>th</sup> District Agricultural Association at the Dixon Fairgrounds, if the local jurisdiction has authorized these types of events.
- C. On September 28, 2018, Assembly Bill 2020 was signed into law. This bill will amend section 26200(e) to also allow state-licensed temporary cannabis events at any venue authorized by the local jurisdiction to hold such events.
- D. The regulations for cannabis and temporary cannabis events are still going through the approval process required by the Administrative Procedure Act and have not been finalized. The current temporary regulations, adopted by emergency rulemaking, requires in part, "written approval from the local jurisdiction authorizing the applicant to engage in onsite cannabis sales to, and onsite consumption by, persons 21 years of age or older at the temporary cannabis event." (16 CCR 5601(h)(10).)
- E. The County currently has no ordinances to regulate temporary cannabis events at the Solano County Fairgrounds or other venues in unincorporated Solano County, or on-site cannabis sales and consumption at these events.
- F. Without sufficient regulations, standards, procedures, and thresholds which are enforceable pursuant to an adopted ordinance, there is a current and immediate threat to the public health, safety, and welfare.
- G. Pursuant to Article XI, section 7 of the California Constitution, the County of Solano ("County") may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens.
- H. Pursuant to Government Code section 65858, to protect the public safety, health, and welfare, the County may adopt with a four-fifths vote of the board of supervisors an urgency measure adopting an interim ordinance prohibiting potential land uses that

the County is studying, considering, or intends to study within a reasonable time that may be in conflict with existing land use regulations and which shall be in effect immediately.

- I. By adopting this interim urgency ordinance, it is the intent of the Board of Supervisors to enact a moratorium that is only temporary in order to provide time for the County to study and develop appropriate regulations and standards that are consistent with state laws and regulations.

## SECTION 2. Definitions

For purposes of this interim ordinance, the following definitions shall apply:

- A. "County." The County of Solano.
- B. "Cannabis." Cannabis shall have the have the same meaning as in Business & Professions Code section 26001(f).
- C. "Cannabis Sales." Cannabis sales shall have the same meaning as in Business & Professions Code section 26001(as).
- D. "Temporary Cannabis Event." A state-licensed event of less than four days as described in Business and Professions Code section 26200(e) and Title 16, section 5601 of the California Code of Regulations.

## SECTION 3. Interim Prohibition on Temporary Cannabis Events

From and after the date of this ordinance no approval, authorization, use permit, variance, business license, or any other entitlement or license for use shall be approved or issued for any temporary cannabis event with on-site cannabis sales and consumption at the Solano County Fairgrounds or any other location under the jurisdiction of the County of Solano.

The exemption provided in Section 14-17(a) of the Solano County Code, allowing a business to operate after having filed an application for a business license and pending final action on that application, shall not apply to any business engaged in, or proposing to engage in, a temporary cannabis event.

## SECTION 4. Effective Period

This interim ordinance shall take effect immediately and expire in 45 days (December 21, 2018) in accordance with the provisions set forth in Government Code section 65858.

## SECTION 5. Authority

California Government Code section 65858 provides that an urgency measure in the form of an interim zoning ordinance may be adopted, which shall be initially effective for only 45 days following its date of adoption. Such an interim ordinance may be extended by a four-fifths vote of the board of supervisors for an additional period of time, either 10 months and 15 days with the possibility for an additional 12-month extension or for 22 months and 15 days in compliance with Government Code section 65858.

## SECTION 6. Penalties

The definitions and penalties for land use violations that are prescribed in Section 28.113 of the Solano County Code shall apply to violations of the provisions of this interim ordinance.

SECTION 7. Severability

If any provision of this interim ordinance or the application of it 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 the interim ordinance are declared to be severable.

SECTION 8. Exemption from the California Environmental Quality Act

This interim ordinance is exempt from California Environmental Quality Act (Public Resources Code §21000 *et seq.*; “CEQA”) because it will preserve the status quo while the County develops a permanent ordinance. Therefore, it can be seen with certainty that there is no possibility that the interim ordinance may have a significant effect on the environment. (CEQA Guidelines, § 15061(b)(3).)

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

**Introduced:**  
**Adopted:**  
**Effective:**  
**Operative:**