

# **Solano County**

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



## **Agenda - Final**

**Tuesday, November 13, 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**      **18-818**      Conference with Real Property Negotiators: Property: All or parts of APNs: 0042-010-40, 0042-010-41, 0042-050-200, 0042-100-01, 0042-100-03, 0042-100-070, 0042-100-410, 0042-100-420, 0042-100-430, 0042-100-440, 0174-130-01, 0174-130-050, 0174-140-03, 0174-140-04, 0174-150-03, 0174-150-09, Wilcox Ranch; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator and Bill Emlen, Resource Management Director; Negotiating parties: Colonel Matthew A. Leard and Sean Ayers; Under negotiation: Price and terms

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

Conference with Legal Counsel - Potential Litigation: One case

Attachments: [A - Memorandum](#)

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

## SALUTE TO THE FLAG AND A MOMENT OF SILENCE

## PRESENTATIONS

### Library:

- 2      **18-766**      Adopt and present a resolution and plaque of appreciation honoring Ann K. Miller, Library Marketing and Community Relations Officer, upon her retirement from the Department of Library Services with over 23 years of dedicated public service to Solano County (Supervisor Hannigan)

Attachments: [A - Resolution](#)

### Board of Supervisors:

- 3      **18-799**      Adopt and present a resolution honoring Lieutenant General John F. Gonge for his distinguished service to the United States of America during his decades-long military career, including service during World War II, and recognize November 5, 2018 as Lt. Gen. John F. Gonge Day in Solano County in honor of his birthday (Chair Vasquez)

Attachments: [A - Resolution](#)

- 4      **18-703**      Adopt and present resolutions recognizing the Solano County Office of Education selectees, Samantha Bradshaw as the Solano County Classified School Employee of the Year for 2018/19 and Marilyn Lewis as the Solano County Teacher of the Year for 2018/19 (Supervisor Brown and Supervisor Thomson)

Attachments: [A - Resolution - Classified School Employee of the Year](#)  
[B - Resolution - Teacher of the Year](#)

- 5      **18-793**      Adopt and present a resolution recognizing November 27, 2018 as Give Local Solano Day to encourage County residents to give to local nonprofits during the charitable season, when many focus on their holiday giving (Supervisor Thomson)

Attachments:    [A - Resolution](#)

Health and Social Services:

- 6      **18-781**      Adopt and present a resolution recognizing December 1, 2018 as World AIDS Day (Supervisor Hannigan)

Attachments:    [A - Resolution](#)

**ITEMS FROM THE PUBLIC**

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

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

**APPROVAL OF THE AGENDA**

**PUBLIC COMMENT ON CONSENT CALENDAR**

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

**APPROVAL OF THE CONSENT CALENDAR**

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

**CONSENT CALENDAR**

**GENERAL GOVERNMENT**

Clerk of the Board of Supervisors:

- 7      **18-752**      Accept the Board of Supervisors' regular meeting calendar for 2019

Attachments:    [A - 2019 DRAFT Calendar](#)



- 8      **18-811**      Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors

Attachments:    [A - Appointment List](#)

Board of Supervisors:

- 9      **18-804**      Adopt a resolution of appreciation honoring Vice Mayor Constance Boulware for two terms of distinguished service to the residents of the City of Rio Vista in Solano County

Attachments:    [A - Resolution](#)

County Administrator:

- 10     **18-797**      Adopt a resolution designating United Way Bay Area as the County's workplace giving campaign for employee payroll deductions in the 2019 calendar year per the Board's adopted Workplace Charitable Giving Policy

Attachments:    [A - Resolution](#)

Human Resources:

- 11     **18-761**      Adopt a new County administrative policy to implement the Solano County Hearing Conservation Program in accordance with California's Division of Occupational Safety and Health regulations

Attachments:    [A - Draft Policy](#)

[B - Draft Policy Attachment A](#)

[C - Draft Policy Attachment B](#)

Auditor-Controller:

- 12     **18-798**      Adopt a resolution approving the operation of Revenue and Taxation Code section 5105 in Solano County

Attachments:    [A - Resolution](#)

Treasurer-Tax Collector-County Clerk:

- 13      **18-789**      Approve a fourth contract amendment with Metavante Corporation for electronic payment processing services for an additional 3 year term of November 1, 2018 to October 31, 2021 and increasing the expenditure authorized under the agreement by \$588,894 from \$411,106 to \$1,000,000; and Authorize the County Administrator to sign any amendments to extend the term as outlined in the agreement

Attachments:    [A - Fourth Contract Amendment](#)  
                         [B - Links to Original Contract and Amendments](#)

Assessor-Recorder:

- 14      **18-801**      Approve a plaque of appreciation honoring Avis Gildon, Clerical Operations Supervisor, upon her retirement from the Solano County Department of the Assessor/Recorder with over 15 years of dedicated public service to Solano County

General Services:

- 15      **18-796**      Approve an agreement for \$489,515 with Division 515, Inc. of Gold River, CA for the Law & Justice Center Hot Water Pipe Replacement Project (Phase 1) at 500 Union Avenue, in Fairfield; and Authorize the County Administrator or designee to execute the agreement and any amendments within the approved project budget

Attachments:    [A - Agreement](#)  
                         [B - Project Costs Summary](#)  
                         [C - Bidders of Record](#)

**CRIMINAL JUSTICE**Sheriff's Office:

- 16**      **18-682**      Approve a \$7,238,669 revenue agreement between the County of Solano and the California Department of State Hospitals for the period of October 15, 2018 through October 14, 2023, to implement a Jail-Based Competency Treatment program; Approve a \$24,612,668 amendment to the Contract between the County of Solano and California Forensic Medical Group, Inc. to extend the Contract through June 30, 2021 and to include a Jail-Based Competency Treatment program; Delegate authority to the County Administrator, pending County Counsel concurrence, to execute (1) the approved agreement with the State, and (2) the approved fourth amendment with California Forensic Medical Group, Inc.; Adopt a resolution amending the position allocation list to add 3.0 FTE Correctional Officers to support the Jail-Based Competency Treatment program; and Approve an Appropriations Transfer Request of \$477,289 to appropriate funds from the Department of State Hospitals necessary to implement the Jail-Based Competency Treatment program and to recognize unanticipated revenue (4/5 vote required)

Attachments:    [A - Resolution](#)  
                         [B - State Agreement](#)  
                         [C - CFMG Fourth Amendment](#)  
                         [D - Link to CFMG Original Contract and Amendments](#)

**MISCELLANEOUS ITEMS**

- 17**      **18-795**      Approve the appointment of Manuel Angel to the Solano County Fair Board of Directors, representing District 1, to fill an unexpired term ending August 1, 2019; and Approve the reappointment of Manuel Angel to the Fair Board of Directors, representing District 1, for a subsequent 4 year term to expire August 1, 2023

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

- A)
- B)
- C)

**GENERAL GOVERNMENT**Board of Supervisors/First 5 Solano/Health and Social Services:

- 18**      **18-784**      Approve an intergovernmental agreement with Yocha Dehe Wintun Nation for revenue of \$1,000,000 for a one-year period (November 2018-October 2019) to implement five projects to improve the health and well-being of the people of Solano County; Approve an Appropriation Transfer Request for \$1,000,000 for FY2018/19 in unanticipated revenue (4/5 vote required); and Delegate authority to the County Administrator to execute the intergovernmental agreement and contracts and agreements related to project implementation

Attachments:    [A - Agreement](#)  
                         [B - Link to Proposal](#)

County Administrator:

- 19**      **18-794**      Receive a report from County Superintendent of Schools Lisette Estrella-Henderson from the Solano County Office of Education regarding the "State of the Schools" for the 2018-2019 school year in compliance with the Williams Case Settlement

Attachments:    [A - Letter to the Board](#)

Board of Supervisors:

- 20**      **18-741**      Receive a presentation on the federal proposed change in the public charge rule that will allow non-cash benefits to be considered in determining whether someone is a public charge and thus prevent someone from adjusting immigration status; Receive public comments regarding the proposed rule change; Direct staff to draft and submit public comment responses consistent with opposing the proposed regulations during the 60-day public comment period, which spans from publication of the proposed rule change in the Federal Register on October 10, 2018, through December 10, 2018; and Consider adopting a resolution to declare the Board's opposition to the proposed rule change to 'public charge' determinations and express the potential harm it would cause to Solano County and its residents

Attachments:    [A - Resolution](#)

**LAND USE/TRANSPORTATION**Resource Management:

- 21      **18-810**      Direct staff to form a 2020 Census Complete Count Committee to assist with the public outreach for the upcoming 2020 Census and to encourage public participation in responding to the census, and to provide direction on the makeup and formation of the committee

**RECESS****2:00 P.M.**Resource Management:

- 22      **18-808**      Public Hearing to consider Policy Plan Overlay No. PP-17-01 of Canon Partners, LLC to apply a policy plan overlay to 83.5 acres located at 5204 North Gate Road, adjacent to the City of Fairfield within the Exclusive Agriculture "A-80" Zoning District to permit the addition of transitional industrial and transitional commercial uses; APNs 0166-040-060 and 0166-050-100 and consider adoption of a Mitigated Negative Declaration of Environmental Impact as recommended by the Solano County Planning Commission

Attachments:    [A - Ordinance](#)  
                         [B - Planning Commission Resolution 4661 with Draft Ordinance](#)  
                         [C - Planning Commission Minutes September 6 2018](#)  
                         [D - Links to Initial Study and Mitigated Negative Declaration](#)  
                         [E - Infrastructure Discussion](#)  
                         [F - Public Notice](#)  
                         [G - Presentation](#)

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

*To the Board of Supervisors meeting of December 4, 2018 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, CA*



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## Agenda Submittal

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<b>Agenda #:</b>	1	<b>Status:</b>	Closed Session
<b>Type:</b>	Closed Session	<b>Department:</b>	County Counsel
<b>File #:</b>	18-818	<b>Contact:</b>	Dennis Bunting, 784-6145
<b>Agenda date:</b>	11/13/2018	<b>Final Action:</b>	

**Title:** Conference with Real Property Negotiators: Property: All or parts of APNs: 0042-010-40, 0042-010-41, 0042-050-200, 0042-100-01, 0042-100-03, 0042-100-070, 0042-100-410, 0042-100-420, 0042-100-430, 0042-100-440, 0174-130-01, 0174-130-050, 0174-140-03, 0174-140-04, 0174-150-03, 0174-150-09, Wilcox Ranch; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator and Bill Emlen, Resource Management Director; Negotiating parties: Colonel Matthew A. Leard and Sean Ayers; Under negotiation: Price and terms

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

Conference with Legal Counsel - Potential Litigation: One case

**Governing body:** Board of Supervisors

**District:** All

**Attachments:** A - Memorandum

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

## CLOSED SESSION MEMO

- A. LICENSE/PERMIT DETERMINATION (GC § 54956.7)  
a. Number of applicants:\_\_\_\_\_
- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (GC § 54956.8)  
a. Property: All or parts of APNs: 0042-010-40, 0042-010-41, 0042-050-200, 0042-100-01, 0042-100-03, 0042-100-070, 0042-100-410, 0042-100-420, 0042-100-430, 0042-100-440, 0174-130-01, 0174-130-050, 0174-140-03, 0174-140-04, 0174-150-03, 0174-150-09, Wilcox Ranch; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator and Bill Emlen, Resource Management Director; Negotiating parties: Colonel Matthew A. Leard and Sean Ayers; Under negotiation: Price and terms  
b. Property: APN 0032-190-310,310/360 Beck Ave., Fairfield, California; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator and Gerald Huber, Director of Health and Social Services; Negotiating party: David White; Under negotiation: Price and terms
- C. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION  
a.
- D. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC § 54956.9)  
a. Significant exposure to litigation pursuant to GC § 54956.9 (b): One case  
b. Initiation of litigation pursuant to GC § 54956.9(c):
- E. LIABILITY CLAIMS-JOINT POWERS AUTHORITY (GC § 54956.95)  
a. Claimant:\_\_\_\_\_  
b. Agency against whom claim filed:\_\_\_\_\_
- F. THREAT TO PUBLIC SERVICES OR FACILITIES (GC § 54957)  
a. Consultation with:\_\_\_\_\_
- G. PUBLIC EMPLOYEE APPOINTMENT  
a. Title:
- H. PUBLIC EMPLOYMENT (GC § 54957)  
a. Title:
- I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC § 54957)  
a. Title:
- J. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (GC § 54957)  
a. No information required
- K. CONFERENCE WITH LABOR NEGOTIATORS (GC § 54957.6):
- L. CASE REVIEW/PLANNING (GC § 54957.8)
- M. REPORT INVOLVING TRADE SECRET (GC § 54962, etc.)  
a. Estimated year of public disclosure:\_\_\_\_\_
- N. HEARINGS  
a. Subject matter:\_\_\_\_\_  
(nature of hearing, i.e. medical audit comm., quality assurance comm., etc.)



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## Agenda Submittal

<b>Agenda #:</b>	2	<b>Status:</b>	Presentation
<b>Type:</b>	Resolution-Presentation	<b>Department:</b>	Library
<b>File #:</b>	18-766	<b>Contact:</b>	Bonnie Katz, 784-1500
<b>Agenda date:</b>	11/13/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt and present a resolution and plaque of appreciation honoring Ann K. Miller, Library Marketing and Community Relations Officer, upon her retirement from the Department of Library Services with over 23 years of dedicated public service to Solano County (Supervisor Hannigan)		
<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 Director of Library Services recommends that the Board of Supervisors adopt and present a resolution and a plaque of appreciation honoring Ann K. Miller upon her retirement from the Department of Library Services with over 23 years of dedicated public service to Solano County.

### **SUMMARY:**

Ann K. Miller began her career with Solano County Library on June 19, 1995 as the Volunteer Coordinator. Ms. Miller earned several promotions in her long and exemplary career, including Community Relations Coordinator and ultimately Library Marketing and Community Relations Officer on March 3, 2013.

Throughout her distinguished career, Ms. Miller has provided excellent customer service and support to the residents of Solano County. She has played a vital and essential role in promoting and raising the awareness of library services and programs to the communities of Solano County.

Ms. Miller has demonstrated the highest commitment to uncompromising excellence in all matters related to public library service in Solano County.

Ms. Miller retires on November 1, 2018 with over 23 years of outstanding service. She is greatly valued and will be missed by her friends, co-workers and colleagues in the Library community for her integrity, breadth of knowledge, and dedication to the highest ideals of Library culture.

### **FINANCIAL IMPACT:**

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



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

**ALTERNATIVES:**

The Board could choose not to approve this resolution and plaque of appreciation; however, this is not recommended because this is an opportunity to recognize Ann K. Miller's dedication and outstanding contributions to the County and the community.

**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 ANN K. MILLER, LIBRARY MARKETING AND COMMUNITY RELATIONS OFFICER, UPON HER RETIREMENT FROM THE DEPARTMENT OF LIBRARY SERVICES WITH OVER 23 YEARS OF DEDICATED PUBLIC SERVICE TO SOLANO COUNTY**

**WHEREAS**, Ann K. Miller has been a valued member of the Solano County Library staff for twenty-three years, four months and twelve days, beginning her tenure as Volunteer Coordinator on June 19, 1995, overseeing the program's growth to over 180 active volunteers currently; and

**WHEREAS**, Ann K. Miller earned several promotions in her long and exemplary career, including Community Relations Coordinator on April 1, 2001, and Library Marketing and Community Relations Officer on March 3, 2013; and

**WHEREAS**, Ann K. Miller was instrumental in developing the Library's branding and marketing standards and dedicated herself to crafting the perfect phrase and designing the perfect image to instill the Library as the place to go for informational and recreational resources for the residents of Solano County; and

**WHEREAS**, through her thoughtful marketing campaigns, press releases, and print and online newsletters and brochures, Ann K. Miller has played a vital and essential role in cultivating new Library users and promoting and raising the awareness of library services and programs to the communities of Solano County; and

**WHEREAS**, Ann K. Miller has been instrumental in developing the Library's social media presence, first as an early adopter of social media marketing, and later in creating and leading the Library's Social Media team in their promotional endeavors across multiple social media platforms; and

**WHEREAS**, Ann K. Miller is greatly valued and will be missed by her friends and colleagues in the Library community for her integrity, breadth of knowledge, excellence, and dedication to the highest ideals of Library culture and communications.

**NOW, THEREFORE BE IT RESOLVED**, that the Solano County Board of Supervisors hereby recognizes Ann K. Miller for her many years of outstanding and dedicated service to the people of Solano County, and joins her legion of friends and colleagues at the Solano County Library in wishing her a long, healthy, and happy retirement.

Dated this 13<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



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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>	18-799	<b>Contact:</b>	John M. Vasquez, 784-6129
<b>Agenda date:</b>	11/13/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt and present a resolution honoring Lieutenant General John F. Gonge for his distinguished service to the United States of America during his decades-long military career, including service during World War II, and recognize November 5, 2018 as Lt. Gen. John F. Gonge Day in Solano County in honor of his birthday (Chair Vasquez)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 4		
<b>Attachments:</b>	A - Resolution		

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

Public Hearing Required? Yes ☐ No ☒

### **DEPARTMENTAL RECOMMENDATION:**

Chair Vasquez requests that the Board adopt and present a resolution honoring Lieutenant General John F. Gonge for his distinguished service to the United States of America during his decades-long military career, including service during World War II, and recognize November 5, 2018 as Lt. Gen. John F. Gonge Day in Solano County in honor of his birthday.

### **SUMMARY/DISCUSSION:**

World War II (WWII) was the most widespread war in history with more than 100 million people serving in military units. About 16 million Americans served during WWII, according to the United States Department of Veterans Affairs (VA). Of those, less than 500,000 WWII veterans are still living as of 2018, according to statistics provided to the National WWII Museum by the VA and more than 300 World War II veterans die each day.

Born in Ansley, Nebraska on November 5, 1921, John F. Gonge embarked on a 34 year military career when he entered the U.S. Army Air Corps Flying School upon his graduation from high school in 1938. He received his pilot wings in 1943 and during World War II, flew "The Hump," in the China-Burma-India campaigns with the Army Air Corps Air Transport Command.

A career transport pilot, Gen. Gonge would go on to command various squadrons and wings at air bases across the United States and the Pacific.

In 1960, Gen. Gonge arrived at Travis Air Force Base where he served first as chief, Program Division, and later as assistant deputy chief of staff for plans and manpower. After a stint at the National War College in Washington, D.C., and an assignment to the Joint Chiefs of Staff, Gen. Gonge returned to Travis Air Force

Base as vice commander of the 60th Military Airlift Wing. He would go on to assume additional command roles throughout his illustrious career in the United States Air Force, which included 13,000 flying hours and military decorations and awards to include the Distinguished Service Medal, Distinguished Flying Cross, Meritorious Service Medal and others. He was promoted to the grade of lieutenant general on Sept. 1, 1975 and retired from the United States Air Force in 1977.

**FINANCIAL IMPACT:**

The costs associated with preparing the agenda item are nominal and absorbed by the District 4 FY2018/19 Adopted Budget. The costs associated with preparation and purchase of the resolution materials are included in the Board's FY2018/19 Adopted Budget.

**ALTERNATIVES:**

The Board could choose not to adopt this resolution, however, that is not recommended because this is an opportunity to honor the distinguished service of Solano County resident and World War II veteran, Lt. Gen. John F. Gonge.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# Resolution No. 2018 -

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING LIEUTENANT GENERAL JOHN F. GONGE FOR HIS DISTINGUISHED SERVICE TO THE UNITED STATES OF AMERICA DURING HIS DECADES-LONG MILITARY CAREER, INCLUDING SERVICE DURING WORLD WAR II, AND RECOGNIZE NOVEMBER 5, 2018 AS LT. GEN. JOHN F. GONGE DAY IN SOLANO COUNTY IN HONOR OF HIS BIRTHDAY**

**WHEREAS**, upon serving an illustrious and distinguished career in the United States Air Force, to include more than 13,000 flying hours as a command pilot, Lieutenant General John F. Gonge has served his country admirably and with great honor; and

**WHEREAS**, born on Nov. 5, 1921, General Gonge graduated high school in 1938 and entered active military service as an aviation cadet and attended the U.S. Army Air Corps Flying School at Lubbock Army Air Field in Texas. It was there that he earned his pilot wings and commission as a second lieutenant; and

**WHEREAS**, during World War II, General Gonge flew the "Hump" in the China-Burma-India campaigns with the Army Air Corps Air Transport Command. In 1956 he was assigned to the 47<sup>th</sup> Bombardment Group; and

**WHEREAS**, a career transport pilot, General Gonge remained with airlift forces through Air Training Command, Military Air Transport Service and Military Airlift Command. By 1953, he was assigned as special projects officer in the Office of Deputy Chief of Staff for operations, Pacific Division and later, as administrative assistant to the commander. In 1956, he was assigned as commander of the 1506<sup>th</sup> Support Squadron at Clark Air Base, Philippine Islands; and

**WHEREAS**, General Gonge arrived at Travis Air Force Base in 1960 where he served first as chief, Program Division, and later as assistant deputy chief of staff for plans and manpower. After becoming deputy assistant chief of staff, Military Air Transport Service, he went on to attend the National War College in Washington, D.C. He was next assigned to the organization of the Joint Chiefs of Staff; and

**WHEREAS**, by 1969, General Gonge returned to Travis Air Force Base as vice commander of the 60<sup>th</sup> Military Airlift Wing and would go on to assume additional command roles across the country, including command of the 22nd Air Force at Travis and ultimately becoming vice commander in chief of Military Airlift Command; and

**WHEREAS**, in addition to his 13,000 flying hours, General Gonge's military decorations and awards include the Distinguished Service Medal, Legion of Merit, Distinguished Flying Cross, Meritorious Service Medal, Air Medal, Air Force Commendation Medal with oak leaf cluster, Army Commendation Medal and the Distinguished Unit Citation Emblem. He was promoted to the grade of lieutenant general on Sept. 1, 1975 and retired from the United State Air Force in 1977.

**NOW, THEREFORE BE IT RESOLVED**, that the Solano County Board of Supervisors hereby honor Lieutenant General John F. Gonge for his contribution to the safety and security of the United States of America and commend him for a long and distinguished career with the United State Air Force and recognize November 5, 2018 as Lt. Gen. John F. Gonge Day in Solano County.

Dated this 13<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



# Solano County

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## Agenda Submittal

<b>Agenda #:</b>	4	<b>Status:</b>	Presentation
<b>Type:</b>	Resolution-Presentation	<b>Department:</b>	Board of Supervisors
<b>File #:</b>	18-703	<b>Contact:</b>	Kelly Dwyer, 784-3004
<b>Agenda date:</b>	11/13/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt and present resolutions recognizing the Solano County Office of Education selectees, Samantha Bradshaw as the Solano County Classified School Employee of the Year for 2018/19 and Marilyn Lewis as the Solano County Teacher of the Year for 2018/19 (Supervisor Brown and Supervisor Thomson)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 2 and District 5		
<b>Attachments:</b>	A - Resolution - Classified School Employee of the Year, B - Resolution - Teacher of the Year		

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

Public Hearing Required? Yes ☐ No ☒

### **DEPARTMENTAL RECOMMENDATION:**

Supervisor Brown and Supervisor Thomson request that the Board adopt and present resolutions recognizing the Solano County Office of Education selectees, Samantha Bradshaw as the Solano County Classified Employee of the Year 2018/19 and Marilyn Lewis as the Solano County Teacher of the Year 2018/19.

### **DISCUSSION:**

Solano County Office of Education recently announced their selection of Samantha Bradshaw and Marilyn Lewis as the Classified School Employee of the Year and Teacher of the Year respectively for 2017/18 school year.

Samantha Bradshaw is a Lead Trainer and Bus Driver for the Vallejo City Unified School District. She has served for 20 years in the Transportation Department and recently moved from being a Bus Driver to also serving as a Driver Instructor.

Marilyn Lewis has been teaching for twenty-seven years and has a teaching credential in multiple subjects. During her tenure she has mentored teachers, started the Tutor Center at Vanden High, is on the Curriculum Council, is an advising member of the Positive Behavior Intervention Strategies Task Force, advises the National Honor Society and is a leader in the Science Department.

### **FINANCIAL IMPACT:**

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

**ALTERNATIVES:**

The Board could choose not to adopt these resolutions. This is not recommended because this is an opportunity to pay tribute to the Solano educational community.

**OTHER AGENCY INVOLVEMENT:**

These resolutions were prepared in conjunction with the Solano County Office of Education, Fairfield-Suisun Unified School District, and Vallejo Unified School District.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# Resolution No. 2018 –

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING SAMANTHA BRADSHAW AS SOLANO COUNTY CLASSIFIED SCHOOL EMPLOYEE OF THE YEAR 2018/19**

**WHEREAS,** The Classified School Employee of Year program is designed to highlight the contributions of classified school employees who support the education of our public school students in pre-kindergarten through grade twelve and to pay tribute to the tireless efforts of outstanding classified school employees. They are vital members who play key roles in creating a school environment that promotes student achievement, safety, and health; and

**WHEREAS,** For the last twenty years, Samantha Bradshaw has served in the Transportation Department for the Vallejo Unified School District; and

**WHEREAS,** Samantha Bradshaw is a school bus driver who has gone above and beyond her duties and has helped with the grants to retrofit busses; and

**WHEREAS,** Samantha was promoted to a Driver Instructor who now works with the drivers on all aspects of their training and helps them to pass their tests to be successful bus drivers; and

**WHEREAS,** Samantha has also taken on other projects such as the gas card reader grant; and

**WHEREAS,** Samantha issues the bus passes to parents and students and everyone loves interacting with her.

**NOW, THEREFORE BE IT RESOLVED,** that the Solano County Board of Supervisors does hereby honor Samantha Bradshaw for her achievements and for her contributions to Solano County education. In addition, we extend our appreciation to her family members, co-workers, students, parents, and community members that are encouraged and inspired by Samantha's outstanding achievements.

Dated this 13<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



# Resolution No. 2018 –

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING MARILYN LEWIS AS SOLANO COUNTY TEACHER OF THE YEAR 2018/19**

**WHEREAS**, in 1978, the Solano County Office of Education began recognizing exemplary teachers. The Teacher of the Year Program highlights educational innovation, student learning, and the rewards of teaching. Furthermore, this program pays tribute to the teaching force, the complexity of challenges that confront our schools, and the need to promote collaboration and teamwork to meet those challenges; and

**WHEREAS**, Marilyn Lewis has been teaching in Solano County schools for twenty-seven years, and has served as a science teacher at Vanden High School for more than a decade; and

**WHEREAS**, Mrs. Lewis championed and provided leadership for the development of the Vanden Tutoring Center, is an advisor for the National Honor Society, is a leader in the Science Department and has been a mentor teacher over the years; and

**WHEREAS**, Mrs. Lewis represents Vanden on the Curriculum Council and is an advising member of the Positive Behavior Intervention Strategies Task Force; and

**WHEREAS**, Mrs. Lewis has been recognized for her efforts to include everyone, including those with disabilities, in the same science classes so that students are learning together, which has led the county to look at improving the learning of students with disabilities; and

**WHEREAS**, Mrs. Lewis started the Solano County Science STEM Fair in 2012 after running the Fairfield Science Fair for several years.

**NOW, THEREFORE BE IT RESOLVED**, that the Solano County Board of Supervisors does hereby honor Marilyn Lewis for her achievements and for her positive impact on the lives of hundreds of students, families, and faculty. The legacy of Mrs. Lewis' public service to Solano County residents will be forever be honored.

Dated this 13<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>	Presentation
<b>Type:</b>	Resolution-Presentation	<b>Department:</b>	Board of Supervisors
<b>File #:</b>	18-793	<b>Contact:</b>	Alexandra Winston, 784-6131
<b>Agenda date:</b>	11/13/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt and present a resolution recognizing November 27, 2018 as Give Local Solano Day to encourage County residents to give to local nonprofits during the charitable season, when many focus on their holiday giving (Supervisor Thomson)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 5		
<b>Attachments:</b>	A - Resolution		

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

### **DEPARTMENTAL RECOMMENDATION:**

Supervisor Skip Thomson requests that the Board adopt and present a resolution recognizing November 27, 2018 as Give Local Solano Day to encourage County residents to give to local nonprofits during the charitable season, when many focus on their holiday giving.

### **SUMMARY:**

#GivingTuesday is a global day of giving fueled by the power of social media and collaboration. It is celebrated on the Tuesday following Thanksgiving (in the U.S.) and the widely recognized shopping events of Black Friday and Cyber Monday. #GivingTuesday kicks off the charitable season, when many focus on their holiday and end-of-year giving and celebrates their generosity and kindness by encouraging everyone to give to nonprofit organizations all around the world.

This philanthropic event sets itself apart as a social media celebration, hence the hashtag you often see associated with it (#GivingTuesday). Many donors who give to charities on #GivingTuesday also share stories about their favorite causes on Facebook, Twitter, Pinterest, etc., and encourage their friends to give, too.

Give Local Solano Day is how Solano Community Foundation participates in this day-long giving event.

The Solano Community Foundation believes in and advocates for a strong, independent nonprofit sector. Solano Community Foundation also believes in giving locally to help support and build capacity of the nonprofits serving Solano County.

Nonprofit organizations are essential to the vitality of our community, and vital in building a better life for Solano residents. Solano Community Foundation respect and nurture nonprofits so they can do the important and challenging work of creating a social safety net, promoting civic engagement, enriching us through arts,

education and culture, and protecting the environment.

**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.

**DISCUSSION:**

The first-ever county-wide Give Local Solano (GLS) fundraising campaign was held on May 3, 2016 in partnership with twenty-eight local nonprofit organizations. The Solano Community Foundation is forever grateful to them for their enthusiasm and support. Their advance efforts in encouraging donors to contribute was an essential part of the entire event. The collaborative effort itself increased interaction and camaraderie with Solano Community Foundation and among the participants.

Although the day was less than perfect due to technical difficulties encountered by the giving platform, there were solid positive outcomes realized. These are just a few:

- The Solano Community Foundation successful in raising recognition of the need for a culture of philanthropy in this county.
- With the help of many supporters, the participating nonprofits increased their visibility and lifted public awareness of their needs.
- Every mayor in Solano County and the Board of Supervisors proclaimed May 3, 2016 as Give Local Solano Day.
- Several of the local access TV channels aired the GLS promotional video, which was made possible by Mayor Augustine and created by the City of Vacaville's PIO department.
- The county put it up on their main web page, as did some of the cities, and it was posted on the GLS web page, Facebook, Twitter, and on the websites of our participating organizations.
- The Fairfield Daily Republic alone published six articles about Give Local Solano and Solano Community Foundation.
- The Vallejo Times-Herald published an article a couple of days before the event, and named every one of the participating organizations.
- After GLS Day, both newspapers published an article summing up the event, including both positive and negative outcomes.
- The Solano Community Foundation made new business partnerships and reconnected with existing partners.

**ALTERNATIVES:**

The Board of Supervisors could choose not to adopt and present a resolution recognizing November 27, 2018 as Give Local Solano Day.

**OTHER AGENCY INVOLVEMENT:**

No other agencies were involved in the preparation of this item.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**

# Resolution No. 2018 –

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING NOVEMBER 27, 2018 AS “GIVE LOCAL SOLANO DAY”**

**WHEREAS**, numerous local nonprofit philanthropic organizations enhance the quality of life of the residents of Solano County, and have benefitted from the funds collected by the Solano Community Foundation, and

**WHEREAS**, the Solano Community Foundation has been leading this philanthropic giving campaign in Solano County for the past three years in conjunction with the national organization that provides a vehicle for local philanthropy and is called Give Local Solano and it is an annual event to encourage communities to support local nonprofit organizations, and

**WHEREAS**, 29 different organizations have benefitted from prior Give Local Solano activities through the Solano Community Foundation, that have included children's programs, assisting seniors, feeding the elderly, art programs, educational programs and land trusts in Fairfield, Benicia, Vallejo, and Rio Vista and,

**WHEREAS**, Give Local Solano is a special day to celebrate philanthropy and to build stronger communities by encouraging residents of Solano County to donate to their preferred local charities and participate in a day of national giving, and

**WHEREAS**, providing philanthropic funding to all local charities within Solano County lessens the burden on local government, and

**WHEREAS**, the nonprofit philanthropic sector in Solano County adds immeasurably to the well-being of all its citizens by addressing basic human needs, child development, education, the arts, senior citizens, and the environment.

**NOW, THEREFORE BE IT RESOLVED**, that the Solano County Board of Supervisors recognizes November 27<sup>th</sup>, 2018 as the Give Local Solano Day to further the philanthropic efforts in our community and assist those in need and urges participation by all the residents of Solano County.

Dated this 13<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>	Presentation
<b>Type:</b>	Resolution	<b>Department:</b>	Health and Social Services
<b>File #:</b>	18-781	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	11/13/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt and present a resolution recognizing December 1, 2018 as World AIDS Day (Supervisor Hannigan)		
<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 that the Board adopt and present a resolution recognizing December 1, 2018 as World AIDS Day.

### **SUMMARY/DISCUSSION:**

The Joint United Nations Program on AIDS (UNAIDS) has declared December 1, 2018 as World AIDS Day and acknowledges the millions of people living with HIV/AIDS, celebrate the lives of those who have lost their battle with HIV/AIDS, raise awareness about the global impact of HIV/AIDS, and applauds the advancements that are allowing more people with HIV/AIDS to live longer and healthier lives. This year's theme is "Know Your Status" and the resolution will recognize that all citizens can take steps towards ending the HIV/AIDS pandemic. The theme, "Know Your Status" focuses on reinvigorating the world to stay on track to end the AIDS epidemic by 2030. UNAIDS recognizes that the decline in new HIV infections among adults has stalled. An estimated 1.8 million adults have become infected with HIV every year for the past five years worldwide. HIV Prevention efforts must be evaluated and improved to help identify HIV-positive individuals early, link them to medical care and supportive services, and decrease the spread of HIV in the community.

Solano County's H&SS AIDS Community Education Program (ACEP), the local lead agency for HIV/AIDS prevention and HIV testing activities that occur in the County, recognizes that the spread of HIV/AIDS can only be controlled through: education and prevention activities; HIV testing that identifies infected individuals and links them to care; and access to health care services and treatment for those already infected. In support of the UNAIDS theme, the Solano AIDS Coalition will hold an event on December 1st with speakers, educational information, and a candlelight vigil to honor those we have lost to HIV/AIDS. The event is open to the public and will be located on Georgia Street in Vallejo. Solano County Public Health will offer education and outreach services at this event. Additionally, Solano Community College will host World AIDS Day activities throughout the day, including displaying the Solano County AIDS quilt.

In addition to the 2018 World AIDS Day activities, year-round confidential free HIV testing is offered to all through an "On Demand" testing program. Clients can call or text to make an appointment for a free, rapid, and confidential test. H&SS estimates that AIDS Community Education Program will provide outreach services for HIV testing and education to approximately 2000 individuals this year.

**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 could choose not to adopt this resolution recognizing World AIDS Day. This is not recommended because it provides an opportunity to increase awareness on the risk of HIV/AIDS and the importance of getting tested.

**OTHER AGENCY INVOLVEMENT:**

H&SS would like to recognize the work of the Lesbian Gay Bisexual Transgender Questioning (LGBTQ) Alliance, The Solano Pride Center, Planned Parenthood of Northern California, Community Medical Centers, and the Solano AIDS Coalition for partnering with the County for World AIDS Day activities.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**

# Resolution No. 2018 -

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING DECEMBER 1, 2018 AS WORLD AIDS DAY IN SOLANO COUNTY**

**WHEREAS**, the global epidemic of HIV infection and AIDS requires a worldwide effort to increase communication, education and united action to stop the spread of HIV/AIDS; and

**WHEREAS**, the joint United Nations Program on HIV/AIDS (UNAIDS) observes December 1<sup>st</sup> each year as World AIDS Day, a day to expand and strengthen worldwide efforts to stop the spread of HIV/AIDS; and

**WHEREAS**, UNAIDS estimates that 36.9 million people worldwide are currently living with HIV/AIDS, with 1.8 million new cases of HIV and an estimated 940,000 deaths from AIDS-related illness in 2017 worldwide; and

**WHEREAS**, the UNAIDS is encouraging a better understanding of the challenges of HIV/AIDS nationally as it recognizes that the number of people diagnosed with HIV and AIDS in the United States continues to increase with 1.1 million people in the U.S. now infected, 132,405 HIV/AIDS cases in California, and 1,327 HIV/AIDS cases in Solano County, and 1 in 7 who do not know they are infected; and

**WHEREAS**, World AIDS day provides an opportunity to focus local, national and international attention on HIV infection and to disseminate information and promote HIV testing to reduce the spread of HIV; and

**WHEREAS**, this year's theme, "Know your status" marks the 30<sup>th</sup> anniversary to commemorate World AIDS Day and urges all residents to increase their awareness of the risk of HIV/AIDS for themselves, their partners, and their children and to recognize the importance of HIV testing to help stem the tide of the HIV/AIDS epidemic.

**NOW, THEREFORE BE IT RESOLVED**, that the Solano County Board of Supervisors does hereby recognize December 1, 2018 as World AIDS Day and encourages everyone to take part in activities and observances designed to increase awareness and understanding of HIV/AIDS as a global and local challenge, take part in HIV/AIDS prevention activities and programs, and join the global effort to prevent further spread of HIV/AIDS.

Dated this 13<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>	Clerk of the Board of Supervisors
<b>File #:</b>	18-752	<b>Contact:</b>	Jodene Nolan, 784-6108
<b>Agenda date:</b>	11/13/2018	<b>Final Action:</b>	
<b>Title:</b>	Accept the Board of Supervisors' regular meeting calendar for 2019		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - 2019 DRAFT Calendar		

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

### **DEPARTMENTAL RECOMMENDATION:**

It is recommended that the Board take the following action for the Board of Supervisors' meeting calendar for calendar year 2019:

- A. Accept the Board of Supervisors' regular meeting calendar for 2019; and
- B. Approve cancellation of the Board of Supervisors' regular meetings of January 1, 2019, February 12, 2019, May 28, 2019, September 3, 2019, November 12, 2019, and December 24, 2019 due to the proximity of holidays; March 5, 2019 due to the National Association of Counties (NACo) Legislative Conference; July 2, 2019, and July 9, 2019 due to Board Recess; and December 3, 2019 due to California State Association of Counties (CSAC) Conference; and

### **SUMMARY:**

The Board of Supervisors routinely meet on the first, second, and fourth Tuesday of each month throughout the year. From time to time meetings have been cancelled to allow the Board members to attend state and national conferences and to meet with state and federal lobbyist.

For calendar year 2019, the following meetings are scheduled for cancellation:

- January 1, February 12, May 28, September 3, November 12, and December 24 - proximity of holidays
- March 5 - National Association of Counties (NACo) Legislative Conference
- July 10 - Board Recess
- July 2, and July 9 - Board Recess
- December 3 - California State Association of Counties (CSAC) Conference





# 2019 CALENDAR

County Holidays
BOS Meetings
Cancelled BOS Meetings
Pay Day
Budget Hearings

JANUARY						
S	M	T	W	T	F	S
		1*	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
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27	28	29	30	31		

FEBRUARY						
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MARCH						
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31						

APRIL						
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28	29	30				

MAY						
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JUNE						
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30						

JULY						
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AUGUST						
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SEPTEMBER						
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29	30					

OCTOBER						
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NOVEMBER						
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DECEMBER						
S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 1, February 12, May 28, September 3, November 12 & December 24 meetings cancelled due to proximity to holiday  
 March 5 meeting cancelled due to National Association of Counties (NACo) Legislative Conference  
 July 2 and July 9 meetings cancelled due to Board Recess, will return on July 23  
 December 3 meeting cancelled due to California State Association of Counties (CSAC) Conference

\* County Holiday as well as Cancelled Board Meeting  
 \*\* Budget Hearings as well as County Pay Day

Revised 11/5/18



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	8	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Meeting Attendance Report	<b>Department:</b>	Clerk of the Board of Supervisors
<b>File #:</b>	18-811	<b>Contact:</b>	Jeanette Neiger, 784-6125
<b>Agenda date:</b>	11/13/2018	<b>Final Action:</b>	
<b>Title:</b>	Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Appointment List		

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

### **DEPARTMENTAL RECOMMENDATION:**

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

### **SUMMARY:**

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

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

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

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

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

# 2018 BOARD OF SUPERVISORS APPOINTMENTS

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

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

# 2018 BOARD OF SUPERVISORS APPOINTMENTS

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

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

# 2018 BOARD OF SUPERVISORS APPOINTMENTS

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

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Apointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required
<b>BOARD OF SUPERVISORS COMMITTEES</b>												
Area Agency on Aging Committee	Birgitta Corsello, 784-6100		Primary	Primary			May 1, 2018	1 year	As Needed	No		No
Cannabis Committee	Bill Emlen 784-6765	Primary			Primary		Jan. 9, 2018	1 year	As Needed	No		No
City of Vallejo Interagency Committee	City Manager's Office, City of Vallejo 648-4576	Primary	Primary				Jan. 9, 2018	1 year	As Needed	No		No
Fair Governance Committee	Nancy Huston, 784-6107		Primary			Primary	Feb. 6, 2018	1 year	As Needed	No		No
Health & Social Services & Family Justice Committee	Jerry Huber, 784-8400	Primary	Primary				Jan. 9, 2018	1 year	As Needed	No		No
<b>Inactive</b>												
Historical Records Committee	Dianne Luna 784-3105		Primary			Primary	Jan. 9, 2018	1 year	As Needed	No		No
Law & Justice Committee <b>Inactive</b>							Jan. 9, 2018	1 year	As Needed	No		
Legislation	Michelle Heppner 784-3002	Primary			Primary		Jan. 9, 2018	1 year	As Needed	No		No
Military & Veterans Affairs Committee	Ted Puntillo 784-6590				Primary	Primary	Jan. 9, 2018	1 year	As Needed	No		No
Public Art Committee	Kanon Artiche 784-2781	Primary			Alternate		Jan. 9, 2018	1 year	As Needed	No		No
Regional Park Committee	Resource Management Bill Emlen 784-6765	Primary			Primary		Jan. 9, 2018	1 year	As Needed	No		No
Senior Issues Committee	Jerry Huber, 784-8400		Primary		Primary		Jan. 9, 2018	1 year	As Needed	No		No
Solano 360 Committee Project	Nancy Huston 784-6107	Primary		Primary			Jan. 9, 2018	1 year	As Needed	No		No
Solano 360 Implementation Committee	Nancy Huston 784-6107	Primary		Primary			Jan. 9, 2018	1 year	As Needed	No		No
Solano Children's Alliance	Alan Kerzin 421-7229		Primary				Jan. 9, 2018	1 year	1st Wed., 12 p.m.	No		No
Transportation Land Use Committee	Resource Management Bill Emlen 784-6765			Primary	Primary		Jan. 9, 2018	1 year	As Needed	No		No
University of California Cooperative Extension Capital Corridor Multi-County Partnership Leadership Advisory Committee	Morgan Doran 784-1317				Primary	Alternate	Jan. 9, 2018	1 year	As Needed	No		No
<b>TOTAL ASSIGNMENTS</b>		<b>27</b>	<b>20</b>	<b>22</b>	<b>30</b>	<b>20</b>						
Updated 09-11-18												



# 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>	Resolution	<b>Department:</b>	Board of Supervisors
<b>File #:</b>	18-804	<b>Contact:</b>	Alex Winston, 784-6131
<b>Agenda date:</b>	11/13/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution of appreciation honoring Vice Mayor Constance Boulware for two terms of distinguished service to the residents of the City of Rio Vista in Solano County		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 5		
<b>Attachments:</b>	A - Resolution		

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

### **DEPARTMENTAL RECOMMENDATION:**

Supervisor Skip Thomson recommends that the Board of Supervisors adopt a resolution honoring Vice Mayor Constance Boulware for two terms of distinguished service to the residents of the City of Rio Vista in Solano County.

### **SUMMARY/DISCUSSION:**

Constance Boulware was elected to the Rio Vista City Council in November 2010 and has served as Vice Mayor for two terms. Constance has been active in Solano County and the Rio Vista Community since arriving in July of 2007. Her first experience was working on the Rio Vista 150th Anniversary.

Constance served on the Solano County Library Foundation Board from June 2012 through July 2017 serving as the Board's President for two years. In the two years that she was president, the Solano County Library Foundation's annual fundraiser the Author's Luncheon grossed over \$125,000 in support of Solano County Library programs. Constance was also instrumental in grant writing and submitted successful grants to Genentech that benefitted the Solano County Library Foundation. In addition, she arranged with Steve Hopkins Honda of Fairfield to support the Foundation through car sales, getting a contribution for each car sold, and oversaw the 20th anniversary celebration of the Foundation which was held in 2014 at the Wooden Valley Winery.

In 2009, she was appointed to the Rio Vista's Airport Advisory Commission followed by her appointment to the Army Base Steering Committee, and Yolo/Solano Air Quality Management District Board. Constance volunteers at Rio Vista Community Services and she is an active member of service organizations committed to supporting the community such as Lions Club, Soroptimist, Women's Improvement Club, and Trilogy Kare Bears.

In 2004, she retired from the Social Security Administration with 30 years of service. During her 30 years at

Social Security Administration, Constance managed several Bay Area Social Security Offices, before moving to the San Francisco Regional Office to teach employees how to take and manage Social Security Claims electronically. With her extensive experience in claims processing and management, she went on to conduct workload analysis, impact studies, and return on investments studies for Social Security Administration. Constance's experience includes keeping multi-million dollar programs operating, developing and balancing budgets in tough economic periods, maintaining high government service levels, and implementing policies and regulations. She has a Bachelor of Science in Organizational Management that complements her experience.

**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 of Supervisors could choose not to recognize Vice Mayor Constance Boulware; however, this is not recommended, as this is an opportunity to recognize and honor Vice Mayor Constance Boulware for her two terms of dedicated service to the City of Rio Vista in Solano County.

**OTHER AGENCY INVOLVEMENT:**

None.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# Resolution No. 2018 –

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING RIO VISTA VICE MAYOR CONSTANCE BOULWARE FOR TWO TERMS OF DISTINGUISHED SERVICE TO THE RESIDENTS OF THE CITY OF RIO VISTA IN SOLANO COUNTY**

**WHEREAS**, Constance Boulware is retiring after serving two terms of public service as the Vice Mayor of Rio Vista; and

**WHEREAS**, Constance went above and beyond her public service duties by serving on the Solano County Library Foundation Board for five years and served as President of the Foundation's Board for two years; and

**WHEREAS**, Constance's calling for public service led her to sit on the Boards of the Rio Vista Airport Advisory Committee, Army Base Steering Committee, and Yolo/Solano Air Quality Management District; and

**WHEREAS**, Constance also served her community through volunteer service to the Rio Vista Lion's Club, Soroptimist, Women's Improvement Club, and Trilogy Kare Bears; and

**WHEREAS**, Constance's career of public service has spanned forty-four years on both the federal and local level.

**NOW, THEREFORE BE IT RESOLVED**, that the Solano County Board of Supervisors does hereby honor Constance Boulware for her contributions to the citizens of Solano County.

Dated this 13<sup>th</sup> 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





# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	10	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	County Administrator
<b>File #:</b>	18-797	<b>Contact:</b>	Chris Rogers, 784-6100
<b>Agenda date:</b>	11/13/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution designating United Way Bay Area as the County's workplace giving campaign for employee payroll deductions in the 2019 calendar year per the Board's adopted Workplace Charitable Giving Policy		
<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:**

It is recommended that the Board of Supervisors adopt a resolution designating United Way Bay Area as the County's workplace giving campaign for employee payroll deductions in the 2019 calendar year, per the Board's adopted Workplace Charitable Giving Policy.

### **SUMMARY/DISCUSSION:**

United Way Bay Area has participated in the County's annual workplace giving campaign for employee payroll deductions for many years. The annual giving campaign provides employees the opportunity to make voluntary contributions through payroll deductions to support charities of their choosing. Per the Workplace Charitable Giving Policy, the Board of Supervisors, by resolution, shall designate the agency participating in the County annual workplace giving campaign and for employee payroll deductions that will occur in the following calendar year. The workplace giving campaign will be held during the last two months of the 2018 calendar year for 2019 calendar year's payroll deductions.

### **FINANCIAL IMPACT:**

The cost for staff time in connection with the County's workplace charitable giving campaign is anticipated to be nominal, including the cost for payroll processing in the Auditor-Controller's Office. Employee contributions to the annual giving campaign are strictly voluntary. 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 adopt the resolution designating United Way Bay Area (UWBA) as the County's workplace giving campaign for employee 2019 payroll deductions; however, this is not

recommended as UWBA has been a participant in the County's annual campaign for many years and employee donations support many local non-profits and community based organizations and services.

**OTHER AGENCY INVOLVEMENT:**

No other agency was involved.

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

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING AUTOMATIC EMPLOYEE PAYROLL DEDUCTIONS  
FOR UNITED WAY BAY AREA CHARITABLE CONTRIBUTIONS**

**Whereas**, California Government Code section 26227 authorizes the cooperation of County Government in a charitable fund drive with non-profit charitable organizations if the Board of Supervisors deems the program to be necessary to meet the social needs of the population of the County, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and needs of the physically, mentally, and financially handicapped persons and aged persons; and

**Whereas**, Government Code section 1157.2 gives the Board of Supervisors authority to allow deductions from employee pay for designated “bona fide” charitable organizations; and

**Whereas**, the United Way Bay Area is requesting that Solano County give its employees an opportunity to support its charitable actions through an automatic payroll deduction; and

**Whereas**, Solano County has determined that allowing its employees to automatically have charitable contributions to the United Way Bay Area deducted from an employee’s paycheck is an effective and efficient way to provide its employees with an opportunity to contribute to a charitable organization.

**Resolved**, that the Solano County Board of Supervisors hereby authorizes employees to have charitable contributions to the United Way Bay Area automatically deducted from an employee’s paycheck through the 2019 calendar year, and authorizes the voluntary participation of its employees, officers and officials in contributing to the United Way Bay Area.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on November 13, 2018 by the following vote:

AYES:           SUPERVISORS           \_\_\_\_\_

\_\_\_\_\_

NOES:           SUPERVISORS           \_\_\_\_\_

EXCUSED:       SUPERVISORS           \_\_\_\_\_

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

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

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



# Solano County

675 Texas Street  
Fairfield, California 94533  
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## Agenda Submittal

<b>Agenda #:</b>	11	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Policy	<b>Department:</b>	Human Resources
<b>File #:</b>	18-761	<b>Contact:</b>	Marc Fox, 784-2552
<b>Agenda date:</b>	11/13/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt a new County administrative policy to implement the Solano County Hearing Conservation Program in accordance with California's Division of Occupational Safety and Health regulations		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Draft Policy, B - Draft Policy Attachment A, C - Draft Policy Attachment B		

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

### **DEPARTMENTAL RECOMMENDATION:**

The Director of Human Resources recommends that the Board of Supervisors adopt an administrative policy to implement a new Solano County Hearing Conservation Program in accordance with California's Division of Occupational Safety and Health (Cal OSHA) regulations.

### **SUMMARY:**

The Department of Human Resources, Risk Management Division, has developed the Solano County Hearing Conservation Program that fulfills the requirements that must be followed to protect employees from noise-induced hearing loss in accordance with Title 8 of the California Code of Regulations (CCR), Section 5097, Hearing Conservation Program.

This program incorporates all the provisions referred to in Title 8, Section 5097, Hearing Conservation Program, including the use of noise area monitoring, audiometric testing, and the appropriate use of hearing protection devices by employees affected by the program.

The adoption of the proposed program is part of the County's commitment to provide a healthy and safe work place for County employees.

### **FINANCIAL IMPACT:**

The proposed amendment includes annual hearing testing, which is estimated to cost of \$5,000 to \$7,000 a year, and area noise monitoring, which is estimated to result in a one-time cost of \$3,500. All costs are included in the Risk Management budget. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

**DISCUSSION:**

The California Occupational Safety and Health Act of 1973 established the Division of Occupational Safety and Health of California (Cal OSHA) to protect public health and safety through research and regulation related to workplace hazards. In accordance with Title 8 of the California Code of Regulations, Section 303 of the General Industry Safety Orders, every employer has a legal obligation to provide and maintain a safe and healthful workplace for employees.

On October 3, 1983, Cal OSHA filed the amendment to establish Title 8 (T8) of the California Code of Regulations (CCR), Section 5097, Hearing Conservation Program, which requires participation in an effective hearing conservation program that includes the following requirements:

- Annual hearing testing for all employees at risk of noise-induced hearing loss due to exposure to high noise levels, which are defined as an action level of 85 decibels (dBA) over an 8-hour time period;
- Noise monitoring to be conducted by the employer when necessary to determine if the action level has been met and to enable the proper selection of hearing protectors; and
- Proper selection, maintenance, and use of hearing protectors.

Highlights of the proposed program Solano County Hearing Conservation Program are as follows:

- Risk Management will contract with Examinetics to provide 3 to 4 full days of hearing testing annually for personnel enrolled in the County's hearing conservation program. Departments that make their employees available for the hearing testing dates will incur no direct costs.
- Noise monitoring of select job classifications in the Animal Control division of the Sheriff's Office to determine inclusion in the program and the Cogen division in General Services to determine effectiveness of hearing protection.
- Adequate hearing protection is expected to assist employees at risk of noise induced hearing loss. The County, through noise monitoring and audiometric testing, can make adjustments to work practices, engineering controls, and/or hearing protection before significant injury occurs.
- Responsibilities for employees, supervisors, departments, and Risk Management are defined.
- A template is provided to facilitate the creation of the required departmental hearing conservation plan.
- Departments and classifications enrolled are:
  - **DISTRICT ATTORNEY**  
Chief DA Investigator  
Criminalist  
DA Investigator  
DA Investigator, Supervisor
  - **GENERAL SERVICES**  
Building Maintenance Assistant  
Building Trades Mechanic  
Cogen Industrial Engineer, Mechanic  
Equipment Mechanic  
Equipment Services Worker  
Facilities Operations Supervisor  
Fleet Services Supervisor  
Groundskeeper  
Groundskeeper (Supervisor)  
Senior Stationary Engineer  
Stationary Engineer

- Stationary Engineer (Supervisor)
- **HEALTH AND SOCIAL SERVICES**
  - Welfare Fraud Investigator
  - Welfare Fraud Investigator, Supervisor
  - Welfare Fraud Investigator, Manager
- **PROBATION**
  - Deputy Director, Probation
  - Deputy Probation Officer, Entry (PRCS or PEST unit)
  - Deputy Probation Officer, Journey (PRCS or PEST unit)
  - Deputy Probation Officer, Senior (PRCS or PEST unit)
  - Deputy Probation Officer, Supervisor (PRCS or PEST unit)
  - Director of Probation
  - Probation Services Manager
- **RESOURCE MANAGEMENT**
  - Park Ranger
  - Park Ranger Assistant
  - Park Ranger Supervisor
  - Public Works Maintenance Supervisor
  - Public Works Maintenance Worker
  - Public Works Maintenance Worker (Senior)
  - Public Works Operations Manager
  - Public Works Trainee
- **SHERIFF'S OFFICE**
  - Animal Control Officer
  - Animal Control Officer (Senior)
  - Captain
  - Deputy Sheriff
  - Lieutenant Sheriff
  - Sergeant Sheriff
  - Sheriff Security Officer

#### **ALTERNATIVES:**

The Board of Supervisors may choose not to adopt the policy; however, staff does not recommend this alternative, as the proposed Hearing Conservation Program provides for compliance with related State and Federal laws.

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

Notification of, and an opportunity, to meet on the proposed changes was provided to all bargaining unit representatives. Human Resources met with representatives from SEIU and Unit 13.

The County Counsel's Office and the Department of Human Resources have reviewed the proposed Solano County Hearing Conservation Program and concur on the provisions of the program.

#### **CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**

## **C-23 HEARING CONSERVATION PROGRAM**



Inception Date: 11/13/2018  
Last Revision Date: NEW  
By: Human Resources  
Page: 1 of 7

### **23.1.0 PURPOSE**

23.1.1 The County is committed to providing a safe and healthy work environment and to fostering the well-being and health of its employees. This commitment extends to the establishment of a continuing, effective Hearing Conservation Program that addresses the minimum requirements that must be followed to protect employees from noise exposure levels that exceed the Cal/OSHA Action Level in compliance with Title 8 (T8) of the California Code of Regulations (CCR), Section 5097, California State (State) Hearing Conservation Program.

### **23.2.0 POLICY**

23.2.1 This program incorporates Cal/OSHA requirements referred to in T8, CCR, Section 5097, State Hearing Conservation Program, including the use of noise area monitoring, audiometric testing, and the appropriate use of hearing protection devices by employees in positions listed in the *Hearing Conservation Employee Exposure Determination*, Attachment A.

23.2.2 Each Department with positions listed in the *Hearing Conservation Employee Exposure Determination*, Attachment A, shall submit a completed *Department Hearing Conservation Plan*, Attachment B, to the Risk Management Division of Human Resources, and ensure compliance with the requirements outlined in this program.

### **23.3.0 DEFINITIONS**

- A. "Action Level" means an 8-hour time-weighted average of 85 decibels measured on the A-scale, slow response, or equivalently, a dose of 50%.
- B. "Area Noise Monitoring" means a noise survey conducted to determine noise exposure in areas likely to be hazardous.
- C. "Audiogram" or "Hearing Test" means a chart, graph, or table resulting from an audiometric test showing an individual's hearing threshold levels as a function of frequency.
- D. "Audiologist" means a professional, specializing in the study and rehabilitation of hearing, who is certified by the American Speech, Hearing and Language Association or licensed by a state board of examiners.
- E. "Baseline audiogram" is a reference audiogram against which future audiograms are compared.
- F. "Decibel (dB)" means a unit of measurement of sound level.

**C-23 HEARING CONSERVATION  
PROGRAM**



Inception Date: 11/13/2018  
Last Revision Date: NEW  
By: Human Resources  
Page: 2 of 7

- G. "dBA" (Decibels-A-Weighted) means a unit of measurement of sound level corrected to the A-weighted scale, as defined in ANSI S1.4-1971 (R1976), using a reference level of 20 micropascals (0.00002 Newton per square meter).
- H. "Department Hearing Conservation Plan Administrator" means the Department representative selected to administer the Department Hearing Conservation Plan.
- I. "Dose" 100% dose indicates the allowable exposure to accumulated noise. Per Cal/OSHA regulations, a dose of 50% or more (when using an 80dB threshold) requires implementation of a County Hearing Conservation Program. A dose of 100% or more (when using a 90dB threshold) requires the use of feasible engineering and administrative controls to reduce the sound levels. If controls do not adequately reduce sound levels, then appropriate hearing protection must be worn.
- J. "Engineering Controls" mean reducing and/or eliminating occupational hazards, or by placing a barrier between the worker and the hazard.
- K. "Evaluation of an audiogram" is an evaluation of an employee's annual audiogram against the employee's baseline audiogram to determine if the audiogram is valid and if a standard threshold shift exists.
- L. "Hearing Conservation Program" is a written program required by Cal/OSHA "whenever employee noise exposures equal or exceed an 8-hour time-weighted average sound level (TWA) of 85 decibels measured on the A scale (slow response) or, equivalently, a dose of 50%."
- M. "Hearing Protection Device" means equipment used to protect the ear, either externally from elements such as cold, intrusion by water and other environmental conditions, or specifically from noise. Hearing amplification devices such as hearing aids are excluded from this definition.
- N. "High Noise Areas" means an identified work area in which average noise levels exceed the action level.
- O. "Impulse Noise" or "Impact Noise" means a noise that is created by the impact of one surface on another and is of a short duration. Impulsive noise is typically a noise that has a short duration, such as the shooting of a firearm or the explosion of a firework.
- P. "Noise Exposure Data" refers to data contained in area noise monitoring records.
- Q. "Sound Level" means ten (10) times the common logarithm of the ratio of the square of the measured A-weighted sound pressure to the square of the standard reference pressure of 20 micropascals. Unit: decibels (dB).



## C-23 HEARING CONSERVATION PROGRAM



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- R. "Standard Threshold Shift" means a change in hearing threshold, relative to the baseline audiogram for that employee, of an average of 10 decibels (dB) or more at 2000, 3000, and 4000 Hertz (Hz) in one or both ears.
- S. "Time Weighted Average" means the average exposure to a hazardous substance over an 8-hour day and 40-hour work week that cannot be exceeded without adverse health effects.

### 23.4.0 GENERAL REQUIREMENTS

- A. A Department must implement a *Department Hearing Conservation Plan*, Attachment B, when employees in their Departments are exposed to the following:
  - 1. High noise areas and workplace tasks identified to exceed an 8-hour time-weighted average (TWA) noise level of 85 dBA or above, or equivalently a dose of 50%.
  - 2. Impulse noise of 140 dBA or greater.
- B. Employees enrolled in the Hearing Conservation Program shall be required to complete initial and annual hearing conservation training and hearing exams.
- C. Employees who do not meet the criteria outlined in Section 1.4.0 (A) shall not be enrolled in the Hearing Conservation Program.
- D. Departments with classifications listed in the *Hearing Conservation Employee Exposure Determination*, Attachment A, are subject to the Hearing Conservation Program.

#### 23.4.1 Noise Abatement

- A. Whenever possible, the County shall help prevent occupational injury related to noise exposure by conducting engineering control technology evaluations and developing practical, solutions-oriented control technology interventions as suggested by the National Institute for Occupational Safety and Health (NIOSH).
- B. Whenever the use of effective engineering controls cannot feasibly reduce noise levels below 85 dBA, or while engineering controls are being instituted, appropriate hearing protection devices shall be used.

#### 23.4.2 Responsibilities

- A. Employees who are deemed to be covered by this program shall:

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PROGRAM**



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1. Properly wear issued hearing protection devices in posted high noise areas and during tasks identified to exceed the action level.
2. Maintain issued hearing protection devices provided to them according to manufacturer's recommendations.
3. Inform his/her supervisor of any changes in workplace conditions that may require a change in the type or use of hearing protection devices.
4. Participate in the County's scheduled annual hearing exams.
5. Complete the County's online or classroom-based hearing conservation training annually, per T8, CCR, Section 5099, State Hearing Conservation Program, Training Program.

**B. Department designee shall:**

1. Act as the Department Hearing Conservation Plan Administrator.
2. Be responsible for scheduling of area noise monitoring as well as annual hearing exams and training.
3. Assist Risk Management in referring employees to a hearing specialist or professional based on hearing exam results, in accordance with T8, CCR, Section 5097, State Hearing Conservation Program.
4. Maintain documentation of area noise monitoring, training, and hearing exam records in a secure area to protect confidentiality.
5. Post signage requiring the use of hearing protection devices in high noise areas.
6. Make copies of Article 105 (<http://www.dir.ca.gov/title8/sb7g15a105.html>) to be available to employees enrolled in the Hearing Conservation Program or their representatives, and post a copy in the workplace per T8, CCR, Section 5099, State Hearing Conservation Program, Training Program.
7. Provide an updated listing of individuals that are enrolled in the Hearing Conservation Program to the Human Resources Risk Management Division by July 1 of each year.

**C. Supervisors of employees in classifications deemed to be covered by this program shall:**

1. Consult with Risk Management for advisory and assistance services whenever new high noise areas and tasks are identified.

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PROGRAM**



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2. Ensure that employees exposed to action levels adhere to the elements of a Hearing Conservation Program, including annual hearing exams and hearing conservation training.
  3. Identify employees who may need hearing protection based on workplace exposure hazards, in accordance with T8, CCR, Section 5097, State Hearing Conservation Program.
  4. Provide hearing protection devices at no cost to employees and ensure that employees wear such appropriate hearing protection devices when performing tasks with high noise exposure.
  5. Enforce the requirements of the Hearing Conservation Program within the Department and administer coaching and/or discipline to employees who fail to maintain safe work practices.
- D. Risk Management Division shall:
1. Assist the Department Hearing Conservation Plan Administrator with hearing exam or noise monitoring scheduling upon request.
  2. Provide advice and consultation to Departments upon request.
  3. Assist the Department in the selection of appropriate hearing protection devices.
  4. Provide training pertaining to the County's Hearing Conservation Program to participating Department designees.

**23.5.0 PROCEDURES**

**23.5.1 Noise Monitoring**

- A. Area noise monitoring shall be conducted to identify employees for inclusion in the Hearing Conservation Program and to identify Department locations where average noise levels exceed the action level. Monitoring shall follow methodologies developed by the National Institute for Occupational Safety and Health (NIOSH) and Cal/OSHA.
- B. Area noise monitoring will be repeated whenever there is a change in equipment or processes that may reasonably be expected to increase noise exposure to levels near or beyond the action level.
- C. The Department, in conjunction with Risk Management, shall identify potential high noise areas.

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### **23.5.2 Hearing Testing**

- A. Employees enrolled in the Hearing Conservation Program shall undergo initial and annual hearing exams. Initial baseline hearing testing may be conducted during the pre-appointment medical evaluation or within 6 months of an employee's first exposure at or above the action level.
- B. Follow-up hearing exams shall be conducted within 30 days of an audiogram that shows a standard threshold shift relative to the original baseline audiogram.
- C. Further evaluation by an audiologist or otolaryngologist, an occupational health physician, or a technician accredited by the Council of Accreditation in Occupational Hearing Conservation (CAOHC) may be required before a standard threshold shift is confirmed.
- D. Employees shall be notified within 21 days of a determination of a standard threshold shift in accordance with T8, CCR, Section 5097, State Hearing Conservation Program.
- E. Unless a physician determines that a standard threshold shift is not work related or aggravated by noise exposure, the employee shall be refitted and retrained in the use of an appropriate hearing protection device.

### **23.5.3 Safety Signs and Labels**

- A. High noise areas where average noise levels exceed the action level shall be clearly identified by signs located at their entrances or boundaries.
- B. Equipment producing average noise levels that exceed 85 dBA shall be clearly marked to alert personnel, unless the equipment is stationary and within an identified high noise area.

### **23.5.4 Personal Protective Equipment (PPE)**

- A. Hearing protection devices shall be provided free of cost to employees who are enrolled in the Hearing Conservation Program. Employees must wear appropriate hearing protection devices while exposed to noise at or above the action level. Employees who fail to wear appropriate hearing protection devices when required to do so may be subject to coaching and/or discipline.
- B. Each Department with classifications subject to this program is responsible to identify activities that require the use of hearing protection devices.

## **C-23 HEARING CONSERVATION PROGRAM**



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### 23.5.5 Training

- A. Employees enrolled in the Hearing Conservation Program must complete annual training per T8, CCR, Section 5099, State Hearing Conservation Program, that includes the following:
  - 1. Effects of Noise on Hearing
  - 2. Purpose of hearing protection devices
  - 3. Advantages and disadvantages of hearing protection devices
  - 4. Attenuation of various hearing protection devices
  - 5. Purpose of Audiometric testing
  - 6. Explanation of test procedures

### 23.5.6 Recordkeeping

- A. Departments shall make the Hearing Conservation Program and the Department *Hearing Conservation Plan*, Attachment B, available to employees upon request.
- B. Audiometric data shall be retained by each Department for the duration of the affected employee's employment, per T8, CCR, Section 5100, State Hearing Conservation Program, Recordkeeping.
- C. Noise exposure data shall be retained for a minimum of two (2) years per T8, CCR, Section 5100, State Hearing Conservation Program, Recordkeeping.

### 23.6.0 AMENDMENTS

- 23.6.1 The Director of Human Resources, with concurrence of the County Administrator and County Counsel, is authorized to make periodic administrative amendments to this program as deemed appropriate.

**HEARING CONSERVATION  
EMPLOYEE EXPOSURE  
DETERMINATION**



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Attachment A  
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**Hearing Conservation Program – Employee Exposure Determination**

It has been determined that the employees in the following job classifications may reasonably be expected to incur an occupational exposure to noise levels above the Cal/OSHA 85 dBA action level. Employees in these job classifications are required to use hearing protective devices and must comply with all the programmatic requirements of their Department's Hearing Conservation Plan.

**DISTRICT ATTORNEY**

Chief DA Investigator  
Criminalist  
DA Investigator  
DA Investigator, Supervisor

**GENERAL SERVICES**

Building Maintenance Assistant  
Building Trades Mechanic  
Cogen Industrial Engineer, Mechanic  
Equipment Mechanic  
Equipment Services Worker  
Facilities Operations Supervisor  
Fleet Services Supervisor  
Groundskeeper  
Groundskeeper (Supervisor)  
Senior Stationary Engineer  
Stationary Engineer  
Stationary Engineer (Supervisor)

**HEALTH AND SOCIAL SERVICE**

Welfare Fraud Investigator  
Welfare Fraud Investigator, Supervisor  
Welfare Fraud Investigator, Manager

**PROBATION**

Deputy Director, Probation  
Deputy Probation Officer, Entry (PRCS or PEST unit)  
Deputy Probation Officer, Journey (PRCS or PEST unit)  
Deputy Probation Officer, Senior (PRCS or PEST unit)  
Deputy Probation Officer, Supervisor (PRCS or PEST unit)  
Director of Probation  
Probation Services Manager

**RESOURCE MANAGEMENT**

Park Ranger  
Park Ranger Assistant  
Park Ranger Supervisor  
Public Works Maintenance Supervisor  
Public Works Maintenance Worker  
Public Works Maintenance Worker (Senior)  
Public Works Operations Manager  
Public Works Trainee

**SHERIFF'S OFFICE**

Animal Control Officer  
Animal Control Officer (Senior)  
Captain  
Deputy Sheriff  
Lieutenant Sheriff  
Sergeant Sheriff  
Sheriff Security Officer

## DEPARTMENT HEARING CONSERVATION PLAN



C-23 Hearing Conservation Program  
Attachment B  
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### 1.1.0 POLICY

1.1.1 The [Insert Department Name Here] Department has established department specific procedures that adhere to the requirements set forth by the Hearing Conservation Program and comply with Title 8 (T8) of the California Code of Regulations (CCR), Section 5097, California State (State) Hearing Conservation Program.

#### 1.1.2 Noise Abatement

A. Whenever possible, the [Insert Department Name Here] shall help prevent occupational disease and injury by conducting engineering control technology evaluations and developing practical, solutions-oriented control technology interventions as suggested by the National Institute for Occupational Safety and Health (NIOSH).

1. [If the Department has implemented engineering control measures to address excessive noise exposure, [List Department Locations and Control Measures Here]. If the Department has not implemented engineering controls, omit this line.]

B. Whenever the use of effective engineering controls cannot feasibly reduce noise levels below 85 dBA, or while engineering controls are being instituted, appropriate hearing protection devices shall be used.

### 1.3.0 PROCESS/PROCEDURES

#### 1.3.1 Noise Monitoring

A. [Insert Department Name Here] shall conduct area or personal noise monitoring to identify employees for inclusion in the hearing conservation program and to identify Department locations where average noise levels exceed Cal/OSHA's Action Level.

1. [If the Department has conducted area noise monitoring, [List Department Locations Here]. If the Department has not conducted area noise monitoring, omit this line.]

2. [If the Department has conducted personal noise monitoring, [List Job Classifications that Have Been Monitored Here]. If the Department has not conducted personal noise monitoring, omit this line.]

B. Employees covered by this program shall inform their supervisor of any changes in workplace conditions that may require a change in the use of hearing protection. In addition, employees may submit a request for area or personal noise monitoring to their supervisor.



**DEPARTMENT HEARING  
CONSERVATION PLAN**



C-23 Hearing Conservation Program  
Attachment B  
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- C. Area or personal noise monitoring shall be repeated whenever there is a change in equipment or processes that may reasonably be expected to increase noise exposure to levels near or beyond the Cal/OSHA action level of 85 dBA.
- D. The [Insert Department Name Here] Department has determined that employees in the following job classifications may be reasonably expected to be exposed to noise levels exceeding the Cal/OSHA action level of 85 dBA.
  - 1. [List Department Job Classifications Here]
- E. The [Insert Department Name Here] Department has identified the following high noise locations:
  - 1. [If the Department has identified high noise locations, [List Department Locations Here]. If the Department has no high noise locations, omit this line and Section 1.3.1.D.]

**1.3.2 Department Hearing Conservation Administrator**

- A. The Department Hearing Conservation Administrator shall be responsible for scheduling the following:
  - 1. Area or personal noise monitoring
  - 2. Initial and annual hearing exams
  - 3. Annual hearing conservation training
- B. The [Insert Department Name Here] has designated the following individual as the Department Hearing Conservation Administrator:
  - 1. [List the Department Hearing Conservation Administrator here]

**1.3.3 Safety Signs and Labels**

- A. High noise areas where average noise levels exceed the Cal/OSHA 85 dBA action level shall be clearly identified by signs located at their entrances or boundaries.
  - 1. [List Department Name Here] has installed signage indicating high noise levels at the following locations:
    - a. [If the Department has installed signage indicating high noise levels, [List the Locations Here]. If no signage has been installed, omit this line and Section 1.3.3.A.1.]



**DEPARTMENT HEARING  
CONSERVATION PLAN**



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B. Equipment producing high hazard noise levels shall be clearly marked to alert personnel, unless the equipment is stationary and within an identified high noise area.

1. [If the Department has identified equipment producing high hazard noise levels, [List the Locations Here]. If no signage has been installed, omit Section 1.3.3.A.1.]

**1.3.4 Personal Protective Equipment (PPE)**

A. Hearing protection devices shall be provided, free of cost, to employees enrolled in the Hearing Conservation Program. Employees must wear appropriate hearing protection devices while exposed to noise at or above the Cal/OSHA 85 dBA action level.

B. In the [Insert Department Name Here] Department, the following types of hearing protection devices are available:

1. [List Department Hearing Protection Devices Here]

C. The use of hearing protection devices is required when:

1. [List Activities that Require the Use of Hearing Protection Devices]

D. The use of hearing protection devices is required when entering:

1. [List Areas in which Hearing Protection Devices are Required]

**1.3.5 Training**

A. Employees enrolled in the Hearing Conservation Program must complete annual training that includes the following:

1. Effects of noise on hearing
2. Purpose of hearing protection devices
3. Advantages and disadvantages of hearing protection devices
4. Attenuation of various hearing protection devices
5. Purpose of Audiometric testing
6. Explanation of test procedures

**DEPARTMENT HEARING  
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- B. [List type of hearing conservation training offered by the Department. Ex: Target Solutions Online Hearing Conservation Training]

1.3.6 Recordkeeping

- A. The Department's written Hearing Conservation Program shall be made available to employees upon request.
- B. Audiometric data shall be retained for the duration of the employee's employment.
- C. Noise exposure data shall be retained for a minimum of two (2) years.
- D. The [Insert Name of Department Here] shall retain hearing conservation records at the following locations:
1. [List where the Department maintains departmental hearing conservation records]



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	12	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	Auditor-Controller
<b>File #:</b>	18-798	<b>Contact:</b>	Simona Padilla-Scholtens, 784-6287
<b>Agenda date:</b>	11/13/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution approving the operation of Revenue and Taxation Code section 5105 in Solano County		
<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 Auditor-Controller's Office recommends the Board of Supervisors adopt a resolution approving the operation of Revenue and Taxation Code section 5105 in Solano County which would permit that an order for refund of taxes or assessments authorized pursuant to Chapter 1, Article 1, Chapter 2, Article 2 and Chapter 5 of the Revenue and Taxation Code be paid to the assessee of the property, or to the latest recorded owner of the property as shown on the tax roll without filing a claim for refund if (1) there has been no transfer of the property during or since the fiscal year for which the taxes subject to refund were levied and (2) the amount of the refund is less than five thousand dollars (\$5,000).

### **SUMMARY:**

Senate Bill 1246 which was signed into law and enrolled on September 11, 2018, amends Chapter 5 of the Revenue and Taxation Code to add Section 5105, effective January 1, 2019. Section 5105(a) allows counties to change the current claim for refund process for property taxes and assessments to permit the payment of an order for a refund without the taxpayer or assessee filing a claim provided (1) there has been no transfer of the property during or since the fiscal year for which the taxes subject to refund were levied and (2) the amount of the refund is less than five thousand dollars (\$5,000). However, for Section 5105 to apply in a county, the Board of Supervisors must adopt a resolution or ordinance approving the operation of Section 5105 in the county (Section 5105(b)).

### **FINANCIAL IMPACT:**

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

### **DISCUSSION:**

Solano County Ordinance 11-72 provides that: "Claims for refunds of taxes imposed pursuant to this article shall be governed by the provisions of Chapter 5 (commencing with Section 5096) of part 9 of division 1 of the Revenue and Taxation Code." SB 1246 amends Chapter 5 of Revenue and Taxation Code to add Section 5105 effective January 1, 2019.

Section 5105 alters the current claim for refund process for property taxes and assessments to allow counties to permit the payment of an order for a refund without the taxpayer or assessee filing a claim provided (1) there has been no transfer of the property during or since the fiscal year for which the taxes subject to refund were levied, (2) the amount of the refund is less than five thousand dollars (\$5,000) and (3) the Board of Supervisors passes a resolution or ordinance approving the operation of Section 5105 in the county.

This new section is operational primarily for refunds ordered by the State Board of Equalization (BOE) for BOE-assessed properties (the Unitary roll) and local Assessment Appeals Board refunds for which the taxpayer failed to mark the "claim for refund" box on the appeal form. The majority of County-issued refunds are covered under Revenue & Taxation Code section 4836 (county assessor corrections to a roll).

The Solano County Auditor-Controller supports the Board's adoption of the resolution approving the operation of Revenue and Taxation Code section 5105 in Solano County as this resolution provides an opportunity to streamline the refund process.

**ALTERNATIVES:**

The Board of Supervisors could request further information on this matter or not approve the operation of Revenue and Taxation Code section 5105.

**OTHER AGENCY INVOLVEMENT:**

County Counsel was consulted regarding the legal aspects of the agenda item and the resolution and is in agreement.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**

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

**RESOLUTION OF THE SOLANO COUNTY BOARD OF APPROVING THE OPERATION OF  
REVENUE AND TAXATION SECTION 5105 IN SOLANO COUNTY**

**Whereas**, Solano County Code section 11-72 provides that: "Claims for refunds of taxes imposed pursuant to this article shall be governed by the provisions of Chapter 5 (commencing with Section 5096) of Part 9 of Division 1 of the Revenue and Taxation Code;" and

**Whereas**, the California State Legislators enacted Senate Bill 1246 amending Chapter 5 of the Revenue and Taxation Code, to add Section 5105 effective January 1, 2019; and

**Whereas**, Revenue and Taxation Code section 5105 provides that upon adoption of a resolution or ordinance by the Board of Supervisors approving the operation of Section 5105 in the county, the county may change the existing claim for refund process for property taxes and assessments to permit the payment of an order for refund of taxes or assessments authorized pursuant to Chapter 1, Article 1, Chapter 2, Article 2 and Chapter 5 of the Revenue and Taxation Code to be paid to the assessee of the property or to the latest recorded owner of the property as shown on the tax roll without a claim for refund filed provided: (1) there has been no transfer of the property during or since the fiscal year for which the taxes subject to refund were levied, and (2) the amount of the refund is less than five thousand dollars (\$5,000); and

**Whereas**, a stream-lined faster processing of refunds of taxes and assessments ordered would be in the best interests of the residents of Solano County; and

**Whereas**, the proposed change in processing is supported by the State Association of County Auditors and the Auditor-Controller of Solano County;

**Resolved**, the Solano County Board of Supervisors approves the operation of Revenue and Taxation Code section 5105 in Solano County which would permit that an order for refund of taxes or assessments authorized pursuant to Chapter 1, Article 1, Chapter 2, Article 2 and Chapter 5 of the Revenue and Taxation Code to be paid to the assessee of the property, or to the latest recorded owner of the property as shown on the tax roll without a claim for refund filed if (1) there has been no transfer of the property during or since the fiscal year for which the taxes subject to refund were levied and (2) the amount of the refund is less than five thousand dollars (\$5,000).

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on November 13, 2018 by the following vote:

AYES:	SUPERVISORS	_____
		_____
NOES:	SUPERVISORS	_____
EXCUSED:	SUPERVISORS	_____

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

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

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



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	13	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Contract	<b>Department:</b>	Treasurer-Tax Collector-County Clerk
<b>File #:</b>	18-789	<b>Contact:</b>	Charles Lomeli, 784-3419
<b>Agenda date:</b>	11/13/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve a fourth contract amendment with Metavante Corporation for electronic payment processing services for an additional 3 year term of November 1, 2018 to October 31, 2021 and increasing the expenditure authorized under the agreement by \$588,894 from \$411,106 to \$1,000,000; and Authorize the County Administrator to sign any amendments to extend the term as outlined in the agreement		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Fourth Contract Amendment, B - Links to Original Contract and Amendments		

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

### DEPARTMENTAL RECOMMENDATION:

The County Treasurer-Tax Collector-County Clerk recommends that the Board approve a fourth amendment to a contract between the County of Solano and Metavante Corporation for the provision of electronic payment processing services, including credit card, debit card, & electronic checks, for an additional 3 year term of November 1, 2018 to October 31, 2021 and increasing the expenditure authorized under the agreement by \$588,894 from \$411,106 to \$1,000,000; and authorize the County Administrator to execute the contract document and any subsequent amendments to extend the term as outlined in the agreement.

The increase in total authorized expenditures includes the amount already expended under the original contract and all subsequent amendments to it.

### SUMMARY

To provide optimal public service in the processing of payments, the County entered into a contract on November 1, 2010 with Metavante Corporation for the countywide processing of credit cards, debit cards, and electronic checks, after their selection as the result of a Request for Proposal (RFP). In accordance with purchasing policy, a second RFP process was conducted in 2015, and Metavante Corporation was again selected for the provision of payment services. To streamline the contracting process, the County elected at that time to extend the existing contract, which had already been extended twice to extend the term of the original contract to its then authorized limit.

The fourth amendment of the contract will extend the term of the contract for an additional three years, while increasing the total authorized under the contract by \$588,894 from \$411,106 to \$1,000,000 to allow for the uninterrupted continuation of payment processing services countywide. (Attachment B) The term of the

extension has been extended to three years in anticipation of the impending migration of the property tax administration system. Electronic payment processing is closely integrated into the property tax administration system and flexibility to change processors during the migration period are expected to be extremely limited without causing substantial disruptions to the migration.

In recognition of the material investment in infrastructure and staff training made by the vendor and county, the Purchasing Department has determined this to be a sole source contract. This investment includes the development and use of customized web payment pages, the development and maintenance of secure linkages between various county systems and the vendor, staff training, and specialized equipment located at many County facilities. A significant percentage of the secured linkages are between the vendor and the Property Tax Administration System that is currently in the process of migration to a new system.

#### **FINANCIAL IMPACT:**

To accommodate the needs of various departments, the original contract was designed with pricing flexibility that allows departments to structure cost recovery based on the specific type of product or service being provided. This includes the inclusion of processing costs in fee cost recovery and the use of convenience fees where allowable. All costs are incurred on an as utilized basis.

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

#### **DISCUSSION:**

To provide enhanced service options to the public, the Treasurer, working with County departments, implemented standardized tools and procedures for the acceptance of electronic payments.

Rather than trying to impose a "one size fits all" solution, the Treasurer took a lead role in soliciting design criteria for payment processing that will allow departments flexibility in accepting electronic payments. The flexibility is designed to address a number of issues including; cost recovery circumstances unique to each individual department and service depending on applicable statutes, the required submission of supporting documentation, and other factors unique to each service provided.

In developing the ideal solution, it was determined that for security and flexibility reasons, the County would be best served by partnering with a third party provider of online electronic payments. As a result, the County issued RFP R-703-507-10 in 2010. Seventeen firms responded to the RFP with either formal or informal indications of intent to bid, with nine firms completing the process and formally submitting a response. Following a short listing process, the final four firms of Hewlett Packard, JP Morgan Chase, Official Payments, and Metavante were invited to present their proposed solutions with in person demonstrations. The four firms short listed were selected for their expertise, their pricing structure and as a cross section of the different types of firms participating. The objective was to both find the best firm, but to see as wide a spectrum of solutions as possible based on the divergent types of firms responding.

As a result of the interview process and after careful review, Metavante was selected as the optimal partner based on a combination of expertise, flexibility, and cost to both the County and the public.

In accordance with county purchasing policies, the services being provided were placed out to bid utilizing a second RFP in 2015, at which time eight firms responded and were considered. It was determined at that time that there were no cost savings or improvements to service to be realized in changing vendors, and doing so would prove costly in both monetary terms and in anticipated disruptions to county services. To streamline the contracting process at that time, the County elected to amend the terms of the original contract to allow for an additional three years of service provision.

The fourth amendment under consideration will increase the term by an additional three years and increase the total amount authorized under the original contract to \$1,000,000 to cover the anticipated costs for the extended term of service.

There are no material anticipated upfront costs for the implementation of online electronic payments. In accordance with this Board's direction, departments absorb the transaction costs of accepting electronic payments, where said costs are recoverable by law. Where not recoverable, the Board grants the CAO and Department Head discretion in determining if other factors warrant the absorption of the transactional costs.

**ALTERNATIVES:**

The Board could choose not to approve the contract. This is not recommended as it could disrupt the processing of electronic payments countywide until a new vendor can be selected and implemented. Transitioning vendors would likely incur substantial costs while providing no discernable benefit to the county.

**OTHER AGENCY INVOLVEMENT:**

County Counsel reviewed and approved the contracts and all amendments as to form. The Department of General Services Central Services Division was consulted to ensure conformity with the County Purchasing Policy.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



**FOURTH AMENDMENT TO STANDARD CONTRACT  
BETWEEN COUNTY OF SOLANO and Metavante Corporation**

This Fourth Amendment ("Third Amendment") is entered into as of the 1st day of November, 2018, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Metavante Corporation, ("Contractor").

1. Recitals

A. The parties entered into a contract dated November 1, 2010 (the "Contract"), in which Contractor agreed to provide electronic payment processing to facilitate the County's acceptance of debit cards, credit cards, electronic checks, and other forms of electronic payments as described in Exhibit A.

B. The County now needs a continuation of services for three additional years.

C. This Fourth Amendment represents a 3 year extension of the Contract.

D. The parties agree to amend the Contract as set forth below.

2. Agreement.

A. Term of Contract.

Section 2 is deleted in its entirety and replaced with: November 1, 2010 – October 31, 2021.

B. Maximum Amount of Contract

Section 3 is deleted in its entirety and replaced with: \$ 1,000,000

3. Effectiveness of Contract.

Except as set forth in this Fourth Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO, a Political  
Subdivision of the State of California

Metavante Corporation.


By \_\_\_\_\_  
Birgitta Corsello  
County Administrator

By   
Keith Shaffer  
Group Executive

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

10/23/2018  
Date: \_\_\_\_\_

APPROVED AS TO FORM

By   
James Laughlin  
County Counsel

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

Original contract and amendments:

[A - Metavante Original Contract](#)

[B - First Amendment](#)

[C - Second Amendment](#)

[D - Third Amendment](#)



# 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>	Miscellaneous	<b>Department:</b>	Assessor/Recorder
<b>File #:</b>	18-801	<b>Contact:</b>	Marc Tonnesen, 784-6200
<b>Agenda date:</b>	11/13/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve a plaque of appreciation honoring Avis Gildon, Clerical Operations Supervisor, upon her retirement from the Solano County Department of the Assessor/Recorder with over 15 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 Department of the Assessor/Recorder recommends that the Board of Supervisors approve a plaque of appreciation honoring Avis Gildon, Clerical Operations Supervisor, upon her retirement with over 15 years of dedicated public service to Solano County.

### **SUMMARY:**

Avis Gildon began her career with the Solano County Department of the Assessor/Recorder in March 2003 working as an Office Assistant I in our Vital Record Unit issuing birth, death and marriage certificates. In short order, she was soon promoted to Office Assistant III in the Examining Unit, where she learned the skill of examining and recording documents, interpreting and explaining government codes, regulations and policies, which proved incredibly valuable to the department in the upcoming years. She was later certified by the California Recorder's Association.

Avis Gildon was promoted to Clerical Operations Supervisor in March of 2011 supervising the Examining, Indexing and Customer Service Units. She provided training and support to staff, implemented work procedures and evaluated the work of those units. Her leadership skills were obvious, especially during the implementation of electronic recording and her integrity throughout her career earned great respect from staff on all levels.

Avis Gildon has always been committed to providing the best customer service to Solano County residents and was often complimented for her compassion and professionalism from customers as well as employees. Her motto, "treat people how you want to be treated," set an example for her coworkers, and she frequently went above and beyond what was required. Avis had an excellent rapport with the business community and her calm demeanor was always appreciated by her coworkers and those she helped daily. Avis Gildon has always been a guiding light for the department and her laughter and wisdom will be missed. We wish her luck

and success in her retirement and hope her many grandchildren bring her joy for years to come.

**FINANCIAL IMPACT:**

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

**ALTERNATIVES:**

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

**OTHER AGENCY INVOLVEMENT:**

There is no other agency involvement.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	15	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Contract	<b>Department:</b>	General Services
<b>File #:</b>	18-796	<b>Contact:</b>	Mark Hummel, 784-3195
<b>Agenda date:</b>	11/13/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve an agreement for \$489,515 with Division 515, Inc. of Gold River, CA for the Law & Justice Center Hot Water Pipe Replacement Project (Phase 1) at 500 Union Avenue, in 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 - Agreement, B - Project Costs 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 for \$489,515 with Division 515, Inc. of Gold River, CA for the Law & Justice Hot Water Pipe Replacement Project (Phase 1) at 500 Union Avenue. in Fairfield; and
2. Authorize the County Administrator or designee to execute the agreement and any amendments within the approved budget.

### **SUMMARY:**

The Department of General Services recommends the Board approve an agreement (Attachment A) for \$489,515 with Division 515, Inc. as the lowest responsible bidder for Phase 1 of the Law & Justice Center Hot Water Pipe Replacement Project - Main Jail Facility Mechanical Room Improvements (Project) located at 500 Union Avenue in Fairfield.

### **FINANCIAL IMPACT:**

The total approved project budget in Budget Unit 1799 is \$2,423,006 including funding approved in Fiscal Year 2014/15 of \$973,006 which is comprised of \$486,503 from Capital Renewal Reserve Fund and \$486,503 from the Accumulated Capital Outlay Fund, and additional funding in Fiscal Year 2018/19 of \$900,000 from the Capital Renewal Reserve Fund and \$550,000 from the Accumulated Capital Outlay Fund. Funding is for both Phase 1 and subsequent phases of the overall hot water plumbing improvement project within the Main Jail located at 500 Union Avenue.

The Phase 1 mechanical room improvement construction cost is estimated to be \$673,042, which includes

the recommended construction contract for \$489,515; project management costs for \$60,000; engineering and design fees for \$45,100; permits and inspections for \$5,000, and \$73,427 in contingencies. Attachment B provides a breakdown of the estimated project cost and funding sources.

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

**DISCUSSION:**

This Project consists of replacement and modernization of domestic water mechanical room equipment. In addition, the contractor will be required to provide staging necessary to maintain continuous facility operation.

Initial assessments by operations & maintenance staff identified multiple deficiencies with the domestic hot water delivery equipment at the Main Jail. A more detailed plumbing assessment conducted by Cannon Design in 2018 outlined the need to prioritize complete replacement of the domestic hot water equipment in the mechanical room. This equipment, which consists of storage tanks, heat exchangers, recirculating tanks and mixing valves dates to the original construction of the facility in 1988 and has reached the end of its useful life. Replacement and modernization of the equipment will result in improved dependability, increased efficiency and reduced operational costs.

Subsequent phases of work will address the repair and selective replacement of failing hot water distribution lines throughout the facility.

The Project was advertised as required by Public Contract Code. A total of two bids were received (Attachment C) with Division 515, Inc. as the lowest responsible bidder. The Department of General Services recommends the Board approve a contract for \$489,515 with Division 515, 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 replacement of the mechanical room equipment has been identified as a priority for continued facility operational efficiency and the bid process was conducted in conformance with the Public Contract Code.

**OTHER AGENCY INVOLVEMENT:**

The Department of Resource Management Building 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 November 13, 2018 between the COUNTY OF SOLANO, a political subdivision of the State of California, (referred to as 'Owner') and the Contractor: **Division 515, Inc**

the Project: **Main Jail Mechanical Room Improvements**  
500 Union Ave, Fairfield CA  
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 **Main Jail Mechanical Room Improvements**, 500 Union Ave. Fairfield, CA

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

The Work to be performed under this Contract shall commence no later than five (5) calendar days after the Notice to Proceed is issued to the Contractor, and shall be carried out and completed according to the schedule set forth in Document 00 73 00/ Supplementary Conditions, and Section 00 11 00/ Notice To Bidders.

The Contractor agrees that the Work will be 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, the Sum of the Base Bid of **\$489,515.00**.

### **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, 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 if the following requirements have been met:

1. The Contractor shall be seventy-five (75%) percent complete with the Work, not including stored materials.
2. The Work shall be on schedule.
3. The Contractor shall be maintaining a good practice of schedule and quality control as determined by the Project Manager.
4. Proof of payment to all sub-contractors shall be provided to the County in the form of unconditional lien release upon progress payment prior to the following application.
5. There are no claims, pending or anticipated.
6. County is satisfied with Contractor's performance and with the Work completed up to, and including, the time of request for reduction in retention.

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

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

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

- 7.1 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 shall be addressed as follow:

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

CONTRACTOR:  
**Sandra L. Osborn**  
**Division 515, Inc.**  
2381 Gold River Rd #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:

By:

Birgitta E. Corsello, County Administrator  
Solano County

Date:

CONTRACTOR:

By:

  
Sandra L. Osborn

Date:

10-24-18

APPROVED AS TO FORM:

County Counsel of Solano County, California

By:



**Law & Justice Center Hot Water Pipe Replacement Project  
500 Union Avenue, Fairfield**

**Project Cost Summary**

**Project Funding Source(s) - Budget Unit 1799**

FY 2014-15, Capital Renewal Reserve Fund	\$ 486,503
FY 2014-15, Accumulated Capital Outlay Fund	\$ 486,503
FY 2018-19, Capital Renewal Reserve Fund	\$ 900,000
FY 2018-19, Accumulated Capital Outlay Fund	\$ 550,000
<b>Total Project Funding</b>	<b>\$ 2,423,006</b>

**Project Budget (Phase 1)**

Construction Cost	\$ 489,515
Project Management	\$ 60,000
Engineering and Design Fees	\$ 45,100
Permits / Inspections	\$ 5,000
Contingencies	\$ 73,427
<b>Total Project Budget (Phase 1)</b>	<b>\$ 673,042</b>

***Remaining Funds Available* \$ 1,749,964**

*(Remaining funds will be used for subsequent phases of project)*

Law Justice Center  
Hot Water Pipe Replacement Project (Phase 1)

Name of Firm		Location		Bid	
Dowdle & Sons Mechanical Inc.		American Canyon, CA		\$	577,000
Division 515		Gold River, CA		\$	489,515



# 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>	Contract plus Resolution	<b>Department:</b>	Sheriff's Office
<b>File #:</b>	18-682	<b>Contact:</b>	Angelica Russell, 784-7064
<b>Agenda date:</b>	11/13/2018	<b>Final Action:</b>	

**Title:** Approve a \$7,238,669 revenue agreement between the County of Solano and the California Department of State Hospitals for the period of October 15, 2018 through October 14, 2023, to implement a Jail-Based Competency Treatment program; Approve a \$24,612,668 amendment to the Contract between the County of Solano and California Forensic Medical Group, Inc. to extend the Contract through June 30, 2021 and to include a Jail-Based Competency Treatment program; Delegate authority to the County Administrator, pending County Counsel concurrence, to execute (1) the approved agreement with the State, and (2) the approved fourth amendment with California Forensic Medical Group, Inc.; Adopt a resolution amending the position allocation list to add 3.0 FTE Correctional Officers to support the Jail-Based Competency Treatment program; and Approve an Appropriations Transfer Request of \$477,289 to appropriate funds from the Department of State Hospitals necessary to implement the Jail-Based Competency Treatment program and to recognize unanticipated revenue (4/5 vote required)

**Governing body:** Board of Supervisors

**District:** All

**Attachments:** A - Resolution, B - State Agreement, C - CFMG Fourth Amendment, D - Link to CFMG Original Contract and Amendments

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

### DEPARTMENTAL RECOMMENDATION:

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

1. Approve a \$7,238,669 revenue agreement between the County of Solano and the California Department of State Hospitals for the period of October 15, 2018 through October 14, 2023, to implement a Jail-Based Competency Treatment program;
2. Approve a \$24,612,668 amendment to the Contract between the County of Solano and California Forensic Medical Group, Inc. to extend the Contract through June 30, 2021 and to include a Jail-Based Competency Treatment program;
3. Delegate authority to the County Administrator, pending County Counsel concurrence, to execute (1) the approved agreement with the State, and (2) the approved fourth amendment with California Forensic Medical Group, Inc.;
4. Adopt a resolution amending the position allocation list to add 3.0 FTE Correctional Officers to support

the Jail-Based Competency Treatment program; and

5. Approve an Appropriations Transfer Request of \$477,289 to appropriate funds from the Department of State Hospitals necessary to implement the Jail-Based Competency Treatment program and to recognize unanticipated revenue (4/5 vote required).

**SUMMARY:**

The Solano County jail population includes inmates who have been found Incompetent to Stand Trial (IST) due to their inability to understand or effectively assist in their own defense during a criminal justice proceeding. Pursuant to California Penal Code Section 1370, if a defendant is found mentally incompetent, the trial, the hearing on the alleged violation, or the judgement shall be suspended until the person becomes mentally competent. As of October 31, 2018, Solano County had 13 IST defendants. Over the last several months this number has been as high as 24.

These inmates are referred to the Department of State Hospitals (DSH) to receive treatment to restore competency. However, DSH does not have sufficient capacity to serve all ISTs, resulting in lengthy wait lists, and is not anticipating an increase in capacity at this time. As a result, DSH has the opportunity to contract with counties to provide a Jail-Based Competency Treatment (JBCT) in their respective jails with State funding. The Sheriff's Office recommends pursuing this partnership as it would shorten delays in legal proceedings when a defendant is IST, yet remains housed in a Solano County jail due to lack of space at a State hospital.

Most of the services needed to restore the inmates to competency would be provided by the current provider of inmate medical services in the jails, California Forensic Medical Group (CFMG). The current contract with CFMG provides basic medical, mental health, and dental care services for an average daily population (ADP) of 950, and expires on June 30, 2019. In order to provide time for implementation and evaluation of the JBCT, and after consultation with the County Administrator's Office and Central Services Purchasing, the Sheriff's Office is requesting to amend the Contract with CFMG to extend it by two years, through June 30, 2021, and to include the provision of competency services under the proposed JBCT program. The Amendment would incorporate JBCT services, as well as reflect a price reduction due to a new lower ADP base of 800, which is more aligned with current jail population trends.

The Sheriff's Office is also requesting to add 3.0 FTE Correctional Officers to support the JBCT program.

**FINANCIAL IMPACT:**

The proposed agreement with DSH has a total maximum revenue of \$7,238,669 for the period of October 15, 2018 through October 14, 2023. DSH will guarantee reimbursement to the County of Solano for 10 inmates at a rate of \$388.61 per inmate per day for the duration of the agreement and will provide up to \$142,650 for one-time facility improvement costs and start-up costs.

The daily reimbursement rate was calculated as an average rate over the five-year agreement term and covers all program costs, including: contracted service costs from CFMG for salary and benefits of CFMG program staff, medications, laboratory services, and medical supplies; County costs for 3.0 FTE Correctional Officers to provide program support, security, and custodial care; costs for clothing, bedding, food, personal hygiene; transportation costs to and from medical appointments, and court appearances; program materials and supplies; and costs for basic medical, mental health, and dental services.

The Sheriff's Office expects to receive up to \$846,034 in revenue under JBCT for FY2018/19 with estimated expenditures of \$777,980, including up to \$142,650 for reimbursement of one-time costs to include: staff recruitment; training; policy development; the purchase of desks, tables, chairs, and computers; installation of

data and phone lines; and for minor facility repairs and paint. Projections using the five-year average daily rate of \$388.61 reflect excess revenue over expenditures in Years 1 and 2, with break-even in Year 3, and expenditures in excess of revenue in Years 4 and 5. The Sheriff's Office would work with the Auditor-Controller's Office and County Administrator's Office to retain excess funds collected in Years 1 and 2 as deferred revenue to offset expenditures in Years 4 and 5 when expenditures exceed revenues to ensure there is no impact to the General Fund.

The proposed amendment with CFMG extends the contract by two years through June 30, 2021 and increases the maximum compensation by \$24,612,668. The amount includes \$2,432,906 for enhanced mental health services under the JBCT program and \$22,179,762 for the two-year contract extension for basic medical, mental health, and dental care services. The amount reflects a \$1.2M negotiated reduction in cost over the previous contract amount due to the lower inmate population. The amendment adjusts the annual base compensation for services down to \$10,749,655 for an ADP of 800, with per diem adjustments of \$6.85 for quarterly ADP when the ADP exceeds 850 or is less than 750, with no population ceiling or floor for purposes of calculating per diem adjustments.

The Sheriff is requesting 3.0 FTE new Correctional Officer allocations to support the JBCT program. The total annualized cost for these positions is \$331,668 or \$110,556 each, which would be covered completely by the JBCT program revenue. At mid-year, the CAO will review vacancies within the Sheriff's Office to determine if there is room to delete other positions to mitigate the impact of the addition.

The Appropriation Transfer Request would increase appropriations by \$477,289 to open an in-house JBCT program within the Justice Center Detention Facility. The new appropriations would be entirely offset with unanticipated revenue from the DSH. Therefore, Board approval would not impact the County General Fund.

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

## **DISCUSSION:**

The California Department of State Hospitals (DSH), in response to the lack of available bed space at the state hospitals for defendants declared IST, developed a successful JBCT pilot program in 2011 and later expanded it to include several California counties. JBCT programs provide effective treatment to those felony defendants deemed IST with the goal of restoration. The program quickly facilitates competency through intensive medication treatment, group and individual therapy which includes learning experiences involving discussion, reading and video, role play, and mock trials. The 60-day program cycle allows flexibility for JBCT Patient Inmate turnover as many inmates are expected to be returned to competency before 60 days while some may need more time in the program. This model in other county jails also administered by CFMG has been proven to have a 94% restoration rate.

The program would be housed at the downtown Justice Center Detention Facility adjacent to the inmate medical area. Although the term of the Agreement with the State begins October 15, programming is anticipated to start January 1, 2019 to allow sufficient time to purchase and install desks, tables, chairs, and computers, install data and phone lines, and complete minor facility repairs and paint. The program would house a monthly average of 10 Solano County JBCT Patient Inmates in single-cell beds. Initially, the Sheriff's Office intends to enroll male inmates only but is open to adding female inmates once the program has been established and the potential for fraternization issues vetted. Female inmates may still be placed in JBCT programs in other counties to provide equal opportunity for restoration.

The proposed Solano County JBCT program would primarily be staffed by the following CFMG employees: 0.5 FTE Program Director, 0.2 FTE Psychiatrist, 0.6 FTE Psychologist, 1.0 FTE Mental Health Clinician, 1.0 FTE Competency Trainer, and a 1.0 FTE Administrative Assistant. Additionally, the County is requesting to provide

3.0 FTE Correctional Officers. A brief description of their responsibilities is enumerated below.

Program Director. This position would provide oversight of the JBCT program to ensure delivery of services is appropriate, efficient, and successful. The Program Director would supervise all CFMG staff and would report to the Sheriff's Criminal Justice Program Services Manager as well as the Sheriff's Office Health Services Manager to ensure compliance with the agreement with DSH and evaluate outcomes.

Psychiatrist. This position would be on site one day per week and serve as the clinical authority and treatment team leader responsible for prescribing medication, management, and stabilization and monitoring of the patients in the program. The Psychiatrist would conduct a thorough medication evaluation of the Patient Inmate upon admission and would be responsible for providing progress summaries and declarations of competence to the courts. The Psychiatrist would meet with each Patient Inmate weekly.

Psychologist. This position would be on site 3 days per week and would be responsible for the competency assessment, and implementation and monitoring of each Patient Inmate's restoration plan. Upon admission, the Psychologist would administer a battery of individualized psychological assessments and tests of the Patient Inmate to evaluate functioning, likelihood of malingering, and current competency to stand trial.

Mental Health Clinician. This position would be responsible for individual and group therapy sessions focusing on developing coping techniques or other therapeutic strategies that may benefit the patient throughout the restoration and court process. The Mental Health Clinician meets Patient Inmates in individual therapy sessions for one to two sessions weekly for at least one hour each session.

Competency Trainer. This position would be responsible for teaching basic legal concepts and helping the Patient Inmate understand their legal situation. The Competency Trainer would apply and adjust Patient Inmates' individualized training plans based on each individual's developmental ability level, assessment results, the nature of his/her case, and unique learning style.

Administrative Assistant. This position would administratively support all JBCT staff through the responsibility of all paperwork, reports, and summaries that may be requested as part of the Patient Inmate's participation in the program and/or legal proceedings. The Administrative Assistant would collect and maintain statistical data as required by the agreement with DSH and assist in HR and payroll functions for CFMG staff.

Correctional Officers. One Correctional Officer would be assigned to the JBCT program, working during JBCT program hours and reporting directly to the Sheriff's Criminal Justice Program Services Manager. This Officer would support CFMG staff as a part of the multidisciplinary team interacting with JBCT program inmates that provides guidance related to activities of daily living, development of programmatic incentives, assisting inmates with behavioral issues, and providing information related to jail and court procedures. Two Correctional Officers would provide supervision and custodial care to the JBCT Patient Inmates during non-JBCT program hours.

CFMG staff would develop individualized treatment plans for each JBCT Patient Inmate, identifying and addressing specific issues that contribute to their IST condition. The treatment plan would apply specific treatment interventions based on the Patient Inmate's psychiatric condition, level of functioning, and legal context. Patient Inmates would receive daily group and individual treatment sessions. Group treatment sessions would be conducted in multiple learning formats by multiple staff to each Patient Inmate. For example, a simple lecture format may be replaced with learning experiences involving discussion, reading,

video, and experiential methods of instruction, such as role-playing or mock trial depending on the needs of the Patient Inmate. Educational materials utilized in both group and individual therapy sessions would address criminal charges, severity of charges, sentencing, pleas, plea bargaining, roles of the courtroom personnel, court room behavior, and probation and parole. Individual treatment sessions may be used to check-in with Patient Inmates and/or discuss key legal elements of the individual's case that may be too sensitive for group discussion.

IST defendants who have been restored to competency would remain at the facility until they are able to continue with their court proceedings. CFMG staff would develop a release plan to transition these defendants to the general inmate population where they would receive services under the broader CFMG contract and would continue medication treatment as prescribed without disruption. CFMG would meet with the JBCT Patient Inmate prior to the transition to communicate the plan for release and ongoing mental health care services.

### **ALTERNATIVES:**

The Board of Supervisors could choose not to approve the agreement between the County of Solano and the California Department of State Hospitals; however, this action is not recommended as those deemed IST currently wait in our jails more than 90 days for placement at a state hospital to begin return-to-competency treatment. Without an in-house JBCT program, these inmates will further deteriorate while awaiting placement instead of receiving the necessary treatment to continue their legal proceedings.

The recommendation to approve the proposed amendment to the Contract with CFMG is contingent upon approval of the Agreement with the State DHS, otherwise the Board may approve a modified amendment that reflects the decrease in the ADP base thereby reducing costs for basic medical, mental health, and dental services.

### **OTHER AGENCY INVOLVEMENT:**

The California Department of State Hospitals standard agreement was used but includes agreed upon changes requested by the Sheriff's Office. County Counsel has reviewed the agreement between the County of Solano and the California Department of State Hospitals and the amendment to the Agreement between the County of Solano and California Forensic Medical Group, Inc. and concurs with the recommendations. The County Risk Manager has reviewed the State Agreement and confirms the County possesses adequate insurance to meet State requirements for the JBCT program; and reviewed the amendment to the Contract with CFMG and reaffirmed the insurance provision and related liability limits.

The County Administrator's Office formed a work group comprised of representatives from the County Administrator's Office, County Counsel, Sheriff's Office, General Services, Health and Social Services, Department of Information Technology and Human Resources to develop an implementation plan to ensure that the Sheriff's Office is ready to open the JBCT program by the anticipated start date.

### **CAO RECOMMENDATION:**

## **APPROVE DEPARTMENTAL RECOMMENDATION**



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

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

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

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

Department	Budget Unit	Class No.	Position Control No.	Class Title	Effective Date	Departmental Total Positions			
						Allocated	Filled	Proposed	Change
Sheriff's Office	6590	513010	NEW	Correctional Officer	11/18/18	255.0	229.0	258.0	3.0

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

11/06/2018  
\_\_\_\_\_  
Date

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

AYES:           SUPERVISORS \_\_\_\_\_

\_\_\_\_\_

NOES:           SUPERVISORS \_\_\_\_\_

EXCUSED:       SUPERVISORS \_\_\_\_\_

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

ATTEST:

BIRGITTA E. CORSELLO, Clerk  
Solano County Board of Supervisors

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

**STANDARD AGREEMENT**

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

18-79003-000

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTOR NAME

County of Solano

2. The term of this Agreement is:

START DATE

October 15, 2018

THROUGH END DATE

October 14, 2023

3. The maximum amount of this Agreement is:

\$ 7,238,669.00 Seven Million Two-Hundred Thirty-Eight Thousand Six Hundred Sixty-Nine Dollars and Zero Cents

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	6
Exhibit A-1	Program Elements	8
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit B-1	Sample Invoice	1
Exhibit C	General Terms and Conditions	4
Exhibit D	Special Terms and Conditions	9
Exhibit E	Confidentiality and Information Security Provisions	7

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at [www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx](http://www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx)**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

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

County of Solano

CONTRACTOR BUSINESS ADDRESS

675 Texas Street, Suite 6500

CITY

Fairfield

STATE

CA

ZIP

94533

PRINTED NAME OF PERSON SIGNING

Birgitta E. Corsello

TITLE

County Administrator

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTING AGENCY ADDRESS

1600 9th Street, Room 101

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Dawn DiBartolo

TITLE

Chief, Acquisitions and Business Services Office

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

**STANDARD AGREEMENT**

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

18-79003-000

PURCHASING AUTHORITY NUMBER (if applicable)

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE

**EXHIBIT A**  
**SCOPE OF WORK****1. CONTRACTED PARTIES:**

- A. The County of Solano, on behalf of its Sheriff's Office, and/or their authorized designee, hereafter referred to in the combined as Contractor, agrees to provide services (as defined in Section 6) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of the Agreement.

**2. SERVICE LOCATION:**

- A. The services shall be performed at the Justice Center Detention Facility, 500 Union Avenue, Fairfield, California.

**3. SERVICE HOURS:**

- A. The services shall be provided 24 hours per day, seven days per week, including all State holidays.

**4. PROJECT REPRESENTATIVES:**

- A. The project representatives during the term of this Agreement will be:

<b>DSH Contract Manager:</b> Section/Unit: Forensic Services Division Attention: Melanie Scott, Psy.D. Assistant Chief Psychologist Address: 1600 9 <sup>th</sup> Street, Room 410 Sacramento, CA 95814 Phone: (916) 616-5703 Fax: (916) 651-1168 Email: <a href="mailto:Melanie.Scott@dsh.ca.gov">Melanie.Scott@dsh.ca.gov</a>	<b>DSH Administrative Contact:</b> Section/Unit: Forensic Services Division Attention: Sarah Turner Program Adviser Address: 1600 9 <sup>th</sup> Street, Room 410 Sacramento, CA 95814 Phone: (916) 651-5599 Fax: (916) 651-1168 Email: <a href="mailto:Sarah.Turner@dsh.ca.gov">Sarah.Turner@dsh.ca.gov</a>
<b>Solano County Contract Manager:</b> Section/Unit: Custody Division Attention: Renee Smith Criminal Justice Programs Manager Address: 2450 Clay Bank Road Fairfield, CA 94533 Phone: (707) 784-4813 Fax: (707) 421-2048 Email: <a href="mailto:rlsmith@solanocounty.com">rlsmith@solanocounty.com</a>	<b>Solano County Sheriff's Office Contact:</b> Section/Unit: Administration and Support Services Division Attention: Jeff Liddicoat Administrative Services Manager Address: 530 Union Avenue, Suite 100 Fairfield, CA 94533 Phone: (707) 784-7048 Fax: (707) 784-6412 Email: <a href="mailto:jliddicoat@solanocounty.com">jliddicoat@solanocounty.com</a>

<b>Solano County Jail – Medical Contact:</b>	
Section/Unit: Custody Division	
Attention: George Bernardino, Health Services Manager	
Address: 500 Union Avenue Fairfield, CA 94533	
Phone: (707) 784-7154	Fax: (707) 421-6674
Email: gbernardino@solanocounty.com	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

#### **5. PROGRAM IMPLEMENTATION FUNDS:**

- A. The DSH shall reimburse Contractor for initial program implementation costs incurred under this Agreement. The implementation costs shall include, but are not limited to:
- Initial setup of patient rooms as well as treatment and office space;
  - Initial administrative operating expenses and equipment;
  - Development of an operational clinical Policy and Procedure Manual; and
  - Orientation and training time for new staff on clinical operations, policies, and procedures.

#### **6. SUMMARY OF WORK TO BE PERFORMED:**

- A. Contractor shall provide access to portions of its Justice Center Detention Facility for the purposes of administering a Jail-Based Competency Treatment (JBCT) program for the provision of restoration of competency treatment services for individuals, hereafter referred to as "Patient Inmates," found by the courts to be Incompetent to Stand Trial (IST) under Penal Code section 1370. Contractor shall provide restoration of competency treatment services to felony IST Patient Inmates participating in the JBCT program.

#### **7. CONTRACTOR RESPONSIBILITIES:**

- A. Contractor shall designate an area within the Justice Center Detention Facility dedicated to the administration of a JBCT program and provide restoration of competency treatment services that, either directly or through contract, may restore trial competency for incarcerated felony IST Patient Inmates committed to the DSH under Penal Code section 1370.
- B. In providing restoration of competency treatment services, Contractor shall adhere to the program outlines contained in the Exhibit A-1, Program Elements.
- C. Contractor shall ensure that a preliminary evaluation of each potential JBCT Patient Inmate is conducted through, at a minimum, a review of the medical and mental health records of each prospective Patient Inmate, prior to admission into the JBCT program. Contractor shall provide the Solano County Conditional Release Program (CONREP) with a written report as to whether the Patient Inmate is appropriate for treatment in the JBCT program within 10 judicial days of the court's order for placement evaluation. Once Solano County's felony IST referrals are being

managed by the DSH Patient Management Unit, this written report as to placement will no longer be required.

- i. Contractor shall ensure that priority for admissions to the JBCT program shall be based on commitment date unless an exception is made based on one of the factors listed in California Code of Regulations (CCR), Title 9, Section 4710.
  - ii. Upon admission into the JBCT program, Contractor shall ensure that a more thorough assessment is conducted as indicated in Exhibit A-1, Program Elements.
- D. Contractor shall serve a monthly a monthly average of 10 Patient Inmates in the JBCT designated area whenever possible. Both parties acknowledge that the fluctuating number of eligible program participants and limited single cell bed space (12 single cell beds) may impact the monthly average and at times, Contractor may serve a monthly average fewer than 10 Patient Inmates.

Contractor shall be paid in full for 10 contracted beds at the per diem rate upon the first Patient Inmate admission through the term of this Agreement, regardless of the number of Patient Inmates admitted and/or receiving treatment each month.
- E. Patient Inmates housed at the Justice Center Detention Facility shall remain under the legal and physical custody of Contractor.
- F. Contractor retains the right to exclude specific individual Patient Inmates from the JBCT designated area for security and classification reasons at the time of assignment or at any point during their incarceration at the Justice Center Detention Facility.
- G. Should Contractor determine, based on clinical considerations, patient history, or other factors, that a current or potential Patient Inmate is, or likely shall be, violent and a significant danger to others participating in the JBCT program, Contractor shall inform the DSH Contract Manager immediately in writing, and by phone. Contractor agrees that the decision to remove such a Patient Inmate from the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission. In the event a Patient Inmate is removed from the JBCT program, the DSH shall arrange to have such Patient Inmate admitted to a state hospital forthwith as is permitted under the admission requirements set forth in CCR, Title 9, sections 4700, et seq. Contractor shall continue to treat the Patient Inmate in the JBCT program until such arrangements are made.
- H. Notwithstanding Sections F and G, Contractor shall make every reasonable effort to ensure that the contracted 10 Allocated Beds provided for treatment services under this Agreement are occupied by Patient Inmates at all times. This includes, but is not limited to, admitting Patient Inmates of increasing levels of acuity.
  - i. The DSH shall make every reasonable effort to ensure adequate Patient Inmate referrals are sent to Contractor throughout the term of this Agreement.
  - ii. By mutual agreement, in writing, and at the request of the DSH, Contractor may admit Patient Inmates into the JBCT program above the 10 contracted beds.
- I. Contractor shall provide for the care, confinement, and security of the Patient Inmates in accordance with all federal and state laws, standards, regulations, policies, procedures, and court orders applicable to the Justice Center Detention Facility, including the Prison Rape Elimination Act.

- J. Contractor's custody staff assigned to the JBCT program shall receive Enhanced Mentally Ill Offender or Crisis Intervention Training (CIT) provided by Contractor, and shall participate in the JBCT program treatment team meetings.
- K. Responsibilities for Medical Care:
- i. Contractor shall provide all Patient Inmates with the full range of Routine Medical Care available to other inmates of the Justice Center Detention Facility, and is financially responsible for such care. Contractor agrees that the cost of all Routine Medical Care is included in the per diem rate charged to the DSH.
  - ii. For the purposes of this Agreement, Routine Medical Care shall be defined as all medical, dental, and mental health care as well as the cost of medical supplies, formulary prescription medications which are provided to Patient Inmates, and restoration of competency treatment services which are provided by the Justice Center Detention Facility to Patient Inmates, including prescribed psychotropic medications. Non-formulary prescription medications shall not be provided to Patient Inmates except in conjunction with Non-Routine Medical Care.
  - iii. For the purposes of this Agreement, Non-Routine Medical Care shall be defined as major medical operations or surgeries (such as heart transplants), continuation of experimental medication, services that cannot be provided onsite at the Justice Center Detention Facility, dialysis services, whether onsite or otherwise, and emergency medical care.
  - iv. If a Patient Inmate requires Non-Routine Medical Care, Contractor shall notify the DSH Contract Manager or designee immediately in writing and by phone for pre-approval. For such patients, the DSH further reserves the right to either admit them to a state hospital for treatment or require Contractor to provide Non-Routine Medical Care. In the event the DSH directs Contractor to provide Non-Routine Medical Care, the DSH shall either direct Contractor to instruct the facility providing care to invoice Solano County, or to invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager. Should the DSH elect to require Contractor to provide the Non-Routine Medical Care, Contractor shall ensure that the Patient Inmate is provided care at a facility designated by the DSH Contract Manager.
  - v. In the event of an emergency Contractor shall proceed immediately with necessary medical treatment. In the event of such an emergency, the DSH shall either direct Contractor to instruct the facility providing care to invoice Solano County, or to invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager. In such an event, Contractor shall notify the DSH immediately regarding the nature of the illness or injury as well as the types of treatment provided.
- L. For all Routine and Non-Routine Medical Care, Contractor shall be responsible for the security and transportation, including emergency transportation. Contractor agrees that all such costs are included in the per diem rate charged to the DSH.
- M. Upon Restoration of Competency:  
Contractor shall be responsible for coordinating with the behavioral health program for the continued mental health care, crisis intervention, ongoing counseling and care, and psychotropic medication compliance for the Patient Inmates restored to competence and transferred from the JBCT program.

- N. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations, and licenses necessary to accomplish the work specified in this Agreement, and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s), permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.
- O. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of this Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- P. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, rules, and regulations made pursuant to said Federal, State, and local laws which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then Contractor shall immediately notify the state in writing.
- Q. This Agreement may be canceled at any time by Contractor, in writing, with 50 days advance notice. The DSH may terminate this Agreement pursuant to section 7 of Exhibit C if Contractor or its subcontractors fails to comply with a federal, state, or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.

## **8. DSH RESPONSIBILITIES:**

- A. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews
  - i. The DSH may routinely evaluate the work performance of Contractor, Contractor's personnel, subcontractors, or other parties associated with Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by the Agreement, then that party shall not perform services for the DSH.
  - ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the DSH Contract Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.
  - iii. Inspections may be conducted by the DSH staff at various times during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the DSH Contract Manager and/or their designee.
  - iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.



- v. If, as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.
- vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

## **9. PERFORMANCE MEASURES:**

### **A. Complete and Timely Provision of Services**

- i. Expectations: Contractor is expected to provide all services, including any and all required reports, in a timely manner—in accordance with timelines established in this Scope of Work.
- ii. Penalties: Should Contractor not provide all services, including any and all required reports in a timely manner, the DSH may choose to terminate this Agreement. Additionally, the DSH may find Contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

## **10. AMENDMENTS:**

- A. The parties reserve the right to amend this Agreement by extending its term for one additional term of up to five years, and to add funding sufficient for these periods at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

**EXHIBIT A-1**  
**PROGRAM ELEMENTS**

**1. PROGRAM ELEMENTS**

- A. Contractor shall coordinate with the committing court to ensure all required documents listed under Penal Code section 1370, subdivision (a)(3) are provided by the court for all Patient Inmates upon admission.
- B. Psychological Assessment Protocol
- i. Contractor shall administer a battery of individualized psychological assessments and testing upon admission. Standardized and semi-structured psychological tests shall be utilized to complete a preliminary assessment of the Patient Inmate's current functioning, likelihood of malingering, and current competency to stand trial. Impediments to trial competency will be ascertained through the use of preliminary assessment instruments, including but not limited to:
    - 1) Clinical Interview. The psychologist shall obtain information pertaining to the Patient Inmate's psychosocial, psychiatric, legal history and barriers to competency. *The Mental Status Exam (MSE)* shall also be included in the interview;
    - 2) Assessment of Malingering (as clinically indicated). *Miller Forensic Assessment of Symptoms (M-FAST)*;
    - 3) Assessment of Trial Competence. *Evaluation of Competency to Stand Trial-Revised (ECST-R)*, *the MacArthur Competence Assessment Tool – Criminal Adjudication (MacCat-CAT)*, *Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR)*; and
    - 4) Severity of Psychiatric Symptoms. *Brief Psychiatric Rating Scale (BPRS)*.
  - ii. Contractor shall complete additional malingering-specific assessments, integrating additional observable data reported by various disciplines on a 24/7 basis if preliminary assessment suggests the presence of malingering. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is malingering, the following may also be utilized, including but not limited to:
    - 1) *Structured Interview of Reported Symptoms- Second Edition (SIRS2)*;
    - 2) *Test of Memory Malingering (TOMM)*;
    - 3) *Georgia Atypical Presentation (GAP)*;
    - 4) *Structured Inventory of Malingered Symptomatology (SIMS)*; or
    - 5) *Inventory of Legal Knowledge (ILK)*.
  - iii. Contractor may administer further cognitive assessments based on the specific cognitive deficit identified during the preliminary assessment. If the screening instruments conducted during the preliminary assessment raise suspicion that the primary barrier to trial competency is cognitive deficits, the following may also be utilized, including but not limited to:
    - 1) *Repeatable Battery for the Assessment of Neuropsychological Status (RBANS)*;
    - 2) *Wide Range Achievement Test 4 (WRAT4)*; or
    - 3) *Montreal Cognitive Assessment (MoCA)*.
  - iv. Contractor may administer additional instruments assessing personality to complete further assessment of psychological functioning, including but not limited to:
    - 1) *Personality Assessment Inventory (PAI)* psychological functioning; or
    - 2) *Minnesota Multiphasic Personality Inventory-2 (MMPI-2)*.

- v. Contractor shall conduct follow up assessments of the Patient Inmate's current competency to stand trial at 30-day intervals or more frequently as needed using any of the following, including but not limited to:
  - 1) *Evaluation of Competency to Stand Trial-Revised (ECST-R)*;
  - 2) *Revised Competency Assessment Instrument (R-CAI)*;
  - 3) *MacArthur Competency Assessment Tool – Criminal Adjudication (MacCAT-CA)*; or
  - 4) *Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR)*.
- vi. The assessment shall ascertain if trial competence is likely and medical issues would not pose a barrier to treatment. If bio-psychosocial issues contraindicate fast-track jail treatment, Contractor shall refer the Patient Inmate to a state hospital for treatment.
  - 1) At the discretion of the DSH Contract Manager, and if requested in writing, Contractor shall review and agree upon new Patient Inmates being forwarded for admission and/or retention into the JBCT program, which may contraindicate fast-track jail treatment.

C. Individualized Treatment Program

- i. Contractor shall identify specific deficits that result in incompetence to stand trial upon admission. Each deficit will be listed on the individualized treatment plan and will be targeted in the Patient Inmate's treatment. Contractor shall use current standardized competency assessment tools, such as the MacArthur Competency Assessment Tool, after considering the totality of clinical and forensic circumstances.
- ii. Contractor shall provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the Patient Inmate's psychiatric condition, level of functioning, and legal context.
- iii. Contractor shall tailor individualized treatment regimens to the Patient Inmate's specific barrier(s) to trial competency. Deficits identified in the competency assessment upon admission to the JBCT program shall be listed in the individual treatment plan and addressed by specific treatment interventions.
- iv. Contractor shall conduct case conferences weekly or as needed to re-assess Patient Inmates' progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into Patient Inmates' treatment plans.

D. Multi-modal, Experiential Competency Restoration Educational Experience and Components

- i. Contractor shall provide educational materials presented in multiple learning formats by multiple staff to each Patient Inmate, e.g., a simple lecture format may be replaced with learning experiences involving discussion, reading, video, and experiential methods of instruction, such as role-playing or mock trial.
- ii. Contractor shall address the following elements in the education modalities of the competency restoration program, including but not limited to:
  - 1) Criminal charges;
  - 2) Severity of charges, namely Felony vs. Misdemeanor;
  - 3) Sentencing;
  - 4) Pleas including, Guilty, Not Guilty, Nolo Contender and Not Guilty by Reason of Insanity;

- 5) Plea bargaining;
- 6) Roles of the courtroom personnel;
- 7) Adversarial nature of trial process;
- 8) Evaluating evidence;
- 9) Court room behavior;
- 10) Assisting counsel in conducting a defense;
- 11) Probation and Parole; and
- 12) Individualized instruction as needed.

- iii. Contractor shall provide additional learning experience through increased lecture time, as well as individual instruction to Patient Inmates who are incompetent due to specific knowledge deficits caused by low intelligence, but who may be restored to competence with additional exposure to the educational material.

E. Medication Administration and Consent

- i. Contractor shall obtain proper authorization (e.g., informed consent for treatment, medication issues) from the Patient Inmates as soon as possible in accordance with professional standards of care and court practices.
- ii. Contractor shall provide strategies to promote and incentivize voluntary psychotropic medication compliance.
- iii. If involuntary psychotropic medication is not ordered by the court at time of commitment of a Patient Inmate to the JBCT program and the treating psychiatrist determines that psychotropic medication has become medically necessary and appropriate, Contractor shall request that the court make an order for the administration of involuntary psychotropic medication.
- iv. Contractor shall administer involuntary psychotropic medication when medically necessary and appropriate upon the issuance of the court order.

F. Suicide Prevention/Adverse Events

Contractor shall develop a suicide prevention program and assessment procedures that shall include an adverse sentinel event review process. Contractor shall submit written suicide prevention procedures to the DSH Contract Manager for approval prior to activation of the JBCT program and annually thereafter.

G. Data Deliverables

- i. The DSH shall provide a standardized data collection template. Contractor shall complete and submit this data collection to the DSH on a weekly basis with a deadline to be determined by the DSH. The template includes, but is not limited to, the following data elements:

Term	Definition
Patient Name:	Last and First name of patient
Case Number:	Court assigned case number for each individual court case. It can typically include letters and numbers.
Booking Number:	Number that County Jail issues to an individual (per Forensics)
Gender:	Male or Female
Date of Birth:	Birthdate, Age can be determined using this date
Ethnicity:	Type of social group that has a common national or cultural tradition. <i>Caucasian/White, African American/Black, American Indian/Alaska Native, Asian, Native Hawaiian/Other Pacific Islander, Hispanic, Other</i>
Language Spoken:	Type of language spoken
Interpretive Services Utilized (YES/NO):	Was Interpretive services utilized? Yes or No
Referring County:	County of referral and/or commitment
Commitment Date:	Date of Commitment
Packet Received Date:	Date Packet Received (including incomplete required documents)
Packet Completed Date:	Date Packet completed (including all completed required documents)
Reason for Ongoing Pending Status:	Provide a detail reason why the delay of admission
Screening Evaluation Completed Date:	Date Screening Evaluation was completed
Screening Outcome:	Outcome results of patient screened. Accepted or Rejected
Reason for Screening Rejection:	Detail regarding reason for screening rejection. Bypassed/Triaged, Non-Roc, Medication, Substance-Related, Higher Level-of-Care, Other.
Admission Date:	Date of Admission
Involuntary Medication Order (YES/NO):	Is there a current court ordered IMO in place? Yes or No
IMO Effective Date:	Date IMO was effective on, this is the same as their 1370 commitment date
Medication Adherence:	Whether patients take their medications as prescribed. Fully Adherent, Intermittently Adherent, Refusing. (If applicable to program)
Did I/P Receive Invol Meds (YES/NO):	Was involuntary medication administered to patient? Yes or No
Date Invol Meds Initiated:	Date of involuntary medication administered
Disposition of Discharge/Transfer :	Final determination of patients status. Restored or DSH
Reason for Discharge/Transfer:	Detail regarding reason for patients discharge or transfer.
Date Referred to DSH for Transfer:	Date Referred to DSH for Transfer
Discharge/Transfer Date:	Date of Discharge and or Date of Transfer
Discharge/Transfer Location:	Location where patient will be discharged to. Jail, Atascadero SH, Coalinga SH, Metropolitan SH, Napa SH, Patton SH, Other: Must update Notes with Specific location.
Reason for delayed Discharge:	Provide a detail reason why the delay of discharge.
Date ROC Certificate Submitted to Court:	Date that ROC Certificate was submitted to Court
Primary Diagnosis at Admission:	Patients primary Diagnosis at time of Admission
Diagnosis at Discharge:	Patients primary Diagnosis at time of Discharge
Diagnosis of Malingering? (YES/NO):	Did the patient have a Malingering Diagnosis at any point during their stay in JBCT? Yes or No

- ii. Contractor shall submit daily census reports to the DSH upon the first Patient Inmate admission, unless otherwise requested by the DSH.
- iii. Contractor shall submit a summary performance report within 30 days of the end of the contract term, to include but not be limited to, the information stated above and:
  - 1) The total number of individuals restored to competency;
  - 2) The average number of days between program admission and discharge;
  - 3) The total cost of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost per Patient Inmate treated and the costs for those found to be malingering;
  - 4) The cost per cycle of treatment;
  - 5) A description of all implementation challenges; and
  - 6) Special incident reports and notification to the DSH of emergencies.

#### H. Reporting Requirements

- i. Contractor shall submit a written report to the court, the community program director of the county or region of commitment, and the DSH Contract Manager concerning the Patient Inmate's progress toward recovery of trial competence within 90 days of a commitment. The report shall include a description of any antipsychotic medication administered to the Patient Inmate and its effects and side effects, including effects on the Patient Inmate's appearance or behavior that would affect the Patient Inmate's ability to understand the nature of the criminal proceedings or to assist counsel in the conduct of a defense in a reasonable manner.
- ii. Contractor shall verbally report any escape within 24 hours to the court that made the commitment, the prosecutor in the case, the Department of Justice, and the DSH Contract Manager, with a written report to follow within five business days.
- iii. Contractor shall file a certificate of restoration with the court that made the commitment when the Program Director or their designee determines that the Patient Inmate has regained trial competence.

## 2. TREATMENT PROTOCOL

- A. JBCT is an intensive, milieu-based treatment program that quickly facilitates competency through a combination of group and individual therapy.
- B. Group therapy is central to the restoration process, and Contractor shall provide treatment daily to Patient Inmates. Group content should include one of the four group treatment domains: *competency education, understanding and management of mental illness, physical exercise, and mental/social stimulation*. Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.
- C. Contractor shall provide individual sessions per day to each Patient Inmate. Individual sessions may be used to check-in with Patient Inmates and/or discuss key legal elements of the individual's case that may be too sensitive for group discussion. Specific competency issues can best be addressed individually, e.g., a Patient Inmate understands court proceedings but struggles to apply the knowledge to their individual case.
- D. Contractor's psychiatrist shall see each Patient Inmate weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.

- E. Together on a weekly basis, the multi-disciplinary treatment team shall review:
- i. Progress of all Patient Inmates admitted within 30 days,
  - ii. At subsequent 14-day intervals thereafter, and
  - iii. When a Patient Inmate is under consideration for discharge. The multi-disciplinary treatment team shall be responsible for providing the committing court progress reports pursuant to Penal Code section 1370 subdivision (b)(1).

**D COMPETENCY TREATMENT GROUP THERAPY SCHEDULE**

Monday	Tuesday	Wednesday	Thursday	Friday
er 1: Movement	Staff Member 2: Wake-up Activity	Staff Member 2: Wake-up Activity	Staff Member 2: Wake-up Activity	Staff Member 3: JBCT Incentive Store
er 3: Education	Staff Member 4: My Life, My Choice	Staff Member 2: Arts & Crafts	Staff Member 4: What Would You Do?	Deputy: Activity of Daily Living Groups
er 5: Arts	Staff Member 3: Wellness Education	Staff Member 2: Life Skills	Staff Member 3: Wellness Education	
er 6: / Education	Staff Member 2: Life Skills	Staff Member 3: Wellness Education	Staff Member 2: Table Games	
Lunch	Lunch	Treatment Team Meeting: Grand Rounds	Lunch	Lunch
Individual Contacts	Staff Member 2: Brain Fitness	Lunch	Staff Member 2: Brain Fitness	Individual Contacts
er 6: / Education	Staff Member 4: Court Activity		Staff Member 4: My Life, My Choice	Staff Member 5: Outdoor Activity
er 2: Arts		Staff Member 4: Competency Education		
er 5: Arts / Music	Individual Contacts	Staff Member 7: Working with Your Attorney	Individual Contacts	JBCT Cinema
	Chaplain: Bible Study	Individual Contacts		



**4. SAMPLE PROPOSED JAIL-BASED COMPETENCY TREATMENT STAFFING MODEL:**

<b>Number of Patients</b>	<b>Monthly Average of 10 Patients</b>
<b>Treatment Team Staffing*</b>	Program Director – 0.5 Psychiatrist – 0.2 Psychologist – 0.6 Mental Health Clinician – 1.3 Competency Trainer – 1.3
<b>Administrative Staff*</b>	Administrative Assistant – 1.2
<b>Custodial Staff*</b>	Deputy – 1.2
<i>*Number of positions reflect full-time equivalent (FTE) values</i>	

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

**1. INVOICING AND PAYMENT**

- A. Invoices shall be submitted not more frequently than monthly in arrears.
- B. For services satisfactorily rendered, upon the first Patient Inmate admission and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the rates specified in section 5, Budget Detail.
- C. Contractor shall submit invoices for any and all initial program implementation costs associated with and pertaining to the items in Exhibit A. Scope of Work, Section 5, "Program Implementation Funds" within 12 months from the contract start date. The total initial program implementation costs invoiced shall not exceed **\$142,650.00**.
- D. The DSH is not responsible for services performed by Contractor outside of this agreement, or for services performed other than as outlined in Exhibit A, Scope of Work and Exhibit A-1, Program Elements.
- E. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

**2. INSTRUCTIONS TO CONTRACTOR:**

- A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at either:

Department of State Hospitals  
Attention: Accounting Office  
1600 Ninth Street, Room 141  
Sacramento, CA 95814

**OR**  
**DSHSAC.AccountsPayable@dsh.ca.gov**

- B. Contractor shall submit one original and three copies of each invoice, unless emailed.
- C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.
- D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.
- E. Contractor shall list and itemize in accordance with the Budget Detail, all services or deliverables provided on each invoice.

- F. Contractor shall include the following on each submitted invoice:
- i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
  - ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
  - iii. Small Business certification number, if applicable.
  - iv. Professional license number, if applicable.
  - v. Invoice total.

**3. BUDGET CONTINGENCY CLAUSE:**

- A. It is mutually agreed that if the State Budget Act approved by the Legislature and/or the federal budget approved by Congress of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount. Contractor is not obligated to accept the offer.
- C. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement pursuant to Exhibit A, Section 7.Q.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

**4. PROMPT PAYMENT CLAUSE:**

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

**5. BUDGET DETAIL:**

- A. The maximum amount of this Agreement shall not exceed **\$7,238,669.00**.
- B. Upon contract execution as well as receipt and approval of the submitted invoices, the DSH shall compensate Contractor for program implementation costs that shall not exceed **\$142,650.00**.
- C. Upon the first Patient Inmate admission, the per diem rate shall be \$388.61 per bed, totaling \$3,886.10 per day for all 10 contracted beds. Upon invoicing, Contractor shall clearly identify the number of days in the month that services were provided.
- D. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.

- E. Contractor must submit all invoices within a reasonable time but, no later than 12 months from the date that services were provided. If Contractor fails to provide invoices within 12 months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.
- F. Contractor shall not be reimbursed for any travel-related expenses. All travel shall be at the expense of Contractor.

Department of State Hospitals

County of Solano  
Agreement Number: 18-79003-000  
Exhibit B-1, Sample Invoice

**EXHIBIT B-1**  
**SAMPLE INVOICE**

[Insert Contractor's Department company logo/address]

# INVOICE

DATE	INVOICE #

Department of State Hospitals  
Attn: Accounting Office  
1600 9<sup>th</sup> Street, Room 141  
Sacramento, CA 95814

PERIOD OF SERVICE	AGREEMENT #
[insert date range of month being invoiced]	

Allocated – 10 Beds				
Per Diem Rate*		Number of Service Days [Insert number of days in the month being invoiced]		Total for [insert month being invoiced]
\$3,886.10	X		=	\$ _____

*\*Per Diem Rate of \$388.61 Per Bed*

Invoice Total for [insert month being invoiced]:	\$ _____
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PLEASE MAKE REMITTANCE PAYABLE TO:  
[Insert Contractor's Department billing contact/address]

Prepared By: [Signature here]  
[Insert name/title here]

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. ~~**INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.~~
5. **INDEMNIFICATION**: *In the event the State Department of State Hospitals and a county jail treatment facility are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under such a contract, each shall indemnify the other to the extent of its comparative fault.*
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
- Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.



19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**1. SUBCONTRACTS:**

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to the DSH for its prior written approval. No work shall be subcontracted without the prior written approval of the DSH. Upon the termination of any subcontract, the DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between the DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor is fully responsible to the DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold the DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

**2. PUBLICATIONS AND REPORTS:**

- A. The DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. The DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of the DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

**3. PROGRESS REPORTS:**

- A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by the DSH Contract Manager, at least once a month to the DSH Contract Manager. This progress report shall include, but not be limited to; a statement that the Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with the DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

**4. PRESENTATION:**

- A. Upon request, Contractor shall meet with the DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

**5. DEPARTMENT OF STATE HOSPITALS STAFF:**

- A. The DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by the DSH Contract Manager. In this connection, the DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

**6. CONFIDENTIALITY OF DATA AND DOCUMENTS:**

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by the DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of the DSH, Contractor may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

*This report was prepared as an account of work sponsored by the Department of State Hospitals (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.*

**7. PROVISIONS RELATING TO DATA:**

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

- B. "Generated data" is that data, which Contractor has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by Contractor in the performance of this Agreement at the expense of the DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the DSH. Such data shall be property of the State of California and the DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the DSH of any such contemplated action; and the DSH may within 30 days of said notification determine whether or not this data shall be further preserved. The DSH shall pay the expense of further preserving this data. The DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to the DSH's operation, which are designated confidential by the State or the DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If the DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, the DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to the DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

#### **8. APPROVAL OF PRODUCT:**

- A. Each product to be approved under this Agreement shall be approved by the Contract Manager. The DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

#### **9. SUBSTITUTIONS:**

- A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

#### **10. NOTICE:**

- A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

#### **11. WAIVER:**

- A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

**12. GRATUITIES AND CONTINGENCY FEES:**

- A. Contractor shall not provide gratuities to any officer or employee of the DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. The DSH, by written notice to Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by Contractor or any agent or representative of the Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, the DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of the DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**13. INTEGRATION CLAUSE:**

- A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

**14. CAPTIONS:**

- A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

**15. PUBLIC HEARINGS:**

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in Contractor's proposed budget. The DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

**16. FORCE MAJEURE:**

- A. Neither the DSH nor Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State, or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes, or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

**17. LITIGATION:**

- A. The DSH, promptly after receiving notice thereof, shall notify Contractor in writing of the commencement of any claim, suit, or action against the DSH or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the DSH to give such notice, information, authorization or assistance shall not relieve Contractor of its indemnification obligations. Contractor shall immediately notify the DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, the DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

**18. DISPUTES:**

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement, which is not disposed of by the Agreement, informally with the State Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by the Department of State Hospitals' Deputy Director of Administration. All issues pertaining to this dispute shall be submitted in written statements and addressed to the Deputy Director of Administration, Department of State Hospitals, 1600 9th Street, Room 101, Sacramento, CA 95814. Such written notice must contain the Agreement Number. Within ten days of receipt of the written grievance report from the Contractor, the Deputy Director of Administration, or his/her designee, shall meet with the Contractor and Project Manager for the purposes of resolving the dispute. The decision of the Deputy Director shall be final. During the dispute process the Contractor shall proceed diligently with the performance of the Agreement. Neither the pendency of a dispute, nor its consideration by the Deputy Director of Administration, shall excuse the Contractor from full and timely performance of the services required in accordance with the terms of the Agreement.

**19. EVALUATION OF CONTRACTOR'S PERFORMANCE:**

- A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 10367.

**20. AUDITS, INSPECTION AND ENFORCEMENT:**

- A. Contractor agrees to allow the DSH to inspect its facilities and systems, and make available for review its books and records to enable the DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to the DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of the DSH.
- C. The fact that the DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. The DSH's failure to detect or the DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the DSH's enforcement rights under the Agreement.

**21. USE OF STATE FUNDS:**

- A. Contractor, including its officers and members, shall not use funds received from the DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
  - i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
  - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

**22. CANCELLATION PROVISIONS:**

- A. Unless otherwise specified, this Agreement may be canceled at any time by the DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. The DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

- B. If the DSH determines that Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by the DSH, the DSH may terminate the contract by providing notice to Contractor. The DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.
- C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

### **23. EMPLOYMENT PROVISIONS:**

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of the DSH. Contractor and its independent contractors shall be solely responsible for:
  - i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,
  - ii. Federal or state income tax withholding,
  - iii. Providing unemployment insurance and workers compensation insurance, and
  - iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless the DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

### **24. LIABILITY FOR LOSS AND DAMAGES:**

- A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to the DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of the DSH at Contractor's expense. The DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

### **25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:**

- A. The DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. The DSH further reserves the right to terminate this Agreement should a threat to security be determined.
- B. At the sole discretion of the DSH, and in accordance with each facility's Infection Control Policy, the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement providing services may be required to provide the DSH with Tuberculin (TB) test results. These test results shall indicate completion of the two-step TB testing process using the Mantoux method. The first step is a tuberculin skin test (TST) completed within the last 12 months prior to the date the tested person is to provide services to a DSH facility. The second step is a TST



which must be completed within the 30 days prior to the date the tested person is to provide services to a DSH facility, unless otherwise specified.

- C. If both of the documented results of the TST provided  $\leq 0-9$ /mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is  $\geq 10$ /mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.
- D. The DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

**26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:**

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if the Contractor has a financial interest with that health care provider or health-related facility.
- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of the DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to the DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

**27. AMENDMENTS:**

- A. If this Agreement was entered into pursuant to any statute expressly requiring that such agreements be let or awarded on the basis of competitive bids, then the parties may amend this Agreement for time or money at the same rates, in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.
- B. For all other agreements the parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

**28. AGREEMENTS FOR SERVICES ON PRISON GROUNDS:**

- A. Contractor hereby acknowledges that the California Department of Corrections and Rehabilitation (CDCR) does not recognize hostages for bargaining purposes. The CDCR has a "NO HOSTAGE" policy and agrees that its employees may be apprised of this when performing work in or at a CDCR institution. The three DSH psychiatric programs are located within CDCR prison grounds. Contractor shall provide notice to and inform each of its officers, employees, agents, independent contractors, vendors and subcontractors of the CDCR's NO HOSTAGE policy and that Contractor, its officers, employees, independent contractors, vendors and subcontractors assume the risk that a hostage situation may arise while at a CDCR institution and the implications of the CDCR's NO HOSTAGE policy should that situation arise.

**EXHIBIT E**  
**CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS**

**1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:**

- A. Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq., Civil Code section 56 et seq. of the, the Confidentiality of Medical Information Act, Civil Code section 1798 et seq., the Information Practices Act of 1977, Health and Safety Code section 123100 et seq., Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq., and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to part 1320 d et seq., of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations, parts 160, 162 and 164 (2013)) ("HIPAA regulations") regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit E, set forth some of the requirements of these statutes and regulations. Exhibit E should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.

**2. DEFINITIONS:**

- A. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, PHI, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific Definitions
- i. Contractor. Contractor shall generally have the same meaning as the term "business associate" at 45 Code of Federal Regulation, part 160.103 (2013).
  - ii. HIPAA Rules. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation, part 160 and Part 164 (2013).
  - iii. Agreement. Agreement shall be the agreement referenced by the Agreement number set forth on this page's heading.
  - iv. Personal Information. Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (c).

**3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:**

- A. Contractor agrees to:
- i. not use or disclose PHI other than as permitted or required by the Agreement or as required by law,
  - ii. use appropriate safeguards, and comply with Subpart C of 45 Code of Federal Regulation, part 164 (2013) with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement,

- iii. report to the DSH any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 Code of Federal Regulations, part 164.410 (2013), and any security incident of which it becomes aware,
- iv. in accordance with 45 Code of Federal Regulations, part 164.502(e)(1)(ii) and part 164.308(b)(2) (2013), if applicable ensure that any agents and subcontractors that create, receive, maintain, or transmit PHI on behalf of the Contractor enter into a written agreement with the Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information,
- v. make available PHI in a designated record set to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.524 (2013) and California Health & Safety Code section 123100,
- vi. make any amendment(s) to PHI in a designated record set as directed or agreed to by the covered entity pursuant to 45 Code of Federal Regulations, part 164.526 (2013), or take other measures as necessary to satisfy the covered entity's obligations under 45 Code of Federal Regulations, part 164.526 (2013),
- vii. maintain and make available the information required to provide an accounting of disclosures to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.528 (2013),
- viii. to the extent Contractor is to carry out one or more of the DSH's obligation(s) under Subpart E of 45 Code of Federal Regulations, part 164 (2013), comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s) and
- ix. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.

#### **4. PERMITTED USES AND DISCLOSURES OF PHI BY CONTRACTOR:**

- A. Except as otherwise provided in this Agreement, Contractor, may use or disclose PHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
- B. Contractor may not use or disclose the PHI except as provided and permitted or required by the Agreement or required by law.
- C. Contractor agrees to make uses and disclosures and requests for PHI consistent with the DSH's minimum necessary policies and procedures.
- D. Contractor may use and disclose PHI for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such uses and disclosures are required by law.

- E. Contractor may use PHI to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of PHI created or received by Contractor for the purposes of this Agreement with PHI received by Contractor in its capacity as Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of the DSH.

## 5. SAFEGUARDS:

- A. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities.

The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PHI other than as provided for by this Agreement. Contractor shall provide the DSH with information concerning such safeguards as the DSH may reasonably request from time to time.

- B. Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the DSH information on portable electronic media (e.g., floppy disks and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic PHI, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

## 6. AUTHENTICATION:

- A. Contractor shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g., PHI) or sensitive data is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.
  - i. Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
    - (1) network-based firewall and/or personal firewall,
    - (2) continuously updated anti-virus software and
    - (3) patch-management process including installation of all operating system/software vendor security patches.

- ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers, smart phones, and PDAs) with a solution that uses proven industry standard algorithms.
- iii. Prior to disposal, sanitize all DSH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.
- iv. Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

**7. MITIGATION OF HARMFUL EFFECTS:**

- A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by Contractor or its subcontractors in violation of the requirements of this Agreement.

**8. NOTIFICATION OF BREACH:**

- A. During the term of this Agreement, Contractor shall report to the DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured PHI as required by Section 164.410 of the HIPAA regulations.

**9. DISCOVERY OF BREACH:**

- A. Contractor shall immediately notify the DSH Information Security Officer by telephone call and e-mail upon the discovery of breach of security of PHI in all forms (paper, electronic, or oral) if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. If the incident occurs after business hours or on a weekend or holiday and involves PHI, notification shall be provided by calling the DSH Information Security Officer. Contractor shall take:
  - i. prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
  - ii. any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

**10. INVESTIGATION OF BREACH:**

- A. Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 8 hours of discovery (of the breach), Contractor shall notify the DSH Information Security Officer of at least the following:
  - i. what data elements were involved and the extent of the data involved in the breach,

- ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed PHI or confidential data,
- iii. a description of where and when the PHI or confidential data is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed,
- iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending or disclosure and
- v. whether Civil Code sections 1798.29 (Agency) or 1798.82 (Business) or any other federal or state laws requiring individual notifications of breaches are required.

**11. WRITTEN REPORT:**

- A. Contractor shall provide a written report of the investigation to the DSH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

**12. NOTIFICATION OF INDIVIDUALS:**

- A. Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Information Security Officer shall approve the time, manner and content of any such notifications.

**13. DSH CONTACT INFORMATION:**

- A. Contractor shall direct communications to the DSH Information Security Officer and Contractor shall initiate contact as indicated herein. The DSH reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to this Agreement to which it is incorporated.

**Information Security Officer  
Department of State Hospitals – Sacramento  
1600 9<sup>th</sup> Street, Room 260  
Sacramento, CA 95814  
Phone: (916) 654-5432  
E-mail: ISO@dsh.ca.gov**

**14. INTERNAL PRACTICES:**

- A. Contractor shall make Contractor's internal practices, books and records relating to the use and disclosure of PHI received from the DSH, or created, maintained or received by Contractor under this Agreement, available to the DSH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the DSH or by the Secretary, for purposes of determining DSH's compliance with the HIPAA regulations.

**15. EMPLOYEE TRAINING AND DISCIPLINE:**

- A. Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

**16. EFFECT OF TERMINATION:**

- A. Upon termination or expiration of this Agreement for any reason, Contractor shall return, at its sole expense, to the DSH all health records within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by the DSH, destroy all PHI received from the DSH or created or received by Contractor on behalf of the DSH, that Contractor still maintains in any form. Contractor shall retain no copies of such PHI.

However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of this Agreement to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of Contractor, its subcontractor(s), or its agent(s).

**17. MISCELLANEOUS PROVISIONS:**

- A. The DSH makes no warranty or representation that compliance by Contractor with this Agreement that the HIPAA regulations shall be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or shall be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of PHI.
- B. Assistance in Litigation or Administrative Proceedings. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to the DSH at no cost to the DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of Contractor and/or its subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.
- C. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.
- D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable Federal and State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.
- E. A reference in the terms and conditions of this Agreement to any HIPAA regulation relates to that section in effect or as amended.



- F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of this Agreement.

**18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:**

- A. The DSH may immediately terminate this Agreement if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which Contractor is a party.

*Revision 10-01-15*

CCC 04/2017

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. 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.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

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

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Executed in the County of	Executed in the State of
Date Executed	



**FOURTH AMENDMENT TO STANDARD CONTRACT  
BETWEEN COUNTY OF SOLANO  
and  
CALIFORNIA FORENSIC MEDICAL GROUP, INC.**

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This Fourth Amendment is made on November 1, 2018 between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and CALIFORNIA FORENSIC MEDICAL GROUP, INC. ("Contractor").

1. Recitals

- A. The parties entered into a contract dated November 1, 2014 (the "Contract"), as amended by the First Amendment to Standard Contract, dated April 1, 2016, Second Amendment, dated March 20, 2017, and Third Amendment, dated July 1, 2017, in which the Contractor agreed to provide medical, mental health and dental care services to inmates housed within the county adult detention facilities.
- B. The County now needs to increase the amount and extend the term of the Contract by two years, reduce the cost for basic health, mental health, and dental care services due to the lower inmate population and enhance mental health services to include a Jail-Based Competency Treatment program.
- C. This Fourth Amendment represents a net increase of \$24,612,668.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract

Section 2 is deleted in its entirety and replaced with:

The term of this Contract is November 1, 2014 through June 30, 2021.

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is \$77,612,668.

3. Scope of Work

Exhibit A, under Contractor Responsibilities, shall be amended to add Section 11, as follows:

11. Jail-Based Competency Treatment Program

Contractor shall provide staffing, supplies and programming to Solano County's in-house Jail-Based Competency Treatment (JBCT) program for offenders (Patient Inmates) found by the courts to be Incompetent to Stand Trial (IST) for felony charges under Penal Code section 1370. The goal of the JBCT program is to improve the level of cognitive functioning of those Patient Inmates whose return to court is hindered by an inability to comprehend basic legal proceedings and an inability to assist in their own defense. The JBCT program is evidence based, treatment intensive, milieu-based model that quickly facilitates competency through intensive treatment, group and individual therapy. Solano County's JBCT program allows for restoration of competency treatment services for up to 12 Patient Inmates at one time.

#### A. Assessments

- (1) Administer a battery of individualized psychological assessments and testing upon admission. Standardized and semi-structured psychological tests shall be utilized to complete a preliminary assessment of the Patient Inmate's current functioning, likelihood of malingering, and current competency to stand trial.
- (2) Complete additional malingering-specific assessments, integrating additional observable data reported by various disciplines on a 24/7 basis if preliminary assessment suggests the presence of malingering.
- (3) Administer further cognitive assessments based on the specific cognitive deficit identified during the preliminary assessment.
- (4) Administer additional instruments assessing personality and neuropsychiatric symptoms to complete further assessment of psychological functioning.
- (5) Conduct follow up assessments of the Patient Inmate's current competency to stand trial at 30-day intervals or more frequently as needed. The assessment shall ascertain if trial competence is likely and whether medical issues would pose a barrier to treatment. If bio-psychosocial issues contraindicate fast-track jail treatment, Contractor shall refer the Patient Inmate to a state hospital for treatment.

#### B. Individualized Treatment Program

- (1) Identify specific deficits that result in incompetence to stand trial upon admission. Each deficit will be listed on the individualized treatment plan and will be targeted in the Patient Inmate's treatment. Contractor shall use current standardized competency assessment tools, such as the MacArthur Competency Assessment Tool, after considering the totality of clinical and forensic circumstances.
- (2) Provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the Patient Inmate's psychiatric condition, level of functioning, and legal context.
- (3) Develop individualized treatment regimens to the Patient Inmate's specific barrier(s) to trial competency. Deficits identified in the competency assessment upon admission to the JBCT program shall be listed in the individual treatment plan and addressed by specific treatment interventions.
- (4) Conduct case conferences weekly or as needed to re-assess Patient Inmates' progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into Patient Inmates' treatment plans.

#### C. Multi-modal, Experiential Competency Restoration Educational Experience and Components

- (1) Provide educational materials presented in multiple learning formats by multiple staff to each Patient Inmate, e.g., a simple lecture format may be replaced with learning experiences involving discussion, reading, video, and experiential methods of instruction, such as role-playing or mock trial.
- (2) Address the following elements in the education modalities of the competency restoration program, including but not limited to:
  - Criminal charges;
  - Severity of charges, namely Felony vs. Misdemeanor;
  - Sentencing;
  - Pleas including, Guilty, Not Guilty, Nolo Contender and Not Guilty by Reason of Insanity;
  - Plea bargaining;
  - Roles of the courtroom personnel;
  - Adversarial nature of trial process;
  - Evaluating evidence;



- Court room behavior;
  - Assisting counsel in conducting a defense;
  - Probation and Parole; and
  - Individualized instruction as needed
- (3) Provide additional learning experience through increased lecture time, as well as individual instruction to Patient Inmates who are incompetent due to specific knowledge deficits caused by low intelligence, but who may be restored to competence with additional exposure to the educational material.

#### D. JBCT Program Release Plan

Contractor shall develop an individualized release plan for Patient Inmates that have participated in the JBCT program and are returning to the general inmate population. Prior to their release to the general inmate population, Contractor shall meet with the Patient Inmate and communicate the release plan for ongoing mental health care services.

#### E. Medication Administration and Consent

- (1) Contractor's Psychiatrist shall conduct a thorough medication evaluation of the Patient Inmate and shall immediately stabilize Patient Inmate on medications as deemed appropriate.
- (2) Obtain proper authorization (e.g., informed consent for treatment, medication issues) from the Patient Inmates as soon as possible in accordance with professional standards of care and court practices.
- (3) Provide strategies to promote and incentivize voluntary psychotropic medication compliance.
- (4) If involuntary psychotropic medication is not ordered by the court at the time of commitment of a Patient Inmate to the JBCT program and the treating psychiatrist determines that psychotropic medication has become medically necessary and appropriate, Contractor shall request that the court make an order for the administration of involuntary psychotropic medication.
- (5) Administer involuntary psychotropic medication when medically necessary and appropriate upon the issuance of the court order.

#### F. Treatment Protocol

- (1) Provide daily group treatment sessions to Patient Inmates.
- (2) Provide daily individual treatment sessions to each Patient Inmates. Individual sessions may be used to check-in with Patient Inmates and/or discuss key legal elements of the individual's case that may be too sensitive for group discussion.
- (3) Contractor's Psychiatrist shall see each Patient Inmate weekly and more frequent appointments shall be available as needed.
- (4) Together on a weekly basis, the multi-disciplinary treatment team shall review progress of all Patient Inmates admitted within 30 days and thereafter in 14-day intervals. The multi-disciplinary treatment team shall also be responsible for providing the committing court progress reports pursuant to Penal Code section 1370 when a Patient Inmate is under consideration for discharge.

#### G. JBCT Program Staffing

- (1) Classifications and Descriptions of Duties  
Notwithstanding section 5, under Contractor Responsibilities, the additional positions required for the JBCT program are as follows:  
0.5 FTE Program Director. Provides oversight of the JBCT program and ensures delivery of services that are appropriate and efficient and that the program operates at the level

meets Solano County's and CFMG's mutual expectations. Responsible for staff coverage and scheduling, on-call scheduling and assigning responsibilities of program staff.

0.2 FTE Psychiatrist. Serves as the clinical authority and treatment team leader responsible for medication prescribing, management, stabilization and monitoring of the patients in the program. Responsible for providing progress summaries and declarations of competence to the courts.

0.6 FTE Psychologist. Responsible for the competency assessment and implementation and monitoring of the restoration plan upon a Patient Inmate's admission to the program. Will ensure that each patient has a treatment plan tailored to his/her needs and that deficiencies identified are listed and address by specific treatment interventions.

1.0 FTE Mental Health Clinician. Responsible for individual and group therapy sessions focusing on developing coping techniques or other therapeutic strategies that may benefit the patient throughout the restoration and court process.

1.0 FTE Competency Trainer. Responsible for the educational and training component of the JBCT Program. Responsible for teaching basic legal concepts and helping the Patient Inmate understand his/her legal situation.

1.0 FTE Administrative Assistant. Responsible for clerical management of all paperwork, reports, and summaries that may be requested as part of the Patient Inmate's participation in the program and/or legal proceedings.

(2) On-Call

Notwithstanding section 5B, provide on-call psychiatrist 24 hours a day, 7 days a week, 365 days a year dedicated to the JBCT program.

(3) Relief

Provide relief staffing when necessary to cover any vacation or sick days of the Mental Health Clinician, Competency Trainer and Administrative Assistant to ensure program requirements are met.

(4) Time Sheets

Contractor shall be responsible for time and attendance accountability and provide appropriate time records to County upon reasonable demand.

H. JBCT Program Records

Maintain complete, accurate, legible, individual and dated program records in compliance with California State regulations and consistent with community standards of practice. Program records shall be retained in each Patient Inmate's confidential health file.

I. JBCT Program Reports

- (1) Using the DSH's data collection template, Contractor shall submit the data to the DSH and County for each Patient Inmate on a weekly basis with a deadline to be determined by the County.
- (2) Submit daily census reports to the DSH and County upon the first Patient Inmate admission, unless otherwise requested by the DSH.
- (3) Submit an annual summary performance report to the County within 30 days of the end of the fiscal year, to include but not be limited to, the information stated above and:
  - a. The total number of individuals restored to competency;
  - b. The average number of days between program admission and discharge;
  - c. A description of all implementation challenges; and
  - d. Special incident reports
- (4) Provide program data or information, as requested by the County, to assist with submitting reports to DSH.

J. Department of State Hospitals Agreement

Contractor represents that it will adhere to all provisions stated within the agreement between the County and the Department of State Hospitals for the administration of the Jail-Based Competency Treatment program.

Exhibit A, under County Responsibilities, shall be amended to add Section 15, as follows:

15. Jail-Based Competency Program

- A. County shall provide adequate space in Solano County's Justice Center Detention Facility located at 500 Union Avenue in Fairfield, California, in a designated area to include up to 12 single cells, meeting space for group therapy, a private consult room and furniture, fixtures and equipment for the JBCT Program.
- B. For each inmate the County and Contractor determine to be eligible for the program, the following information will be provided to the Contractor:
  - Arrest report
  - Competency Evaluation (Independent)
  - Court Order to Restoration to Competency Program
  - History of any assaultive behaviors (before and after incarceration)
  - A summary of charges and classification
  - Past treatment records: medical and behavioral health history
  - Past and present medications
  - Other relevant information
- C. Provide one FTE Correctional Officer to work with Contractor staff as a part of the multidisciplinary team interacting with Patient Inmates, providing guidance related to activities of daily living, development of programmatic incentives, assisting inmates with behavioral issues, and providing information related to jail and court procedures. The Correctional Officer may co-facilitate informational sessions for Patient Inmates with Contractor staff at the Contractor's request.
- D. Assign a Sheriff's Office Custody Division Manager to act as the program manager and as a liaison between County staff, Contractor staff and the DSH.

4. Payment Provisions

Sections 3 through 6 of Exhibit B, shall be amended as follows:

Section 3 is deleted in its entirety and replaced with:

- A. The base year for basic health, dental and mental health care services is July 1, 2018 through June 30, 2019. The annualized base price is \$10,749,655; however, the first year expenditures are projected at \$7,166,437 (prorated for the remaining 8 months of the base year). The base price was calculated using an average daily facility population of 800 inmates. The base year per diem rate is \$6.85 per day per inmate over the 850 average daily facility population, or under the 750 average daily facility population.
- B. The base year for the JBCT program is January 1, 2019 through December 31, 2019. The annualized base price is \$930,991 plus up to \$49,150 in one- time startup costs in the first year.

Section 4 is deleted in its entirety and replaced with:

The annualized base price and per diem rate is firm for the base year effective July 1, 2018 and ending June 30, 2019 for basic health, mental health and dental care services and effective

January 1, 2019 through December 31, 2019 for the JBCT Program. The price and per diem rate for each subsequent twelve-month period shall be increased by three percent (3%) over the then-current price and per diem rate effective each following July 1 for basic health, dental and mental health care services and November 1 for the JBCT Program. Monthly installments and per diem rate may not be increased or decreased during, and shall remain firm for, any such twelve-month period.

The second and forth sentences of section 5 are amended to read:

The County will be responsible for per diem charges when any quarterly average daily facility population exceeds the 850 average daily facility population. The County shall provide Contractor with daily population numbers on a monthly basis. JBCT program participants are included in the daily population numbers as these inmates still receive basic medical, mental health and dental care services.

The first sentence of section 6 is amended to read:

Should the quarterly average daily facility population in any quarter be less than 750, Contractor shall pay the County a reverse per diem at the per diem rate set forth in section 5 above.

#### 5. Effectiveness of Contract

Except as set forth in this Fourth Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

CALIFORNIA FORENSIC MEDICAL GROUP		COUNTY OF SOLANO	
By _____		By _____	
BRIANA ELVAIAH CHIEF FINANCIAL OFFICER		BIRGITTA E. CORSELLO COUNTY ADMINISTRATOR	
		Approved as to Form:	
		By _____	
		COUNTY COUNSEL	

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

[CFMG Original Contract and Past Amendments](#)



# Solano County

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

## Agenda Submittal

**Agenda #:** 17  
**Type:** Appointment  
**File #:** 18-795  
**Agenda date:** 11/13/2018  
**Status:** Consent Calendar  
**Department:** Board of Supervisors  
**Contact:** Erin Hannigan, 553-5363  
**Final Action:**  
**Title:** Approve the appointment of Manuel Angel to the Solano County Fair Board of Directors, representing District 1, to fill an unexpired term ending August 1, 2019; and Approve the reappointment of Manuel Angel to the Fair Board of Directors, representing District 1, for a subsequent 4 year term to expire August 1, 2023  
**Governing body:** Board of Supervisors  
**District:** District 1  
**Attachments:**

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

### DEPARTMENTAL RECOMMENDATION:

Supervisor Erin Hannigan requests that the Board approve the appointment of Manuel Angel to the Solano County Fair Board of Directors, representing District 1, to fill an unexpired term ending August 1, 2019; and approve the reappointment of Manuel Angel to the Fair Board of Directors, representing District 1, for a subsequent 4 year term to expire August 1, 2023.

### SUMMARY/DISCUSSION:

Manuel Angel was born and raised in Vallejo and enjoyed growing up at the Solano County Fairgrounds, experiencing the Fair during the 90's and learning how to play golf on the Joe Motara Golf Course. Manuel is a recent graduate of the Leadership Vallejo Program and currently is the Marketing Coordinator for Visit Vallejo. Manuel has technical skill experience with cameras, computer technology, design and troubleshooting any task.

### FINANCIAL IMPACT:

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



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	18	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Contract	<b>Department:</b>	First 5 Solano
<b>File #:</b>	18-784	<b>Contact:</b>	Michele Harris, 784-1332
<b>Agenda date:</b>	11/13/2018	<b>Final Action:</b>	

**Title:** Approve an intergovernmental agreement with Yocha Dehe Wintun Nation for revenue of \$1,000,000 for a one-year period (November 2018-October 2019) to implement five projects to improve the health and well-being of the people of Solano County; Approve an Appropriation Transfer Request for \$1,000,000 for FY2018/19 in unanticipated revenue (4/5 vote required); and Delegate authority to the County Administrator to execute the intergovernmental agreement and contracts and agreements related to project implementation

**Governing body:** Board of Supervisors

**District:** All

**Attachments:** A - Agreement, B - Link to Proposal

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 Departments of Health & Social Services (H&SS) and First 5 Solano recommend the Board of Supervisors approve an intergovernmental agreement with Yocha Dehe Wintun Nation for revenue of \$1,000,000 for a one-year period (November 2018-October 2019) to implement five projects to improve the health and well-being of the people of Solano County; Approve an Appropriation Transfer Request for \$1,000,000 for FY2018/19 in unanticipated revenue (4/5 vote required); and Delegate authority to the County Administrator to execute the intergovernmental agreement and contracts and agreements related to project implementation.

### SUMMARY:

In October 2017, the County of Solano and Yocha Dehe Wintun Nation (Yocha Dehe) entered an intergovernmental agreement which provided \$1,000,000 to support three projects to help people in need throughout Solano County: Vibe Solano, a multi-pronged health campaign intended to prevent and reduce chronic diseases; the Mobile Food Pharmacy, a mobile food truck to bring healthy and nutritious food to low-income, food insecure patients of Solano County Family Health Services Medical Clinics; and Helping Families with Basic Needs, a fund to assist families throughout the county to cover their basic living expenses. Numerous families throughout Solano County have benefitted from these three projects.

Based on the success of the initial year of partnership, Yocha Dehe has agreed to a second year of funding to assist the most vulnerable residents of Solano County, including continuing funding for the three Year 1 projects, and expanding to include two new projects which, following the tribe's priorities, expand and leverage

existing resources and fill gaps in community need. The five projects work together toward improving the health and well-being of Solano County residents:

1. Vibe Solano: A multi-pronged health campaign intended to prevent and reduce chronic diseases by increasing access to healthy choices, places, messages and community engagement to make a more vibrant, healthy Solano County;
2. Mobile Food Pharmacy: The “Food is Medicine” Mobile Food Pharmacy project will continue to bring healthy and nutritious food to the low-income, food insecure patients of Solano County Family Health Services Medical Clinics. The 2017-2018 funding was primarily used to purchase and wrap the mobile truck and 2018-2019 funding will contribute to the truck’s operational support;
3. Helping Families with Basic Needs and Opening the First 5 Early Childhood Center: Basic Needs Support Fund will continue to provide basic needs to families in crisis, so the families can focus on stabilizing and strengthening to avoid such crises in the future. Funding will also be used to assist with tenant improvements for establishment of a “First 5 Early Childhood Center,” to provide critical support to families and their young children;
4. Transportation for Seniors: In partnership with the Solano Transportation Authority (STA), this project will involve the acquisition of two paratransit vans so as to meet the transportation needs of senior citizens within the County, particularly those with mobility issues;
5. High School Diploma Scholarship Programs: Through a partnership with the State and County libraries, the program will help people who have faced challenges earn their high school diplomas.

The Yocha Dehe Tribal Council agreed to fund all five projects for one year for a total funding amount of \$1,000,000.

**FINANCIAL IMPACT:**

There is no requirement for local matching funds for implementation of these projects and there is no cost to the General Fund. The costs associated with preparing the agenda item are nominal and absorbed by the department’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 also 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 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.

In December 2016, Supervisor Hannigan first entered discussions with Yocha Dehe staff on their interest in providing funding to Solano County which resulted in the funding of three projects aimed at improving the health and well-being of residents of Solano by targeting high-risk populations via three distinct projects: VibeSolano; a Mobile Food Pharmacy; and Basic Needs Support. These projects, which collectively work



toward creating healthy and strong communities, were implemented beginning October 2017. Some outcomes of the projects during the year include:

- VibeSolano assisted two grocery stores with healthy makeovers to increase healthy foods at checkout; installed 19 water stations in locations that have also agreed to adopt healthy beverage policies; distributed over 20,000 water bottles to students in Title 1 schools; trained 20 community members as lay leaders/coaches to offer free chronic disease prevention and injury prevention classes, thereby helping hundreds of residents take charge of their health; implemented a senior health needs assessment to educate and garner feedback from over 300 seniors on healthy eating, active living, fall prevention, and local resources; collaborated with Sustainable Solano on a local farmer survey to assess what food is grown and where it is sold; completed a media campaign with health and cannabis prevention messages; and conducted a six week pilot farm to fork project to identify operational costs, challenges, distribution mechanisms and options to bring fresh produce and healthy prepared meals to residents.
- A Mobile Food Pharmacy pilot was established, distributing 11,500 pounds of fresh produce to 824 patients and their families. The Mobile Food Pharmacy vehicle was placed into service September 2018.
- The Basic Needs fund assisted 404 families (1482 individuals) throughout Solano County with basic needs to remain safely in their homes. Rental assistance was the highest need, followed by utilities.

Projects for Year 2 include the continuation and expansion of the three Year 1 projects, along with two additional programs to assist adult students in obtaining their high school diploma and to acquire two paratransit vans to assist seniors. The full proposals can be found as Attachment B.

VibeSolano: The mission of VibeSolano (the H&SS Health Promotion and Community Wellness Bureau), is to maximize personal and community wellness by promoting healthy behaviors and environments throughout Solano County. Funding for this project, totaling \$333,500 for Year 2, would allow the continuation of VibeSolano chronic disease prevention projects which started with a Community Transformation Grant in 2012 through the Public Health Institute, funded by the Centers for Disease Control and Prevention. In Year 2 VibeSolano will focus on:

- Chronic disease prevention, especially addressing rates of diabetes and hypertension
- Senior injury prevention through education and safety improvements
- Increasing access to healthy food and drinking water as the beverage of first choice
- Outreach and engagement of the community through primary prevention

Mobile Food Pharmacy: The We're All Family! Mobile Food Pharmacy (MFP), a project of H&SS Family Health Services, proposes to utilize \$225,000 in unspent funds from Year 1 and additional Year 2 funds of \$50,000 to cover operations, supplies and staffing of the MFP vehicle. Patients with chronic disease will receive a prescription for fresh produce that they pick up from the MFP regularly scheduled outside the FHS clinics or alongside the Mobile Medical Clinic. The produce box will contain fruits and vegetables tailored to best support the improvement of the patient's specific chronic condition. Recipe cards corresponding to the produce box received will be included to assist patients in the preparation of healthy and appetizing dishes. Solano County partners with the Food Bank of Contra Costa and Solano to ensure the success of the MFP project.

Helping Families with Basic Needs and Opening the First 5 Early Childhood Center: The Basic Needs Fund, a project of First 5 Solano, will continue with an additional \$200,000 in Year 2 to provide for the immediate basic needs of families in crisis, so the families can focus on stabilizing and strengthening to avoid crisis in the future. First 5 Solano will work with existing partnerships with Family Resource Centers (FRCs) located in

each city in Solano County. In addition, Year 2 includes \$300,000 to assist with tenant improvements for establishment of a First 5 Center in Vallejo. The center will promote and support the health and well-being, social emotional development, and school readiness of young children, along with providing support for parents, such as parent education, access to resources, and peer to peer support.

High School Diplomas: In June 2018, through a partnership of the Solano County Library, the Vallejo Friends of the Library, the Fairfield-Suisun Friends of the Library, the Vacaville Friends of the Library, Solano County Supervisor Erin Hannigan, and matching funds from the California State Library, 10 people earned a high school diploma from Solano County Library's Career Online High School (COHS). \$16,500 from Yocha Dehe in Year 2 will be used to match funds from the California State Library to offer 30 adult learners scholarships to attend the accredited COHS online program and earn their high school diploma, preparing them to engage in higher education or enter the workforce.

Transportation for Seniors: Multiple community meetings and local community-based transportation studies have identified the need to improve access to paratransit to assist low-income seniors and people with disabilities to access medical appointments, social services, and other activities. \$100,000 will be used to partner with Solano Transportation Authority (STA) to purchase two paratransit vehicles for a Vehicle Share Program in which non-profit agencies can borrow the vehicles to transport those in need. STA has committed to provide the ongoing operating cost of the pilot program.

#### **ALTERNATIVES:**

The Board could choose not to approve the intergovernmental agreement or ATR. This is not recommended as the agreement will bring revenue into Solano County for services which will benefit a wide variety of community members. In addition, this will continue the on-going mutually beneficial relationship with the Yocha Dehe Wintun Nation.

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

Solano County Health & Social Services, First 5 Solano, the Solano County Library, and the Solano County Transportation Authority have been working closely with Supervisor Erin Hannigan and the Yocha Dehe Wintun Nation. In addition, the intergovernmental agreement has been reviewed by County Counsel.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
Yocha Dehe Wintun Nation  
AND  
THE COUNTY OF SOLANO  
TO IMPROVE THE HEALTH AND WELL-BEING OF THE PEOPLE OF  
SOLANO COUNTY**

**THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”)** is entered into as of November 1, 2018, between the Yocha Dehe Wintun Nation, a federally recognized tribal government (“Yocha Dehe” or the “Tribe”) and the COUNTY OF SOLANO, a subdivision of the State of California (“County”). Unless identified, the two governments may be referenced herein individually as “Party” or collectively as “Parties”.

**RECITALS**

WHEREAS, Yocha Dehe is a sovereign Native American nation, so recognized by the United States, which operates under its own constitution and under the governance of an elected Tribal Council; and

WHEREAS, Yocha Dehe’s ancestral territory extends throughout the boundaries of Solano County as recognized by the Native American Heritage Commission; and

WHEREAS, because of Yocha Dehe’s historical connection to the lands within Solano County, Yocha Dehe protects the cultural resources affiliated with the Patwin people within Solano County, and in that regard, the Tribe holds an unprecedented cultural easement entered in 2011 with the City of Vallejo to protect the sacred resources and sites at its waterfront park development at Glen Cove from desecration and disturbance; and

WHEREAS, Yocha Dehe is committed to improving the environment, education status, and the health, safety and general welfare of not only its own citizens, but Native American and non-Native American people throughout California; and

WHEREAS, Yocha Dehe feels a particularly deep connection to lands and people within its ancestral territory, including Solano County, and it has a strong commitment to fostering a good-neighbor and government-to-government relationship throughout this territory; and

WHEREAS, with the renegotiation of its Compact with the State of California in 2016, Yocha Dehe is now empowered to redirect payments that would otherwise be deposited in the State’s general fund, to be used in support of worthy programs and local jurisdictions in ways that positively affect people’s lives; and

WHEREAS, Yocha Dehe redirected these “Compact Credits” in 2017-2018 to help residents of Solano County, providing the County \$1 million to fund a variety of health and welfare programs, and given the success of these programs, the Tribe again wants to provide another round of

funding, to support a number of worthwhile programs designed to help people in need within Solano County; and

WHEREAS, the County acting through its Departments of Health & Social Services and First 5 Solano provide services that benefit the Solano community, and the County has presented the Tribal Council with proposals that each entity would deliver, in coordination with other agencies, to help impoverished and needy persons within Solano County; and

WHEREAS; Yocha Dehe desires to partner with the County to support these programs, and provide services which improve the health and well-being of the people of Solano County.

### **FUNDING AGREEMENT**

**NOW, THEREFORE,** in consideration of the mutual promises set forth in this Agreement, the Parties agree:

#### **Part I** **Description of Activities**

Yocha Dehe agrees to provide financial support for the second year, beginning in November 2018, to the following service activities which will be conducted over the following one-year period, also referenced herein individually as “Project” or collectively as “Projects,” with the payment of \$1,000,000 (one million dollars), and with the County to allocate funding among the initiatives (described below and as set forth in Exhibit A):

1. Vibe Solano: A multi-pronged health campaign intended to prevent and reduce chronic diseases by increasing access to healthy choices, places, messages and community engagement to make a more vibrant, healthy Solano County;
2. Mobile Food Pharmacy: The “Food is Medicine” Mobile Food Pharmacy project will continue to bring healthy and nutritious food to the low-income, food insecure patients of Solano County Family Health Services Medical Clinics. While 2017-2018 funding was used to purchase and wrap the mobile van, 2018-2019 funding will contribute to the van’s operational support;
3. Helping Families with Basic Needs and Early Childhood Center: Basic Needs Support Fund will continue to provide basic needs to families in crisis, so the families can focus on stabilizing and strengthening to avoid such crises in the future. Funding will also be used to help construct a “First 5” early childhood center, to provide critical support to families and their young children;
4. Transportation for Seniors: In coordination with the Solano Transportation Authority (STA), this project will involve the acquisition of two paratransit vans so as to meet the transportation needs of senior citizens within the County, particularly those with mobility issues;

5. High School Diploma Scholarship Programs: Through a partnership with the State and County libraries, the program will help people who have faced challenges earn their high school diplomas.

## **Part II**

### **Respective Roles and Responsibilities**

#### **A. County's Role and Responsibilities.**

County agrees to:

1. Complete and/or operate the Projects, as shown in Exhibit A, through October 31, 2019, unless the Parties otherwise agree an extension is appropriate.
2. Provide a mid-course report no later than May 31, 2019 on activities and funding uses for the period November 1, 2018-April 30, 2019, and a final report on all activities and funding uses no later than November 30, 2019.
3. Provide the Tribal Council and staff a tour of the Projects' operations in March 2019, so the Tribe can personally evaluate and assess their success.

#### **B. Yocha Dehe Role and Responsibilities.**

Yocha Dehe agrees to provide a payment to the County, in the amount of \$1,000,000 (one million dollars), within 10 calendar days of this Agreement's execution by the County, with funding to be allocated among the foregoing Projects along the lines of the County's proposal to the Tribe (as presented to Yocha Dehe's Tribal Council on September 25, 2018 and attached as Exhibit A to this Agreement). The funding to the County will be made by a wholly owned tribal entity Yocha Dehe established for the purpose of implementing Compact credits, specifically, *Doyuti T'uhkama* ("Doy-you-tee Tuck-ah-mah"), which means "to give the acorn" in the Tribe's Patwin language.

#### **C. Mutual Responsibilities.**

In the spirit of a respectful government-to-government relationship, the Parties agree to notify the other of information that may be reasonably considered relevant to the Projects, and to communicate that information in a timely format. To the extent that any Party is not performing its duties under this Agreement in such a manner as to impact either the schedule and/or Project funding, the Parties agree to meet and confer to resolve any dispute.

## **Part III**

### **Funding**

Yocha Dehe agrees to provide County \$1,000,000 (one million dollars) for the Projects. Funding shall be payable to the County, and provided in one lump sum within 10 calendar days of execution of this Agreement by the County. The Parties agree that this Agreement is a funding mechanism only, and further believe and agree that none of the activities contemplated by the Projects are a "project" within the meaning of the California Environmental Quality Act ("CEQA"). However, the Parties further agree that any activity essential to the Project and

requiring compliance with any applicable state law (including but not limited to “CEQA”) will be satisfied before the Project may proceed.

**Part IV**  
**General Terms and Conditions**

*A. Term of Agreement*

This Agreement shall remain in effect through October 31, 2019, unless it is terminated or amended earlier as stipulated in this Agreement. This Agreement may be extended upon mutual agreement of the parties to allow for the continued services of the Projects and/or include additional funding opportunities.

*B. Indemnification*

County agrees to indemnify, defend, protect, hold harmless, and release Yocha Dehe, its governing body, agents, officers and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys’ fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of County in the deliverance of, the Projects. Additionally, the County and Yocha Dehe agree that because neither will have a role in the operation of, and are only funding, the paratransit program for senior citizens, a condition to using any funding for that program will require STA to agree in an intergovernmental agreement satisfactory to the Parties to indemnify, defend, protect, hold harmless and release the County and Yocha Dehe, and their respective decision-making/governing bodies, agents, officers and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs or expenses (including attorneys’ fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of STA or its subcontractors in the operation of, the paratransit program.

*C. Insurance*

1. County agrees to maintain its status as a legally self-insured public entity for general, auto and professional liability insurance coverage with limits of no less than \$1,000,000 (one million dollars) per occurrence and no less than \$25,000,000 (twenty-five million dollars) aggregate.
2. County will require all consultants, contractors, and subcontractors engaged to work on this Project to carry insurance in levels commensurate with the exposure of the respective work provided by the consultant, contractor or subcontractor.
3. As a condition to funding the paratransit program, STA shall carry insurance with limits no less than \$5,000,000 (five million dollars), and name the County and Yocha Dehe as an additional Named Insured in connection with that program.

#### *D. No Waiver*

The waiver by any Party of any breach or violation of any requirement of this Agreement shall not be deemed a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

#### *E. Assignability*

No Party to this Agreement shall assign or transfer any interest nor perform any duties or obligations, without the prior written consent of the other Parties, and any attempt by a Party to so assign or transfer this Agreement or any rights, duties or obligations arising shall be void and of no effect.

#### *F. Governing Law and Venue*

The construction and interpretation of this Agreement shall be governed by the laws of California with venue residing in Solano County, except to the extent an issue may be governed by federal law, in which case, federal law would apply.

#### *G. Force Majeure*

No Party shall be liable or deemed in default for any delay or failure in performance under this Agreement or for any interruption of services, directly or indirectly, from acts of god, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of the Party.

#### *I. Subcontracts*

Within the funds allocated by the Parties under this Agreement, any Party may be authorized to contract for any and all of the tasks necessary to undertake the Projects or studies contemplated by this Agreement.

#### *J. Prior Agreements and Amendments*

This Agreement represents the entire agreement of the Parties regarding the matter described, and no representation, warranties, inducements or oral agreements have been made by the Parties except as expressly set forth in this Agreement. This Agreement may only be modified by a written amendment duly executed by the Parties.

#### *K. Severability*

If any provision or portion of this Agreement is found by any court of competent jurisdiction to be unenforceable or invalid such provision shall be severable and shall not impair the enforceability of any other provision of this Agreement.

#### *L. Non-Discrimination Clause*

1. While performing this Agreement, the County and its subcontractors shall deny no benefits or privileges to any person on the basis of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex or sexual orientation, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex or sexual orientation. County shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

2. The Parties shall comply with Title VI of the Civil Rights Act of 1964, the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated under it (Title 2, California Code of Regulations, section 7285.0, et seq.), Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement the foregoing, as such statutes and regulations may be amended from time to time.

Upon execution, this Agreement shall be effective on the day and year first written above.

Yocha Dehe Wintun Nation

By: \_\_\_\_\_  
Anthony Roberts, Tribal Chairman

By: \_\_\_\_\_  
Yocha Dehe Legal Counsel

County of Solano

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

By:  \_\_\_\_\_  
Solano County Counsel



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

[Year 2 Proposal to Yocha Dehe Wintun Nation and Proposal Supplemental Information](#)



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	19	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Report	<b>Department:</b>	County Administrator
<b>File #:</b>	18-794	<b>Contact:</b>	Lisette Estrella-Henderson, 399-4445
<b>Agenda date:</b>		<b>Final Action:</b>	
<b>Title:</b>	Receive a report from County Superintendent of Schools Lisette Estrella-Henderson from the Solano County Office of Education regarding the "State of the Schools" for the 2018-2019 school year in compliance with the Williams Case Settlement		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Letter to the Board		

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 of Supervisors receive a report from County Superintendent of Schools Lisette Estrella-Henderson from the Solano County Office of Education. This report concerns the "State of the Schools" for the 2018-2019 school year related to schools ranked in deciles 1-3 based on the 2012 Academic Performance Index (API).

### **SUMMARY/DISCUSSION:**

This report will include results of visits to schools ranked in deciles 1-3 of the 2012 base Academic Performance Index (API) in compliance with the Williams vs. State of California case settlement. As specified in the California Education Code, it is to describe the state of schools related to sufficiency of instructional materials, compliance with facilities maintenance, and teacher misassignments.

### **FINANCIAL IMPACT:**

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

### **ALTERNATIVES:**

The Board can choose to not receive the report, but it is a legal requirement that the Superintendent present this information to the Board of Supervisors.

### **OTHER AGENCY INVOLVEMENT:**

The County Administrator's Office worked with the Solano County Office of Education to prepare this report.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



**Lisette Estrella-Henderson, Superintendent of Schools**

5100 Business Center Drive, Fairfield, CA 94534-1658

707.399.4400 ★ [www.solanocoe.net](http://www.solanocoe.net)

November 1, 2018

Erin Hannigan, Vice-Chairwoman Supervisor (District 1)

Monica Brown, Supervisor (District 2)

Jim Spering, Supervisor (District 3)

John Vasquez, Chairman Supervisor (District 4)

Skip Thomson, Supervisor (District 5)

Solano County Board of Supervisors

675 Texas Street, Suite 6500

Fairfield, CA 94533

Dear Supervisors:

In order to comply with the Williams Lawsuit Settlement, current law (Section 1240 of California Education Code) requires the County Superintendent, or his/her designee, to report on schools ranked in deciles 1-3 on the 2012 Academic Performance Index (API).

The purpose of the report as specified in California Education Code (EC) Section 1240 is to describe the State of the Schools related to:

1. students having access to “sufficient instructional materials in four core subject areas (English/Language Arts, Mathematics, History/Social Science, Science) and as appropriate, science laboratory equipment, Foreign Languages, and Health”;
2. compliance with facilities maintenance to determine the condition of a facility that “poses an emergency or urgent threat to the health or safety of pupils or staff”; and
3. the school providing accurate data for the annual School Accountability Report Card (SARC) related to instructional materials and facilities maintenance.

The law further requires that the County Superintendent annually monitor and review:

1. teacher misassignments in deciles 1-3 schools; and
2. quarterly reports on complaints filed with the school district concerning insufficient instructional materials, teacher vacancies and misassignment, and emergency or urgent facilities issues under the Uniform Complaint Procedure.

In addition, the County Superintendent is required to determine the condition of school facilities.

Basic terms defined:

- “Sufficient instructional materials” means every pupil, including English Language Learners, has a textbook in the four core areas to use in class and to take home each night to complete required homework assignments.
- “Facilities standards” means that each school district who receives State funding for facilities is required to establish a facilities inspection program and to ensure that each of the schools is maintained in good repair.
- “Good repair” is defined as maintaining schools that are clean, safe, and functional.

The findings are based on an audit of 25% of classrooms in each of the schools visited as well as other facilities as outlined in the Facility Inspection Tool (FIT) including, but not limited to, multi-purpose rooms, restrooms, and playground/school grounds.

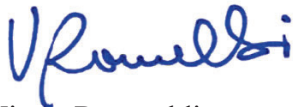
Findings:

Chart B – County Wide Results – shows accumulated data by district for all of the four districts in the six areas we monitored. This data is a compilation of all of the Williams Schools in the county.

Charts C, D, E and F are the results for each district.

In conclusion, the Solano County Office of Education is available to support any actions that need to be taken to address the needs identified in the report.

Sincerely,



Victor Romualdi  
Associate Superintendent of Student Programs and Services

VR:am

Enclosures: Chart A: Williams Lawsuit Schools – Solano County  
Chart B: County Wide Results Summary  
Chart C: Dixon USD Results  
Chart D: Fairfield-Suisun USD Results  
Chart E: Vacaville USD Results  
Chart F: Vallejo City USD Results

**Williams Lawsuit Schools – Solano County - CHART A**  
**Report to the Solano County Board of Supervisors**  
**Williams Lawsuit Deciles 1-3 Schools**  
**2018-2019**

<b>District</b>	<b>School</b>	<b>Decile*</b>	<b>Level</b>
Dixon USD	Anderson Elementary	1	Elementary
Dixon USD	Gretchen Higgins Elementary	2	Elementary
Fairfield-Suisun USD	Anna Kyle Elementary	3	Elementary
Fairfield-Suisun USD	Cleo Gordon Elementary	3	Elementary
Fairfield-Suisun USD	E. Ruth Sheldon Elementary	3	Elementary
Fairfield-Suisun USD	Fairfield High	3	High
Fairfield-Suisun USD	Fairview Elementary	3	Elementary
Fairfield-Suisun USD	Suisun Elementary	3	Elementary
Vacaville USD	Edwin Markham Elementary	2	Elementary
Vacaville USD	Eugene Padan Elementary	3	Elementary
Vallejo City USD	Beverly Hills Elementary	2	Elementary
Vallejo City USD	Dan Mini Elementary	3	Elementary
Vallejo City USD	Elsa Widenmann Elementary	1	Elementary
Vallejo City USD	Federal Terrace Elementary	2	Elementary
Vallejo City USD	Franklin Middle	1	Middle
Vallejo City USD	Glen Cove Elementary	2	Elementary
Vallejo City USD	Grace Patterson Elementary	1	Elementary
Vallejo City USD	Hogan Middle	3	Middle
Vallejo City USD	Johnston Cooper Elementary	3	Elementary
Vallejo City USD	Lincoln Elementary	3	Elementary
Vallejo City USD	Loma Vista Elementary	1	Elementary
Vallejo City USD	Mare Island Elementary	3	Elementary
Vallejo City USD	Solano Middle	1	Middle
Vallejo City USD	Vallejo High	2	High

**County Wide Compilation of Results - CHART B**  
**Report to the Solano County Board of Supervisors**  
**Williams Lawsuit Deciles 1-3 Schools**  
**2018-2019**

<b>District</b>	<b>% of Deciles 1-3 Schools with Sufficient Instructional Materials</b>	<b>Initial FIT Results COE Inspections of Deciles 1-3 Schools</b>	<b>Revised FIT Rating Based on District Remedies</b>	<b>% of Deciles 1-3 Schools with Accurate SARC's</b>	<b>* % of Deciles 1-3 Schools with 20% or More EL Students with Appropriately Credentialed Teachers</b>	<b>Number of Unanswered Complaints in Relation to the Uniform Complaint Procedure</b>
Dixon USD	100%	Exemplary = 0 Good = 0 Fair = 2 Poor = 0	Exemplary = 0 Good = 2 Fair = 0 Poor = 0	100%	100%	0
Fairfield-Suisun USD	100%	Exemplary = 0 Good = 4 Fair = 2 Poor = 0	Exemplary = 5 Good = 1 Fair = 0 Poor = 0	100%	100%	0
Vacaville USD	100%	Exemplary = 0 Good = 2 Fair = 0 Poor = 0	Exemplary = 2 Good = 0 Fair = 0 Poor = 0	100%	100%	0
Vallejo City USD	100%	Exemplary = 0 Good = 6 Fair = 7 Poor = 1	Exemplary = 0 Good = 11 Fair = 3 Poor = 0	100%	100%	0

**Results by School: Dixon Unified School District - CHART C**  
**Report to the Solano County Board of Supervisors**  
**Williams Lawsuit Deciles 1-3 Schools**  
**2018-2019**

					<b>* % of Deciles 1-3 Schools with 20% or More EL Students with Appropriately Credentialed Teachers</b>	<b>Number of Unanswered Complaints in Relation to the Uniform Complaint Procedure</b>
<b>Dixon USD</b>	<b>Sufficient Instructional Materials</b>	<b>COE Inspection Initial FIT Rating</b>	<b>Revised FIT Rating Based on District Remedies</b>	<b>Accurate SARC's</b>		
Anderson Elementary	Yes	Fair (84.02%)	Good (94.59%)	Yes	100%	0
Gretchen Higgins Elementary	Yes	Fair (81.07%)	Good (94.30%)	Yes	100%	0



**Results by School: Fairfield-Suisun Unified School District - CHART D**  
**Report to the Solano County Board of Supervisors**  
**Williams Lawsuit Deciles 1-3 Schools**  
**2018-2019**

<b>Fairfield-Suisun USD</b>	<b>Sufficient Instructional Materials</b>	<b>COE Inspection Initial FIT Rating</b>	<b>Revised FIT Rating Based on District Remedies</b>	<b>Accurate SARC's</b>	<b>* % of Deciles 1-3 Schools with 20% or More EL Students with Appropriately Credentialed Teachers</b>	<b>Number of Unanswered Complaints in Relation to the Uniform Complaint Procedure</b>
Anna Kyle Elementary	Yes	Good (95.75%)	Exemplary (100%)	Yes	100%	0
Cleo Gordon Elementary	Yes	Good (98.45%)	Exemplary (100%)	Yes	100%	0
E. Ruth Sheldon Elementary	Yes	Fair (81.44%)	Exemplary (100%)	Yes	100%	0
Fairfield High	Yes	Fair (89.11%)	Good (98.73%)	Yes	100%	0
Fairview Elementary	Yes	Good (94.76%)	Exemplary (100%)	Yes	100%	0
Suisun Elementary	Yes	Good (93.66%)	Exemplary (100%)	Yes	100%	0

**Results by School: Vacaville Unified School District - CHART E**  
**Report to the Solano County Board of Supervisors**  
**Williams Lawsuit Deciles 1-3 Schools**  
**2018-2019**

					<b>* % of Deciles 1-3 Schools with 20% or More EL Students with Appropriately Credentialed Teachers</b>	<b>Number of Unanswered Complaints in Relation to the Uniform Complaint Procedure</b>
<b>Vacaville USD</b>	<b>Sufficient Instructional Materials</b>	<b>COE Inspection Initial FIT Rating</b>	<b>Revised FIT Rating Based on District Remedies</b>	<b>Accurate SARC's</b>		
Markham Elementary	Yes	Good (97.29%)	Exemplary (100%)	Yes	100%	0
Padan Elementary	Yes	Good (98.33%)	Exemplary (100%)	Yes	100%	0

**Results by School: Vallejo City Unified School District - CHART F**  
**Report to the Solano County Board of Supervisors**  
**Williams Lawsuit Deciles 1-3 Schools**  
**2018-2019**

<b>Vallejo City USD</b>	<b>Sufficient Instructional Materials</b>	<b>COE Inspection Initial FIT Rating</b>	<b>Revised FIT Rating Based on District Remedies</b>	<b>Accurate SARC's</b>	<b>* % of Deciles 1-3 Schools with 20% or More EL Students with Appropriately Credentialed Teachers</b>	<b>Number of Unanswered Complaints in Relation to the Uniform Complaint Procedure</b>
Beverly Hills Elementary	Yes	Good (93.04%)	Good (96.11%)	Yes	100%	0
Dan Mini Elementary	Yes	Fair (85.78%)	Good (95.66%)	Yes	100%	0
Elsa Widenmann Elementary	Yes	Fair (81.44%)	Good (93.44%)	Yes	100%	0
Federal Terrace Elementary	Yes	Fair (88.09%)	Good (94.85%)	Yes	100%	0
Franklin Middle	Yes	Poor (72.64%)	Fair (78.19%)	Yes	100%	0
Glen Cove Elementary	Yes	Good (91.21%)	Good (93.61%)	Yes	100%	0
Grace Patterson Elementary	Yes	Fair (87.50%)	Fair (87.50%)	Yes	100%	0
Hogan Middle	Yes	Fair (89.58%)	Good (90.89%)	Yes	100%	0
Johnston Cooper Elementary	Yes	Fair (79.05%)	Fair (86.57%)	Yes	100%	0
Lincoln Elementary	Yes	Good (94.79%)	Good (96.36%)	Yes	100%	0
Loma Vista Elementary	Yes	Good (91.94%)	Good (96.65%)	Yes	100%	0
Mare Island Elementary	Yes	Fair (87.33%)	Good (93.88%)	Yes	100%	0
Solano Middle	Yes	Good (95.85%)	Good (97.04%)	Yes	100%	0
Vallejo High	Yes	Good (96.67%)	Good (97.68%)	Yes	100%	0



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	20	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	Board of Supervisors
<b>File #:</b>	18-741	<b>Contact:</b>	Michelle Heppner, 784-3002
<b>Agenda date:</b>	11/13/2018	<b>Final Action:</b>	

**Title:** Receive a presentation on the federal proposed change in the public charge rule that will allow non-cash benefits to be considered in determining whether someone is a public charge and thus prevent someone from adjusting immigration status; Receive public comments regarding the proposed rule change; Direct staff to draft and submit public comment responses consistent with opposing the proposed regulations during the 60-day public comment period, which spans from publication of the proposed rule change in the Federal Register on October 10, 2018, through December 10, 2018; and Consider adopting a resolution to declare the Board's opposition to the proposed rule change to 'public charge' determinations and express the potential harm it would cause to Solano County and its residents

**Governing body:** Board of Supervisors  
**District:** District 1 and District 2  
**Attachments:** A - Resolution

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

### **DEPARTMENTAL RECOMMENDATION:**

It is recommended that the Board of Supervisors:

1. Receive a presentation on the federal proposed change in the public charge rule that will allow non-cash benefits to be considered in determining whether someone is a public charge and thus prevent someone from adjusting immigration status; and
2. Receive public comments regarding the proposed rule change; and
3. Direct staff to draft and submit public comment responses consistent with opposing the proposed regulations during the 60-day public comment period, which spans from publication of the proposed rule change in the Federal Register on October 10, 2018, through December 10, 2018; and
4. At the request of Supervisor Monica Brown, consider adopting a resolution opposing the proposed rule change to 'public charge' determinations and express the potential harm it would cause to Solano County and its residents.

### **SUMMARY:**

On October 10, 2018 the Department of Homeland Security (DHS) published proposed changes to the 'public charge' rules in the Federal Register. "Public charge", a long-standing provision in U.S. immigration law, is a test used by U.S. Citizenship and Immigration Services (USCIS) as a factor in determining who will be granted entry into the United States, who can renew certain temporary visas and who can obtain Lawful Permanent Residency (LPR) - also known as a green card. Currently, financial factors taken into consideration only includes the receipt of cash benefits or institutionalization for long-term care at government expense. Current federal guidelines do not allow federal officials to consider the use of non-cash benefits, such as nutrition assistance, housing subsidies, or healthcare programs such as Medicaid (Medi-Cal in California), in public charge assessments. While the proposed public charge changes are primarily directed toward those applying for Lawful Permanent Residency (LPR) or adjusting or extending visas for those already in the United States, there could be an overall chilling effect of causing uncertainty and confusion among the entire community of immigrant families about using public programs for themselves and their children. Not only would disenrollment or foregone enrollment lead to worse health outcomes and greater poverty risk for the immigrant families foregoing benefits, but public health at-large could be affected by sicker individuals in the community, increased emergency room use and uncompensated care.

#### **FINANCIAL IMPACT:**

The cost for preparing this report is nominal and absorbed in the District 2 FY2018/19 Adopted Budget.

#### **DISCUSSION:**

On October 10, 2018 the Department of Homeland Security (DHS) published proposed changes to the 'public charge' rules in the Federal Register. Public charge is a term used in immigration law to describe someone who is likely to become dependent on the government for subsistence. "Public charge", a long-standing provision in U.S. immigration law, is a test used by U.S. Citizenship and Immigration Services (USCIS) as a factor in determining who will be granted entry into the United States, who can renew certain temporary visas and who can obtain Lawful Permanent Residency (LPR) - also known as a green card. Public charge does not apply to some categories of immigrants such as refugees, persons granted asylum and certified trafficking victims. In addition, there is no public charge test when individuals apply for naturalization (citizenship).

At its regularly scheduled meeting on November 5, 2018, the Solano County Legislative Committee discussed the proposed public charge rule. A copy of the Legislative agenda and materials pertaining to the item can be accessed via the following link:

[<http://www.solanocounty.com/civicax/filebank/blobdload.aspx?BlobID=29424>](http://www.solanocounty.com/civicax/filebank/blobdload.aspx?BlobID=29424)

In addition, the link below provides access to the 183-page proposed public charge rule as published in the Federal Register on October 10, 2018:

<https://www.federalregister.gov/documents/2018/10/10/2018-21106/inadmissibility-on-public-charge-grounds>  
>

Until now, financial factors taken into consideration only included the receipt of cash benefits or institutionalization for long-term care at government expense. Current guidelines do not allow federal officials to consider the use of non-cash benefits, such as nutrition assistance, housing subsidies, or healthcare programs such as Medicaid (Medi-Cal in California), in public charge assessments. However, the proposed rules expand the definition of 'public charge' to include those non-cash benefits.

In addition, the proposed rule suggests factoring in the income of applicants for the first time. Earning less than 125 percent of the federal poverty level (\$25,975 for a family of three) would count against applicants, while earning more than 250% of the federal poverty level (\$51,950 for a family of three) would give them a boost.

The DHS' revised policy "Inadmissibility on Public Charge Grounds" proposes expanding the types of benefits that could be used as grounds to reject a legally present immigrant's application to keep his/her legal status to stay in the U.S. or to become a lawful permanent resident (obtain a green card). Programs that would be included are: Supplemental Nutrition Assistance Program (Calfresh in California); Non-Emergency Medicaid (Medi-Cal in California); Low Income subsidies under Medicare Part D; Section 8 Vouchers and project -based subsidies, and public housing. Under current law, receipt of these services are not considered as factors in determining public charge. The proposed rule does not give a definitive answer on whether enrollment in the Children's Health Insurance Program (CHIP) could jeopardize green card applications, instead soliciting specific feedback on that question.

The public charge test has been in place for decades, however the new proposed rule changes takes this principle in a new direction, and, if adopted, the new public charge tests would ultimately punish lawful, working immigrants for accessing non-cash health, nutrition, and housing support programs that are designed to help families succeed and thrive in Solano County. The proposed rule changes could have a negative direct impact on the well-being of immigrant families in Solano County who lawfully receive this assistance.

Most people, as well as immigrants, who access Calfresh (nutrition assistance), Medi-Cal (health coverage), and housing assistance are working families. These programs help them stay healthy and productive. These supports for working families are especially important in our high-cost area, with many immigrants holding lower-paying jobs. Access to critical benefits is often necessary for a short time in order to help immigrants become assimilated and ultimately prosper. In some cases, the proposed public charge changes may lead some immigrant families to feel they must choose between getting food, health care, and services they need, and their ability to obtain lawful permanent resident status (green card), and ultimately citizenship, that they are legally on track to achieve.

The proposed changes to the public charge rules may also indirectly impact health and economic factors for the community as a whole. Nearly 20 percent of Solano residents were born outside of the United States, a figure that represents the area's diverse population. Thirty seven percent (37%) of the children in Solano County (age 0-17) live with at least one parent who was born outside of the United States. The parents include naturalized citizens, green card holders, and those who are aiming to become citizens. The children are largely U.S. citizens.

The proposal itself has caused a chilling effect on the use of programs. H&SS and the Food Bank of Contra Costa and Solano County already report an increase in client confusion and concerns regarding public charge. Not only would disenrollment or foregone enrollment lead to worse health outcomes and greater poverty risk for the families foregoing benefits, but public health at-large could be affected by sicker individuals in the community, increased emergency room use and uncompensated care. Sicker individuals are less productive economically, and sicker children are known to have greater difficulty in school. There would be economic impacts as well: decreased revenues to health care providers, pharmacies, grocery and other retailers as a result of these impacted families foregoing nutrition assistance and medical coverage; and increased costs for organizations serving the immigrant community.

When the 60 day comment period expires on December 10, 2018, DHS will review the comments and possibly make revisions before issuing final regulations. Nothing will change until the final rule goes into effect. The process is expected to stretch into 2019. Solano County and H&SS staff are coordinating to draft and submit public comment responses in opposition to the proposed regulations during the 60-day public comment period.

Solano County remains committed to delivering important public services and benefits to every one of our residents, regardless of immigration status. Currently, there are no new laws affecting the way H&SS determines eligibility to public assistance benefits. H&SS continues to process applications and renewals of benefits as the department did before. As of today, the proposed rule changes to public charge, if adopted, will not impact eligibility for public benefit programs. However, if adopted, the regulations could change the ability for specific immigrant families to adjust their immigration status if those households choose to lawfully access non-cash nutrition assistance, health coverage, or housing support programs.

In light of the confusion, questions, and concerns, H&SS has begun to disseminate communication to staff and is in process of drafting a plan for maintaining timely and accurate communication to ensure public facing staff are informed and able to refer the public toward relevant legal resources regarding public charge. H&SS staff, including eligibility workers, should not be providing advice regarding immigration consequences of participating in public benefits. Every individual's circumstances are unique and immigration advice should be provided by a qualified legal professional. There are many factors which determine whether an individual may be considered a public charge.

In addition, H&SS has begun to post public education materials and continues to draft additional materials. H&SS is currently drafting a plan for maintaining timely and accurate information and plans to collaborate with relevant stakeholders on community outreach to inform the public with the goal to minimize miscommunication and the potential chilling effect.

In addition to the discussion at the Legislative Committee on November 5, 2018, Supervisor Monica Brown is requesting the Board of Supervisors consider adopting a Resolution opposing the proposed rule change to 'public charge' determinations to express the potential harm it would cause to Solano County and its residents.

#### Next Steps

At the Board of Supervisors direction, staff will work with the County's federal advocacy team, Paragon Government Relations in Washington, D.C., to draft public comments consistent with the Boards direction. Staff will bring the proposed comments back to the Board on December 4, 2018 for approval prior to submitting them to the Federal Register during the 60-day public comment period, which ends on December 10, 2018.

#### ALTERNATIVES:

The Board could choose not to approve the recommendations. This is not recommended. While the proposed changes to the 'public charge' rules are targeted primarily to those applying for Lawful Permanent Residency (LPR) for those already in the United States, if adopted, there could be an overall chilling effect causing uncertainty and confusion among the entire community of immigrant families about using public programs for themselves and their children. This potentially could have larger public health impacts should these families decide to forego the use of nutrition assistance, health coverage, and housing assistance programs.

The Board could choose not to approve this resolution. That is not recommended as the proposed rule change will impact immigrant families in Solano County. Opposing this rule change will help to ensure immigrants feel safe when accessing government services.

#### OTHER AGENCY INVOLVEMENT:

None.

#### CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

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

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS  
OPPOSING THE PROPOSED PUBLIC CHARGE RULE**

**Whereas**, on October 10, the U.S. Department of Homeland Security (DHS) released a notice of proposed rulemaking (NPRM) redefining the meaning of “public charge”. – a term used by federal immigration authorities to determine whether an individual seeking immigration status is likely to become primarily dependent on the federal government for subsistence; and

**Whereas**, the DHS also posted a proposed “public charge” regulation in the Federal Register (83 FR 51114), asking the public to submit comments during the 60-day public comment period, which spans from publication of the proposed rule change in the Federal Register on October 10, 2018, through December 10, 2018; and

**Whereas**, if adopted, the rule change proposal would expand the definition of public charge to include non-cash benefits, such as nutrition assistance, housing subsidies, healthcare programs such as Medicaid; and

**Whereas**, many families not subject to a public charge determination may nevertheless choose to forgo benefits for which they qualify, out of fear that their status could otherwise be in jeopardy; and

**Whereas**, families avoiding these services could compromise the health, well-being and safety of all Solano County residents and adding additional barriers to accessing programs will drive up poverty among families with children and have lasting consequences on the well-being of immigrant families and the communities in which they live.

**Resolved**, that the Solano County Board of Supervisors hereby opposes the public charge rule change and remains committed to delivering important public services and benefits to every one of our residents, regardless of immigration status.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on November 13, 2018 by the following vote:

AYES:           SUPERVISORS           \_\_\_\_\_

\_\_\_\_\_

NOES:           SUPERVISORS           \_\_\_\_\_

EXCUSED:       SUPERVISORS           \_\_\_\_\_

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

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

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





# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	21	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Miscellaneous	<b>Department:</b>	Resource Management
<b>File #:</b>	18-810	<b>Contact:</b>	Matt Walsh, 784-6765
<b>Agenda date:</b>	11/13/2018	<b>Final Action:</b>	
<b>Title:</b>	Direct staff to form a 2020 Census Complete Count Committee to assist with the public outreach for the upcoming 2020 Census and to encourage public participation in responding to the census, and to provide direction on the makeup and formation of the committee		
<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 Department of Resource Management recommends that the Board of Supervisors direct staff to form a 2020 Census Complete Count Committee (CCC) to assist with the public outreach for the upcoming 2020 Census and to encourage public participation in responding to the census, and to provide direction on the makeup and formation of the committee.

### **SUMMARY:**

The U.S. Census Bureau is requesting local agency assistance and the formation of local CCCs to help market the 2020 Census and encourage participation in hard to reach communities. Staff is requesting Board support to form a CCC and to encourage city staff participation on the CCC.

### **FINANCIAL IMPACT:**

County staff support for this initial census related work, including the cost of preparing this Board item, is borne by the long-range planning budget. Should more extensive staff hours be necessary, it is anticipated that the County will apply for grant funds as described below.

### **DISCUSSION:**

#### **Background**

The U.S. Constitution mandates that a headcount occur every ten years, of everyone residing in: the 50 states, Puerto Rico, and the Island Areas of the United States. It includes people of all ages, races, ethnic groups, citizens, and noncitizens. The next census occurs in 2020. The goal of the 2020 Census is to count everyone once, only once, and in the right place. The population totals from this census will determine the

number of seats each state has in the House of Representatives. The totals are also used to redraw states' legislative districts. The US Census Bureau is required to submit state population totals to the President of the U.S. by December 31, 2020. The totals also affect funding, and data collected in the census help inform decision makers how their community is changing. Approximately \$675 billion in federal funding is distributed to states and communities each year based on census data. The Census Bureau further states that approximately \$20,000 is lost by states and local governments for every person not counted in the census.

In addition to determining seats in the House, census data is used by the federal government to allocate funds in many areas:

- Title I grant funding to educational agencies (school districts)
- Head Start programs
- Women, Infants, and Children (WIC) program
- Public transportation
- Road rehabilitation and construction
- Programs for the elderly
- Emergency food and shelter

In 2020, new technology will be used to make it easier to respond to the census. For the first time, people will be able to respond online, by phone, or by mail. The Census Bureau also states that it will be automating its field operations.

#### 2020 Census Timeline and Key Dates

The following represents the operational timeline for the 2020 Census activity:

November 2017: Local Update of Census Addresses begins (*Solano County completed this in March 2018*)  
October 2018: Partnership specialists begin working for Census Bureau  
Jan.-March 2019: Open 40 new census field offices  
May 2019: Complete County Committee established  
June-Sept. 2019: Open 208 census offices  
August 2019: Conduct in-field address canvassing  
Jan. 2020: Advertising begins  
March 2020: Self-response begins  
April 1, 2020: Census Day  
May 2020: Non-response follow-up begins  
Dec. 31, 2020: Apportionment counts to the President  
March 31, 2021: Redistricting counts to the States

#### State Complete County Commission (SCCC) and Complete Count Committees (CCC)

California's Complete Count effort is a statewide outreach and awareness campaign designed to encourage and support full participation by all Californians in the upcoming 2020 Census. The state is devoting significant resources to the campaign because California, with its very diverse populations that risk being undercounted, faces the greatest barriers in the nation to ensure an accurate count and therefore receiving its fair share of federal funding and Congressional representation. The state seeks to reach the more than 13.5 million total households to raise awareness of the 2020 Census and motivate the hardest to count residents to respond.

The state is focusing its communication and outreach efforts on the area of greatest need: communities historically undercounted in the Census. These populations, called "hard to count" (HTC), are least likely to respond to the Census questionnaire without specialized outreach and assistance. The state's goal is to meet or exceed the U.S. Census Bureau's nationwide target to achieve a 60.5% self-response rate from people in all communities.

HTC census tracts are defined by the U.S. Census Bureau based on a range of housing, demographic, and socioeconomic variables that correlate with undercounts. They include population density, and percentage of:

- Immigrants and foreign born
- Linguistically isolated people
- Persons who are not high school graduates
- Person who are unemployed
- Number of vacant housing units in an area
- Specific ethnic and minority populations
- Renters and children
- Densely populated communities with multi-unit housing, public assistance characteristics
- Native Americans living on tribal lands.

To this end, the Census Bureau is seeking assistance from individuals, groups, and organizations that can help build awareness of and participation in the census. The Census Bureau is promoting the formation of State Complete County Commissions (SCCC) and local Complete County Committees (CCC). The SCCC provides high-level oversight for a state's participation in the 2020 Census. Further, the SCCC identifies and secures funding necessary to carry out the goal of getting an accurate count. They also work to encourage local governments to form CCCs. A SCCC membership may include: a governor, majority/minority leaders in the state house, heads of major counties, mayor of large cities, heads of major community/business organizations, or faith based/education/health care/media communities.

Local CCCs are formed at the local government level, usually by the legislative body or highest elected official. Membership can vary, depending on how the agency chooses to set up its CCC. Members can represent a cross section of the community and may include the areas of government, education, media, business, religion, and community groups. The size and number of members depend greatly on what works best for each jurisdiction.

It is anticipated that a CCC in Solano County should include at least one representative from each of its city agencies, since many of the hard to reach communities are likely to be located within the cities. These representatives will likely have good knowledge of community groups and organizations that can assist in outreach efforts. Other representatives may include staff from the County's Health and Social Services Department and Public Information Officer who can assist with marketing and communication to clients who may fall into the HTR community.

Any additional direction from the Board on the makeup of a CCC and/or nature of outreach efforts is certainly helpful.

#### Budget

The state has budgeted \$90.3 million to be allocated for statewide outreach and media campaigns, in an effort to reach the HTC areas and communities. Approximately \$26 million is anticipated to be allocated specifically to counties. As of the drafting of this staff report, it is unknown exactly how the funds will be allocated to counties. It is anticipated any formula will be based on total County population and on the percentage of communities with known hard to count populations. The allocation methodology is expected to be released on November 9, 2018, with instructions on how to apply for grant funding to be developed in the following weeks. Once the grant application process is released, staff will return to the Board and seek direction to apply for the applicable funds, likely with a resolution.

#### ALTERNATIVES:

The Board could choose not to participate in forming a CCC. This is not recommended because obtaining an

accurate count for the Census helps to ensure proper funding is directed to the State and to local communities and ensures accurate congressional representation.

**OTHER AGENCY INVOLVEMENT:**

The entire 2020 Census effort is led by the U.S. Census Bureau. Due to the importance of getting an accurate count, the State of California Government Operations Agency (GovOps) is providing state support and funding to local agencies and community groups. Since many of the HTC communities are located within the cities, it is anticipated that city staff will need to provide representation on a CCC.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	22	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Ordinance	<b>Department:</b>	Resource Management
<b>File #:</b>	18-808	<b>Contact:</b>	Eric Wilberg, 784-6765
<b>Agenda date:</b>	11/13/2018	<b>Final Action:</b>	
<b>Title:</b>	Public Hearing to consider Policy Plan Overlay No. PP-17-01 of Canon Partners, LLC to apply a policy plan overlay to 83.5 acres located at 5204 North Gate Road, adjacent to the City of Fairfield within the Exclusive Agriculture "A-80" Zoning District to permit the addition of transitional industrial and transitional commercial uses; APNs 0166-040-060 and 0166-050-100 and consider adoption of a Mitigated Negative Declaration of Environmental Impact as recommended by the Solano County Planning Commission		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Ordinance, B - Planning Commission Resolution 4661 with Draft Ordinance, C - Planning Commission Minutes September 6 2018, D - Links to Initial Study and Mitigated Negative Declaration, E - Infrastructure Discussion, F - Public Notice, G - 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. Waive reading of the policy plan overlay ordinance;
2. Conduct a public hearing to consider Policy Plan Overlay PP-17-01 of Canon Partners, LLC;
3. Adopt the Mitigated Negative Declaration prepared for the project; and
4. Adopt the attached ordinance enacting the policy plan overlay district that includes land use and development standards and a site development plan.

### SUMMARY:

Cannon Partners, LLC is the developer of portions of the Fairfield Train Station Specific Plan project area focusing on the commercial and industrial components for the project. Development of the Train Station Plan requires the relocation of existing businesses from their existing locations to a future industrial area within the Specific Plan Area. Some of those businesses will require a temporary location until municipal services are extended to the future industrial sites(s) within the City of Fairfield.

Cannon Partners is proposing to locate certain industrial businesses on lands in the unincorporated County on a temporary basis until their permanent home within the City of Fairfield is available and, accordingly, has filed

an application to develop these temporary uses under a Policy Plan Overlay (PP-17-01).

At its meeting on September 6, 2018 the Planning Commission considered Policy Plan Overlay No. PP-17-01 of Canon Partners, LLC to apply a policy plan overlay to 83.5 acres located at 5204 North Gate Road. At the conclusion of the public hearing, the Commission adopted Resolution No. 4661 which includes: 1) an ordinance amending Chapter 28 of the Solano County Code to rezone 83 acres located east of the intersection of North Gate Road and Canon Road by adding a policy plan overlay district to the property, 2) land use and development standards for the district, and 3) a site development plan. The resolution recommends adoption of the Mitigated Negative Declaration and approval of the project to the Solano County Board of Supervisors.

### **FINANCIAL IMPACT:**

The applicant has paid the requisite filing fees for the policy plan overlay application. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

### **DISCUSSION:**

#### *Statement of Purpose*

The purpose and intent of Policy Plan Overlay District No. PP-17-01 is to provide for the establishment of general and specific site development standards for the limited term use of the project site for land uses being displaced by the construction of the Fairfield Train Station Specific Plan improvements. Under this policy plan overlay, development of the property shown on the Site Development Plan is consistent with the General Plan and the underlying Exclusive Agriculture Zoning District.

The project site is located within the Travis Reserve designation of the County General Plan. Staff conferred with Travis AFB on the application. The Base has no objections to the proposal for the temporary industrial businesses at this location.

#### *Limited Term*

This ordinance shall remain in effect only until December 31, 2028, and as of that date is repealed, unless a later enacted ordinance, that is enacted on or before December 31, 2028, deletes or extends that date.

Permitted land uses within the policy plan area would operate for fixed term until December 31, 2028, commencing on the effective date of the policy plan overlay. Additional permitting would be necessary should the need for those uses continue beyond the ten year fixed term.

### **Allowed Uses and Permit Requirements**

Table 28.68.17-01 of the Land Use and Development Standards for the policy plan overlay specifies the land uses allowed within the overlay district and the land use permit required to establish each use. In addition to the land use permit required by Table 28.68.17-01, special requirements may also apply to certain uses.

### **Existing Use**

#### *Go Green Recycling*

One such business, Go Green Asphalt, Inc., is operating at this location pursuant to Use Permit U-15-05

granted by the Planning Commission in 2015. The Go Green facility operates as a construction debris recycling yard which accepts, processes, and stores concrete, asphalt, and soil. Asphalt and concrete are accepted from slabs, roof tiles, sidewalks, driveways, curbs, pipe, roadways, parking lots, etc. Materials are sourced from various construction sites and crushed on-site in the unenclosed material storage and processing area. These materials are then imported, processed, and sold as needed for re-use as base rock and sold wholesale to contractors and municipalities. A significant portion of Go Green's work is processing concrete and asphalt materials from the Travis AFB runway restoration project.

On September 6, 2018 the Planning Commission granted approval of a minor revision to the use permit to convert the existing operation to an Inert Debris (Type A) Recycling Center which would allow for increased storage times of processed and unprocessed materials on-site. The approval of the revision is conditioned to be contingent upon the approval of the policy plan overlay by the Board and not become valid unless and until the zoning overlay district becomes effective.

### **Future uses**

The policy plan overlay anticipates establishing another six transitional land uses in addition to the Go Green facility on lease areas ranging generally in size from 5 to 11 acres. The first such use is Bubbling Well Pet Memorial Park Inc. described in further detail below. A summary of the anticipated types of land uses and permitting requirements can be found in the attached documents.

#### *Bubbling Well Pet Memorial Park Inc.*

The property owners have identified Bubbling Well Pet Memorial Park Inc. as a lessee to locate on 4.5 acres at the southwest corner of the project site. Bubbling Well, formerly located at 5054 Peabody Road within the Fairfield Train Station Plan area, provides cremation services, both private and communal, for domestic pets (dogs, cats, etc.) in addition to farm animals including goats, sheep, and horses. Cremation services are also provided to Pet Hospitals and Pet Emergency Clinics in Solano County as well as the Solano County Society for the Prevention of Cruelty to Animals (SPCA) and in some cases to Solano County Animal Control.

On September 6, 2018 the Planning Commission granted approval of Use Permit application No. U-17-03 to establish and operate a pet crematorium within the boundaries of the policy plan overlay. The use permit approval is conditioned to be contingent upon the approval of the policy plan overlay by the Board and not become valid unless and until the zoning overlay district becomes effective.

#### *Agricultural Buffer*

The project also includes an agricultural buffer area along the northern and western extent of the policy plan overlay boundaries. The buffer area includes soil infill to slope away from constructed berms out towards the natural grade of the lot. An orchard is intended to be planted within these areas.

### **Infrastructure**

Reference Attachment D for a discussion of infrastructure to serve the project.

### **General Plan and Zoning Consistency**

The project is located within an area designated Agriculture by the Solano County General Plan Land Use Diagram. The project is also located within the Travis Reserve Area which provides for future expansion of Travis Air Force Base and support facilities for the base. The general plan designates the Travis Reserve for the "ongoing agricultural and open space uses" within the reserve area. The Department is recommending

that short-term temporary nonresidential uses may also be considered, subject to a discretionary permit approval.

Permitted land uses within the policy plan area would operate for fixed term of ten (10) years, commencing on the effective date of the policy plan overlay. Additional permitting would be necessary should the need for those uses continue beyond the ten year fixed term.

The site is also located within the Municipal Service Area of the City of Fairfield. Upon annexation, land uses on the property would be subject to the zoning and general plan designations of the City of Fairfield. No municipal services will be extended to the property included within the overlay district.

The subject site is zoned Exclusive Agriculture "A-80". As seen on the General Plan/Zoning Consistency Table (Table LU-7 General Plan), the zoning is consistent with the general plan designation. In addition, transitional industrial and commercial land uses are permissible within the Exclusive Agriculture zoning district. Policy Plan Overlay PP-17-01 incorporates those uses to the subject site and establishes applicable development standards.

#### **Environmental Analysis:**

The Department of Resource Management has prepared a Draft Initial Study and Mitigated Negative Declaration "IS/MND" pursuant to the California Environmental Quality Act for this project. The environmental documents have been circulated and made available for public review and comment from May 29, 2018 through June 27, 2018. The Draft MND identified certain potentially significant impacts together with proposed mitigations to reduce the impacts to less than significant along with other impacts determined to be less than significant. These mitigation measures have been incorporated into the Land Use and Development Standards for the policy plan overlay district.

*Reference Initial Study and Mitigated Negative Declaration attached.*

#### **Public Hearing Notice:**

In accordance with Solano County Zoning Regulations, notice of a public hearing was published at least 15 days before the scheduled hearing in the Fairfield Daily Republic.

#### **ALTERNATIVES:**

The Board could choose any of the following alternative actions:

- 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. Retain the Exclusive Agriculture "A-80" zoning, by denying the proposed overlay district. This alternative is not recommended because approval of the rezone petition is consistent with the General Plan.

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

As part of the Department of Resource Management project review process, the application, Initial Study, and Negative Declaration have been reviewed by various County Departments, as well as Local and Regional Agencies. The following entities may have jurisdiction over the project and have been afforded the opportunity to provide comment on the project:



*Local Agencies*

City of Fairfield  
Solano County Department of Resource Management  
Solano Irrigation District  
Vaca-Elmira Fire District

*Regional and State Agencies*

Air Port Land Use Commission - Solano County ALUC

The proposed zoning amendment was submitted to the Airport Land Use Commission as required under state law. The Commission found the ordinance consistent with the various airport land use compatibility plans.

Bay Area Air Quality Management District  
Central Valley Regional Water Quality Control Board  
State Department of Water Resources

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

## **ORDINANCE NO. 2018 - \_\_\_\_\_**

### **AN ORDINANCE AMENDING CHAPTER 28 OF THE SOLANO COUNTY CODE TO REZONE 83± ACRES LOCATED EAST OF THE INTERSECTION OF NORTH GATE ROAD AND CANON ROAD BY ADDING A POLICY PLAN OVERLAY DISTRICT TO SUCH PROPERTY (PP-17-01)**

The Board of Supervisors of the County of Solano ordains as follows:

#### **SECTION I**

Pursuant to Chapter 28, Section 28-68, of the Solano County Code (Zoning Regulations), Policy Plan Overlay District PP-17-01, as set forth in Exhibit A attached hereto, is adopted and applied to a 83± acre portion of property identified as Assessor's Parcel Numbers 0166-040-060 and 0166-050-100, as shown in the Development Plan included in Exhibit A.

#### **SECTION II**

The Board of Supervisors has made the following findings in regard to the zoning amendment described in Section I of this ordinance:

1. The proposed development is in conformity with the Solano County General Plan with respect to land use, population densities and distribution, traffic circulation, public sewer and water service, and other pertinent aspects of the General Plan.

The adoption of the Policy Plan Overlay district would conform to the existing General Plan, thereby permitting development of the property with land uses, population densities, utilities, and traffic circulation as envisioned by the General Plan.

The project is located within an area designated Agriculture by the Solano County General Plan Land Use Diagram. The project is also located within the Travis Reserve Area which provides for future expansion of Travis Air Force Base and support facilities for the base. The general plan designates the Travis Reserve for the "ongoing agricultural and open space uses" within the reserve area. The Department is recommending that short-term temporary nonresidential uses may also be considered, subject to a discretionary permit approval.

Permitted land uses within the policy plan area would operate for fixed term of ten (10) years, commencing on the effective date of the policy plan overlay. Additional permitting would be necessary should the need for those uses continue beyond the ten year fixed term.

The site is also located within the Municipal Service Area of the City of Fairfield. Upon annexation, land uses on the property would be subject to the zoning and general plan designations of the City of Fairfield.

The subject site is zoned Exclusive Agriculture "A-80". As seen on the General Plan/Zoning Consistency Table (Table LU-7 General Plan), the zoning is consistent with the general plan designation. In addition, transitional industrial and commercial land uses are permissible within the Exclusive Agriculture zoning district. Policy Plan Overlay PP-17-01 would incorporate those uses to the subject site and establishes applicable development standards.

2. The proposed development is designed to produce an environment of stable and desirable character consistent with all applicable goals, objectives, policies, proposals, criteria, standards and procedures of the general plan.
3. The proposed development meets applicable development requirements and where possible, exhibits creativity and innovation in architectural, engineering, planning, and environmental design.
4. The proposed Policy Plan Overlay district is consistent with the Travis Air Force Base Land Use Compatibility Plan in that any site improvements associated with the Policy Plan Overlay district will have no material impact on Base operations or expansion.
5. The proposed Policy Plan Overlay district would be supportive of Travis Air Force Base operations by providing for short term transitional uses such as asphalt recycling which services runway repairs at the Base.
6. The proposed Policy Plan Overlay district limits building and improvements to those that are temporary in nature and easily dismantled or moved to allow restoration of the property back to long term agricultural use of the property.
7. No municipal services will be extended to the property included within this Policy Plan Overlay district.
8. The project has been reviewed and processed in accordance with the California Environmental Quality Act (CEQA) and the County CEQA Guidelines. Adequate mitigation is provided for any use, process, equipment, or materials which are found to be objectionable or to be injurious to property located in the vicinity by reason of odor, fumes, dust, smoke, cinders, glare, unsightliness, hazardous materials, traffic congestion, or to involve any hazard of fire or explosion.

The Department of Resource Management has prepared a Draft Initial Study and Mitigated Negative Declaration "IS/MND" pursuant to the California Environmental Quality Act for this project. The environmental documents have been circulated and made available for public review and comment from May 29, 2018 through June 27, 2018. The Draft MND identified certain potentially significant impacts together with proposed mitigations to reduce the impacts to less than significant along with other impacts determined to be less than significant. All of the proposed mitigation measures have been incorporated into the Land Use and Development Standards for Policy Plan Overlay District No. PP-17-01.

On September 6, 2018 Solano County Planning Commission reviewed the Mitigated Negative Declaration and proposed Policy Plan Overlay District No. PP-17-01, and recommended to the Board of Supervisors that it adopt the Mitigated Negative Declaration and Policy Plan Overlay District. The Board has read, considered and adopted the Mitigated Negative Declaration.

### **SECTION III**

A summary of this ordinance shall be published once in the Daily Republic, a newspaper of general circulation in the County of Solano, not later than fifteen (15) days after the date of its passage and adoption and shall take effect thirty (30) days from and after its passage.

### **SECTION IV**

This ordinance shall remain in effect only until December 31, 2028, and as of that date is repealed, unless a later enacted ordinance, that is enacted on or before December 31, 2028, deletes or extends that date.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on November 13, 2018, by the following vote:

AYES:	Supervisors	_____
		_____
NOES:	Supervisors	_____
EXCUSED:	Supervisors	_____

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

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

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

**Exhibit A:** Land Use and Development Standards for Policy Plan Overlay No. PP-17-01

**Canon Partners LLC Policy Plan Overlay District  
PP-17-01  
Land Use and Development Standards**

**Statement of Purpose**

The purpose and intent of this Policy Plan Overlay District (PP-17-01) is to provide for the establishment of general and specific site development standards for the limited term use of the project site during the construction and relocation of land uses within the Fairfield Train Station Specific Plan area. Under this policy plan overlay, development of the property shown on the Site Development Plan is consistent with the General Plan and the underlying Exclusive Agriculture Zoning District.

**Limited Term**

A use permit shall be required whenever development is proposed within the policy plan overlay area. Any use permit granted within the policy plan overlay shall be issued for a fixed term, not to exceed ten (10) years, commencing on the effective date of PP-17-01. One extension for up to ten year may be granted if, at the time of the extension request, the City of Fairfield has approved the extension of municipal services to the designated Fairfield Train Station Specific Plan area just west of the project site within the City of Fairfield. The provision of municipal services to Fairfield Train Station Specific Plan area would allow for the relocation of permitted uses from within the policy plan overlay area.

**Allowed Uses and Permit Requirements**

Table 28.68.17-01 identifies the land uses allowed within the policy plan overlay and the land use permit required to establish each use. In addition to the land use permit required by Table 28.68.17-01, special requirements may also apply to certain uses.

**Land Use Regulations**

Where the last column in Table 28.68.17-01 (Land Use Regulations) includes a section number, e.g. 28.71.20(A), the zoning regulations in the referenced section apply to the use. Where the last column includes a chapter number, e.g. Chapter 13.6, the regulations in the referenced Solano County Code apply to the use. Provisions in other sections of this Zoning Ordinance may also apply.

**Prohibited Uses**

All uses not specifically identified herein as permitted uses, accessory, or conditional uses are prohibited within the area shown on the Development Plan.

**Site Development and Other Standards**

All uses shall comply with the provisions of Article IV, Section 28-90 Site Development and Other Standards which includes standards for parking, signs and other project elements.

**Architectural Review**

Architectural Approval may be required for certain uses in compliance with Section 28.102 (Architectural Approval).

### **Performance Standards**

**Limitations** - The construction, occupancy, and use of proposed buildings and surrounding lease areas shall be in accord with the plans and information submitted with Policy Plan Overlay application PP-17-01 and as approved by the Solano County Board of Supervisors.

**Prevention of Nuisances** - The permittee shall take such measures as may be necessary or as may be required by the County to prevent offensive noise, lighting, dust, or other impacts which constitute a hazard or nuisance to surrounding property.

**Lighting and Glare** - All lighting shall be shielded to prevent any light spillover onto surrounding properties. A lighting plan providing the location, light intensity and direction, construction and materials shall be submitted by the permittee prior to building permit issuances.

**Structures** - Any structure constructed pursuant to this Policy Plan Overlay shall be temporary in nature by use of materials that allow for quick dismantling or modular and easily movable.

**Municipal Services** - No municipal services may be extended to the subject property covered under this overlay.

**Fencing** - All fencing shall be maintained plumb, level, and in a structurally sound condition.

**Potable Water Requirements** - Per Health and Safety Code section 116275, a Public Water System permit from the State of California Water Board, Division of Drinking Water shall be obtained and maintained valid, including all operating, monitoring, reporting and notification requirements for a Public Water System shall be met. The responsibility for providing potable water to the property, which includes obtaining and maintaining compliance with the permit conditions, lies with the property owner.

The initial phase of the project includes the Bubbling Well facility, which, will derive its water supply from an on-site water well and is not considered a state regulated Public Water System. Therefore, at a minimum, the onsite water supply shall meet the same requirements as those for a State Small Water System HSC § 116275 (n), regardless of the number of connections.

This requires obtaining an annual County State Small Water System permit (CCR Title 22 §64211), and monitoring the water supply per CCR Title 22 § 64212 and 64213) for constituents and reporting test results to the Solano County Environmental Health Division at the frequency required for a State Small Water System. If there are less than 5 service connections, then coliform testing only needs to be performed annually. In the event samples do not meet drinking water standards, Environmental Health Division requires disinfection procedures and more frequent sample testing.

Environmental Health shall only permit one State Small Water System on the legal lot. Environmental Health will require a water infrastructure design plan upon initial application for the State Small Water System permit that shows how all of the business lots will be connected to the water system. Multiple State Small Water System permits can be issued, if at such a time subdivision of the property occurs, creating separate legal lots.

As this is considered a temporary Policy Plan Overlay, Environmental Health shall require a post closure plan upon initial application for the State Small Water System permit. The post closure plan shall include a description of how the water infrastructure will be installed, maintained, and tracked to ensure that upon expiration of the Policy Plan Overlay all remnants of the water system infrastructure can be removed from the ground to allow for the return of the parcel to agricultural land.

Once the service population exceeds the threshold of serving 25 or more people for 60 or more days of the year, or the number of water service connections exceeds 14, the property shall obtain and maintain a Public Water System permit from the Division of Drinking Water.

The application shall be submitted and approved and all required monitoring and testing shall be conducted prior to final inspection from the Building Division.

The permittee shall certify the number of employees and customers/visitors using the water supply and the number of connections attached to the water supply to the Environmental Health Division on an annual basis.

The owner of the water supply system shall provide sample results for other constituents as required by the Environmental Health Services Division within 30 days of a written directive to provide such results.

Any cost incurred by the Environmental Health Division above that recovered through any annual permit fee for work performed associated with the water supply shall be paid at the current hourly rate for Environmental Health Division within 30 days of invoice.

**Septic System Requirements** -The design and specification of the septic system shall include plans that show the proposed system detail and the placement of the leachfield in the area tested and identified for leachfield construction.

The site testing and an on-site sewage disposal system design shall be prepared by a Professional Civil Engineer, Certified Engineering Geologist, or a Registered Environmental Health Specialist. The designer shall certify and stamp the design prior to approval of the on-site sewage disposal system permit.

The onsite sewage disposal system shall not serve more than one parcel. Solano County Code Chapter 6.4 does not apply to a Community Sewage Disposal System. A Community Sewage Disposal System is defined in Chapter 6.4 as a system that accepts sewage from two or more separate lots.

Septic system design for capacity greater than 10,000 gallons per day shall require permitting through the State Water Board.

**Fire Protection Requirements** - An onsite fire protection system for the proposed buildings shall be designed, installed, and maintained by the permittee, including provision for the adequate storage of water for fire suppression purposes. The permittee shall hire a qualified fire prevention engineer to prepare a fire protection plan for the property which shall be approved by the Fire Protection District and the County of Solano prior to building permit issuances.

**Dust Control** - The permittee shall implement a plan for dust control which shall include, at a minimum, the following items:

- a. All material stockpiled on site shall be sufficiently watered to prevent fugitive dust from leaving property boundaries and causing a public nuisance. Watering shall occur at least once a day with complete site coverage, preferably in the mid-morning hours.
- b. All on site areas with vehicle traffic shall be watered periodically or have dust palliatives applied for stabilization of dust emissions.
- c. All trucks hauling dirt, sand, aggregates or other loose materials shall be covered or shall maintain at least two feet of freeboard (i.e. minimum vertical distance between top of load and trailer).

**Site Appearance** - The permittee shall maintain the project site in a neat and orderly manner and kept free of accumulated debris or junk.

**Drainage Improvements** - The permittee shall furnish a hydrologic study prepared by a licensed civil engineer to demonstrate that permanent storm drain facilities can be designed and constructed within the Policy Plan Overlay to satisfy County Code section 31-26 and Section 31-30 "General Design Principles and Standards" showing no increased rate of run off. All current County and State stormwater requirements must be met. The applicant will need to indicate the general location of significant storm drainage improvements on the grading permit site plan. The site plan will need to show that surface water runoff created by any impervious surface on site is retarded by appropriate structural and vegetative measures so that flow rates at the discharge point don't exceed flows prior to any historical development on site. Such improvements need to be contained within the property boundary.

**Development Site Plan** - Attachment A



**TABLE A 28.68.17-01 of ALLOWED USES**

A= Allowed by right, AP= Administrative Permit, MUP= Minor Use Permit, UP= Use Permit, E=Exempt, - - - = Prohibited		
ALLOWED USES* *See Definitions Section 28-01	Permit Requirements	Land Use Regulations** **See Section 28-70.10
	<b>PP-17-01</b>	
<b>AGRICULTURAL USES</b>		
<b>A. CROP PRODUCTION AND GRAZING</b>		
Agricultural accessory structures	A	28.71.10(B)(1)
Cultivated and irrigated farming	A	28.71.10
Non-irrigated and non-cultivated farming, Grazing	A	28.71.10
Grazing or pastured livestock	A	28.71.10
Pastured Poultry		28.71.30(A) & (B)(4)
<i>Not adjacent to a R District</i>	A	
<i>Adjacent to a R District</i>	MUP	
<i>With an agricultural commercial kitchen</i>	MUP	
<i>With sales</i>	MUP	
<i>With more than 4 crowing fowl</i>	UP	28.71.30(A) & (B)(4)
<b>B. AGRICULTURAL PROCESSING USES</b>		
Agricultural processing facility	UP	28.71.20(A) & (B)(1)
Aquaculture	UP	
Nursery with public sales	A	28.71.20(A) & (B)(2)
<b>C. ANIMAL FACILITIES AND OPERATIONS</b>		
Confined animal facility, including dairy		
<i>Small</i>	MUP	28.71.30(A) & (B)(1)
Fowl and Poultry Ranch		
<i>Small (100 - 1,000 birds)</i>	MUP	28.71.30(A) & (B)(2)
<i>Large (1,001 birds or more)</i>	UP	
Hog Ranch		
<i>Small (20 - 100 hogs)</i>	AP	28.71.30(A) & (B)(3)
<i>Medium (101 - 750 hogs)</i>	MUP	
<i>Large (751 hogs or more)</i>	UP	
Slaughterhouse		
<i>Small Slaughterhouse (1,000 head per year or less)</i>	MUP	28.71.30(A) & (B)(5)
<i>Large Slaughterhouse (More than 1,000 head per year)</i>	UP	28.71.30(A) & (B)(5)
<b>D. OTHER AGRICULTURAL OPERATIONS</b>		
Agricultural employee housing	AP	28.71.40(A) & (B)(1)
HCD Agricultural employee housing	A	28.71.40(A) & (B)(3)
Labor Camp	MUP	28.71.40(A) & (B)(4)
Temporary Commercial Coach	AP	28.71.40(A) & (B)(5)

A= Allowed by right, AP= Administrative Permit, MUP= Minor Use Permit, UP= Use Permit, E=Exempt, - - - = Prohibited		
ALLOWED USES*	Permit Requirements	Land Use Regulations**
*See Definitions Section 28-01		**See Section 28-70.10
	PP-17-01	
<b>RESIDENTIAL USES</b>		
<b>A. TEMPORARY RESIDENTIAL USES</b>		
Security quarters for a construction site (commercial coach, manufactured home or recreational vehicle)	UP	28.72.20(A) & (B)(1)
Temporary Manufactured Home Storage	UP	28.72.20(A) & (B)(4)
Temporary single family home	UP	28.72.20(A) & (B)(6)
<b>B. AGRICULTURAL AND ANIMAL FACILITIES INCIDENTAL TO A RESIDENCE</b>		
Small Kennel or Cattery	MUP	28.72.30(A) & (B)(3)
Stable, private	MUP	28.72.30(A) & (B)(5)
<b>C. OTHER RESIDENTIAL USES</b>		
Cottage Industry		
<i>Type I</i>	UP	28.72.40(A) & (B)(1)
<i>Type II</i>	UP	
Home occupation		
<i>Type I</i>	MUP	28.72.40(A) & (B)(2)
<i>Type II</i>	MUP	

A= Allowed by right, AP= Administrative Permit, MUP= Minor Use Permit, UP= Use Permit, E=Exempt, - - - = Prohibited		
ALLOWED USES*	Permit Requirements	Land Use Regulations**
*See Definitions Section 28-01		**See Section 28-70.10
	PP-17-01	
RECREATION, EDUCATION AND PUBLIC ASSEMBLY USES		
RETAIL AND OFFICE USES		
A. RETAIL USES		
Farm/Ranch Supply Store	MUP	28.74.10(A) & (B)(5)
Roadside Stand		
1,000 square feet or less in size	A	28.74.10(A) & (B)(8)
Between 1,000 and 2,500 square feet	AP	
Greater than 2,500 square feet in size	MUP	
Non-agricultural product sales, less than 10%.	A	
Non-agricultural product sales, between 10% and 25%	MUP	
Non-agricultural product sales, greater than 25%	UP	
Any of the above with a Certified Farmers Market		
Small Certified Farmers Market	AP	28.74.10(A) & (B)(8); 28.75.20(A) & (B)(2)
Medium Certified Farmers Market	MUP	
B. OFFICE USES		
Agricultural Research Facility		
Small (less than 20,000 sq. ft.)	AP	28.74.20(A) & (B)(1)
Medium (between 20,000 and 40,000 sq. ft.)	MUP	
Large (more than 40,000 sq. ft.)	UP	
COMMERCIAL SERVICE USES		
A. COMMERCIAL SERVICES		
Large Animal Hospital or Veterinary Clinic	MUP	28.76.20(A) & (B)(1)
Kennel or Cattery, Large	MUP	28.76.20(A) & (B)(2)
Transitional Commercial	UP	28.76.20(A) & (B)(3)

A= Allowed by right, AP= Administrative Permit, MUP= Minor Use Permit, UP= Use Permit, E=Exempt, - - - = Prohibited		
ALLOWED USES*	Permit Requirements	Land Use Regulations**
*See Definitions Section 28-01		**See Section 28-70.10
	PP-17-01	
<b>INDUSTRIAL, MANUFACTURING, PROCESSING AND WHOLESALE USES</b>		
<b>A. Industrial, Manufacturing and Processing Uses</b>		
Transitional Industrial	UP	28.77.10(A) & (B) (4)
<b>COMMUNICATION AND INFRASTRUCTURE USES</b>		
<b>A. COMMUNICATION USES</b>		
<b>Wireless communication facilities</b>		
Co-locations	MUP	28.78.10(A) & 28.81
New towers	UP	
<b>B. INFRASTRUCTURE USES</b>		
Non-commercial wind turbine		
100 feet or less in height	MUP	28.80
Over 100 feet in height	UP	
Pipeline, transmission or distribution line, in R.O.W.	A	28.78.20(A) & (B)(8)
Refuse, disposal, incineration, recycling or composting	UP	28.78.20 (B)(3)

**General site and building standards**

Subdivisions, new land uses, main buildings including temporary residential uses, and alterations to existing land uses and buildings, shall be designed, constructed, and/or established in compliance with the applicable development standards delineated or referenced in Table B 28.68.17-01.

**TABLE B 28.68.17-01 of DEVELOPMENT STANDARDS**

<i>Development Standards for Main Building &amp; Temporary Residential Uses</i>	
	<b>PP-17-01</b>
<b>MAIN BUILDING</b>	
Setbacks to Property Lines <sup>(1)</sup>	
Front	<i>30 feet, but at least 50 feet from the street centerline and unless otherwise indicated by building lines on the Zoning Maps.</i>
Sides (each)	<i>20 feet</i>
Rear	<i>25 feet</i>
Between structures <sup>(2)</sup>	<i>10 feet</i>
Height limit	<i>35 feet, and as allowed by 28-93 Special regulations</i>
Height limit for agricultural processing uses	<i>50 feet, and as allowed by 28-93 Special regulations</i>

**Notes:**

- (1) Other setbacks may be required for specific uses listed in Table 28.68.17-01, as provided elsewhere in this Chapter.
- (2) Other separation between structures may be required by County Building Code.

## Accessory Buildings and Structures

New accessory buildings and other structures, including alterations to existing accessory buildings and other structures, shall be designed, constructed, and/or established in compliance with the applicable development standards in Section 28.71.10(B)(1) and in the table below.

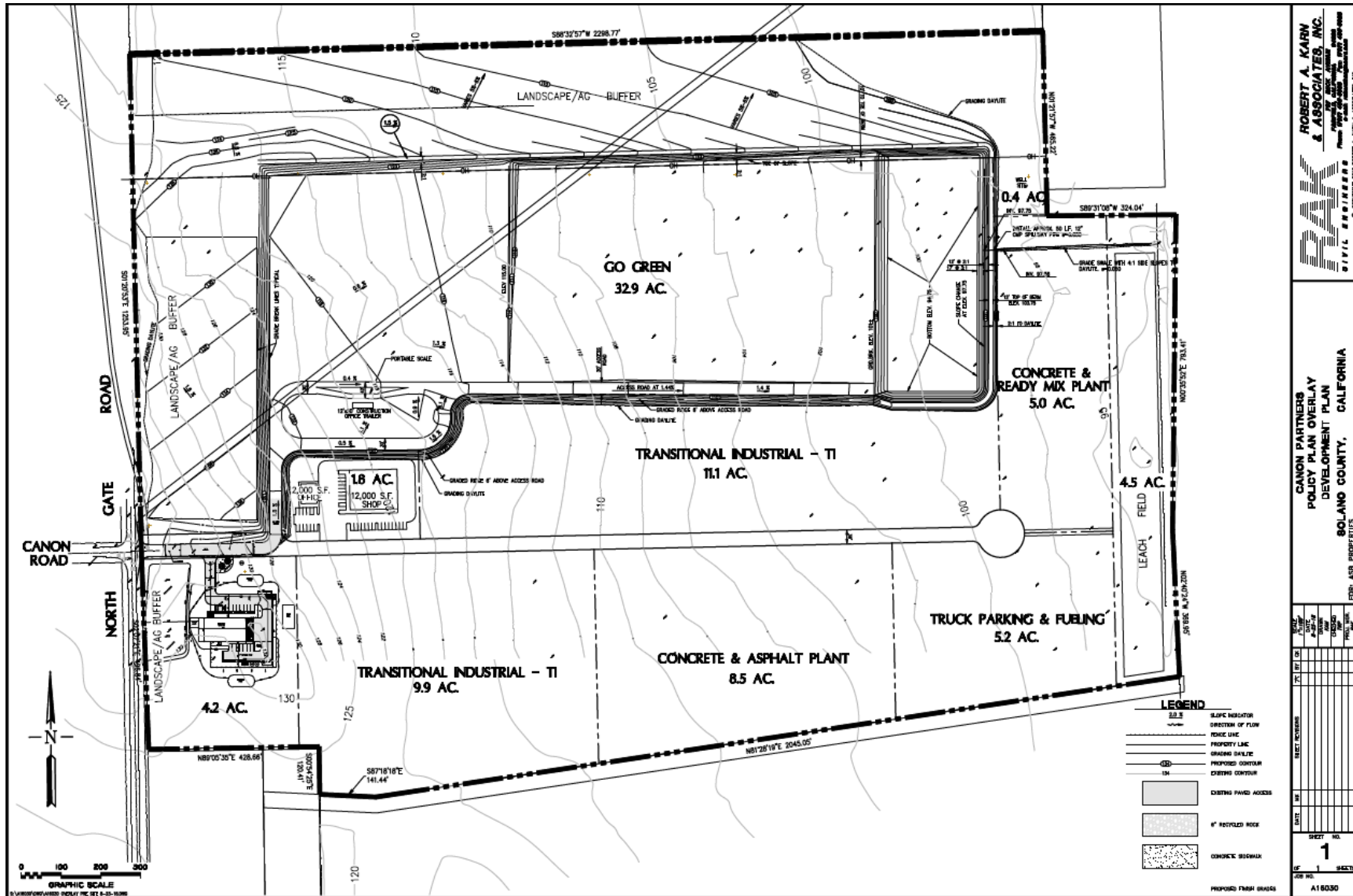
**TABLE C 28.68.17-01 of DEVELOPMENT STANDARDS, ACCESSORY BUILDINGS**

<i>DEVELOPMENT STANDARDS FOR ACCESSORY BUILDINGS</i>	
	<b>PP-17-01</b>
<b>AGRICULTURAL ACCESSORY BUILDINGS <sup>(1)</sup></b>	
Setbacks <sup>(2)</sup>	
Attached	<i>An accessory building attached to the main building shall comply with the setback requirements for the main building</i>
Detached	
Front	<i>60 feet or on the rear 50% of the lot</i>
Sides (each)	<i>20 feet</i>
Rear	<i>20 feet</i>
Between structures	<i>10 feet from any dwelling or other main building on the same lot Stables: 20 feet from any dwelling or other main building on the same lot</i>
Height limit	<i>35 feet, and as allowed by 28-93 General Building regulations</i>
Height limit for agricultural processing uses	<i>50 feet, and as allowed by 28-93 Special regulations</i>
Parking	<i>As required by 28-94, Parking Requirements</i>
Signs	<i>See Section 28.96 Signs</i>
<b>RESIDENTIAL ACCESSORY BUILDINGS <sup>(1)</sup></b>	
	<b>PP-17-01</b>
Setbacks <sup>(2)</sup>	
Attached	<i>An accessory building attached to the main building shall comply with the setback requirements for the main building</i>
Detached	
Front	<i>60 feet or on the rear 50% of the lot</i>
Sides (each)	<i>20 feet</i>
Rear	<i>20 feet</i>
Between structures	<i>10 feet from any dwelling or other main building on the same lot Stables: 20 feet from any dwelling or other main building on the same lot</i>
Height limit	<i>35 feet, and as allowed by 28-93 Special regulations</i>
Parking	<i>As required by 28-94, Parking Requirements</i>
Signs	<i>See Section 28.96 Signs</i>

### Notes

- (1) Does not include a secondary dwelling as defined in Section 28-01.
- (2) Other separation between structures may be required by County Building Code.

# Exhibit A Attachment A Development Site Plan





**SOLANO COUNTY PLANNING COMMISSION  
RESOLUTION NO. 4661**

**RESOLUTION RECOMMENDING ADOPTION OF THE MITIGATED NEGATIVE  
DECLARATION FOR THE CANON PARTNERS, LLC PROJECT AND APPROVAL  
OF POLICY PLAN OVERLAY PP-17-01, TO THE SOLANO COUNTY BOARD OF  
SUPERVISORS**

---

**WHEREAS**, the Solano County Planning Commission, after proper notice, conducted a public hearing on September 6, 2018, related to the Canon Partners, LLC project, including the draft Mitigated Negative Declaration prepared for the project and Policy Plan Overlay PP-17-01; and

**WHEREAS**, after considering the draft Mitigated Negative Declaration, any comments received during the public review process on that document, and all public testimony offered at the hearing, the County Planning Commission has determined that there is no substantial evidence that the Canon Partners, LLC project will have a significant effect on the environment, and that the draft Mitigated Negative Declaration reflects the County of Solano's independent judgment and analysis; and

**WHEREAS**, after public testimony and due deliberation, the Solano County Planning Commission has determined that the proposed policy plan overlay is appropriate and desirable and will be consistent with the General Plan and underlying zoning, as amended.

**RESOLVED**, that the Solano County Planning Commission does hereby recommend adoption of the draft Mitigated Negative Declaration and approval of the proposed policy plan overlay ordinance attached hereto as Attachment 1.

\*\*\*\*\*

I hereby certify that the foregoing resolution was adopted at the regular meeting of the Solano County Planning Commission on September 6, 2018 by the following vote:

AYES:	Commissioners	<u>Hollingsworth, Bauer and Acting Chairperson</u>
		<u>Walker</u>
NOES:	Commissioners	<u>None</u>
ABSTAIN:	Commissioners	<u>None</u>
ABSENT:	Commissioners	<u>Rhoads-Poston and Cayler</u>

By: \_\_\_\_\_  
Bill Emlen, Secretary

**ORDINANCE NO. 2018-\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 28 OF THE SOLANO COUNTY CODE  
TO REZONE 83± ACRES LOCATED EAST OF THE INTERSECTION OF NORTH GATE  
ROAD AND CANON ROAD BY ADDING A POLICY PLAN OVERLAY DISTRICT TO SUCH  
PROPERTY (PP-17-01)**

---

The Board of Supervisors of the County of Solano ordains as follows:

**SECTION I**

Pursuant to Chapter 28, Section 28-68, of the Solano County Code (Zoning Regulations), Policy Plan Overlay District PP-17-01, as set forth in Exhibit A attached hereto, is adopted and applied to a 83± acre portion of property identified as Assessor's Parcel Numbers 0166-040-060 and 0166-050-100, as shown in the Development Plan included in Exhibit A.

**SECTION II**

The Board of Supervisors has made the following findings in regard to the zoning amendment described in Section I of this ordinance:

1. The proposed development is in conformity with the Solano County General Plan with respect to land use, population densities and distribution, traffic circulation, public sewer and water service, and other pertinent aspects of the General Plan.

The adoption of the Policy Plan Overlay district would conform to the existing General Plan, thereby permitting development of the property with land uses, population densities, utilities, and traffic circulation as envisioned by the General Plan.

The project is located within an area designated Agriculture by the Solano County General Plan Land Use Diagram. The project is also located within the Travis Reserve Area which provides for future expansion of Travis Air Force Base and support facilities for the base. The general plan designates the Travis Reserve for the "ongoing agricultural and open space uses" within the reserve area. The Department is recommending that short-term temporary nonresidential uses may also be considered, subject to a discretionary permit approval.

Permitted land uses within the policy plan area would operate for fixed term of ten (10) years, commencing on the effective date of the policy plan overlay. Additional permitting would be necessary should the need for those uses continue beyond the ten year fixed term.

The site is also located within the Municipal Service Area of the City of Fairfield. Upon annexation, land uses on the property would be subject to the zoning and general plan designations of the City of Fairfield.

The subject site is zoned Exclusive Agriculture "A-80". As seen on the General Plan/Zoning Consistency Table (Table LU-7 General Plan), the zoning is consistent with the general plan designation. In addition, transitional industrial and commercial land uses are permissible within the Exclusive Agriculture zoning district. Policy Plan Overlay PP-17-01 would incorporate those uses to the subject site and establishes applicable

development standards.

2. The proposed development is designed to produce an environment of stable and desirable character consistent with all applicable goals, objectives, policies, proposals, criteria, standards and procedures of the general plan.
3. The proposed development meets applicable development requirements and where possible, exhibits creativity and innovation in architectural, engineering, planning, and environmental design.
4. The proposed Policy Plan Overlay district is consistent with the Travis Air Force Base Land Use Compatibility Plan in that any site improvements associated with the Policy Plan Overlay district will have no material impact on Base operations or expansion.
5. The proposed Policy Plan Overlay district would be supportive of Travis Air Force Base operations by providing for short term transitional uses such as asphalt recycling which services runway repairs at the Base.
6. The proposed Policy Plan Overlay district limits building and improvements to those that are temporary in nature and easily dismantled or moved to allow restoration of the property back to long term agricultural use of the property.
7. No municipal services will be extended to the property included within this Policy Plan Overlay district.
8. The project has been reviewed and processed in accordance with the California Environmental Quality Act (CEQA) and the County CEQA Guidelines. Adequate mitigation is provided for any use, process, equipment, or materials which are found to be objectionable or to be injurious to property located in the vicinity by reason of odor, fumes, dust, smoke, cinders, glare, unsightliness, hazardous materials, traffic congestion, or to involve any hazard of fire or explosion.

The Department of Resource Management has prepared a Draft Initial Study and Mitigated Negative Declaration "IS/MND" pursuant to the California Environmental Quality Act for this project. The environmental documents have been circulated and made available for public review and comment from May 29, 2018 through June 27, 2018. The Draft MND identified certain potentially significant impacts together with proposed mitigations to reduce the impacts to less than significant along with other impacts determined to be less than significant. All of the proposed mitigation measures have been incorporated into the Land Use and Development Standards for Policy Plan Overlay District No. PP-17-01.

On September 6, 2018 Solano County Planning Commission reviewed the Mitigated Negative Declaration and proposed Policy Plan Overlay District No. PP-17-01, and recommended to the Board of Supervisors that it adopt the Mitigated Negative Declaration and Policy Plan Overlay District. The Board has read, considered and adopted the Mitigated Negative Declaration.

### **SECTION III**

A summary of this ordinance shall be published once in the Daily Republic, a newspaper of

general circulation in the County of Solano, not later than fifteen (15) days after the date of its passage and adoption and shall take effect thirty (30) days from and after its passage.

**SECTION IV**

This ordinance shall remain in effect only until December 31, 2028, and as of that date is repealed, unless a later enacted ordinance, that is enacted on or before December 31, 2028, deletes or extends that date.

\*\*\*\*\*

PASSED AND ADOPTED by the Solano County Board of Supervisors at its regular meeting on \_\_\_\_\_, 2018, by the following vote:

AYES: Supervisors \_\_\_\_\_

NOES: Supervisors \_\_\_\_\_

EXCUSED: Supervisors \_\_\_\_\_

\_\_\_\_\_  
John Vasquez, Chair  
Solano County Board of Supervisors

ATTEST:  
Birgitta E. Corsello, Clerk  
Board of Supervisors

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

**Exhibit A:** Land Use and Development Standards for Policy Plan Overlay No. PP-17-01

**Canon Partners LLC Policy Plan Overlay District  
PP-17-01  
Land Use and Development Standards**

**Statement of Purpose**

The purpose and intent of this Policy Plan Overlay District (PP-17-01) is to provide for the establishment of general and specific site development standards for the limited term use of the project site during the construction and relocation of land uses within the Fairfield Train Station Specific Plan area. Under this policy plan overlay, development of the property shown on the Site Development Plan is consistent with the General Plan and the underlying Exclusive Agriculture Zoning District.

**Limited Term**

A use permit shall be required whenever development is proposed within the policy plan overlay area. Any use permit granted within the policy plan overlay shall be issued for a fixed term, not to exceed ten (10) years, commencing on the effective date of PP-17-01. One extension for up to ten year may be granted if, at the time of the extension request, the City of Fairfield has approved the extension of municipal services to the designated Fairfield Train Station Specific Plan area just west of the project site within the City of Fairfield. The provision of municipal services to Fairfield Train Station Specific Plan area would allow for the relocation of permitted uses from within the policy plan overlay area.

**Allowed Uses and Permit Requirements**

Table 28.68.17-01 identifies the land uses allowed within the policy plan overlay and the land use permit required to establish each use. In addition to the land use permit required by Table 28.68.17-01, special requirements may also apply to certain uses.

**Land Use Regulations**

Where the last column in Table 28.68.17-01 (Land Use Regulations) includes a section number, e.g. 28.71.20(A), the zoning regulations in the referenced section apply to the use. Where the last column includes a chapter number, e.g. Chapter 13.6, the regulations in the referenced Solano County Code apply to the use. Provisions in other sections of this Zoning Ordinance may also apply.

**Prohibited Uses**

All uses not specifically identified herein as permitted uses, accessory, or conditional uses are prohibited within the area shown on the Development Plan.

**Site Development and Other Standards**

All uses shall comply with the provisions of Article IV, Section 28-90 Site Development and Other Standards which includes standards for parking, signs and other project elements.

**Architectural Review**

Architectural Approval may be required for certain uses in compliance with Section 28.102 (Architectural Approval).

### **Performance Standards**

**Limitations** - The construction, occupancy, and use of proposed buildings and surrounding lease areas shall be in accord with the plans and information submitted with Policy Plan Overlay application PP-17-01 and as approved by the Solano County Board of Supervisors.

**Prevention of Nuisances** - The permittee shall take such measures as may be necessary or as may be required by the County to prevent offensive noise, lighting, dust, or other impacts which constitute a hazard or nuisance to surrounding property.

**Lighting and Glare** - All lighting shall be shielded to prevent any light spillover onto surrounding properties. A lighting plan providing the location, light intensity and direction, construction and materials shall be submitted by the permittee prior to building permit issuances.

**Structures** - Any structure constructed pursuant to this Policy Plan Overlay shall be temporary in nature by use of materials that allow for quick dismantling or modular and easily movable.

**Municipal Services** - No municipal services may be extended to the subject property covered under this overlay.

**Fencing** - All fencing shall be maintained plumb, level, and in a structurally sound condition.

**Potable Water Requirements** - Per Health and Safety Code section 116275, a Public Water System permit from the State of California Water Board, Division of Drinking Water shall be obtained and maintained valid, including all operating, monitoring, reporting and notification requirements for a Public Water System shall be met. The responsibility for providing potable water to the property, which includes obtaining and maintaining compliance with the permit conditions, lies with the property owner.

The initial phase of the project includes the Bubbling Well facility, which, will derive its water supply from an on-site water well and is not considered a state regulated Public Water System. Therefore, at a minimum, the onsite water supply shall meet the same requirements as those for a State Small Water System HSC § 116275 (n), regardless of the number of connections.

This requires obtaining an annual County State Small Water System permit (CCR Title 22 §64211), and monitoring the water supply per CCR Title 22 § 64212 and 64213) for constituents and reporting test results to the Solano County Environmental Health Division at the frequency required for a State Small Water System. If there are less than 5 service connections, then coliform testing only needs to be performed annually. In the event samples do not meet drinking water standards, Environmental Health Division requires disinfection procedures and more frequent sample testing.

Environmental Health shall only permit one State Small Water System on the legal lot. Environmental Health will require a water infrastructure design plan upon initial application for the State Small Water System permit that shows how all of the business lots will be connected to the water system. Multiple State Small Water System permits can be issued, if at such a time subdivision of the property occurs, creating separate legal lots.

As this is considered a temporary Policy Plan Overlay, Environmental Health shall require a post closure plan upon initial application for the State Small Water System permit. The post closure plan shall include a description of how the water infrastructure will be installed, maintained, and tracked to ensure that upon expiration of the Policy Plan Overlay all remnants of the water system infrastructure can be removed from the ground to allow for the return of the parcel to agricultural land.

Once the service population exceeds the threshold of serving 25 or more people for 60 or more days of the year, or the number of water service connections exceeds 14, the property shall obtain and maintain a Public Water System permit from the Division of Drinking Water.

The application shall be submitted and approved and all required monitoring and testing shall be conducted prior to final inspection from the Building Division.

The permittee shall certify the number of employees and customers/visitors using the water supply and the number of connections attached to the water supply to the Environmental Health Division on an annual basis.

The owner of the water supply system shall provide sample results for other constituents as required by the Environmental Health Services Division within 30 days of a written directive to provide such results.

Any cost incurred by the Environmental Health Division above that recovered through any annual permit fee for work performed associated with the water supply shall be paid at the current hourly rate for Environmental Health Division within 30 days of invoice.

**Septic System Requirements** -The design and specification of the septic system shall include plans that show the proposed system detail and the placement of the leachfield in the area tested and identified for leachfield construction.

The site testing and an on-site sewage disposal system design shall be prepared by a Professional Civil Engineer, Certified Engineering Geologist, or a Registered Environmental Health Specialist. The designer shall certify and stamp the design prior to approval of the on-site sewage disposal system permit.

The onsite sewage disposal system shall not serve more than one parcel. Solano County Code Chapter 6.4 does not apply to a Community Sewage Disposal System. A Community Sewage Disposal System is defined in Chapter 6.4 as a system that accepts sewage from two or more separate lots.

Septic system design for capacity greater than 10,000 gallons per day shall require permitting through the State Water Board.

**Fire Protection Requirements** - An onsite fire protection system for the proposed buildings shall be designed, installed, and maintained by the permittee, including provision for the adequate storage of water for fire suppression purposes. The permittee shall hire a qualified fire prevention engineer to prepare a fire protection plan for the property which shall be approved by the Fire Protection District and the County of Solano prior to building permit issuances.

**Dust Control** - The permittee shall implement a plan for dust control which shall include, at a minimum, the following items:

- a. All material stockpiled on site shall be sufficiently watered to prevent fugitive dust from leaving property boundaries and causing a public nuisance. Watering shall occur at least once a day with complete site coverage, preferably in the mid-morning hours.
- b. All on site areas with vehicle traffic shall be watered periodically or have dust palliatives applied for stabilization of dust emissions.
- c. All trucks hauling dirt, sand, aggregates or other loose materials shall be covered or shall maintain at least two feet of freeboard (i.e. minimum vertical distance between top of load and trailer).

**Site Appearance** - The permittee shall maintain the project site in a neat and orderly manner and kept free of accumulated debris or junk.

**Drainage Improvements** - The permittee shall furnish a hydrologic study prepared by a licensed civil engineer to demonstrate that permanent storm drain facilities can be designed and constructed within the Policy Plan Overlay to satisfy County Code section 31-26 and Section 31-30 "General Design Principles and Standards" showing no increased rate of run off. All current County and State stormwater requirements must be met. The applicant will need to indicate the general location of significant storm drainage improvements on the grading permit site plan. The site plan will need to show that surface water runoff created by any impervious surface on site is retarded by appropriate structural and vegetative measures so that flow rates at the discharge point don't exceed flows prior to any historical development on site. Such improvements need to be contained within the property boundary.

**Development Site Plan** - Attachment A



**TABLE A 28.68.17-01 of ALLOWED USES**

A= Allowed by right, AP= Administrative Permit, MUP= Minor Use Permit, UP= Use Permit, E=Exempt, - - - = Prohibited		
ALLOWED USES*	Permit Requirements	Land Use Regulations**
*See Definitions Section 28-01		**See Section 28-70.10
	PP-17-01	
<b>AGRICULTURAL USES</b>		
<b>A. CROP PRODUCTION AND GRAZING</b>		
Agricultural accessory structures	A	28.71.10(B)(1)
Cultivated and irrigated farming	A	28.71.10
Non-irrigated and non-cultivated farming, Grazing	A	28.71.10
Grazing or pastured livestock	A	28.71.10
Pastured Poultry		
<i>Not adjacent to a R District</i>	A	28.71.30(A) & (B)(4)
<i>Adjacent to a R District</i>	MUP	
<i>With an agricultural commercial kitchen</i>	MUP	
<i>With sales</i>	MUP	
<i>With more than 4 crowing fowl</i>	UP	28.71.30(A) & (B)(4)
<b>B. AGRICULTURAL PROCESSING USES</b>		
Agricultural processing facility	UP	28.71.20(A) & (B)(1)
Aquaculture	UP	
Nursery with public sales	A	28.71.20(A) & (B)(2)
<b>C. ANIMAL FACILITIES AND OPERATIONS</b>		
Confined animal facility, including dairy		
<i>Small</i>	MUP	28.71.30(A) & (B)(1)
Fowl and Poultry Ranch		
<i>Small (100 - 1,000 birds)</i>	MUP	28.71.30(A) & (B)(2)
<i>Large (1,001 birds or more)</i>	UP	
Hog Ranch		
<i>Small (20 - 100 hogs)</i>	AP	28.71.30(A) & (B)(3)
<i>Medium (101 - 750 hogs)</i>	MUP	
<i>Large (751 hogs or more)</i>	UP	
Slaughterhouse		

<i>Small Slaughterhouse (1,000 head per year or less)</i>	MUP	28.71.30(A) & (B)(5)
<i>Large Slaughterhouse (More than 1,000 head per year)</i>	UP	28.71.30(A) & (B)(5)
<b>D. OTHER AGRICULTURAL OPERATIONS</b>		
Agricultural employee housing	AP	28.71.40(A) & (B)(1)
HCD Agricultural employee housing	A	28.71.40(A) & (B)(3)
Labor Camp	MUP	28.71.40(A) & (B)(4)
Temporary Commercial Coach	AP	28.71.40(A) & (B)(5)
A= Allowed by right, AP= Administrative Permit, MUP= Minor Use Permit, UP= Use Permit, E=Exempt, - - - = Prohibited		
<b>ALLOWED USES*</b>	<b>Permit Requirements</b>	<b>Land Use Regulations**</b>
*See Definitions Section 28-01		**See Section 28-70.10
	PP-17-01	
<b>RESIDENTIAL USES</b>		
<b>A. TEMPORARY RESIDENTIAL USES</b>		
Security quarters for a construction site (commercial coach, manufactured home or recreational vehicle)	UP	28.72.20(A) & (B)(1)
Temporary Manufactured Home Storage	UP	28.72.20(A) & (B)(4)
Temporary single family home	UP	28.72.20(A) & (B)(6)
<b>B. AGRICULTURAL AND ANIMAL FACILITIES INCIDENTAL TO A RESIDENCE</b>		
Small Kennel or Cattery	MUP	28.72.30(A) & (B)(3)
Stable, private	MUP	28.72.30(A) & (B)(5)
<b>C. OTHER RESIDENTIAL USES</b>		
Cottage Industry		
<i>Type I</i>	UP	28.72.40(A) & (B)(1)
<i>Type II</i>	UP	
Home occupation		
<i>Type I</i>	MUP	28.72.40(A) & (B)(2)
<i>Type II</i>	MUP	

A= Allowed by right, AP= Administrative Permit, MUP= Minor Use Permit, UP= Use Permit, E=Exempt, - - - = Prohibited		
ALLOWED USES*	Permit Requirements	Land Use Regulations**
*See Definitions Section 28-01		**See Section 28-70.10
	PP-17-01	
RECREATION, EDUCATION AND PUBLIC ASSEMBLY USES		
RETAIL AND OFFICE USES		
A. RETAIL USES		
Farm/Ranch Supply Store	MUP	28.74.10(A) & (B)(5)
Roadside Stand		
1,000 square feet or less in size	A	28.74.10(A) & (B)(8)
Between 1,000 and 2,500 square feet	AP	
Greater than 2,500 square feet in size	MUP	
Non-agricultural product sales, less than 10%.	A	
Non-agricultural product sales, between 10% and 25%	MUP	
Non-agricultural product sales, greater than 25%	UP	
Any of the above with a Certified Farmers Market		
Small Certified Farmers Market	AP	28.74.10(A) & (B)(8); 28.75.20(A) & (B)(2)
Medium Certified Farmers Market	MUP	
B. OFFICE USES		
Agricultural Research Facility		
Small (less than 20,000 sq. ft.)	AP	28.74.20(A) & (B)(1)
Medium (between 20,000 and 40,000 sq. ft.)	MUP	
Large (more than 40,000 sq. ft.)	UP	
COMMERCIAL SERVICE USES		
A. COMMERCIAL SERVICES		
Large Animal Hospital or Veterinary Clinic	MUP	28.76.20(A) & (B)(1)
Kennel or Cattery, Large	MUP	28.76.20(A) & (B)(2)
Transitional Commercial	UP	28.76.20(A) & (B)(3)

A= Allowed by right, AP= Administrative Permit, MUP= Minor Use Permit, UP= Use Permit, E=Exempt, - - - = Prohibited		
<b>ALLOWED USES*</b>	<b>Permit Requirements</b>	<b>Land Use Regulations**</b>
*See Definitions Section 28-01		**See Section 28-70.10
	<b>PP-17-01</b>	
<b>INDUSTRIAL, MANUFACTURING, PROCESSING AND WHOLESALE USES</b>		
<b>A. Industrial, Manufacturing and Processing Uses</b>		
Transitional Industrial	UP	28.77.10(A) & (B) (4)
<b>COMMUNICATION AND INFRASTRUCTURE USES</b>		
<b>A. COMMUNICATION USES</b>		
<b>Wireless communication facilities</b>		
Co-locations	MUP	28.78.10(A) & 28.81
New towers	UP	
<b>B. INFRASTRUCTURE USES</b>		
Non-commercial wind turbine		
100 feet or less in height	MUP	28.80
Over 100 feet in height	UP	
Pipeline, transmission or distribution line, in R.O.W.	A	28.78.20(A) & (B)(8)
Refuse, disposal, incineration, recycling or composting	UP	28.78.20 (B)(3)

**General site and building standards**

Subdivisions, new land uses, main buildings including temporary residential uses, and alterations to existing land uses and buildings, shall be designed, constructed, and/or established in compliance with the applicable development standards delineated or referenced in Table B 28.68.17-01.

**TABLE B 28.68.17-01 of DEVELOPMENT STANDARDS**

<i>Development Standards for Main Building &amp; Temporary Residential Uses</i>	
	<b>PP-17-01</b>
<b>MAIN BUILDING</b>	
Setbacks to Property Lines <sup>(1)</sup>	
Front	<i>30 feet, but at least 50 feet from the street centerline and unless otherwise indicated by building lines on the Zoning Maps.</i>
Sides (each)	<i>20 feet</i>
Rear	<i>25 feet</i>
Between structures <sup>(2)</sup>	<i>10 feet</i>
Height limit	<i>35 feet, and as allowed by 28-93 Special regulations</i>
Height limit for agricultural processing uses	<i>50 feet, and as allowed by 28-93 Special regulations</i>

**Notes:**

- (1) Other setbacks may be required for specific uses listed in Table 28.68.17-01, as provided elsewhere in this Chapter.
- (2) Other separation between structures may be required by County Building Code.

## Accessory Buildings and Structures

New accessory buildings and other structures, including alterations to existing accessory buildings and other structures, shall be designed, constructed, and/or established in compliance with the applicable development standards in Section 28.71.10(B)(1) and in the table below.

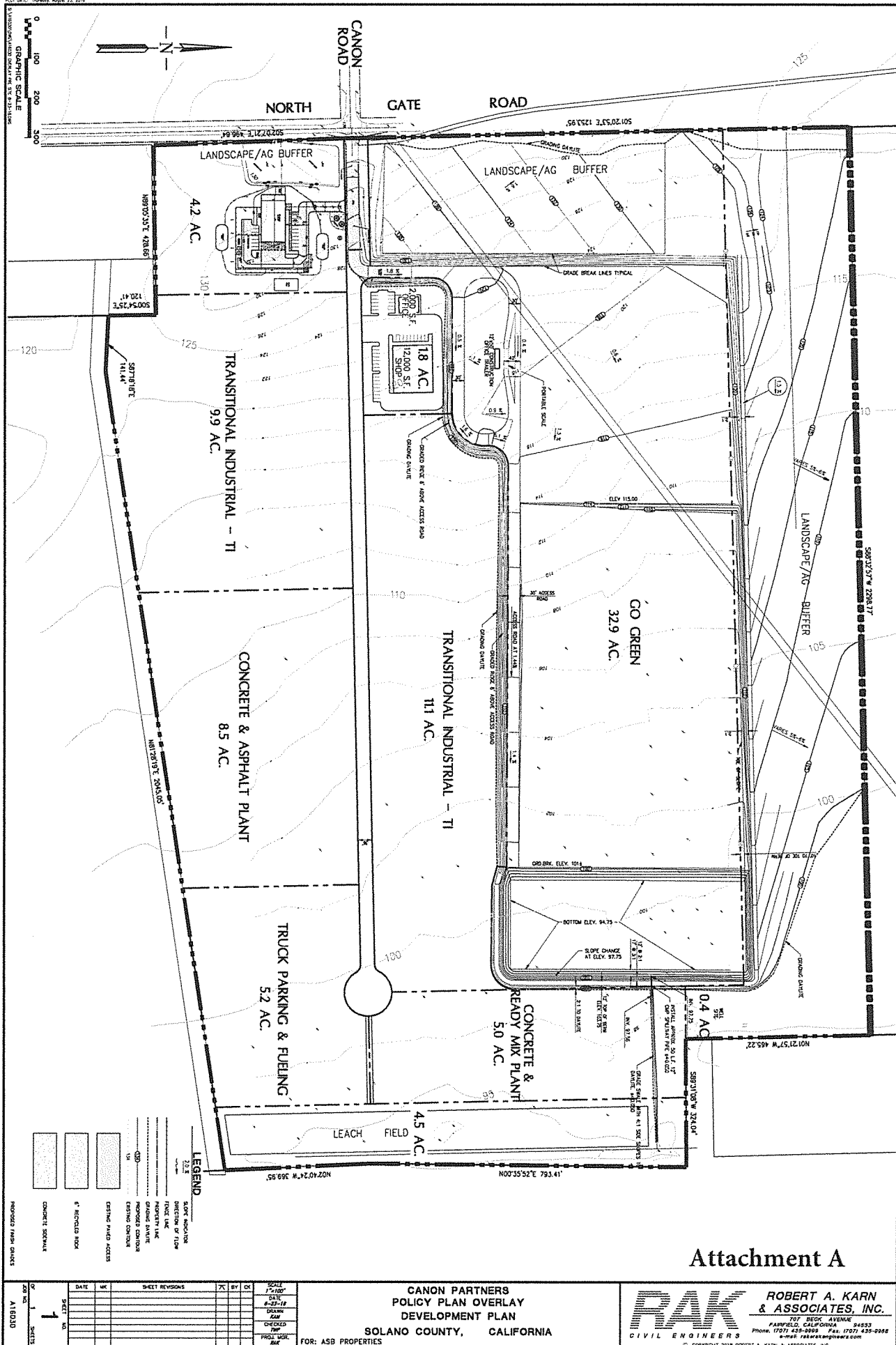
**TABLE C 28.68.17-01 of DEVELOPMENT STANDARDS, ACCESSORY BUILDINGS**

<i>DEVELOPMENT STANDARDS FOR ACCESSORY BUILDINGS</i>	
	<b>PP-17-01</b>
<b>AGRICULTURAL ACCESSORY BUILDINGS <sup>(1)</sup></b>	
Setbacks <sup>(2)</sup>	
Attached	<i>An accessory building attached to the main building shall comply with the setback requirements for the main building</i>
Detached	
Front	<i>60 feet or on the rear 50% of the lot</i>
Sides (each)	<i>20 feet</i>
Rear	<i>20 feet</i>
Between structures	<i>10 feet from any dwelling or other main building on the same lot Stables: 20 feet from any dwelling or other main building on the same lot</i>
Height limit	<i>35 feet, and as allowed by 28-93 General Building regulations</i>
Height limit for agricultural processing uses	<i>50 feet, and as allowed by 28-93 Special regulations</i>
Parking	<i>As required by 28-94, Parking Requirements</i>
Signs	<i>See Section 28.96 Signs</i>
<b>RESIDENTIAL ACCESSORY BUILDINGS <sup>(1)</sup></b>	
	<b>PP-17-01</b>
Setbacks <sup>(2)</sup>	
Attached	<i>An accessory building attached to the main building shall comply with the setback requirements for the main building</i>
Detached	
Front	<i>60 feet or on the rear 50% of the lot</i>
Sides (each)	<i>20 feet</i>
Rear	<i>20 feet</i>
Between structures	<i>10 feet from any dwelling or other main building on the same lot Stables: 20 feet from any dwelling or other main building on the same lot</i>

Height limit	<i>35 feet, and as allowed by 28-93 Special regulations</i>
Parking	<i>As required by 28-94, Parking Requirements</i>
Signs	<i>See Section 28.96 Signs</i>

**Notes**

- (1) Does not include a secondary dwelling as defined in Section 28-01.
- (2) Other separation between structures may be required by County Building Code.





# ***MINUTES OF THE SOLANO COUNTY PLANNING COMMISSION***

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## **Meeting of September 6, 2018**

The regular meeting of the Solano County Planning Commission was held in the Solano County Administration Center, Board of Supervisors' Chambers (1<sup>st</sup> floor), 675 Texas Street, Fairfield, California.

PRESENT: Commissioners Walker, Hollingsworth, and Bauer

EXCUSED: Vice-Chairperson Rhoads-Poston and Chairperson Cayler

STAFF PRESENT: Bill Emlen, Director; Mike Yankovich, Planning Program Manager; Matt Walsh, Principal Planner; Eric Wilberg, Planner Associate; Nedzlene Ferrario, Senior Planner; Misty Kaltreider, Environmental Health; Jim Laughlin, Deputy County Counsel; and Kristine Sowards, Planning Commission Clerk

Acting Chairperson Walker called the meeting to order at 7:15 p.m. with a salute to the flag. Roll call was taken, and a quorum was present. The meeting began fifteen minutes late due to technical difficulties with the audio-visual equipment.

### Approval of the Agenda

The Agenda was approved with no additions or deletions.

### Approval of the Minutes

The minutes of the regular meetings of July 19, and August 2, 2018 were approved as prepared.

### Items from the Public

There was no one from the public wishing to speak.

### Regular Calendar

#### Item No 1.

**PUBLIC HEARING** to consider Rezoning Petition No. Z-17-04 and Minor Subdivision Application No. MS-17-06 of **Hubert and Aurelia Goudie et.al** to rezone 15.69 acres from Rural Residential "RR-2.5" and Exclusive Agriculture "A-20" to Rural Residential "RR-5"; and subdivide three existing parcels into four lots. The property is located at 4420 Peaceful Glen Road, 2.5 miles north of the City of Vacaville, within the Exclusive Agriculture "A-20" and the Rural Residential "RR-2.5" Zoning Districts, APN's: 0105-060-240, 39, and 40. The project qualifies for an Exemption from the California Environmental Quality Act pursuant to the CEQA Guidelines. (Project Planner: Eric Wilberg)

Eric Wilberg stated that staff is requesting a continuance of this item to allow additional time to finalize conditions of approval, review, and discuss those conditions with the project applicant.

A motion was made by Commissioner Hollingsworth and seconded by Commissioner Bauer to continue this matter to the September 20, 2018 meeting. The motion passed unanimously.

Item No. 2

Amendment No. 1 to Use Permit No. U-01-06 of **HD Dairy Ranch** to increase the number of cattle from 6,000 to 10,291 without exceeding the approved number of animal units originally approved in 2001, 7,215 animal units. The increase in cattle is due to the change of the larger Holsteins breed to smaller breed of Jerseys. In addition, construction of exercise and grazing pens, corrals, calf hutches and employee housing are proposed over two phases. The property is located at 7755 Midway Road, 3.25 miles east of the City of Dixon in the Exclusive Agricultural "A-40" Zoning District, APN's: 0112-060-060, 070, 080; 0112-100-050, 060. The Planning Commission will also be considering adoption of a Mitigated Negative Declaration of Environmental Impact as recommended by the Solano County Department of Resource Management. (Project Planner: Nedzlene Ferrario)

Nedzlene Ferrario provided a brief presentation of the written staff report. The applicant is proposing to increase the number of cattle from 6,000 to 10,291 without exceeding the assumed number of animal units originally approved in 2001, 7215.5 animal units. The increase is due to the replacement of cattle breed from the larger Holstein to smaller frame sized Jerseys. Construction of one additional employee housing unit, exercise and grazing pens and calf hutches are proposed over two phases. Environmental impacts associated with the project is not significant in that, the additional number of smaller breed of cattle would not cause any significant environmental impacts assumed in the prior environmental analysis. Staff recommended approval of the project.

Chairperson Walker opened the public hearing. Since there were no speakers either for or against this matter, the public hearing was closed.

Chairperson Walker commented that Condition No. 14 seemed to be quite strongly worded and asked about the basis for such wording. Ms. Ferrario explained that the language used is standard language and was adopted in 2001. She said the principles are still the same, especially with a project such as this where additional animals are being proposed. Mr. Walker commented that in the initial study it is indicated that there is no noise impact. He questioned with the increase in the number of cows if that itself would be an impact on noise. Ms. Ferrario said that the Jersey breed is smaller than the current Holstein breed and so even with an increase in the number of animals it was not anticipated that it would be noisier.

Commissioner Bauer asked staff for verification that the neighbor residing closest to the facility was not in opposition to the expansion. Ms. Ferrario answered that the neighbor had submitted, in writing, their approval of the project. She noted for the record that a public notice had gone out to neighboring property owners within 1 mile of the facility and no comments were received.

A motion was made by Commissioner Hollingsworth and seconded by Commissioner Bauer to adopt the Mitigated Negative Declaration and the mandatory and additional findings and approve Amendment No. 1 to Use Permit No. U-01-06 subject to the findings and recommended conditions of approval. The motion passed unanimously. (Resolution No. 4660)

Item No. 3.

Policy Plan Overlay No. PP-17-01 of **Canon Partners, LLC** to apply a policy plan overlay to 83.5 acres located at 5204 North Gate Road 1.5 miles southeast of the City of Vacaville within the Exclusive Agriculture "A-80" Zoning District to permit the addition of transitional industrial and transitional commercial uses; APNs: 0166-040-060 and 0166-050-100. The Planning Commission will also be considering adoption of a Mitigated Negative Declaration of Environmental Impact as recommended by the Solano County Department of Resource Management. (Project Planner: Eric Wilberg)

Eric Wilberg provided an overview of the written staff report. The project consists of designating 83.5 acres of a 302-acre property as a policy plan overlay district to the underlying Exclusive Agriculture zoning. The objective of the project is to provide an additional 50 acres for the relocation of existing businesses from the Fairfield Train Station development area to this site, on a temporary basis, until they transition to a permanent location within the City of Fairfield on the adjacent parcels to the west. The sought after temporary businesses would be land uses consistent with the Transitional Industrial and Transitional Commercial Uses listed in the Solano County Exclusive Agricultural zoning district. Staff recommended approval.

Bill Emlen, Director, Resource Management, added to the staff presentation by stating that he wanted to include, for the commission's consideration, several additional findings and performance standards. He said the additional information are important inclusions and he asked that the commission adopt them as part of the project approval.

Mr. Emlen read into the record the proposed language as follows: Finding No. 4) The proposed Policy Plan Overlay has been deemed consistent with the Travis Air Force Base Land Use Compatibility Plan in that any site improvements associated with the Plan will have no material impact on Base operations or expansion. 5) The proposed Policy Plan Overlay would be supportive of Travis Air Force Base operations by providing for short term transitional uses such as asphalt recycling which services runway repairs at the Base. 6) The proposed Policy Plan Overlay limits building and improvements to those that are temporary in nature and easily dismantled or moved to allow restoration of the property back to long term agricultural use of the property. 7) No municipal services will be extended to the property covered under this Policy Plan Overlay. Mr. Emlen noted that Finding No. 4 that is currently listed in the ordinance would now become Finding No. 8.

Under the Performance Standards, Mr. Emlen proposed the following additional language: Structures – Any structure constructed pursuant to this Policy Plan Overlay shall be temporary in nature by use of materials that allow for quick dismantling or modular and easily movable; and, Municipal Services – No municipal services may be extended to the subject property covered under this overlay.

Commissioner Hollingsworth asked about the new Finding No. 4 where it indicates that there would not be an effect on the Travis Reserve Area. He wanted to know if that determination was made by Travis AFB. Mr. Emlen stated that staff had met with Base personnel to discuss any possible impacts and they concurred with staff's proposed findings.

Chairperson Walker inquired as to why the county is proposing a policy plan overlay. He asked that question as it pertains to agenda item nos. 4 and 5. Mr. Leland addressed that question by explaining that the use permit for Go Green Asphalt was approved a couple of years ago under the standard practice of using the underlying zoning, which is agriculture. He

stated that after that approval the property owner approached the county with another land use that they wanted to bring over from the Fairfield Train Station site which was the Bubbling Well Pet Memorial Park. Staff was not sure that this was an allowable use in the ag district and so the property owner wanted an opportunity to ask the Board of Supervisors. The Board ruled that it was. It was then assumed by staff that the property owner would continue to want to move uses temporarily over to this site, and so staff proposed to do a one site planning effort rather than continuing to have these uses come in piecemeal.

Mr. Leland stated that the property owner was amenable to that idea and so the county started this process of using a policy plan overlay for the purposes of limiting the underlying zoning. Since the goal is to ultimately return the land back to agriculture, staff devised a plan that specifies a range of uses that might relocate to this site. Mr. Leland stated that an added feature to make it known that these uses are limited term uses is a ten-year time limitation. He noted that the time limit includes a provision for a one-time extension.

Mr. Leland explained that the way the Train Station Specific Plan builds out is it begins with residential development. It may take ten years before sewer and water is extended to the industrial sites by way of the residential development. Mr. Leland noted that in the provisions of the Travis Reserve the permanent land use is agriculture, but temporary uses can be considered if there are no substantial improvements, the use can be easily removed, and there is a home for them. He noted that it allows for the ongoing operation of Go Green Asphalt where most of their business is the recycling of old runway material due to the long-term upgrade of the ramp and runway at Travis AFB. Mr. Leland explained that is why staff selected the policy plan overlay; it gives the county further control over a situation which is out of the ordinary and tries to solve a problem that is not easily solved by the standards in a normal zoning district.

Commissioner Hollingsworth inquired about the extension to the time limit. Mr. Leland explained that the reason for the length of time is that it cannot be precisely predicted when the city's sewer and water will be extended to the site. At the normal build-out of residential development it should fall within the ten-year timeframe, but home building is a cyclical business, and should there be another down turn it might take longer. Mr. Leland noted that also provided in the ordinance is a provision for reclamation of the site back to agriculture for when these transitional industrial uses have terminated.

Since there were no further questions or comments, Chairperson Walker opened the public hearing.

David Marianno, Denverton Road, Suisun, mentioned that he was involved with the Citizens to Protect Travis in 1997. He said at that time 8,000 homes were proposed to be built on the north side of Travis and the citizens group were successful when no development was allowed past North Gate Road. Mr. Marianno stated that Solano County has only one industrial track that he is aware of and that property is located one mile from his home. He stated that he has lived in this area for 44 years and commented that the county's industrial track is a mess and numerous violations exist. He said regulations and the enforcement of regulations in the county are almost non-existent. He was concerned about the policing of these proposed uses. Mr. Marianno also voiced his concern with road impacts due to the large trucks that will be hauling materials to the site. Mr. Marianno stated that Travis AFB is more than a viable advantage to this county and we cannot allow any interference with their Mission by erecting large structures that interrupt base transmissions.

Mr. Leland stated that staff has met with the Deputy Base Commander and his staff to discuss this matter and they did not have any concerns with this proposal.

Marilyn Farley, Coventry Lane, Fairfield, stated that she is someone that is interested in the county's open space, agricultural lands, and the protection of Travis AFB. She stated that a recent article in the Daily Republic regarding the idea of an alternate use for agricultural land near Travis AFB caught her attention. She said her initial concern is that this is agricultural land intended for ag use and is part of the Travis Reserve. Ms. Farley said she reviewed the language in Measure T which was the Initiative that voters approved in 2008 that approved the County General Plan until 2028. She pointed out that in that document it talks about not converting agricultural land to other uses. She said staff told her because this is Policy Plan Overlay that it is valid. She did not doubt what staff was saying, however she also looked at Land Use Table No 7 in the General Plan. The table is cited in the staff report as the reason for what is being proposed and she noted that the only overlay that is permitted is an overlay referred to as a resource conservation overlay district. Ms. Farley commented that if it is permitted in the zoning section of the ordinance it is not permitted in Land Use Table No. 7 nor is it permitted in the language of Measure T.

Ms. Farley referred to the extension of time and suggested rather than permitting a ten-year extension, to make the use subject to review by considering the circumstances. She felt this review would be appropriate to be written into the proposed ordinance. Ms. Farley stated that what also may be worth considering is perhaps the requirement for some type of a bond to ensure that the buildings will be removed when the use has been terminated.

Chairperson Walker asked staff to address the concern voiced by Ms. Farley with regards to the Land Use Table.

Mr. Leland said the table cited by Ms. Farley is a table that sets forth which zoning districts are consistent with each general plan designation. Listed on separate lines in that table are general plan designations and zoning districts. On the land use designation line in the general plan there is the Resource Conservation District which is a general plan overlay district. The policy plan overlay is a zoning instrument to ensure the agricultural zoning districts are all consistent with the ag designations in the Land Use Element of the general plan. Mr. Leland noted that staff is not changing either the land use designation of the general plan nor the underlying zoning on the property and so there is no issue with Measure T.

Mr. Leland explained that what is being done with the policy plan overlay is the modification of development standards that are inherent within the ag zoning districts, to custom tailor them to this situation and to add features such as the ten-year term limit. Mr. Leland noted that the timeframe of the use can only be extended if the City of Fairfield has, in the first ten years, authorized the extension of the sewer and water services to the site. If they have not authorized the extension of those services at that time, the business would not be eligible for the second ten-year term.

Frank Andrews, Kentucky Street, Fairfield, spoke on the behalf of the property owners of both the future city industrial park and these temporary uses being considered this evening. Mr. Andrews stated that the trucks that deliver the materials to the site only travel on city streets. They enter the site at either North Gate Road or Canon Road and never travel on county roads. He provided an update on the operations of the Go Green concrete recycling center stating that the business has recycled 207,000 tons of material, 70% of which comes from

Travis AFB. Mr. Andrews stated that the trucks travel a short distance on the roads from the Base to the site and that is perhaps one of the major reasons Travis has been supportive of this type of use.

Commissioner Hollingsworth pointed out that on his frequent travels through the area he has observed construction of the upgrading of the roads between North Gate Road and the Go Green facility, as well as on Canon Road. Mr. Andrews added that when the adjacent property was annexed to the City of Fairfield, the city annexed both North Gate and Canon Roads and he believed as part of an agreement between the county and the city, they are both cooperatively bringing the roads up to some standard.

Jim Laughlin pointed out that the provision for the extension only applies to the use permit and currently there is nothing in the zoning ordinance that cause the zoning itself to sunset. Mr. Laughlin suggested that perhaps the commission might want to consider recommending a sunset date be included with the ordinance so that the overlay zoning itself will sunset at the end of any use permit on the property. Mr. Laughlin said specific language would need to be worked out to accomplish this and if the commission likes the idea it could be part of their recommendation to the Board. He noted that staff could put some language together to present in the Board report.

Chairperson Walker asked the applicant if he would agree with the sunset recommendation. Mr. Andrews stated that he would agree if the sunset dates for each permit are identical.

Since there were no further speakers, the public hearing was closed.

A motion was made by Commissioner Hollingsworth and seconded by Commissioner Bauer that the Commission recommend to the Board of Supervisors that they adopt the Mitigated Negative Declaration and the mandatory and additional findings for an Ordinance applying the policy plan overlay district (PP-17-01) to the subject property, including the suggested amendments made by staff to include additional findings, additional performance standards, and a sunset date. The motion passed unanimously. (Resolution No. 4661)

#### Item No. 4

Minor Revision No. 1 to Use Permit Application No. U-15-05 of **Go Green Asphalt Inc.** to convert the existing Construction, Demolition, and Inert Debris Facility into an Inert Debris (Type A) Recycling Center which accepts, processes, and stores construction debris including concrete, asphalt, and soil. The project is located within unincorporated Solano County approximately 1.5 miles southeast of the City of Vacaville within the Exclusive Agriculture "A-80" Zoning District, APN: 0166-040-060. The Planning Commission will also be considering adoption of a Mitigated Negative Declaration of Environmental Impact as recommended by the Solano County Department of Resource Management. (Project Planner: Eric Wilberg)

Mr. Wilberg gave a brief presentation of the written staff report. The permittee, Go Green Asphalt, Inc., is requesting a minor revision to their use permit to convert the existing Construction, Demolition, and Inert Debris Facility into an Inert Debris (Type A) Recycling Center which accepts, processes, and stores construction debris including concrete, asphalt, and soil. Permitting the reclassification would allow for an increase in storage time limitations for unprocessed and processed materials.

The property owner is concurrently pursuing a policy plan overlay application on an 83-acre portion of the subject site. At 33 acres the Go Green facility would be the primary land use within the overlay district. The existing use and proposed changes are conditionally permitted within the proposed overlay district. Staff recommended approval.

Chairperson Walker opened the public hearing. Since there were no speakers, the public hearing was closed.

A motion was made by Commissioner Hollingsworth and seconded by Commissioner Bauer to adopt the Mitigated Negative Declaration and approve Minor Revision No. 1 to Use Permit No. U-15-05 subject to the mandatory and suggested findings and recommended conditions of approval. The motion passed unanimously. (Resolution No. 4662)

Item No. 5

Use Permit Application No. U-17-03 of **Bubbling Well Pet Memorial Park, Inc.** to permit an animal crematorium located within unincorporated Solano County approximately 1.5 miles southeast of the City of Vacaville within the Exclusive Agriculture "A-80" Zoning District, APN: 0166-050-100. The Planning Commission will also be considering adoption of a Mitigated Negative Declaration of Environmental Impact as recommended by the Solano County Department of Resource Management. (Project Planner: Eric Wilberg)

Eric Wilberg gave a summary of the staff report. The permittee, Bubbling Well Pet Memorial Park, Inc., is requesting use permit approval to establish and operate an animal crematorium along North Gate Road. At its regular meeting on January 10, 2017 the Board of Supervisors made the finding that a pet crematorium is a land use that is substantially like waste incineration which is a permissible land use within the Exclusive Agriculture "A-80" Zoning District. The property is currently zoned "A-80" however the property owner is concurrently pursuing a policy plan overlay application on an 83-acre portion of the subject site. The Bubbling Well facility would be situated on 4.2 acres within the policy plan overlay and the proposed use would be a permissible land use within the policy plan overlay district. Staff recommended approval.

Chairperson Walker opened the public hearing.

The applicant Dan Harberts, Enterprise Way, Napa, appeared before the commission. He said that Bubbling Well has been serving the community close to 30 years. He noted that the business was originally located on Claybank Road and then eventually moved over to Peabody Road. Mr. Harberts stated that they have been a part of the community by providing services to veterinary hospitals and emergency clinics in the county and they have contributed to pet causes in the community. Mr. Harberts said that he likes the area and would like to continue to be a part of the community.

Commissioner Bauer asked Mr. Harberts if he was agreeable to moving after the ten-year period. Mr. Harberts stated that he would leave because he would have no other choice, but he would hope that the use would be extended because he would like to remain in this area.

Commissioner Hollingsworth commented that because this facility will be located within one mile of Base housing, he inquired about the environmental effects of the process of cremation and wanted to know if it produces a dust or an odor. Mr. Harberts explained that with today's requirements by the air quality district, the particulate or smoke is almost non-existent because

of the temperatures that are required to be maintained. He stated that there is literally no smoke and no odor to speak of outside of the building.

Since there were no further speakers, Chairperson Walker closed the public hearing.

A motion was made by Commissioner Bauer and seconded by Commissioner Hollingsworth to adopt the Mitigated Negative Declaration and approve Use Permit Application No. U-17-03 subject to the mandatory and suggested findings and recommended conditions of approval. The motion passed unanimously. (Resolution No. 4663).

#### **ANNOUNCEMENTS and REPORTS**

There were no announcements or reports.

Since there was no further business, the meeting was **adjourned**.



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

[1. Initial Study and Mitigated Negative Declaration](#)

[2. Appendix 6.1 Initial Study Part I Application](#)

[3. Appendix 6.2 Land Use and Development Standards](#)

[4. Appendix 6.3 Wetlands Assessment.pdf](#)

## **Infrastructure**

### *Potable Water*

The initial phase of the project which includes the Bubbling Well facility will derive its water supply from an on-site water well and is not considered a state regulated Public Water System. Therefore at a minimum, the onsite water supply shall meet the same requirements as those for a State Small Water System HSC § 116275 (n), regardless of the number of connections. This includes obtaining an annual County State Small Water System permit (CCR Title 22 §64211), and monitoring the water supply per CCR Title 22 § 64212 and 64213) for constituents and reporting test results to the Solano County Environmental Health Division at the frequency required for a State Small Water System. If there are less than 5 service connections, then coliform testing only needs to be performed annually unless the Environmental Health Division requires more frequent testing. The application and all required monitoring and testing shall be conducted prior to final inspection from the Building Division.

The permittee shall certify the number of employees, customers, and visitors using the water supply and the number of connections attached to the water supply to the Environmental Health Division on an annual basis. The permittee shall provide sample results for other constituents as required by the Environmental Health Services Division within 30 days of a written directive to provide such results. Any cost incurred by the Environmental Health Division above that recovered through any annual permit fee for work performed associated with the water supply shall be paid at the current hourly rate for Environmental Health Division within 30 days of invoice.

Per Health and Safety Code section 116275, a Public Water System permit from the state shall be obtained and maintained valid and all operating, monitoring, reporting and notification requirements for a Public Water System shall be met. The Environmental Health Services Division will notify the permittee when this transitional threshold becomes applicable upon further development of the various land uses on site.

### *Septic System*

The project site is not developed with a private septic system and sanitary sewer is not available to the property. The initial lessee requiring on-site septic, Bubbling Well, will construct and utilize a new septic system. The design and specification of the septic system shall include plans that show the proposed system detail and the placement of the leachfield in the area tested and identified for leachfield construction. The site testing and an on-site sewage disposal system design shall be prepared by a Professional Civil Engineer, Certified Engineering Geologist, or a Registered Environmental Health Specialist. The designer shall certify and stamp the design prior to approval of the on-site sewage disposal system permit. The onsite sewage disposal system shall not serve more than one parcel. Solano County Code Chapter 6.4 does not apply to a Community Sewage Disposal System. A Community Sewage Disposal System is defined in Chapter 6.4 as a system that accepts sewage from two or more separate lots. The two APNs within the policy plan overlay comprise one legal lot, simply with two tax assessment numbers assigned.

### *Irrigation Water*

The project site is located within the boundaries of the Solano Irrigation District. The property has an existing service located at the northwest corner. The service provides raw, untreated, agricultural irrigation water. No changes are proposed for the existing S.I.D service.

#### *Fire Protection*

Upon development, each structure and permitted land use will be evaluated for fire protection by the Vaca-Elmira Fire Protection District and the County Department of Resource Management through the building permit process. An on-site fire protection system shall be designed, installed, and maintained by the permittee, including provision for the adequate storage of water for fire suppression purposes.

#### *Access*

The project site has frontage along, and an encroachment to North Gate Road which is within the jurisdiction of the City of Fairfield. The site is currently served by a 350 linear foot private road that extends east from the intersection of Canon Road and North Gate Road. The project would extend existing access eastward to accommodate future businesses on-site for a total road length of 2,250 feet. The proposed roadway width is 36 feet with a cul-de-sac at its easterly terminus.

#### *Drainage*

The project involves the construction of a central storm water retention/detention pond near the northeast corner of the project site. The initial lessee requiring on-site drainage improvements, Bubbling Well, will develop its own detention pond(s) through the Department's grading permit process. The permittee shall furnish a hydrologic study prepared by a licensed civil engineer to demonstrate that permanent storm drain facilities can be designed and constructed within the policy plan overlay to satisfy County Code section 31-26 and Section 31-30 "General Design Principles and Standards" showing no increased rate of run off. All current County and State stormwater requirements must be met. The applicant will need to indicate the general location of significant storm drainage improvements on the grading permit site plan. The site plan will need to show that surface water runoff created by any impervious surface on site is retarded by appropriate structural and vegetative measures so that flow rates at the discharge point don't exceed flows prior to any historical development on site. Such improvements need to be contained within the property boundary.

DEPARTMENT OF RESOURCE MANAGEMENT



**NOTICE OF PUBLIC HEARING  
(Board of Supervisors)**

The County of Solano does not discriminate against persons with disabilities and is an accessible facility. If you wish to attend this meeting and you will require assistance in order to participate, please contact Kristine Sowards, Department of Resource Management at 675 Texas Street, Suite 5500, Fairfield, CA (707) 784-6765 at least 24 hours in advance of the event to make reasonable arrangements to ensure accessibility to this meeting.

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**NOTICE IS GIVEN** that the Solano County Board of Supervisors will hold a public hearing to consider Policy Plan Overlay No. PP-17-01 of **Canon Partners, LLC** to apply a policy plan overlay to 83.5 acres located at 5204 North Gate Road adjacent to the City of Fairfield within the Exclusive Agriculture "A-80" Zoning District to permit the addition of transitional industrial and transitional commercial uses; APNs: 0166-040-060 and 0166-050-100. The Board will also be considering adoption of a Mitigated Negative Declaration of Environmental Impact as recommended by the Solano County Planning Commission. (Project Planner: Eric Wilberg)

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 Tuesday, November 13, 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 28, 2018**

Item #

File #



# **Policy Plan Overlay PP-17-01**

## **Canon Partners, LLC**

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Solano County Board of Supervisors  
November 13, 2018  
Department of Resource Management



# Project Overview & Objective

- **Designate Policy Plan Overlay**
  - Facilitate Transitional uses displaced by Fairfield Train Station Specific Plan
  - 83.5 acres of 302 acre property
  - Establish Land Use & Development Standards
  - Limited term expiring December 31, 2028

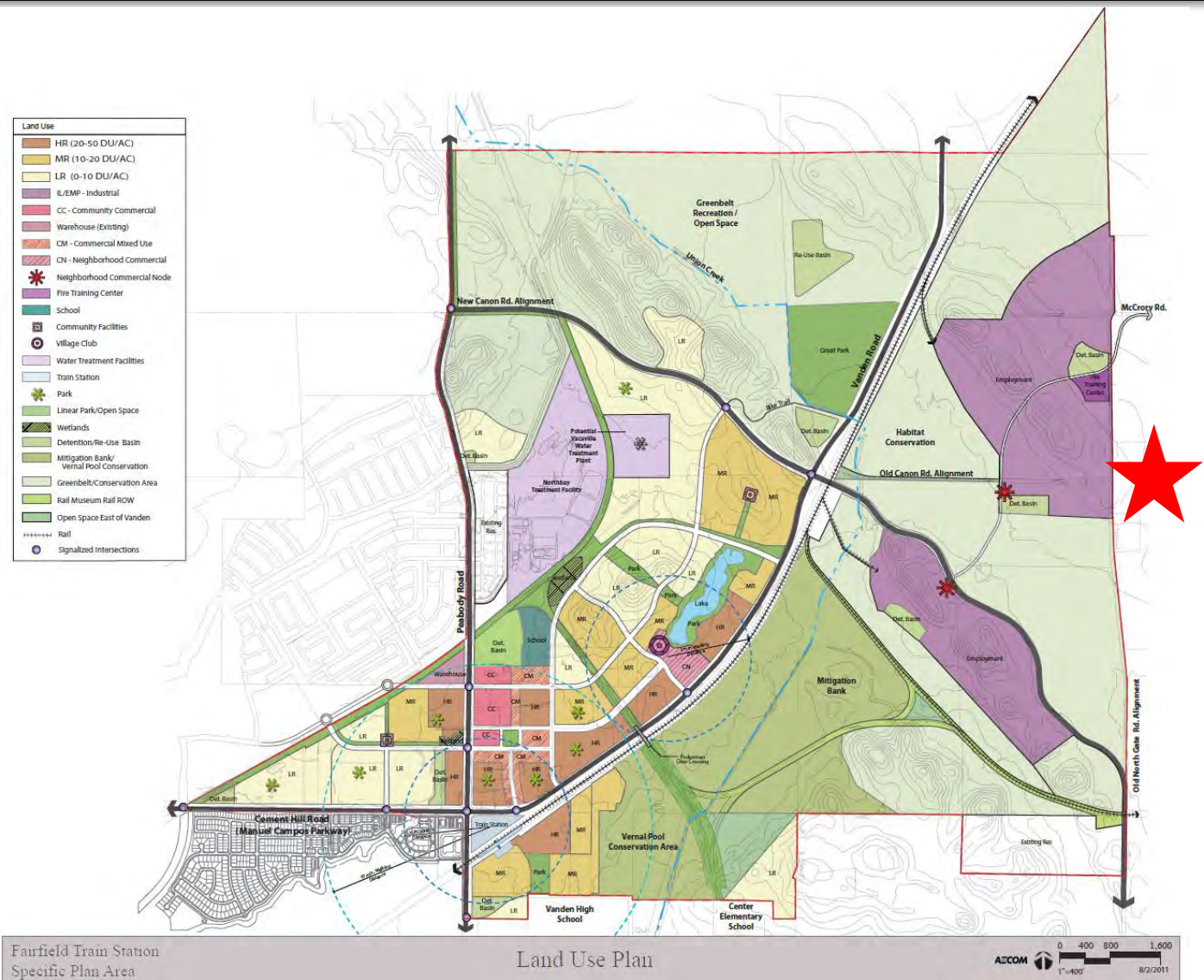








# Fairfield Train Station Specific Plan Area







# Existing & Proposed Land Uses

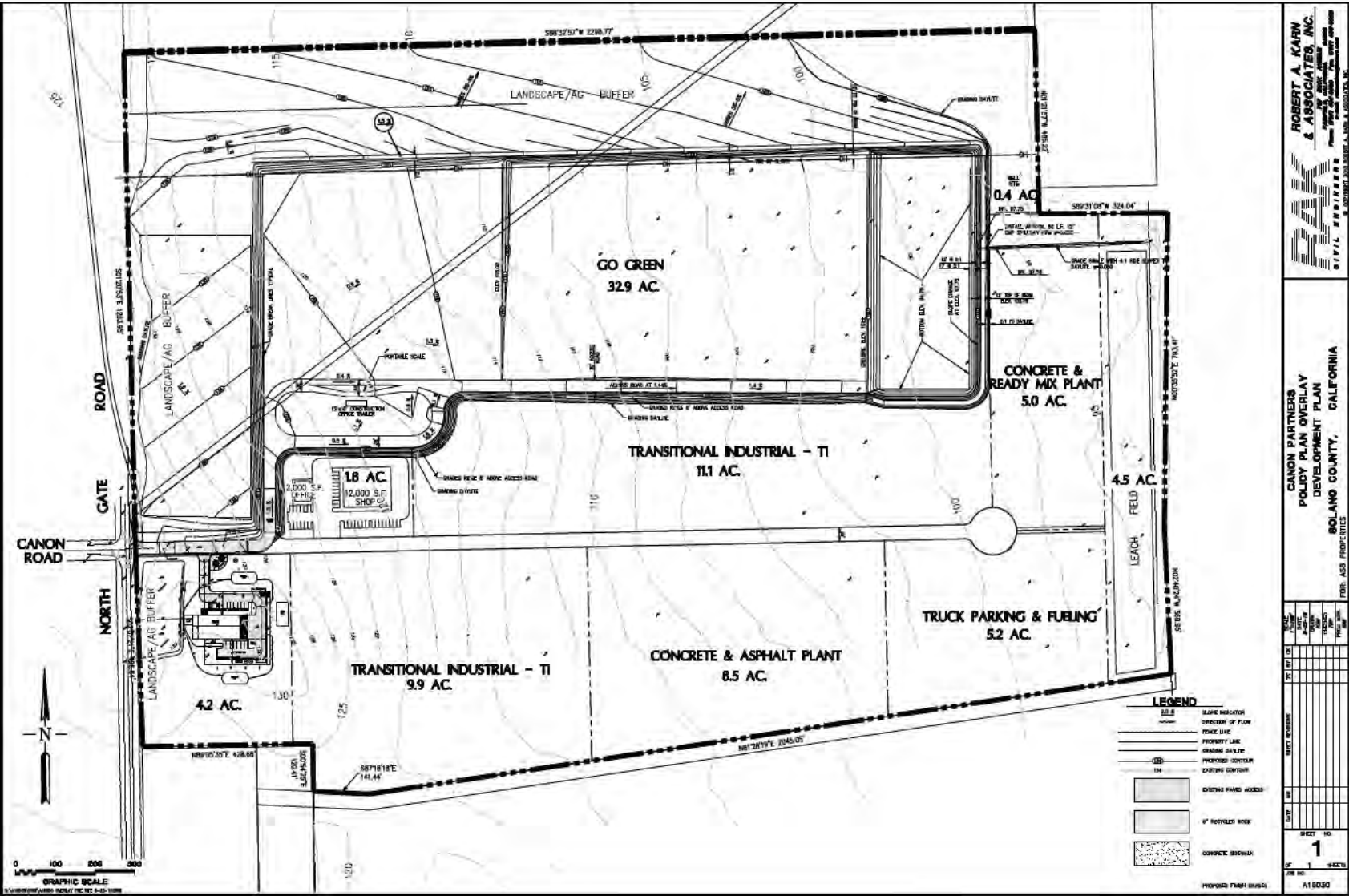
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- **Existing Use:**

- Go Green Asphalt Inc. – Construction debris recycling facility est. in 2016 on 33 acres.

- **Proposed Uses:**

- Bubbling Well Pet Memorial Park – Animal cremation services on 4.2 acres
- Transitional commercial & industrial – 5 to 10 acre lease areas





## View South – Vehicle Access







# View Southwest – Retention Pond



November 13, 2018

PP-17-01 Canon Partners LLC



## View North – Buffer Area



08/24/2018





# View Northeast – Go Green Facility





# Environmental Review - CEQA

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- Draft Initial Study and Mitigated Negative Declaration "IS/MND" prepared by Resource Management pursuant to the California Environmental Quality Act
- Circulated and made available for public review and comment from May 29, 2018 through June 27, 2018
- The IS/MND identified certain potentially significant impacts together with the proposed mitigations to reduce the impacts to less than significant along with other impacts determined to be less than significant



# Department Recommendation

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**As recommended by the Solano County Planning Commission, the Department recommends that the Board of Supervisors:**

- Adopt the Mitigated Negative Declaration prepared by the Dept. of Resource Management pursuant to the California Environmental Quality Act, and
- Adopt the ordinance enacting Policy Plan Overlay PP-17-01 that includes land use and development standards and the site development plan