

Solano County

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



Agenda - Final

Tuesday, December 11, 2018

8:30 AM

Board of Supervisors Chambers

Board of Supervisors

John M. Vasquez (Dist. 4), Chair
(707) 784-6129

Erin Hannigan (Dist. 1), Vice-Chair
(707) 553-5363

Monica Brown (Dist. 2)
(707) 784-3031

James P. Spering (Dist. 3)
(707) 784-6136

Skip Thomson (Dist. 5)
(707) 784-6130

SOLANO COUNTY BOARD OF SUPERVISORS
HOUSING AUTHORITY, SPECIAL DISTRICTS,
SOLANO FACILITIES CORPORATION, AND
IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

Temporary parking permits for the County Parking Garage are available from the Board Clerk for visitors attending the Board of Supervisors' meeting for more than 2 hours.

The County of Solano does not discriminate against persons with disabilities and is an accessible facility. If you wish to attend this meeting and you will require assistance in order to participate, please call the Office of the Clerk of the Board of Supervisors at 707-784-6100 at least 24 hours in advance of the event to make reasonable arrangements to ensure accessibility to this meeting.

Non-confidential materials related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection at the Solano County Government Center, 6th Floor Receptionist's Desk, 675 Texas Street, Fairfield, during normal business hours.

If you wish to address any item listed on the Agenda, or Closed Session, please submit a Speaker Card to the Board Clerk before the Board considers the specific item. Cards are available at the entrance to the Board chambers. Please limit your comments to three minutes. For items not listed on the Agenda, please see items from the public below.

AGENDA

CALL TO ORDER - 8:30 A.M.

ROLL CALL

CLOSED SESSION

- 1 **18-861** Conference with Legal Counsel - Potential Litigation: Three cases
- Conference with Legal Counsel - Existing Litigation: Delta Stewardship
Council Certification Appeal
- Attachments: [A - Memorandum](#)

RECONVENE - 9:00 A.M.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

PRESENTATIONSAuditor-Controller:

- 2 **18-855** Adopt and present a resolution and plaque honoring Simona Padilla-Scholtens upon her retirement from the Auditor-Controller's Office with 34.8 years of dedicated public service to Solano County; and Receive a presentation from the State Controller's Office honoring Simona Padilla-Scholtens upon her retirement (Supervisor Spering)

Attachments: [A - Resolution](#)

Public Defender:

- 3 **18-870** Adopt and present a resolution and plaque of appreciation honoring Lesli Caldwell, Public Defender, upon her retirement from the Solano County Public Defender's Office with 38 years of public service to two California counties, including 12 years of dedicated service to the Solano County Public Defender's Office (Supervisor Thomson)

Attachments: [A - Resolution](#)

Child Support Services:

- 4 **18-777** Adopt and present a resolution and plaque of appreciation honoring Sandra Lee, Supervising Child Support Specialist, upon her retirement from the Solano County Department of Child Support Services with over 30 years of dedicated public service (Chair Vasquez)

Attachments: [A - Resolution](#)

Resource Management:

- 5 **18-874** Adopt and present a resolution and plaque of appreciation honoring Phil Seilhan, Senior Engineering Technician, upon his retirement from the Department of Resource Management with over 27 years of dedicated public service to Solano County (Chair Vasquez)

Attachments: [A - Resolution](#)

Health and Social Services:

- 6 **18-854** Adopt and present a resolution and plaque of appreciation honoring Katherine Yamamoto, Eligibility Benefits Specialist Supervisor, upon her retirement from the Department of Health & Social Services, Employment & Eligibility Services Division with over 24 years of dedicated service to Solano County (Supervisor Brown)

Attachments: [A - Resolution](#)

- 7 **18-826** Adopt and present a resolution and plaque of appreciation honoring Thelma Daez-Sy, Public Health Nutritionist, upon her retirement from the Department of Health and Social Services, Public Health Division with 23 years of dedicated public service to Solano County (Supervisor Brown)

Attachments: [A - Resolution](#)

General Services:

- 8 **18-840** Adopt and present a resolution and plaque of appreciation honoring Kanon R. Artiche, General Services Assistant Director, upon his retirement from the Department of General Services with over 22 years of dedicated service to Solano County, including over 2 years as a County consultant and 20 years as an employee of Solano County (Chair Vasquez)

Attachments: [A - Resolution](#)

County Administrator:

- 9 **18-893** Adopt and present a plaque and resolution honoring Sandra J. Hoffert, Office Assistant II, upon her retirement from the Solano County Administrator's Office with over 20 years of dedicated public service to Solano County (Supervisor Thomson)

Attachments: [A - Resolution](#)

Library:

- 10 **18-896** Approve and present a plaque of appreciation honoring Margaret L. Walker, Volunteer Coordinator, upon her retirement from the Department of Library Services with over 17 years of dedicated public service to Solano County (Chair Vasquez)

Health and Social Services:

- 11 **18-849** Approve and present a plaque of appreciation honoring Sinami Maxie, Mental Health Clinician (Registered), upon her retirement from the Department of Health & Social Services, Behavioral Health Division with over 17 years of dedicated public service to Solano County (Supervisor Spering)

RECESS for 30 minutes to informal reception in the Board Chamber Foyer, 675 Texas Street, Fairfield in honor of the December retirees.

RECONVENE**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:

- 12 **18-894** Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors

Attachments: [A - Appointment List](#)

Board of Supervisors:

- 13 **18-882** Adopt a resolution supporting the Solano Resource Conservation District's grant application with the Sacramento-San Joaquin Delta Conservancy for the Delta Working Waterways Habitat Restoration Planning Project
- Attachments: [A - Resolution](#)

County Administrator:

- 14 **18-747** Accept the Dixon Public Library District Facilities Impact Fee Update report for FY2017/18
- Attachments: [A - FY1718 Dixon Public Library Impact Fee Report](#)
- 15 **18-755** Accept the annual fire impact fee disclosures for FY2017/18 for the Cordelia Fire Protection District, Dixon Fire Protection District, Suisun Fire Protection District and Vacaville Fire Protection District
- Attachments: [A - FY1718 Cordelia FPD Impact Fee Disclosure](#)
 [B - FY1718 Dixon FPD Impact Fee Disclosure](#)
 [C - FY1718 Suisun FPD Impact Fee Disclosure](#)
 [D - FY1718 Vacaville FPD Impact Fee Disclosure](#)
- 16 **18-812** Approve a second contract amendment with Shaw/Yoder/Antwih Inc., for State Legislative Advocacy Services for the period of January 1, 2019 through December 31, 2019, for a total amount of \$122,508, apportioned at \$84,888 annually for general, state legislative advocacy up to \$37,620 annually for advocacy services relating to the Delta and other water issues; and Delegate authority to the County Administrator to sign the contract
- Attachments: [A - Amendment](#)
 [B - Links to Original Contract and Amendment](#)
- 17 **18-823** Accept the FY2017/18 Public Facilities Fee Annual Disclosure
- Attachments: [A - Description of County PFF](#)
 [B - County PFF Rate Summary](#)
 [C - Summary of Collections and Distributions](#)
 [D - Summary of Agency Balances](#)
 [E - 180 Day Review](#)
 [F - STA FY2017/18 Annual Report](#)
 [G - Public Notice](#)

Human Resources:

- 18 **18-868** Approve a second contract amendment to the agreement with Athens Administrators, Inc., provider of third party workers' compensation claims services through June 30, 2020, to include the Athens Administrators Medical Provider Network as an Allocated Loss Adjustment Expense of \$2.50 per claim; Authorize County participation in the Athens Administrators Medical Provider Network; and Authorize the County Administrator to execute the amendment

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

- 19 **18-881** Adopt a new County administrative policy to implement the Personal Mail Policy

Attachments: [A - Policy](#)

Assessor-Recorder:

- 20 **18-858** Approve a 3 year contract with Harold W. Bertholf, Inc. to provide mineral appraisal services, for a cost not to exceed \$490,920, effective January 1, 2019 to December 31, 2021; and Authorize the County Administrator to execute the contract and any subsequent amendments that do not increase the cost of the contract

Attachments: [A - Contract](#)
 [B - Fiscal Year Impact](#)

General Services:

- 21 **18-839** Adopt a resolution and plaque of appreciation honoring David M. Bastian, Fleet Manager, upon his retirement from the Department of General Services with 28 years of public service in two California Counties, including 21 years of dedicated service to Solano County

Attachments: [A - Resolution](#)

Information Technology:

- 22 **18-883** Adopt a resolution and plaque of appreciation honoring Ira J. Rosenthal, Chief Information Officer/Registrar of Voters, upon his retirement from the Solano County Department of Information Technology with 16 years of public service, including 15 years of dedicated service to Solano County

Attachments: [A - Resolution](#)

- 23 **18-875** Adopt a resolution and plaque of appreciation honoring Gerri Johnston, Information Technology Analyst II, upon her retirement from the Solano County Department of Information Technology with over 32 years of dedicated public service to Solano County
- Attachments: [A - Resolution](#)
- 24 **18-842** Approve an amendment to the Information Technology Service Agreement (ITSA) with Avenu Insights & Analytics Inc. for \$6,190,686 for the term of January 1, 2019 through December 31, 2019; Authorize the Chief Information Officer (CIO) to execute the agreement and to negotiate and execute change orders with Avenu, not to exceed 10% of the contract amount and within departmental appropriations for IT contract services
- Attachments: [A - Amendment](#)

First 5 Solano:

- 25 **18-876** Approve a contract amendment with Fighting Back Partnership for up to \$120,000 to provide family strengthening support services for a total contract amount of \$602,604 for a term ending December 31, 2019; and Authorize the County Administrator to sign the agreement
- Attachments: [A - Second Amendment](#)
 [B - Link to Original Contract and Amendment](#)

HEALTH AND SOCIAL SERVICES

Health and Social Services:

- 26 **18-828** Adopt a resolution and plaque of appreciation honoring Diana Perry, Office Assistant III, upon her retirement from the Department of Health & Social Services, Special Investigations Bureau, with over 25 years of dedicated service to Solano County
- Attachments: [A - Resolution](#)
- 27 **18-830** Approve an Appropriation Transfer Request of \$248,130 to recognize unanticipated revenue for FY2018/19 from the California Department of Social Services for the CalWORKs Home Visiting Initiative, Healthy Families Solano Program FY2018/19 (4/5 vote required)

- 28 **18-834** Approve the Mental Health Services Act (MHSA) FY2018/19 Annual Update for mental health services rendered in FY2017/18 as required by law

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

CRIMINAL JUSTICE

Sheriff's Office:

- 29 **18-867** Adopt a resolution approving the annual application and participation in the upcoming FY2019/20 Boating Safety and Enforcement Financial Aid Program Grant in the amount of \$317,133; and Authorize the Sheriff or his designee to sign the Boating Safety and Enforcement Financial Aid Program Contract, administer the grant and sign associated amendments, operational contracts and reimbursement claims

Attachments: [A - Resolution](#)

- 30 **18-877** Adopt a resolution approving participation in the federally funded 2018 Emergency Management Performance Grant for the period of July 1, 2018 through June 30, 2019 and authorizing the Sheriff or his designees to execute any actions necessary to obtain funding through this grant; Approve an Appropriation Transfer Request (ATR) of \$213,748 to recognize the unanticipated revenue from the grant (4/5 vote required); Approve a fixed asset purchase of \$50,000 to replace six interoperable communications multi-band radios; and Authorize the Sheriff or his designees to execute any service contracts and subsequent amendments necessary to fulfill the County's responsibility under the Sheriff's 2018 EMPG Expenditure Plan and which remain within budgeted appropriations

Attachments: [A - Resolution](#)

[B - Expenditure Plan](#)

District Attorney:

- 31 **18-863** Adopt a resolution authorizing the Solano County District Attorney's prior submission of a recurring grant proposal to the California Department of Insurance for the investigation and prosecution of automobile insurance fraud; Authorize the District Attorney to accept the award in the amount of \$137,665 for the period ending June 30, 2019; and Approve an Appropriation Transfer Request recognizing \$34,805 in unanticipated grant revenue offset by program expenditures (4/5 vote required)

Attachments: [A - Grant RFA](#)

[B - Award Letters](#)

[C - Resolution](#)

- 32** **18-865** Adopt a resolution authorizing the Solano County District Attorney's prior submission of a recurring grant proposal to the California Department of Insurance for the investigation and prosecution of workers' compensation insurance fraud; Authorize the District Attorney to accept the award in the amount of \$185,681 for the period ending June 30, 2019; and Approve an Appropriation Transfer Request recognizing \$16,461 in unanticipated grant revenue offset by program expenditures (4/5 vote required)

Attachments: [A - Grant Application](#)

[B - Award Letters](#)

[C - Resolution](#)

Probation:

- 33** **18-862** Adopt a resolution and plaque of appreciation honoring Migdalia (Maggie) I. Luna, Office Coordinator, upon her retirement from the Solano County Probation Department with over 27 years of dedicated public service

Attachments: [A - Resolution](#)

LAND USE/TRANSPORTATION

Resource Management:

- 34** **18-892** Authorize the Chair of the Board of Supervisors to sign the proposed Letter Agreement submitted by the City of Vacaville to amend the Joint Powers Agreement regarding the operations of Lagoon Valley Park to allow the City of Vacaville to waive the park's parking fee for disabled veterans

Attachments: [A - Fee Waiver Letter Agreement](#)

[B - JPA Transfer Agreement](#)

MISCELLANEOUS ITEMS

Board of Supervisors:

- 35** **18-871** Approve the reappointment of Wayne Engell to the Solano Cemetery District, representing District 3, for a 4 year term to expire on January 2, 2023
- 36** **18-872** Approve the reappointment of Earl Kilmer to the Solano Cemetery District, representing District 3, for a 4 year term to expire on January 2, 2023

REGULAR CALENDAR

Rescheduled Consent Items

Consider the following:

- A)
- B)
- C)

GENERAL GOVERNMENT

County Counsel:

- 37 **18-873** Consider acknowledging the notice to retire from the Office of Solano County Auditor-Controller by Auditor-Controller Simona Padilla-Scholtens, Certified Public Accountant, on December 14, 2018; and Consider appointing Auditor-Controller-elect Phyllis Taynton, Certified Public Accountant, to fill the unexpired term of the Auditor-Controller effective December 15, 2018

Attachments: [A - Letter of Retirement](#)

OTHER

Workforce Development Board:

- 38 **18-879** Receive a report from Heather Henry, President/Executive Director of the Workforce Development Board of Solano County, on the continued progress and key initiatives of workforce activities

Attachments: [A - Presentation](#)

County Administrator:

- 39** **18-891** Consider approval of two initial agreements with Solano Shelter, Inc.: a Contribution agreement to provide housing and other services for individuals and families experiencing homelessness for a period of 10 years, and a Start-up Funding agreement for up to \$270,000, beginning January 1, 2019 through June 30, 2019, to provide housing and other services for individuals and families experiencing homelessness; Authorize the County Administrative Officer to execute the Contribution and Start-up Funding agreements and delegate authority to the County Administrator to execute any amendments to these agreements necessary to effect the intent of this item; and Approve an Appropriations Transfer Request for \$270,000 (4/5 vote required)

Attachments: [A - Contribution Agreement](#)
 [B - Start-Up Funding Agreement](#)

CLOSED SESSION

- 40** **18-888** Public Employee Appointment: Public Defender

Attachments: [A - Memorandum](#)

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

2:00 P.M.

LAND USE/TRANSPORTATION

Resource Management:

- 41** **18-762** Conduct a noticed public hearing to consider adoption of a resolution approving Minor Subdivision Application No. MS-18-04 of Edward Kenneth Jr. & Cheryl Schroeder to subdivide 82 gross acres under Williamson Act Contract No. 254 in to two parcels (Will remain under Contract No. 254) located at 8307 Schroeder Road, 1.5 miles west of the City of Dixon, zoned Exclusive Agriculture - 40 acre minimum (A-40) (Continued from November 6, 2018 meeting)

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

- 42** **18-832** Public hearing to consider adoption of a 10 month and 15-day extension of an Interim Urgency Ordinance prohibiting temporary cannabis events in the unincorporated area of Solano County; Receive a staff presentation on Board options for allowing and/or regulating temporary cannabis events within the unincorporated area of Solano County; and Direct staff to return to the Board with a permanent ordinance

Attachments: [A - Ordinance](#)
 [B - Temporary Cannabis Event Research](#)
 [C - Bureau Information](#)
 [D - Chapter 3 Solano County Code](#)
 [E - Update on State and Local Cannabis Regs](#)
 [F - Public Notice](#)

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

ADJOURN:

To the Board of Supervisors meeting of January 8, 2019 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, CA



Solano County

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Agenda Submittal

Agenda #:	1	Status:	Closed Session
Type:	Closed Session	Department:	County Counsel
File #:	18-861	Contact:	Dennis Bunting, 784-6145
Agenda date:	12/11/2018	Final Action:	
Title:	Conference with Legal Counsel - Potential Litigation: Three cases		
	Conference with Legal Counsel - Existing Litigation: Delta Stewardship Council Certification Appeal		
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 ☒

Public Hearing Required? Yes ☐ No ☒

CLOSED SESSION MEMO

- A. LICENSE/PERMIT DETERMINATION (GC § 54956.7)
 - a. Number of applicants:_____
- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (GC § 54956.8)
 - a.
- C. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
 - a. Delta Stewardship Council Certification Appeal
- D. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC § 54956.9)
 - a. Significant exposure to litigation pursuant to GC § 54956.9 (b): Two cases
 - b. Initiation of litigation pursuant to GC § 54956.9(c): One case
- E. LIABILITY CLAIMS-JOINT POWERS AUTHORITY (GC § 54956.95)
 - a. Claimant:_____
 - b. Agency against whom claim filed:_____
- F. THREAT TO PUBLIC SERVICES OR FACILITIES (GC § 54957)
 - a. Consultation with:_____
- G. PUBLIC EMPLOYEE APPOINTMENT
 - a. Title:
- H. PUBLIC EMPLOYMENT (GC § 54957)
 - a. Title:
- I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC § 54957)
 - a. Title:
- J. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (GC § 54957)
 - a. No information required
- K. CONFERENCE WITH LABOR NEGOTIATORS (GC § 54957.6):
- L. CASE REVIEW/PLANNING (GC § 54957.8)
- M. REPORT INVOLVING TRADE SECRET (GC § 54962, etc.)
 - a. Estimated year of public disclosure:_____
- N. HEARINGS
 - a. Subject matter:_____
 - (nature of hearing, i.e. medical audit comm., quality assurance comm., etc.)



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Agenda Submittal

Agenda #:	2	Status:	Presentation
Type:	Resolution-Presentation	Department:	Auditor-Controller
File #:	18-855	Contact:	Phyllis Taynton, 784-6288
Agenda date:	12/11/2018	Final Action:	
Title:	Adopt and present a resolution and plaque honoring Simona Padilla-Scholtens upon her retirement from the Auditor-Controller's Office with 34.8 years of dedicated public service to Solano County; and Receive a presentation from the State Controller's Office honoring Simona Padilla-Scholtens upon her retirement (Supervisor Spering)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Auditor-Controller's Office recommends the Board of Supervisors adopt and present a resolution and plaque honoring Simona Padilla-Scholtens, Auditor-Controller, upon her retirement from the Auditor-Controller's Office with 34.8 years of dedicated public service to Solano County; and receive a presentation from the State Controller's Office honoring Simona Padilla-Scholtens upon her retirement.

SUMMARY AND DISCUSSION:

Simona Padilla-Scholtens began her public service career in 1984 as an Internal Auditor in the Auditor-Controller's Office. She promoted to the Chief of Audits in 1986, and promoted again to Assistant Auditor-Controller in 1994. On October 24, 2004 Ms. Padilla-Scholtens was appointed Auditor-Controller to complete the remaining term of the retiring Auditor-Controller. On June 6, 2006, Ms. Padilla-Scholtens was elected to her first of three terms as elected Auditor-Controller.

Throughout her 34.8 years of County service, Ms. Padilla-Scholtens made significant contributions to the County, including the establishment of a County fund balance and reserve policy, implementation of a Countywide Whistleblower Program, national and statewide recognition for excellence in financial reporting, participation on the County's Pension and Debt Advisory Committees, and participation on various committees with the State Association of County Auditors (SACA), and President of the SACA for FY2009/2010.

Ms. Padilla-Scholtens will retire from Solano County on December 14, 2018 after serving the citizens of Solano County for 34.8 years. Ms. Padilla-Scholtens has gained the respect of County elected officials, department heads, staff and local agencies through her demonstrated fiscal knowledge and abilities, and strong ethical standards and unwavering commitment to being accountable to the taxpayers.

FINANCIAL IMPACT:

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

ALTERNATIVES:

The Board of Supervisors could choose not to adopt this resolution and approve this plaque of appreciation; however, this is not recommended because this is an opportunity to recognize Simona Padilla-Scholtens for her exceptional dedication and outstanding contributions to the County.

OTHER AGENCY INVOLVEMENT:

There is no other agency involvement.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2018-

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING SIMONA PADILLA-SCHOLTENS UPON HER RETIREMENT FROM THE AUDITOR-CONTROLLER'S OFFICE WITH 34.8 YEARS OF DEDICATED SERVICE TO SOLANO COUNTY

WHEREAS, in 1968, Simona Padilla-Scholtens migrated to the United States from Mexico at the age of 10; and

WHEREAS, Ms. Padilla-Scholtens graduated from Armijo High School and earned an Associate's Degree from Solano College. Simona earned her Bachelor of Science degree in Business Administration with an emphasis in Accounting from California State University Sacramento; and

WHEREAS, while attending college, Ms. Padilla-Scholtens worked for a local certified public accountant who became her mentor; and

WHEREAS, Ms. Padilla-Scholtens successfully passed the national Certified Public Accountancy exam and became a licensed California Certified Public Accountant; and

WHEREAS, on February 14, 1984 Ms. Padilla-Scholtens began her 34.8 year career with Solano County when she was hired as an Internal Auditor in the Auditor-Controller's Office; and

WHEREAS, on February 9, 1986, Ms. Padilla-Scholtens was promoted to Chief of Audits (Audit Manager); and

WHEREAS, on August 28, 1994, Ms. Padilla-Scholtens was promoted to Assistant Auditor-Controller; and

WHEREAS, on October 24, 2004, Ms. Padilla-Scholtens was appointed Auditor-Controller to complete the remaining term of the retiring Auditor-Controller; and

WHEREAS, on June 6, 2006, Ms. Padilla-Scholtens was elected to her first term as Auditor-Controller, where she has continued to serve the citizens of Solano County, until her retirement on December 14, 2018; and

WHEREAS, since 2002, under Ms. Padilla-Scholtens' leadership, the County has received the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting for the last 16 consecutive years; and

WHEREAS, during Ms. Padilla-Scholtens' tenure, the Auditor-Controller's Office has received the State Controller's Award for Excellence in Financial Reporting for 16 consecutive years; and

WHEREAS, in 2007, Ms. Padilla-Scholtens developed a Countywide Fund Balance and Reserve Policy that was adopted by the Board and continues to be a key policy that drives the County's fiscal stability; and

WHEREAS, in 2008, under Ms. Padilla-Scholtens leadership, the Auditor-Controller's Office implemented a Countywide Whistleblower Program to provide a process by which perceived incidents of fraud, waste and abuse can be reported and investigated; and

WHEREAS, during Ms. Padilla-Scholtens' tenure, she has served as a key member on both the County's Pension and Debt Advisory Committees who proactively make recommendations to the County Administrator's Office for managing the County's Pension Liability through the funding of the CalPERS Rate Stabilization Reserve and an IRS Section 115 Trust; and

WHEREAS, Ms. Padilla-Scholtens held leadership roles in the State Association of County Auditors where she made significant contributions on various committees and served as President in fiscal year 2009/10; and

WHEREAS, during Ms. Padilla-Scholtens' tenure, Simona married John Scholtens and raised three children, John, Briana and Jesse; and

WHEREAS, December 14, 2018 marks the end of Ms. Padilla-Scholtens' historical career with Solano County where she leaves a legacy of strong fiscal leadership. Throughout her 34.8 years of County service, she has gained the respect of County elected officials, department heads, staff and local agencies through her demonstrated fiscal knowledge and abilities, and strong ethical standards and unwavering commitment to being accountable to the taxpayers.

NOW, THEREFORE BE IT RESOLVED, the Solano County Board of Supervisors commends and thanks Simona Padilla-Scholtens for her 34.8 years of exceptional and dedicated service to Solano County and wishes her a long, happy, and well-deserved retirement.

Dated this 11th day of December, 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
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Agenda Submittal

Agenda #:	3	Status:	Presentation
Type:	Resolution-Presentation	Department:	Public Defender
File #:	18-870	Contact:	Brianna Nobil ,784-6729
Agenda date:	12/11/2018	Final Action:	
Title:	Adopt and present a resolution and plaque of appreciation honoring Lesli Caldwell, Public Defender, upon her retirement from the Solano County Public Defender's Office with 38 years of public service to two California counties, including 12 years of dedicated service to the Solano County Public Defender's Office (Supervisor Thomson)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

The County Administrator recommends that the Board of Supervisors adopt and present a resolution and plaque of appreciation honoring Lesli M. Caldwell, Public Defender, upon her retirement from the Solano County Public Defender's Office with 38 years of public service in two California counties, including 12 years of dedicated service to the Solano County Public Defender's Office.

SUMMARY/DISCUSSION:

Lesli M. Caldwell grew up in the Bay Area and attended the University of California at Berkeley, where she received her B.A. degree in 1976, and received her law degree from Santa Clara University in 1979.

In 1980, Ms. Caldwell began her public service career with the Contra Costa County Public Defender's Office as a trial attorney. She gained a lot of valuable experience during this time, representing every type of case coming into the office, from misdemeanors to capital murder. Ms. Caldwell developed a specialization in gang cases and mental health issue cases. During her time with Contra Costa County, Ms. Caldwell was actively involved in mentoring and training less experienced attorneys.

In 2007, Ms. Caldwell retired from the Contra Costa Public Defender and joined the Solano County Public Defender as Chief Deputy, and in 2010, she was appointed by the Board to lead the department as the Solano County Public Defender.

As the Solano County Public Defender, Ms. Caldwell has focused on hiring passionate and committed attorneys who share her dedication for advocating for the rights of the poor who find themselves confronted with the criminal justice system. Through her leadership, the quality of litigation has improved, resulting in better outcomes for the clients of the office. The office had a 66% positive outcome of all felony jury trials and

73% of all misdemeanor jury trials for 2016 and a 78% positive outcome of all felony jury trials and 84% of all misdemeanor jury trials for 2017.

Ms. Caldwell has added ancillary services to provide resources to help clients obtain rehabilitative services, through our Social Workers, and clear up their arrest and conviction record, with our Paralegals.

Ms. Caldwell has also overseen the transition to a new case management system, which has increased productivity through its connection to the courts' data. The misdemeanor unit is almost completely paperless, with the other units well on the way. This new system will eventually connect with Probation, the Sheriff and District Attorney.

Ms. Caldwell is dedicated to educating attorneys, helping ensure the best possible representation and continues to be active in training, both in the office and throughout the state. She is a presenter every year at the California Public Defender Association Trial Skills Institute for new lawyers, and at the Brian Shechmeister Death Penalty College, to experienced practitioners with capital cases from around the country.

In addition, Ms. Caldwell has been a Board Member with California Attorneys for Criminal Justice and with Legal Services for Northern California. She is the National Legal Aid and Defender Association Liaison to the American Bar Association Criminal Justice Standards Committee, and on the Committee on Indigent Defense for the National Association of Criminal Defense Lawyers.

Ms. Caldwell will be retiring on December 31, 2018 after serving the Solano County community for over 12 years. During Ms. Caldwell's tenure, her tenacious advocacy has epitomized the mission of the Solano County Public Defender to defend the poor, the friendless, the abused, the down-trodden and the mentally ill with compassion, respect, creativity, and determination. In doing this, the rights of all people are guarded by defending the Constitution.

FINANCIAL IMPACT:

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

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

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

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2018-

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING LESLI M. CALDWELL, PUBLIC DEFENDER, UPON HER RETIREMENT FROM THE DEPARTMENT OF THE PUBLIC DEFENDER WITH 38 YEARS OF PUBLIC SERVICE IN TWO CALIFORNIA COUNTIES, INCLUDING 12 YEARS OF DEDICATED SERVICE TO SOLANO COUNTY

WHEREAS, Lesli M. Caldwell began her 38-year career in public service in 1980 as a Deputy Public Defender with the Contra Costa Public Defender; and

WHEREAS, over twenty-seven years with the Contra Costa Public Defender, Ms. Caldwell represented every type of case coming into the office, from misdemeanors to capital murder, developing a specialization in gang cases and in mental health issues, and was actively involved in mentoring and training less experienced attorneys; and

WHEREAS, in 2007, Ms. Caldwell retired from the Contra Costa Public Defender and joined the Solano County Public Defender as Chief Deputy, and in 2010 she was appointed by the Board to lead the department as the Solano County Public Defender; and

WHEREAS, Ms. Caldwell has focused on hiring passionate and committed attorneys who share her dedication for advocating for the rights of the poor who find themselves confronted with the criminal justice system; and

WHEREAS, through her leadership, the quality of litigation has improved, resulting in better outcomes for the clients of the office; including a 66% positive outcome of all felony jury trials and 73% of all misdemeanor jury trials for 2016, and a 78% positive outcome of all felony jury trials and 84% of all misdemeanor jury trials for 2017; and

WHEREAS, Ms. Caldwell has added ancillary services to provide resources to help clients obtain rehabilitative services, through our Social Workers, and clear up their arrest and conviction record, with our Paralegals; and

WHEREAS, Ms. Caldwell has also overseen the transition to a new case management system, which has increased productivity through its connection to the courts' data, with the capability of sharing with other criminal justice partners, and through the elimination of paper files; and

WHEREAS, Ms. Caldwell has been a Board Member with California Attorneys for Criminal Justice and with Legal Services for Northern California; the National Legal Aid and Defender Association Liaison to the American Bar Association Criminal Justice Standards Committee, and on the Committee on Indigent Defense for the National Association of Criminal Defense Lawyers; and has continued to be active with training new and experienced attorneys statewide; and

WHEREAS, Ms. Caldwell, through her tenacious advocacy and commitment to guarding the rights of all by defending the Constitution, has earned the admiration and respect of those who have had the privilege of working with her over the course of her 38 years in public service.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby recognizes Lesli M. Caldwell for her 38 years of dedicated public service and wishes her success in her future endeavors and a long, happy, and well-deserved retirement.

Dated this 11th day of December, 2018

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	4	Status:	Presentation
Type:	Resolution-Presentation	Department:	Department of Child Support Services
File #:	18-777	Contact:	Pamela K. Posehn, 784-3606
Agenda date:	12/11/2018	Final Action:	
Title:	Adopt and present a resolution and plaque of appreciation honoring Sandra Lee, Supervising Child Support Specialist, upon her retirement from the Solano County Department of Child Support Services with over 30 years of dedicated public service (Chair Vasquez)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Child Support Services recommends that the Board of Supervisors adopt a resolution and plaque of appreciation honoring Sandra Lee, Supervising Child Support Specialist, upon her retirement with over 30 years of dedicated public service.

SUMMARY/DISCUSSION:

Sandra Lee began her career with Solano County on March 7, 1988 as a Records Clerk with the District Attorney/Family Support Division, which later became the Department of Child Support Services. Sandra Lee was promoted on January 1, 1989 to Client Services Specialist, then to Fiscal Clerk, then to Family Support Officer, then to Senior Family Support Officer, and ultimately to Supervising Child Support Specialist on January 4, 2004 where she remained until her retirement.

Sandra Lee represented the Department of Child Support Services on the Solano Partnership against Violence Advisory Board. Sandra Lee demonstrated her ability to participate nationally in her role as Interstate Coordinator and as the National Interstate Case Reconciliation Project lead. Sandra Lee was instrumental in the successful conversion to California Child Support Automation System - Child Support Enforcement (CCSAS-CSE) by designing a more efficient mail room process and using document imaging, she assisted the department's effort to eliminate paper files and the need for off-site file storage.

Sandra Lee was a valuable member of the department supervisory team, providing input in operational decisions and planning. Sandra Lee understood and embraced the importance of "team" with her staff and her peers. Sandra Lee received the Department of Child Support Services 2018 People's Choice Award for her generous contributions to her peers and the department. Sandra Lee has consistently demonstrated professionalism, integrity and dedication to the children and families of Solano County.

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 adopt this resolution and plaque of appreciation. This is not recommended as this is an opportunity to recognize Sandra Lee's dedication and contributions to Solano County.

OTHER AGENCY INVOLVEMENT:

There is no other agency involvement.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No.2018 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING SANDRA LEE, SUPERVISING CHILD SUPPORT SPECIALIST, UPON HER RETIREMENT FROM THE SOLANO COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES WITH OVER 30 YEARS OF DEDICATED PUBLIC SERVICE

WHEREAS, Sandra Lee began her career with Solano County on March 7, 1988 as a Records Clerk with the District Attorney/Family Support Division, which later became the Department of Child Support Services; and

WHEREAS, Sandra Lee was promoted on January 1, 1989 to Client Services Specialist, then to Fiscal Clerk, then to Family Support Officer, then to Senior Family Support Officer, and ultimately to Supervising Child Support Specialist on January 4, 2004 where she remained until her retirement; and

WHEREAS, Sandra Lee represented the department on the Solano Partnership Against Violence Advisory Board; and

WHEREAS, Sandra Lee demonstrated her ability to participate nationally in her role as Interstate Coordinator and the National Interstate Case Reconciliation Project lead; and

WHEREAS, Sandra Lee was instrumental in the successful conversion to California Child Support Automation System – Child Support Enforcement by designing a more efficient mail room process and using document imaging, she assisted the department's effort to eliminate paper files and the need for off-site file storage; and

WHEREAS, Sandra Lee was a valuable member of the department's supervisory team, providing input in operational decisions and planning; and

WHEREAS, Sandra Lee understood and embraced the importance of "team" with her staff and her peers; and

WHEREAS, Sandra Lee received the Department of Child Support's 2018 People's Choice Award for her generous and selfless contributions to her peers and the department; and

WHEREAS, Sandra Lee consistently demonstrated professionalism, integrity and dedication to the children and families of Solano County.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby honors and recognizes Sandra Lee for over 30 years of dedicated service to the citizens of Solano County, and wishes her success in her future endeavors and a long, happy, and well-deserved retirement.

Dated this 11th of December, 2018

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

675 Texas Street
Fairfield, California 94533
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Agenda Submittal

Agenda #:	5	Status:	Presentation
Type:	Resolution-Presentation	Department:	Resource Management
File #:	18-874	Contact:	Bill Emlen, 784-6062
Agenda date:	12/11/2018	Final Action:	
Title:	Adopt and present a resolution and plaque of appreciation honoring Phil Seilhan, Senior Engineering Technician, upon his retirement from the Department of Resource Management with over 27 years of dedicated public service to Solano County (Chair Vasquez)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board of Supervisors adopt and present a resolution and plaque of appreciation honoring Phil Seilhan, Senior Engineering Technician, upon his retirement from the Department of Resource Management with over 27 years of dedicated public service to Solano County.

SUMMARY/DISCUSSION:

Phil Seilhan will be retiring on December 14, 2018 as a Senior Engineering Technician with the Department of Resource Management after 27 years of excellent service to Solano County and its residents. In his early career, Mr. Seilhan worked for 3 years in the Alameda shipyard doing rigging. He transitioned into construction, working 10 (hard) years for a foundation repair company as a construction foreman.

Phil Seilhan was then hired by Solano County as an Engineering Technician on August 13, 1991, to work in Survey Section as part of the field survey crew. Mr. Seilhan exhibited an aptitude for mapping and research, so he was moved in 1996 to work on mapping and Autocad drafting. Mr. Seilhan continued to display exceptional leadership skills in his tasks and was promoted to Senior Engineering Technician on October 18, 1998, where he transitioned to work on project delivery in the Engineering Section. Mr. Seilhan's talents in technical writing, report reviews, and strategic flexibility really shined in the last decade, where he worked as lead on environmental clearance of most of the Department's federally funded projects.

In his twenty-seven years of service to the County, Mr. Seilhan has remained a cornerstone member of the Engineering Division, handling environmental approvals and managing the bidding process for the Department's capital improvement projects on the County's roads and bridges. Mr. Seilhan's diligence in following the protocols and procedures to successfully solicit bids has enabled the County to produce award

winning project delivery work. Mr. Seilhan is also credited with organizing and converting Public Works Engineering project paperwork into a formal digital archive in 2010.

On the personal side, Phil is recognized throughout the Department for his friendly demeanor, both to the public and fellow staff. Mr. Seilhan has graced many of his coworkers with numerous versions of ditties and ballads, a cappella, as well as rocking karaoke. Mr. Seilhan has also provided his Division sound veteran wisdom, coffee you can chew, and great humor along the way.

Mr. Seilhan plans to learn how to relax in retirement, but still plans to faithfully attend Giants baseball games, be active in his church, and take care of Mom. He'll also be doling out his wit and wisdom over the occasional stout in a few local pubs. We wish him all the best in his retirement from County service and with his new adventures in this next chapter of his life.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed in 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 may choose not to approve a plaque of appreciation. This is not recommended as it is an opportunity to acknowledge Mr. Seilhan's dedicated service to Solano County.

OTHER AGENCY INVOLVEMENT:

There is no other agency involvement.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2018 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING PHIL SEILHAN, SENIOR ENGINEERING TECHNICIAN, UPON HIS RETIREMENT FROM THE DEPARTMENT OF RESOURCE MANAGEMENT WITH OVER 27 YEARS OF DEDICATED PUBLIC SERVICE TO SOLANO COUNTY

WHEREAS, Phil Seilhan has been a cornerstone employee of the Department of Resource Management for over 27 years, beginning his career as an Engineering Technician on August 19, 1991; and

WHEREAS, Mr. Seilhan initially worked in the Survey Section on the field survey crew for five years until he was recognized for his drafting and research skills, being was moved into the Department office to work on mapping and Autocad drawing in 1996; and

WHEREAS, Phil Seilhan exhibited extraordinary leadership skills and was promoted to Senior Engineering Technician on September 17, 1998 and moved to the Engineering Section for project delivery; and

WHEREAS, through his attention to detail, environmental review talents, and strategic flexibility, Mr. Seilhan established himself as lead technician in charge of all environmental clearance duties for federal projects, including reorganizing all digital archival of project work in Public Works Engineering Division in 2010; and

WHEREAS, Phil Seilhan showed particular diligence in process review and document organization, becoming lead technician in charge of all bid and proposal solicitations, helping Solano County attain a very favorable reputation among construction bidders and consultant service contractors; and

WHEREAS, Mr. Seilhan is greatly valued and will be missed by his friends and colleagues in Public Works for his integrity, breadth of knowledge, excellence, and dedication to the highest ideals of engineering, surveying, and environmentalism.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby recognizes Phil Seilhan for his many years of outstanding and dedicated service to the people of Solano County, and joins his friends and colleagues at the Solano County Department of Resource Management in wishing him a long, healthy, and happy retirement.

Dated this 11th day of December, 2018

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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Agenda Submittal

Agenda #:	6	Status:	Presentation
Type:	Resolution-Presentation	Department:	Health and Social Services
File #:	18-854	Contact:	Gerald Huber, 784-8400
Agenda date:	12/11/2018	Final Action:	
Title:	Adopt and present a resolution and plaque of appreciation honoring Katherine Yamamoto, Eligibility Benefits Specialist Supervisor, upon her retirement from the Department of Health & Social Services, Employment & Eligibility Services Division with over 24 years of dedicated service to Solano County (Supervisor Brown)		
Governing body:	Board of Supervisors		
District:	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:

The Department of Health & Social Services recommends that the Board adopt and present a resolution and plaque of appreciation honoring Katherine Yamamoto, Eligibility Benefits Specialist Supervisor, upon her retirement from the Department of Health & Social Services, Employment & Eligibility Services Division with over 24 years of dedicated service to Solano County.

SUMMARY/DISCUSSION

Katherine Yamamoto began her career with Solano County Health and Social Services on November 16, 1994 and has been a dedicated employee for over twenty-four years. Ms. Yamamoto's career began as an Eligibility Worker assigned to the Medi-Cal program. In 2002, she promoted to an Eligibility Benefits Specialist III as a Lead Worker, and in 2005 she promoted to Eligibility Benefits Specialist Supervisor.

In 2008, Ms. Yamamoto was assigned to the Benefits Action Center, which was the Department's first call center serving clients in receipt of Medi-Cal or CalFresh benefits. In 2013, Ms. Yamamoto transferred to the newly created Center for Healthcare Options and Insurance Coverage Enrollment (CHOICE) Bureau which was responsible for the implementation of the Affordable Care Act, or Health Care Reform, for residents of Solano County. For the past two years, Ms. Yamamoto has led a unit of staff who manage a specialized caseload for the elderly and disabled population.

Ms. Yamamoto is very passionate in the work that she provides, and H&SS extends sincere and grateful appreciation for her dedicated service to Solano County. H&SS congratulates her on a well-earned retirement and wishes her all the best along with continued success, happiness, and good health in the years to come.

FINANCIAL impact:

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

ALTERNATIVES:

The Board may choose not adopt this resolution and plaque of appreciation. This is not recommended as this is an opportunity to recognize Katherine Yamamoto's dedication and contributions to the County.

OTHER AGENCY INVOLVEMENT:

There is no other agency involvement.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2018 -

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
HONORING KATHERINE YAMAMOTO, ELIGIBILITY BENEFITS SPECIALIST
SUPERVISOR, UPON HER RETIREMENT FROM THE DEPARTMENT OF HEALTH &
SOCIAL SERVICES EMPLOYMENT & ELIGIBILITY SERVICES DIVISION WITH OVER 24
YEARS OF DEDICATED SERVICE TO SOLANO COUNTY**

WHEREAS, Katherine Yamamoto began her career in November 1994 as an Eligibility Worker assigned to the Medi-Cal program in the Vallejo office and later transferred to Fairfield; and

WHEREAS, in February 2002, Ms. Yamamoto promoted to the position of Eligibility Benefits Specialist III, serving as a Lead Worker in the Medi-Cal unit on Georgia St. in Vallejo and later to the Outstation Unit; and

WHEREAS, in December 2005, Ms. Yamamoto promoted to the position of Eligibility Benefits Specialist Supervisor and returned to the Georgia St. office; and

WHEREAS, in June 2008, Ms. Yamamoto transferred to the newly opened Benefits Action Center, the first Employment & Eligibility call center for Health and Social Services, where she provided ongoing case management for clients in receipt of Medi-Cal and CalFresh benefits; and

WHEREAS, in September 2013, Ms. Yamamoto volunteered to transfer to the newly created Center for Healthcare Options and Insurance Coverage Enrollment (CHOICE) Bureau which was responsible for the implementation of the Affordable Care Act, or Health Care Reform; and

WHEREAS, in September 2016, Ms. Yamamoto embarked on her final assignment where she supervised eligibility staff in the Older and Disabled Adult Services Bureau which specializes in providing Medi-Cal and CalFresh benefits and case management to the vulnerable elderly and disabled population of Solano County; and

WHEREAS, Ms. Yamamoto's dedication and commitment has never wavered, and she will be deeply missed.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby honors Katherine Yamamoto for her loyal service and wishes her well in her retirement and future endeavors.

Dated this 11th day of December 2018

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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Fairfield, California 94533
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Agenda Submittal

Agenda #:	7	Status:	Presentation
Type:	Resolution-Presentation	Department:	Health and Social Services
File #:	18-826	Contact:	Gerald Huber, 784-8400
Agenda date:	12/11/2018	Final Action:	
Title:	Adopt and present a resolution and plaque of appreciation honoring Thelma Daez-Sy, Public Health Nutritionist, upon her retirement from the Department of Health and Social Services, Public Health Division with 23 years of dedicated public service to Solano County (Supervisor Brown)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services (H&SS) recommends that the Board of Supervisors adopt and present a resolution and plaque of appreciation honoring Thelma Daez-Sy, Public Health Nutritionist, upon her retirement from the Department of Health and Social Services, Public Health Division with 23 years of dedicated public service to Solano County.

SUMMARY/DISCUSSION:

Thelma Daez-Sy began her career on December 11, 1995 and has worked all of her 23 years in the Nutrition Services Bureau of the Public Health Division, working in both the Women, Infants, and Children (WIC) program and the Nutrition Education and Obesity Prevention (NEOP) program. As a bilingual WIC Public Health Nutritionist, Ms. Daez-Sy provided nutrition education for high-risk families, breastfeeding support and critical linkages to community resources for thousands of vulnerable pregnant and postpartum woman, infants and children up to the age of 5 years. Ms. Daez-Sy provided WIC services and taught nutrition education classes for perinatal women in substance abuse treatment programs and provided nutrition case management for perinatal women on both the WIC and SolanoWORKS programs.

While working in NEOP, Ms. Daez-Sy provided nutrition education in elementary schools and participated in community assessment projects that ultimately resulted in the Healthy Market projects. Her passionate performances as the Iron Chef during National Nutrition Month and for food demonstrations in the community are legendary.

In 1996, Ms. Daez-Sy became a Certified Lactation Educator to provide more in-depth breastfeeding support for breastfeeding mothers. Throughout her career, Ms. Daez-Sy has provided excellent services and support for Solano County mothers and children with compassion, respect and a tremendous amount of commitment.

Ms. Daez-Sy is retiring on December 14, 2018 and H&SS wishes her well upon her retirement and future endeavors.

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 adopt and present this resolution and plaque of appreciation. This is not recommended as it is an opportunity to recognize Ms. Daez-Sy'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 BOARD OF SUPERVISORS
HONORING THELMA DAEZ-SY, PUBLIC HEALTH NUTRITIONIST, UPON HER RETIREMENT
FROM THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES, PUBLIC HEALTH
DIVISION WITH 23 YEARS OF SERVICE IN SOLANO COUNTY**

WHEREAS, Thelma Daez-Sy has worked in Solano County Nutrition Services as a Public Health Nutritionist since December 11, 1995; and

WHEREAS, Ms. Daez-Sy has provided nutrition education, breastfeeding support and critical linkages to community resources for thousands of vulnerable pregnant and postpartum woman, infants and children up to the age of 5 years; and

WHEREAS, Ms. Daez-Sy has provided nutrition education to hundreds of at-risk women in substance abuse recovery programs; and

WHEREAS, Ms. Daez-Sy has presented entertaining, lively and educational nutrition education to hundreds of school-aged children when working with the Nutrition and Obesity Prevention Program, and

WHEREAS, Ms. Daez-Sy is greatly valued and will be missed by her co-workers, colleagues, community partners and clients for her integrity, positive outlook, good humor and dedication to the highest level; and

NOW, THEREFORE, BE IT RESOLVED, that the Solano County Board of Supervisors hereby honors and recognizes Thelma Daez-Sy for 23 years of dedicated service to mothers and children of Solano County, and wishes her success in her future endeavors and a long, happy and well-deserved retirement.

Dated this 11th day of December, 2018

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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Fairfield, California 94533
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Agenda Submittal

Agenda #:	8	Status:	Regular Calendar
Type:	Resolution-Presentation	Department:	General Services
File #:	18-840	Contact:	Megan Greve, 784-7900
Agenda date:	12/11/2018	Final Action:	
Title:	Adopt and present a resolution and plaque of appreciation honoring Kanon R. Artiche, General Services Assistant Director, upon his retirement from the Department of General Services with over 22 years of dedicated service to Solano County, including over 2 years as a County consultant and 20 years as an employee of Solano County (Chair Vasquez)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Department of General Services recommends that the Board of Supervisors adopt and present a resolution and plaque of appreciation honoring Kanon R. Artiche, AIA, General Services Assistant Director, upon his retirement from the Department of General Services with over 22 years of dedicated service to Solano County, including over 2 years as a County consultant and 20 years as an employee of Solano County.

SUMMARY/DISCUSSION:

Kanon R. Artiche began his Solano County career in July 1996 working as a private-sector consultant to Solano County where he served for over 2 years before accepting the position of Solano County Architect in February 1999 where he served in that capacity for over 14 years. Mr. Artiche was promoted to Deputy Director of General Services in June 2013 and his position was reclassified as Assistant Director of General Services in May 2015 where he served in those positions for over 5 years.

During his tenure with Solano County, Kanon Artiche managed unprecedented development of a new generation of County facilities, including the Solano County Government Center in the Downtown Fairfield County Campus, the largest capital improvement project and first LEED™ (leadership in Energy and Environmental Design™) certified building in Solano County's 168-year history. His efforts brought local, state and federal recognition and awards, which elevated the profile of Solano County within the design and construction industry and community-at-large. He authored or co-authored competitive grant applications which resulted in over \$102 million in grant awards from other agencies, leveraging and preserving local funds for other uses. Mr. Artiche pioneered project delivery methods that were new to California Counties, co-authored and advocated for legislation that resulted in expanded access to innovative project delivery methods to public agencies throughout California.

Mr. Artiche served as Logistics Chief during emergency responses to local fires, floods and earthquakes. He served as Chairperson of the County's Smoke-free Facilities Policy Transition Team to establish smoke-free County facilities. He represented Solano County by serving as a Project Principal during the state's Renovation of the 1911 Solano Courthouse and as a member of the Technical Advisory Committee during City of Fairfield's development of the Heart of Fairfield Master Plan. He prepared technical studies and implemented numerous operational improvements to the Department of General Services to provide business continuity, transfer institutional knowledge, and improve service delivery. Mr. Artiche was part of the 2008 inaugural class of Solano County's Future Leaders Program administered by the University of California, Davis Extension and served as a Subject Matter Expert for the former State Board of Corrections, now known as the State of California Corrections Standards Authority.

During the past two decades, Mr. Artiche has been an active member of the American Institute of Architects, Central Valley Chapter, served as past President of the California Counties Architects and Engineers Association(CCAEA), and co-founded the CCAEA Public Project Awards of Excellence to recognize the counties and individual responsible for delivering county projects throughout the state. In 2018, Mr. Artiche received the Founder's Award to recognize his decades of service to CCAEA. For over a decade, Mr. Artiche also served as a Supplemental Exam Commissioner for the California Architects Board to administer the final examination in the licensing process to practice architecture in California, and he served as a founding judge for the Design-Build Institute of America's Western Region Awards Program to recognize exemplary design-build projects.

Prior to working for Solano County, Mr. Artiche received Baccalaureate degrees from the University of California, Riverside, and California Polytechnic State University, San Luis Obispo. He became a licensed architect in the state of California in December 1983. He began his 40-year professional career working for private sector architectural and project construction management firms in Orange County before relocating to northern California and beginning work with Solano County as a consultant in 1996.

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 adopt the resolution and plaque of appreciation. This alternative is not recommended because Mr. Artiche's service to Solano County is worthy of recognition and provides a positive example for others.

OTHER AGENCY INVOLVEMENT:

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

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2018 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING KANON R. ARTICHE, GENERAL SERVICES ASSISTANT DIRECTOR, HONORING HIM FOR OVER 22 YEARS OF DEDICATED SERVICE TO SOLANO COUNTY, INCLUDING OVER 2 YEARS AS A COUNTY CONSULTANT AND 20 YEARS AS AN EMPLOYEE OF SOLANO COUNTY

WHEREAS, Kanon R. Artiche, AIA, began his 22-year public service career with Solano County in July 1996 as a County consultant before he accepted the position of County Architect in February 1999 where he served for over 14 years. Mr. Artiche was promoted to Deputy Director of General Services in June 2013 and his position was reclassified to Assistant Director in May 2015 where he served until his retirement from Solano County; and

WHEREAS, Mr. Artiche managed unprecedented development of an entire generation of County facilities in Solano County's 168-year history that resulted in a net increase in 1.4 million gross square feet (GSF) of space comprised of office buildings, clinics, laboratories, detention facilities, libraries, local and state court facilities, veterans' memorial halls, energy and water conservation improvements, and environmental remediation using a variety of project delivery methods including design/bid/build, design/build, job order contracting and performance contracting; and

WHEREAS, Mr. Artiche's capital improvement project-related efforts garnered federal, state and local recognition through public, private sector design and construction industry awards for excellence in design, construction management, project delivery, sustainability, energy conservation, waste reduction, and partnering. He also volunteered time to stage the County's annual State Fair exhibits for over a decade which garnered a collection of awards in every available category; and

WHEREAS, Mr. Artiche authored or co-authored grant applications which resulted in over \$102 million in state and federal funding thereby leveraging local dollars for use on other projects/services; and

WHEREAS, Mr. Artiche served as Project Director of the Solano County Government Center Project in Fairfield, the County's marquis development. This \$100 million project, the largest in County history, is comprised of a six-story, 300,000 GSF County Administration Center that houses over 800 employees and 16 Departments, a 5-level, 1,008 stall parking structure with photovoltaic array, and a 2-story, 43,000 GSF Probation Services Building. The project became the first LEED™ (Leadership in Energy and Environmental Design) Certified project in Solano County; and

WHEREAS, Mr. Artiche established the format and content for the 5-year Capital Facilities Improvement Plan with 17 annual updates spanning 21 years. He developed facility master plans documents, facility condition assessments and code-compliance documents to shape future County facilities. He pioneered project delivery methods that were new to California Counties, co-authored and advocated for legislation, and testified before committees in both houses of the State legislature that has resulted in expanded access to innovative project delivery methods to public agencies throughout California. and

WHEREAS, during his tenure as General Services Deputy and Assistant Director, Kanon Artiche prepared technical studies and implemented numerous operational improvements to the Department to provide business continuity, transfer institutional knowledge, and improve service delivery. He served as Logistics Chief during emergency responses, served as Chairperson of the County's Smoke-free Facilities Policy Transition Team, as a Project Principal during the state's Renovation of the 1911 Solano Courthouse, and as a member of the Technical Advisory Committee during City of Fairfield's development of the Heart of Fairfield Master Plan.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby recognizes Kanon R. Artiche, AIA for over 22 years of dedicated public service and wishes him success in his future endeavors and a long, happy, and well-deserved retirement.

Dated this 11th day of December, 2018

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	9	Status:	Presentation
Type:	Resolution-Presentation	Department:	County Administrator
File #:	18-893	Contact:	Melinda Sandy, 784-6661
Agenda date:	12/11/2018	Final Action:	
Title:	Adopt and present a plaque and resolution honoring Sandra J. Hoffert, Office Assistant II, upon her retirement from the Solano County Administrator's Office with over 20 years of dedicated public service to Solano County (Supervisor Thomson)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The County Administrator recommends that the Board of Supervisors adopt and present a plaque and resolution honoring Sandra J. Hoffert, Office Assistant II, upon her retirement from the Solano County Administrator's Office with over 20 years of dedicated public service to Solano County.

SUMMARY/ DISCUSSION:

Sandra J. Hoffert has been a valued member of the Solano County Administrator's Office (CAO) staff for more than twenty years, starting her career at Solano County as an extra help Clerk on July 6, 1998. Ms. Hoffert was appointed to full time Clerk on November 2, 1998.

Ms. Hoffert was reclassified to Office Assistant I on April 4, 1999, where she worked to improve her skills and knowledge of the various departments within the County Administrator's Office. She promoted to Office Assistant II on November 10, 2002. Ms. Hoffert is a well-respected and an integral member of the County Administrator's Office (CAO) clerical team, supporting the CAO staff, Clerk of the Board staff, Board of Supervisors and County Counsel and participating in special projects, including fundraising activities for the annual holiday food fight, benefiting the Food Bank of Contra Costa and Solano County.

Ms. Hoffert has dedicated her career to public service and is the friendly face for the 6th floor public counter. In addition to providing clerical and public filing notices, Ms. Hoffert also supports the Board of Supervisors (BOS) and County Counsel Office. As the first point-of-contact for the CAO, BOS and County Counsel offices, Ms. Hoffert always makes sure that guests are well taken care of and that the presentation of the County is at its highest standards.

Ms. Hoffert displays a high level of professionalism and remains flexible to the ever-changing clerical and customer service responsibilities. She takes pride in preparing the final touches to board resolutions,

proclamations, and various certificates presented at the BOS meetings.

Ms. Hoffert's extensive knowledge of County processes has enabled her to guide the public respectfully to the proper resources, no matter the content of the question or inquiry, going beyond acceptable customer service to obtain an answer or resolution. Additionally, her ever-present candy bowl has become a welcome addition to the CAO, which she makes sure to include the favorite candies of staff members.

Ms. Hoffert will retire from Solano County on December 29, 2018 after serving the Solano County community for more than 20 years. Ms. Hoffert is greatly valued and will be missed by her friends and colleagues in the CAO, BOS and County Counsel offices. She will be missed by all County departments for her integrity, breadth of knowledge, excellence and dedication to public service.

FINANCIAL IMPACT:

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

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

There is no other agency involvement.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2018 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING SANDRA J. HOFFERT, OFFICE ASSISTANT II, UPON HER RETIREMENT FROM THE SOLANO COUNTY ADMINISTRATOR'S OFFICE WITH OVER 20 YEARS OF DEDICATED PUBLIC SERVICE TO SOLANO COUNTY

WHEREAS, Sandra J. Hoffert began her career with the County Administrator's Office as a Clerk on November 2, 1998 and is retiring after more than 20 years; and

WHEREAS, Ms. Hoffert's was reclassified to Office Assistant I on April 4, 1999 and as her knowledge grew she was promoted to Office Assistant II on November 10, 2002; and

WHEREAS, Ms. Hoffert has been the helpful voice and public face that greets individuals seeking assistance whether on the phone or at the front counter; and

WHEREAS, Ms. Hoffert has dedicated herself to serving the public, providing essential support, answering questions and accepting countless forms, documents and report dropped off weekly for the County Administrator's Office, Clerk of the Board, County Counsel and the Board of Supervisors; and

WHEREAS, Ms. Hoffert has displayed a high level of professionalism and has been flexible to the ever-changing clerical and customer service responsibilities, taking pride in preparing the final touches to board resolutions, proclamations, and various certificates presented by the Board of Supervisors; and

WHEREAS, Ms. Hoffert's extensive knowledge of county processes has enabled her to guide the public respectfully to the proper resources, no matter the content of the question or inquiry, going above and beyond in her customer service; and

WHEREAS, in addition to her friendly demeanor and can-do attitude, Ms. Hoffert is well known for keeping a well-stocked candy bowl year around, available to all staff and visitors, and decorates for the season; and

WHEREAS, Ms. Hoffert is greatly valued and will be missed by her friends and colleagues in the County Administrator's Office, Board of Supervisors, County Counsel, and all the departments, agencies and public, she has interfaced with all these years. She will be missed for her integrity, breadth of knowledge, excellence, and pleasant demeanor.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby recognizes Sandra J. Hoffert for her many years of outstanding and dedicated service to the people of Solano County, and joins her friends and colleagues of Solano County in wishing her a long, healthy, and happy retirement.

Dated this 11th day of December, 2018

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	10	Status:	Presentation
Type:	Presentation	Department:	Library
File #:	18-896	Contact:	Bonnie A Katz, 784-1500
Agenda date:	12/11/2018	Final Action:	
Title:	Approve and present a plaque of appreciation honoring Margaret L. Walker, Volunteer Coordinator, upon her retirement from the Department of Library Services with over 17 years of dedicated public service to Solano County (Chair Vasquez)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:			

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

DEPARTMENTAL RECOMMENDATION:

The Director of Library Services recommends that the Board of Supervisors approve and present a plaque of appreciation honoring Margaret L. Walker upon her retirement from the Department of Library Services with over 17 years of dedicated public service to Solano County.

SUMMARY/DISCUSSION:

Margaret L. Walker began her career with Solano County Library on February 5, 2001 as the Volunteer Coordinator. Ms. Walker has served in that capacity the length of her long and exemplary career.

Throughout her distinguished career, Ms. Walker has provided excellent customer service and support to the residents of Solano County. She has played a vital and essential role in recruiting, coordinating, and retaining community volunteers to assist in a wide variety of library services and programs throughout Solano County.

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

Ms. Walker retires on December 29, 2018 with over 17 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 cost associated with preparation and purchase of the plaque is included in the Board's FY2018/19 Adopted Budget.

ALTERNATIVES:

The Board could choose not to approve this plaque of appreciation; however, this is not recommended because this is an opportunity to recognize Margaret L. Walker'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



Solano County

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Agenda Submittal

Agenda #:	11	Status:	Presentation
Type:	Miscellaneous	Department:	Health and Social Services
File #:	18-849	Contact:	Gerald Huber, 784-8400
Agenda date:	12/11/2018	Final Action:	
Title:	Approve and present a plaque of appreciation honoring Sinami Maxie, Mental Health Clinician (Registered), upon her retirement from the Department of Health & Social Services, Behavioral Health Division with over 17 years of dedicated public service to Solano County (Supervisor Spring)		
Governing body:	Board of Supervisors		
District:	District 3		
Attachments:			

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services recommends that the Board approve and present a plaque of appreciation honoring Sinami Maxie, Mental Health Clinician (Registered), upon her retirement from the Behavioral Health Division with over 17 years of dedicated service to Solano County.

SUMMARY/DISCUSSION:

Sinami Maxie worked for Solano County Health and Social Services in the Behavioral Health Division for seventeen years showing flexibility in multiple roles and in various programs. Ms. Maxie has worked with youth, teens, and adults in both mental health and substance use programs, including day treatment, outpatient and full-service partnership (FSP) programs.

Ms. Maxie began her career with Solano County in 2001 as a Mental Health Specialist at children's Cornerstone Day Treatment Program. She later transitioned to the children's outpatient clinics and was also assigned to the County-operated crisis unit. Upon completing her master's degree in 2013, Ms. Maxie obtained a position as a Clinical Services Associate in the Substance Abuse program, co-located to provide services to probation-involved adults at the Probation Department and the Center for Positive Change. In November 2014, Ms. Maxie obtained a Mental Health Clinician (Registered) position in the children's FSP, first working countywide from Fairfield and then focusing on Vallejo until her retirement.

Ms. Maxie's clinical strength is her ability to help youth and teens with problematic behaviors to learn to better express themselves verbally and cope more effectively at home, school, and in the community. Ms. Maxie's positive attitude and belief in a youth's potential has helped many clients make changes to create a better life for youth and families.

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 to not approve the plaque of appreciation. This is not recommended as this is an opportunity to recognize Ms. Maxie's contributions to Solano County.

OTHER AGENCY INVOLVEMENT:

There is no other agency involvement.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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Agenda Submittal

Agenda #:	12	Status:	Consent Calendar
Type:	Meeting Attendance Report	Department:	Clerk of the Board of Supervisors
File #:	18-894	Contact:	Jeanette Neiger, 784-6125
Agenda date:	12/11/2018	Final Action:	
Title:	Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Appointment List		

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

DEPARTMENTAL RECOMMENDATION:

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

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

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

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

2018 BOARD OF SUPERVISORS APPOINTMENTS

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

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required
NATIONAL												
NACO		Primary	Primary	Primary	Primary	Primary	Jan. 9, 2018	1 year				
REGIONAL/STATE												
ABAG Executive Board	Fred Castro, Clerk of the Board 415-820-7900	Primary	Alternate				June 26, 2018	June 30, 2020	Board every 2 months, 3rd Thurs. 7 p.m.	\$150.00	\$0-\$1,000	Yes
ABAG General Assembly	Fred Castro, Clerk of the Board 415-820-7900	Primary	Alternate				June 26, 2018	June 30, 2020	Twice a year	No		No
ABAG Regional Planning Committee	Miriam Chion 415-820-7900		Primary				Jan. 9, 2018	1 year	1st Wed. alternative months 1:00-3:00 p.m.	\$150.00	\$0-\$1,000	No
Bay Area Air Quality Management District (BAAQMD). Term ends January 2021.	Marcy Hiratzka 415-749-5073			Primary			Jan. 9, 2018	4 year	1st and 3rd Wed., 9:45 a.m.	\$100 + tolls & mileage	\$2,000-\$3,000	Yes
BAAQMD Sub Committees	Marcy Hiratzka 415-749-5073			Primary			Jan. 9, 2018	4 year	9:30 a.m.	\$100 + tolls & mileage	\$2,000-\$3,000	Yes
Bay Conservation and Development Commission	Lawrence Goldzband 415-352-3600			Primary	Alternate		Jan. 9, 2018	1 year	1st & 3rd Thurs., 1p.m.	\$100	\$2,000-\$3,000	Yes
California Fairs Financing Authority	Becky Bailey-Findley 916-263-6177				Primary		Jan. 9, 2018	1 year	Quarterly	No		Yes
CSAC, Board of Directors	Matt Cate, Executive Director 916-327-7500 ext. 506	Primary	Alternate				Jan. 9, 2018	1 year	2/16, 5/18, 9/7, 11/30	No		No
Delta County Coalition	Roberta Goulart 784-7914				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 *Vice Chair of 4C's and Chair of Board of Supervisors	Michelle Heppner 784-3002	Primary			Primary		Jan. 9, 2018	1 year	As Needed	No		Yes
REGIONAL/STATE - OTHER												
Metropolitan Transportation Commission (MTC) <i>(Appointment to MTC is through nomination by the Mayor's City Selection Committee and affirmed by the Board of Supervisors every four years)</i>	Steven Heminger, Executive Director 510-817-5810			Primary			Feb. 10, 2015	4 years	4th Wed., 9:30 am	\$100 + tolls & mileage	\$2,000-\$3,000	Yes
Bay Area Toll Authority (BATA) (MTC Member)	Steven Heminger, Executive Director 510-817-5810			Primary			Feb. 10, 2015	4 years	4th Wed., 9:30 am	\$100 + tolls & mileage	\$1,001-\$2,000	Yes
Service Authority for Freeways & Expressways (SAFE) (MTC Member)	Steven Heminger, Executive Director 510-817-5810			Primary			Feb. 10, 2015	4 years	As Needed	\$100 + tolls & mileage	\$0-\$1,000	Yes

2018 BOARD OF SUPERVISORS APPOINTMENTS

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

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

2018 BOARD OF SUPERVISORS APPOINTMENTS

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

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



Solano County

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

Agenda Submittal

Agenda #:	13	Status:	Consent Calendar
Type:	Resolution	Department:	Board of Supervisors
File #:	18-882	Contact:	John M. Vasquez, 784-6129
Agenda date:	12/11/2018	Final Action:	
Title:	Adopt a resolution supporting the Solano Resource Conservation District's grant application with the Sacramento-San Joaquin Delta Conservancy for the Delta Working Waterways Habitat Restoration Planning Project		
Governing body:	Board of Supervisors		
District:	District 4		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

Supervisor Vasquez requests that the Board adopt a resolution supporting the Solano Resource Conservation District's grant application with the Sacramento-San Joaquin Delta Conservancy for the Delta Working Waterways Habitat Restoration Planning Project.

SUMMARY/DISCUSSION:

The Sacramento-San Joaquin Delta Conservancy grant application process requires a resolution from the local governing body in support of the efforts of the grantee and the proposed project with their jurisdiction.

This project allows the Solano Resource Conservation District the opportunity to work with landowners in the northwest Delta area along Cache Slough, Linsey Slough, and Ulatis Creek to develop detailed plans and seek out implementation funding for projects that restore wildlife habitat, improve water quality, and promote long-term agricultural sustainability.

Projects developed as a result of this planning proposal will contribute to the sustainability of working lands while providing ecosystem services such as nutrient and sediment reduction, invasive species control, carbon sequestration, habitat creation and corridor connection. The need for this project stems from the historic loss of floodplains, riparian forest, and wetlands that resulted from levee construction, agricultural development, and water diversion in the region.

FINANCIAL IMPACT:

Support for this resolution has no general fund impact. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

ALTERNATIVES:

The Board could choose not to adopt a resolution in support of Solano Resource Conservation District's grant application however this would not allow for the opportunity to restore wildlife habitat, improve water quality, and promote long-term agricultural sustainability with these funds made available by Sacramento-San Joaquin Delta Conservancy.

OTHER AGENCY INVOLVEMENT:

Solano Resource Conservation District

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2018 - _____

**RESOLUTION OF SOLANO COUNTY BOARD OF SUPERVISORS
RECOGNIZING THE SOLANO RESOURCE CONSERVATION DISTRICT'S GRANT APPLICATION WITH THE
SACRAMENTO-SAN JOAQUIN DELTA CONSERVANCY FOR THE DELTA WORKING WATERWAYS HABITAT
RESTORATION PLANNING PROJECT**

Whereas, in 2009, the California Legislature enacted Senate Bill 1 which established the Sacramento-San Joaquin Delta Conservancy ("Delta Conservancy"); and

Whereas, the Delta Conservancy acts as the primary state agency to implement ecosystem restoration in the Delta and to support efforts that advance environmental protection and the economic well-being of Delta residents; and

Whereas, Proposition 1, the "Water Quality, Supply, and Infrastructure Improvement Act of 2014" was enacted by the voters on November 4, 2014 to provide a comprehensive and fiscally responsible approach for addressing the array of facing California's limited water resources; and

Whereas, in Proposition 1, \$50 million is appropriated to the Delta Conservancy "for competitive grants for multi-benefit ecosystem and watershed protection and restoration projects in accordance with statewide priorities (Cal. Water Code sec. 79730 and 79731)"; and

Whereas, the Solano Resource Conservation District has submitted a grant application for funding of the Delta Working Waterways Habitat Restoration Planning Project ("Project"); and

Whereas, the Project will work with landowners and partners on the Lindsey Slough Corridor to create habitat restoration and conservation plans with private and public landowners on 36,000 acres of agricultural and natural lands on a portion of the Cache Slough Complex along the south border of Lindsey Slough. The desired result of the planning effort will be detailed implementation plans that lead to the implementation of habitat and water quality improving practices such as fencing of waterways, establishing water troughs to create alternative drinking sources for their cattle while improving wildlife habitat and water quality by planting native vegetation buffer areas along multiple types of waterways; and

Whereas, Solano County is a political subdivision of the State of California with land use authority over in the project area.

Resolved, that the Solano County Board of Supervisors does hereby support the Solano Resource Conservation Districts proposal for the Delta Conservancy grant for the Delta Working Waterways Habitat Restoration Planning Project.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on December 11, 2018, by the following vote:

AYES: Supervisors _____

NOES: Supervisors _____

EXCUSED: Supervisors _____

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

ATTEST:

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	14	Status:	Consent Calendar
Type:	Report	Department:	County Administrator
File #:	18-747	Contact:	Magen Yambao 784 1969
Agenda date:	12/11/2018	Final Action:	
Title:	Accept the Dixon Public Library District Facilities Impact Fee Update report for FY2017/18		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - FY1718 Dixon Public Library Impact Fee Report		

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

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors accept a report on the Dixon Public Library District Impact Fee for FY2017/18 as required by Government Code section 66006(b).

SUMMARY:

The disclosure and review of district library impact fees is required by section 66006(b) of the Government Code and per the agreement the District has with the County.

FINANCIAL IMPACT:

There is no impact to the County General Fund to receive this report. Impact fees collected by the County on behalf of the Dixon Public Library District are deposited into the District's account and distributed by the Auditor-Controller's Office. The County retains one percent of the fees collected for administrative responsibilities.

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

DISCUSSION:

Government code sections 66000 et seq. provides for the establishment and collection of a public facilities impact fee to fund expansion of local government facilities to meet growth requirements. In FY 1992/93, Solano County adopted a fee on new construction in both the incorporated and unincorporated areas of the County. In 2004, Solano County agreed to collect a library facilities fee component of the public facilities fee on behalf of the Dixon Public Library District within the boundaries of the District. Since that time, the Dixon Public Library District has utilized this fee towards capital projects.

In order to comply with the Mitigation Fee Act, Government Code section 66006(b) requires a review and disclosure of impact fee funds annually. The Dixon Public Library District provided this information at its noticed Governing Board of Library Trustees meeting on October 11, 2018 where the information was also available to the public.

ALTERNATIVES:

The Board could choose not to accept the Dixon Public Library District disclosures. This action is not recommended as the disclosures are required by the Mitigation Fee Act to provide information to the public concerning collections and expenditures of library impact fees. As long as the County collects these fees on behalf of the Dixon Public Library District, this disclosure will be required.

OTHER AGENCY INVOLVEMENT:

The Dixon Public Library District received and approved the attached disclosure report at their October 11, 2018 District Board meeting.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

2017/18 Public Facilities Fee Impact Report

Prepared for Solano County Public

In accordance with Governmental Code Section 66006 (b) (1) and (2), the Dixon Public Library (the 'Library') provides the following report on the Library's Fiscal Year (FY) 2017/18 Public Facilities Fee (PFF) to the Solano County Board of Supervisors to review and accept.

A. DESCRIPTION OF THE TYPE OF FEE

The Public Facilities Fee (PFF) is used to fund future public facilities and improvements needs caused by development within Solano County. The fee is comprised of several key county functions, including:

- Public Protection (including Courts)
- Health and Social Services
- Library - fee revenues are used to expand library buildings, book holdings, audio/visual and computer equipment, and automation systems.
- General Government
- Transportation

B. AMOUNT OF THE PUBLIC FACILITIES FEE SUMMARY

Public Facilities Fee Summary Including the Dixon Public Library		
Land Use Categories		City of Dixon w/ the Dixon Public Library Fees
(as of February 3, 2014)		Library*County Library Component is not collected outside County Library System
Single Family Dwelling	\$8,317	\$1,589.51
Multi Family Dwelling	6,346	1,236.29
Second Dwelling SFR/Accessory Unit	4,102	802.78
MFR Senior/Retirement Housing	4,408	802.78
Fee Amount per 1,000 Building Square Feet - Non-residential		
Retail		926.00
Service Commercial		2,051.00
Assembly Uses		678.00
General/Medical Offices		1,542.00
Hotels/Motels		643.00
Industrial		648.00
Warehouse		195.00
Institutional		
Health Care Facility		1,153.00
Place of Worship		574.00
Congregate Care Facility		805.00
Private School		1,428.00
Child Care Facility		520.00
Agricultural Uses		
Riding Area		390.00
Barn		152.00

C. BEGINNING AND ENDING OF THE ACCOUNT OR FUND

Fund 428 – 2017/18 Fiscal Year*	
Beginning Fund Balance	613,994
Transfer in of Prior Year Fee Collection	82,126
Interest Income less Treasury Fee	8,632
Less Distributions	5,850
Balance forward	698,902
*Numbers prepared by Solano County	

D. AMOUNT OF FEES COLLECTED AND INTEREST EARNED

Fund 428 – 2017/18 Fiscal Year*	
Transfer in of Prior Year Fee Collection	82,126
Interest Income less Treasury Fee	8,632
<i>*Numbers prepared by Solano County</i>	

E. IDENTIFICATION OF EACH PUBLIC IMPROVEMENT ON WHICH FEES WERE EXPENDED; THE AMOUNT OF EXPENDITURES FOR EACH IMPROVEMENT AND TOTAL PERCENTAGE IF THE COST OF THE PUBLIC IMPROVEMENT THAT WAS FUNDED WITH THE REPORTABLE FEE

Fund 428 - 2017/18 Public Improvement Identification				
	Total Project Cost	Estimated Public Facility Fee Budgeted Project	Public Facility Fee Expended as of June 30, 2018	Percent of Public Facility Fee Expended to Total Cost
Property Acquisition	-0-	-0-	-0-	-0-
Construction in Progress	-0-	-0-	-0-	-0-
Consulting Costs	-0-	-0-	-0-	-0-
Other costs related to purchasing, maintaining, and improving the above properties	-0-	52,800	5,825	11%
Legal fees*	-0-	-0-	-0-	-0-
<i>*Information retrieved from AALRR invoices for facilities</i>				

F. IDENTIFICATION OF ~~IN~~COMPLETE PROJECTS

Historical population data demonstrates that the City of Dixon has grown significantly over the past 40 years hence the need for timely renovation of the Dixon Public Library. At the regularly scheduled Library Board Meeting on September 13, 2018 the Board Approved the hiring of JK Architecture Engineering to lead the renovation project for the Dixon Public Library. The Library has gone through the structural evaluation and environmental analysis.

Census data from the U.S. Decennial Census

Year	Population	Growth Percentage Increase
1980	7,541	
1990	10,401	37.9%
2000	16,103	54.8%
2010 (last census)	18,351	14%
2016	19,806	7.9%

G. INTERFUND TRANSFER OR LOANS

No inter-fund transfers or loans from the account were made

H. REFUNDS

No refunds to the current record owner/s, any unexpended fee revenues by direct payment, or temporary suspension of fee collection.



The Dixon Public Library Board of Trustees received and accepted this Report at their October 11, 2018 regular Board Meeting.

John Gabby, Board President

October 11, 2018

Date



Solano County

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

Agenda Submittal

Agenda #:	15	Status:	Consent Calendar
Type:	Report	Department:	County Administrator
File #:	18-755	Contact:	Magen Yambao, 784-1969
Agenda date:	12/11/2018	Final Action:	
Title:	Accept the annual fire impact fee disclosures for FY2017/18 for the Cordelia Fire Protection District, Dixon Fire Protection District, Suisun Fire Protection District and Vacaville Fire Protection District		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - FY1718 Cordelia FPD Impact Fee Disclosure, B - FY1718 Dixon FPD Impact Fee Disclosure, C - FY1718 Suisun FPD Impact Fee Disclosure, D - FY1718 Vacaville FPD Impact Fee Disclosure		

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 accept the fire impact fee disclosures for FY2017/18 for the Cordelia Fire Protection District (CFPD), Dixon Fire Protection District (DFPD), Suisun Fire Protection District (SFPD) and Vacaville Fire Protection District (VFPD) as required by Government Code section 66006(b).

SUMMARY:

The disclosure and review of district fire impact fees is required by section 66006(b) of the Government Code and per the agreement the Districts have with the County.

FINANCIAL IMPACT:

There is no impact to the County General Fund to receive this report. Fire impact fees collected by the County on behalf of the fire protection districts are deposited into the respective district accounts. The County retains two percent of the fees collected for administrative responsibilities.

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

DISCUSSION:

Fire protection districts do not have the legal authority under Government Code section 66000 et. seq., the enabling legislation for the County's public facilities fee, to levy a development impact fee without the County's assistance. On April 26, 2005, the Board adopted an ordinance adding Article XVI of Chapter 11 of the Solano County Code relating to fire protection district impact fees. The Board recognized that new development

projects located in the unincorporated area of the county impacted the fire protection resources of local fire protection districts. The County's ordinance provides the mechanism by which the County can levy a fire protection district impact fee on a fire districts' behalf.

At that same time, agreements were entered into with the CFPD and VFPD to collect the fire impact fee on behalf of the districts. On January 22, 2008, a similar agreement was entered into with the SFPD. On December 9, 2014, agreement was also entered with DFPD. The County has been collecting a fire district impact fee for the CFPD and VFPD since July 2005, the SFPD since April 2008 and the DFPD since February 2015.

Since the inception of the fire district impact fee, funding has been provided for vehicles and equipment used in fire suppression and expanded facilities to serve the growth occurring in each of the respective districts. This report provides an overview of the projects for which the districts have utilized fire impact fee revenue. Each fire district has provided a report as approved by their respective District Boards (attached).

In order to comply with the Mitigation Fee Act, Government Code section 66006(b) requires a review and disclosure of impact fee funds annually. Each district has provided this information annually at public noticed district board meetings where the information was also available to the public.

ALTERNATIVES:

The Board could choose not to accept the fire protection district disclosures. This action is not recommended as the disclosures are required by the Mitigation Fee Act to provide information to the public concerning collections and expenditures of fire impact fees. As long as the County collects these fees on behalf of the fire protection districts, this disclosure will be required.

OTHER AGENCY INVOLVEMENT:

The CFPD approved the attached disclosure report at their November 21, 2018 District Board meeting. The DFPD approved the attached disclosure report at their November 14, 2018 District Board meeting. The SFPD approved the attached disclosure report at their November 28, 2018 District Board meeting. The VFPD approved the attached disclosure report at their November 8, 2018 District Board meeting.

Cordelia Fire Protection District

FY2017-18 Developer Fee Report

In accordance with Government Code Section 66006(b) (1) and (2), the Cordelia Fire Protection District (the "District") provides the following information for Fiscal Year 2017 -18 for the District's Fire Impact Development Fee ("Reportable Fee").

A. BRIEF DISCRIPTION OF THE TYPE OF FEE

The fire impact fee will help maintain adequate levels of service for fire protection in the District. New development in the District will increase the demand for fire protection services. The impact fees will fund fire facilities and equipment necessary to accommodate residential and non-residential development in the District.

B. THE AMOUNT OF THE IMPACT FEE

The reportable fee collected in Fiscal Year 2017-18 was \$1.94 per square foot of new construction. The Reportable Program was established by the Board of Supervisors on 26 April 2005 by County Ordinance No. 1659 on behalf of the District.

C. THE BEGINNING AND ENDING OF THE ACCOUNT OR FUND

The balance of the capital facilities fund at the beginning of Fiscal Year 2017-18 was (\$54,345.58) and the end of Fiscal Year balance is (\$64,632.21).

D. THE AMOUNT OF FEES COLLECTED AND INTEREST EARNED

The amount of reportable fee revenue collected during Fiscal Year 2017-18 was \$16,177.54. The County of Solano retains an Administrative Fee of 2% of the Total Fees Collected. There was no interest collected.

E. IDENTIFICATION OF EACH PUBLIC IMPROVEMENT ON WHICH FEES WERE EXPENDED; THE AMOUNT OF EXPENDITURES FOR EACH IMPROVEMENT AND TOTAL PERCENTAGE OF THE COST OF THE PUBLIC IMPROVEMENT THAT WAS FUNDED WITH THE REPORTABLE FEE

The allowable expenditures for FY 2017-18 were \$125,977.02. Of that \$125,977.02 only 21% can be charged against the Qualified Expenditure used for developer fees. The total calculated Qualified Expenditure was \$26,455.17 for FY 2017-18.

F. IDENTIFICATION OF INCOMPLETE PROJECTS

The District is in the process of updating their fire impact fee nexus study which will include a capital improvement plan and the identification of incomplete projects.

G. REFUNDS

There were no fire impact refunds for Fiscal Year 2017-18. No other refunds are required under applicable law.


H. INTERFUND TRANSFERS

There were no inter fund loans, transfers, refunds, or relocation of funds in Fiscal Year 2017-18

The Cordelia Fire Protection District Board of Directors received and accepted this report at their November 20, 2018 meeting.



Keith Martin, Fire Chief



Date

Cordelia Fire Protection District Impact Fees

Fiscal Year 2017-18

Fund Balance Beginning, July 1, 2017	-54,354.58
Reportable Fees Collected	\$16,177.54
Available Funds	<u>-38,177.04</u>
Qualified Expenditures	
Qualifying per capital improvement \$125,977.02 - 21% for qualified expenditures	
Total Expenditures	-26,455.17
Ending Balance, June 30, 2018	<u>-64,632.21</u>

RECEIVED

NOV 19 2018

Solano Cty CAO

RESOLUTION NO. 18-06

**RESOLUTION ACCEPTING THE DIXON FIRE PROTECTION DISTRICT FISCAL
YEAR 2017 - 2018 IMPACT FEE REPORT**

WHEREAS, the Board of Directors of the Dixon Fire Protection District has reviewed the Fiscal Year 2017 – 2018 Annual Impact Fee Report.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Dixon Fire Protection District, that the proposed 2017 – 2018 Annual Impact Fee Report be accepted (Exhibit A, attached) and that said report be forwarded to the Solano County Board of Supervisors for review and acceptance.

**PASSED AND ADOPTED THIS 14th DAY OF NOVEMBER 2018, BY THE
FOLLOWING VOTE:**

AYES: Hoar, Monk, Negroni, Robben, Seifert
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Board Clerk



Board Chairperson

**DIXON FIRE PROTECTION DISTRICT
FISCAL YEAR 2017 – 2018 IMPACT FEE REPORT**

In accordance with Government Code § 66006(b)(1) and (2), the Dixon Fire Protection District ("District") provides the following information for fiscal year 2017 – 2018 for the District's fire impact development fee ("reportable fee").

A. BRIEF DESCRIPTION OF THE TYPE OF FEE

The reportable fee will help maintain adequate levels of service for fire protection in the District. New development in the District will increase the demand for fire protection services. The impact fees will fund fire facilities and equipment necessary to accommodate residential and non-residential development in the District.

B. THE AMOUNT OF THE IMPACT FEE

The reportable fee in effect at the end of fiscal year 2017 – 18 was based on the table below:

Dixon Fire Protection District Fee	Type of Development	Impact fee per Square Foot
Single Family Housing	Residential	\$0.51
Multi-Family Housing	Residential	\$0.91
Mobile Home	Residential	\$0.73
Retail / Commercial	Nonresidential	\$0.56
Office	Nonresidential	\$0.77
Industrial	Nonresidential	\$0.59
Agriculture	Nonresidential	\$0.32
Warehouse / Distribution	Nonresidential	\$0.35

The reportable fee was approved by the District Board of Directors ("Board") on September 10, 2014 by Resolution No. 14-05, and adopted by the Solano County Board of Supervisors on December 9, 2014 by Resolution No. 2014-225

C. BEGINNING AND ENDING BALANCE OF THE ACCOUNT OR FUND

The balance of the capital facilities account at the beginning of fiscal year 2017-18 was \$118,794.84. At the end of fiscal year 2017-18, the balance of the capital facilities account was \$77,900.18.

D. AMOUNT OF FEES COLLECTED AND INTEREST EARNED

The amount of reportable fee revenue collected during Fiscal Year 2017-18 was \$43,369.40. The County of Solano retains an Administrative Fee of 2% of the Total Fees Collected. There was interest collected in the amount of \$1,231.37.

Exhibit A

E. IDENTIFICATION OF EACH PUBLIC IMPROVEMENT ON WHICH FEES WERE EXPENDED; THE AMOUNT OF EXPENDITURES FOR EACH IMPROVEMENT, AND THE TOTAL PERCENTAGE OF THE COST OF THE PUBLIC IMPROVEMENT THAT WAS FUNDED WITH THE REPORTABLE FEE

The Dixon Fire Protection District voted to pay off the Type 3 Brush Engine (Rig) in the amount of \$85,495.43. The total cost of this vehicle was \$417,045.45, paid through a lease purchase, and the percentage of the cost of this improvement that was funded by the impact fees was 20.5%.

F. IDENTIFICATION OF INCOMPLETE PROJECTS

INCOMPLETE PROJECTS

Type	Estimated cost
1 Water Tender	\$270,000
1 Water Tender	\$270,000

G. REFUNDS

There were no fire impact refunds for Fiscal Year 2017-18. No other refunds are required under applicable law.

H. INTERFUND TRANSFERS

There were no interfund loans, transfers, refunds or relocation of funds in Fiscal Year 2017-18.

The Dixon Fire Protection District Board of Directors received and accepted this report at their November 14, 2018 meeting.



Ted Seifert, Board Chairperson



Date

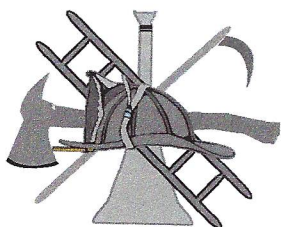
DIXON FIRE PROTECTION DISTRICT

Fiscal Year:	FY 17/18
Beginning Balance	\$118,794.84
Reportable Fees Collected*	\$43,369.40
Interest Earned	\$1,231.37
Available Funds	\$163,395.61
Qualified Expenditures**	
Payoff of 2015 Type 3 Engine	\$85,495.43
Total Expenditures	\$85,495.43
Ending Balance	\$77,900.18

* After County's 2% administration fee deducted.

** Expenditures as reported by the DFPD.

Exhibit A



SUISUN FIRE PROTECTION DISTRICT

445 Jackson St
Fairfield, Ca 94533

In accordance with Government Code § 66006(b)(1) and (2), the Suisun Fire Protection District (the "District") provides the following information for fiscal year 2017-2018 for the District's fire impact development fee ("Reportable Fee").

A. A BRIEF DESCRIPTION OF THE TYPE OF FEE

The Reportable Fee will help maintain adequate levels of service for fire protection in the District. New development in the District will increase the demand for fire protection services. The Reportable Fee will fund fire facilities, apparatus and equipment necessary to accommodate residential and nonresidential development in the District.

B. THE AMOUNT OF THE FEE

The Reportable Fee in effect at the end of fiscal year 2017-18 was based on the table below;

Land Use	Impact Fee
<i>Residential Development</i>	
Single Family Housing	\$1.45
Multi Family Housing	\$2.57
Mobile Home	\$2.07
<i>Nonresidential (per thousand building square feet)</i>	
Retail/Commercial	\$1.58
Office	\$2.15
Industrial	\$1.68
Agriculture	\$0.91
Warehouse/Distribution	\$1.01

The Reportable Fee was approved by the District Board of Directors ("Board") on September 9, 2013 by Resolution No. 2014-005 and adopted by the County Board of Supervisors on November 8, 2017.

C. THE BEGINNING AND ENDING BALANCE OF THE ACCOUNT OR FUND

The balance of the capital facilities fund at the beginning of fiscal year 2017 was \$299,124. At the end of fiscal year 2017-18, the balance of the capital facilities fund was \$395,792.

D. THE AMOUNT OF THE FEES COLLECTED AND THE INTEREST EARNED

The net amount of Reportable Fee collected and interest earned during fiscal year 2017-18 was \$96,668. The County of Solano retains an administrative fee in the amount of 2% of total Reportable Fees collected.

E. IDENTIFICATION OF EACH PUBLIC IMPROVEMENT ON WHICH FEES WERE EXPENDED; THE AMOUNT OF THE EXPENDITURES FOR EACH IMPROVEMENT AND THE TOTAL PERCENTAGE OF THE COST OF THE PUBLIC IMPROVEMENT THAT WAS FUNDED WITH THE REPORTABLE FEE

No funds were expended during this period of time.

F. IDENTIFICATION OF INCOMPLETE PROJECTS

TABLE 2 – INCOMPLETE PROJECTS

Type	Estimated cost
1 Water Tender	\$270,000
Station 32 Expansion	\$240,000
1 Type 1 Engine	\$350,000

G. REFUNDS


There were no Reportable Fee refunds in fiscal year 2017-18. No other refunds are required under applicable law.

H. INTERFUND TRANSFERS

There were no interfund loans, refunds or reallocation of funds in lieu of refunds in fiscal year 2017-18.

Approved by the Board of Commissioners

Approved


Board President, Lynn Lippstreu

Date

11/28/18

VACAVILLE FIRE PROTECTION DISTRICT

420 VINE STREET
VACAVILLE, CA 95688
(707) 447-2252
FAX (707) 447-2769



HOWARD F. WOOD
FIRE CHIEF

RECEIVED

NOV 09 2018

Solano Cty CAO

November 8, 2018

Board of Supervisors
675 Texas Street, Suite 6500
Fairfield, CA 94533-6352

Subject: Impact Fee Report

Honorable Board of Supervisors:

This letter is to inform you that at our Board of Directors Meeting on November 8, 2018, we accepted the Impact Fee Report as enclosed.

If you have any questions, please feel free to contact Fire Chief Wood or myself at 707-447-2252, Monday through Friday from 9 a.m. to 5 p.m.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Calvert", with a long, sweeping horizontal stroke extending to the right.

Chris Calvert
Chair of the Board of Directors
Cell #530-304-1413

Enclosure



Vacaville Fire Protection District
420 Vine Street
Vacaville, CA 95688

In accordance with Government § Code 66006(b)(1) and 2, the Vacaville Fire Protection District (the "District") provides the following information for fiscal year 2015-2016 for the District's fire impact development fee ("Reportable Fee").

A. A BRIEF DESCRIPTION OF THE TYPE OF FEE

The Reportable Fee will help maintain adequate levels of service for fire protection in the District. New development in the District will increase the demand for fire protection services. The Reportable Fee will fund fire facilities, apparatus and equipment necessary to accommodate residential and nonresidential development in District.

B. THE AMOUNT OF THE FEE

The Reportable Fee in effect at the end of fiscal year 2015-16 was based on the table below:

Land Use	Impact Fee
Residential Development	
Single Family Housing	\$1.66
Multi-Family Housing	\$2.95
Mobile Home	\$2.38
Nonresidential Development (per thousand building square feet)	
Retail / Commercial	\$1.82
Office	\$2.48
Industrial	\$1.92
Agriculture	\$1.05
Warehouse / Distribution	\$1.15

The Reportable Fee was approved by the Board of Directors ("Board") on September 11, 2014 by Resolution No. 2014-05 and adopted by the County Board of Supervisors on December 9, 2014.

C. THE BEGINNING AND ENDING BALANCE OF THE ACCOUNT OR FUND

The balance of the capital facilities fund at the beginning of fiscal year 2017-18 was (\$467,510). At the end of fiscal year 2017-18, the balance of the capital facilities fund was (\$487,118)

D. THE AMOUNT OF THE FEES COLLECTED AND THE INTEREST EARNED

The net amount of Reportable Fee collected and interest earned during fiscal year 2017-18 was \$109,831. The County of Solano retains an administrative fee in the amount of 2% of total Reportable Fees collected.

E. IDENTIFICATION OF EACH PUBLIC IMPROVEMENT ON WHICH FEES WERE EXPENDED; THE AMOUNT OF THE EXPENITURES FOR EACH IMPROVEMENT AND THE TOTAL PERCENTAGE OF THE COST OF THE PUBLIC IMPROVEMENT THAT WAS FUNDED WITH THE REPORTABLE FEE

Refer to Letter dated November 8, 2018 with Attachment of Impact Fee Report

F. IDENTIFICATION OF INCOMPLETE PROJECTS

Incomplete Projects	
Type	Estimated Cost
Station 68 Loan	\$102,796
Station 68 Construction Costs	\$26,643

G. REFUNDS

There were no Reportable Fee refunds in fiscal year 2017-18. No other refunds are required under applicable law.

H. INTERFUND TRANSFERS

There were no interfund loans, refunds or reallocation of funds in lieu of refunds in fiscal year 2017-18.

VACAVILLE FIRE PROTECTION DISTRICT

IMPACT FEE

17/18 YEAR

Fiscal Year:	FY 17/18
Beginning Balance	(\$467,510)
Reportable Fees Collected*	\$109,831
Available Funds	(\$357,679)
Qualified Expenditures **	
Station 68 Loan ***	(\$102,796)
Station 68 Construction Costs	(\$26,643)
TOTAL EXPNDITURES	(\$129,439)
ENDING BALANCE	(\$487,118)

* After County's 2% administration fee deducted.

** Expenditures as reported by the VFPD.

*** VFPD entered into a 10-year agreement in May 2010 with the Solano County Water Agency to Finance design and construction of Station 68 (Putah Diversion Compound). Total loan amount is \$1,027,959 (includes principal of \$833,767 at 4% interest).



Solano County

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

Agenda Submittal

Agenda #:	16	Status:	Consent Calendar
Type:	Contract	Department:	County Administrator
File #:	18-812	Contact:	Michelle Heppner, 784-3002
Agenda date:	12/11/2018	Final Action:	
Title:	Approve a second contract amendment with Shaw/Yoder/Antwih Inc., for State Legislative Advocacy Services for the period of January 1, 2019 through December 31, 2019, for a total amount of \$122,508, apportioned at \$84,888 annually for general, state legislative advocacy up to \$37,620 annually for advocacy services relating to the Delta and other water issues; and Delegate authority to the County Administrator to sign the contract		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Amendment, B - Links to Original Contract and Amendment		

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:

1. Approve a second contract amendment with Shaw/Yoder/Antwih Inc., for State Legislative Advocacy Services for the period January 1, 2019 through December 31, 2019 for a total amount of \$122,508, apportioned as follows:
 - a. \$84,888 annually for general state legislative advocacy; and
 - b. Up to \$37,620 annually for advocacy services relating to the Delta and other water issues; and
2. Delegate authority to the County Administrator to sign the contract.

SUMMARY:

The existing contract with Shaw/Yoder/Antwih, Inc. for general state legislative advocacy services and advocacy related to Delta and other water issues expires on December 31, 2018. Staff is recommending an extension to the contract for a one-year period from January 1, 2019 through December 31, 2019 for a total amount of \$122,508, apportioned at \$84,888 annually for general, state legislative advocacy and up to \$37,620 annually for advocacy services relating to the Delta and other water issues. The proposed contract amendment is set forth in Attachment A.

FINANCIAL IMPACT:

The existing contract with Shaw/Yoder/Antwih, Inc. provides \$7,074 per month or \$84,888 annually for general state legislative advocacy and up to \$3,135 per month or \$37,620 annually for Delta and water related advocacy for a total annual amount of \$122,508 over the one-year contract term.

The proposed contract is recommended to remain at the same amount of the existing contract for general state legislative advocacy services at a total amount of \$84,888 and the Delta and water related advocacy services at a total amount of up to \$37,620 annually or \$122,508 over the one-year contract extension term. The total contract amount including this one-year extension is not to exceed \$735,048.

The legislative program is designed to result in additional funding and cost avoidance relative to Solano County. The cost of preparing this report and compiling the information is a General Fund cost covered in the County Administrator's administration budget.

DISCUSSION:

Background. The Board has historically supported efforts to retain the services of a state legislative advocate to assist with advancing state legislative goals and priorities of benefit to the County and its partners and minimize County impacts associated with state budget and legislative actions.

The overall goals of the County's state legislative program are to:

1. Influence state legislation and policies as they relate to County goals and priorities, programs and operations;
2. Support adequate, sustained funding for County programs and operations; and
3. Maintain positive relationships with the County's state legislative delegation and their staff, the Governor's Administration and other state regulatory agencies.

Justification for Contract Extension. Staff recommends Board support for the proposed contract, for the following reasons:

1. **Continued programmatic changes and/or proposed realignment efforts by the state necessitates the need for a state legislative advocate.** Additional financial constraints imposed by the state through mandated and/or realignment of programs to the County necessitate the need for continued advocacy services. Whether to protect existing revenues, secure needed protections for public safety realignment, or help shape future realignment efforts, the County will need to maintain its robust legislative program in future years.
2. **Required expertise and credibility is essential.** Shaw/Yoder/Antwih, Inc. has had a long-standing relationship with the County and in representing the County's interests in legislative issues. It is essential that the County maintain consistency and continuity at least through the transition to a new Governor.
3. **No immediate net increase in cost.** The proposed contract does not result in a net increase in costs to the County over the term of the contract, but instead maintains existing funding levels to support ongoing state advocacy activities.

ALTERNATIVES:

While staff is recommending that the Board approve the proposed contract, the Board may consider the following alternatives:

1. Direct staff to negotiate additional terms for the contract and initiate desired changes; or
2. Not approve a new contract.

Alternatives 1 and 2 are not recommended as maintaining the partnership between the County and Shaw/Yoder/Antwih, Inc. will provide continuity in state legislative representation at a time when the state contemplates significant policy changes including water policy issues.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved as to form the attached contract amendment.

**SECOND AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and SHAW/YODER/ANTWIH, INC.**

This Second Amendment ("Second Amendment") is made as of the ____ day of December, 2018, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Shaw/Yoder/Antiwh, Inc., ("Contractor").

1. Recitals

- A. The parties entered into a contract dated November 5, 2013 (the "Contract"), in which Contractor agreed to provide professional legislative advocacy services.
- B. The parties amended the Contract on October 4, 2016 to extend the term for an additional two years.
- C. The County desires to amend the Contract a second time to extend these services for another year.
- D. This Second Amendment represents an increase of \$122,508 and a one-year extension of the Contract.
- E. 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:

January 1, 2014 – December 31, 2019

B. Amount of Contract

Section 3 is amended as follows:

The maximum amount of this Contract is \$735,048.

C. Scope of Services

Section I.a.iv.1 of Exhibit A is deleted in its entirety and replaced with:

- 1. Submit to County written reports of work performed to implement the "Solano County Legislative Program" as requested by the County

3. Effectiveness of Contract.

Except as set forth in this Second 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

By _____
Birgitta E. Corsello, County Administrator

SHAW/YODER/ANTWIH, INC.

By 
Karen Lange, Partner

APPROVED AS TO FORM

By 
County Counsel

Item # 16
File #18-812

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

[A – Contract](#)
[B – 1st Amendment](#)



Solano County

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

Agenda Submittal

Agenda #:	17	Status:	Consent Calendar
Type:	Report	Department:	County Administrator
File #:	18-823	Contact:	Ian Goldberg, 784-6116
Agenda date:	12/11/2018	Final Action:	
Title:	Accept the FY2017/18 Public Facilities Fee Annual Disclosure		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Description of County PFF, B - County PFF Rate Summary, C - Summary of Collections and Distributions, D - Summary of Agency Balances, E - 180 Day Review, F - STA FY2017/18 Annual Report, G - Public Notice		

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

DEPARTMENTAL RECOMMENDATION:

The County Administrator's Office recommends that the Board of Supervisors accept the Annual Disclosure and Review of the Public Facilities Fee as required by Government Code section 66006(b).

SUMMARY:

The Annual Disclosure and Review of Public Facility Fee (Annual Disclosure) is required by section 66006(b) of the Government Code. This Annual Disclosure is prepared in compliance with the requirements of the code as a coordinated effort with the General Services' Department, the Auditor-Controller's Office and County Counsel.

FINANCIAL IMPACT:

Since its inception, the County's Public Facilities Fee (PFF) has provided funding for numerous capital facility projects that enhance the County's ability to respond to the growing needs for public services. This annual review provides an overview of the projects that were identified to receive the PFF in FY2017/18. Disbursements in FY2017/18 totaled \$4 million and include a disbursement of \$1.5 million for existing debt service payments, \$1 million in transportation improvement as approved by the STA Board, \$0.9 million for the SB1022 Jail Construction and \$0.6 million to the Vacaville Library District.

In December 2013, the Board received a report on the updated Nexus Analysis for Solano County Public Facilities Fee. A public hearing was conducted and the Board adopted a resolution establishing modified fee amounts based on the Nexus Analysis. The new fee amounts went into effect on February 3, 2014 and included a transportation component (Regional Transportation Impact Fee (RTIF)). On August 28, 2018 the Board of Supervisors approved a contract with Economic and Planning Systems to provide consultant services in updating the Nexus Analysis for the next 5 year Comprehensive Analysis of the County Public

Facilities Fees. This study is currently in process and will be brought back to the Board in the Spring 2019.

FY2012/13 had collections of \$6,807,528; FY2013/14 had collections of \$4,334,960; FY2014/15 had collections of \$8,111,096; FY2015/16 had collections of \$7,806,204; FY2016/17 collections of \$8,761,328, and FY2017/18 collections were \$6,036,215 which includes \$29,466 (RTIF Part A) and \$1,061,175 (RTIF Part B) for the County and Solano Transportation Authority regional transportation impact fee component.

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

DISCUSSION:

Government Code section 66000 et seq., more commonly known as 'the Mitigation Fee Act' or 'Act,' provides for the establishment and collection of the PFF to fund expansion of County facilities to meet growth requirements. In FY1992/93, Solano County adopted the PFF to be collected on new construction in both the incorporated and unincorporated areas of the County. To support this purpose, the County also established a Public Facilities Expenditure Plan. This plan calls for periodic studies of the fee structure and recommendations for expenditures of previously collected and anticipated fees. The PFF is established by findings contained in annual public facilities fee updates as required by the Act. The Act also requires that local agencies that collect PFF evaluate the assumptions that justify the collection of PFF every five years. In FY2013/14, Solano County completed the most recent Nexus Analysis, which provided a comprehensive review and current analysis of the fee program. On December 3, 2013, the Board received a report on the updated Nexus Analysis and adopted a resolution establishing modified fee amounts based on the analysis contained in the report. The next five year review is currently in process and is anticipated to be presented to the Board in Spring 2019. The current fee amounts are shown in the attached Summary of Solano County Public Facilities Fees.

In order to comply with the Mitigation Fee Act, Government Code section 66006(b) requires an annual review and disclosure of the PFF funds. The disclosure portion of section 66006(b) requires that within 180-days after the last day of the fiscal year, the County shall make available to the public the following information for the prior fiscal year:

- A brief description of the type of fee in the account or fund. *This information is contained in the Description of Solano County PFF (Attachment A).*
- The amount of the fee. *This information is contained in the Solano County Current PFF Rate Summary (Attachment B).*
- The beginning and ending balance of the account or fund. *This information is contained in the PFF Schedule of Collections and Disbursements for FY2017/18 (Attachment C) and the PFF Summary of Agency Balances for FY2017/18 (Attachment D).*
- The amount of the fees collected and the interest earned. Also, if applicable, a description of each Interfund transfer or loan made from the account or fund including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an Interfund loan, the date on which the loan will be repaid, and the rate of interest that the account of fund will receive on the loan. *This information is also contained in the PFF Schedule of Collections and Disbursements for FY2017/18 (Attachment C).*
- An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public

improvement that was funded with fees. If applicable, an identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in Government Code, section 66001(a)(2), and the public improvement remains incomplete. *This information is contained in the 180-Day Review of PFF for FY2017/18 (Attachment E).*

- Those components of the PFF that are in a deficit are charged interest. Interest is then apportioned to the other components of the PFF Fund based on their pro rata balance in the Fund.
- The amount of refunds made pursuant to Government Code 66001(e) and any allocations pursuant to Government Code 66001(f). No refunds were made.

The County collects an impact fee on behalf of the Dixon Public Library District (DPLD) for the library component within the DPLD boundaries, and in partnership with the Solano Transportation Authority (STA) for Part B of the regional transportation component. No fee revenue was expended by the Dixon Public Library District. Disbursements totaling \$1,043,678 for transportation improvements as approved by the STA Board occurred in FY2017/18. The STA Board is scheduled to adopt their FY2017/18 Regional Transportation Impact Fee (RTIF) Annual Report (Attachment F) on December 12, 2018. This report provides a summary of the RTIF collected and disbursed in FY2017/18 and the distribution of revenue available toward each RTIF District for eligible regional projects as approved by the STA Board.

In compliance with Government Code section 66006(b)(2), a notice of the time and place of this meeting, including the address where this information may be reviewed, is mailed at least 15-days prior to today's Board meeting to all interested parties who have filed a written request with the Clerk of the Board. Notification was sent to all parties on file and the seven cities located within Solano County and a notice was published in the legal section of the Daily Republic.

ALTERNATIVES:

The Board could choose not to accept the Annual Disclosure. This action is not recommended as the Annual Disclosure is required by the Mitigation Fee Act to provide information to the public concerning collections and expenditures of the Public Facilities Fee. As long as the County collects these fees, this Annual Disclosure will be required.

OTHER AGENCY INVOLVEMENT:

The County Administrator's Office, Auditor-Controller's Office, General Services Department and County Counsel and the STA jointly prepared this annual report. The Auditor-Controller's Office provided the schedule of collections and disbursements, and agency balances (Attachments C and D). General Services, County Library, Resource Management and the Auditor-Controller's Office assisted with the 180-day review of projects receiving PFF during FY2017/18 (Attachment E). The STA provided their FY2017/18 RTIF Annual Report (Attachment F).

Description of Solano County Public Facilities Fees

Public Facilities Fees are used for the expansion of facilities to accommodate growth, not for operating or maintenance costs. Revenue will be used to maintain per capita facility standards for five major facility types. As of February 3, 2014, the public facilities fee includes the following components:

- Countywide Public Protection
- Health and Social Services
- Library
- General Government
- Regional Transportation

Countywide Public Protection fees are used to expand or construct County adult and juvenile detention buildings, rehabilitation and probation facilities, district attorney office space, other ancillary justice facilities and animal care facilities. This component also includes Courts for the construction of new courtrooms in conjunction with the Administrative Office of the Courts (AOC).

Health and Human Services includes clinics and social services facilities. Fee revenues allow the expansion of both clinic and laboratory space and social services facilities.

Library fee revenues are used to expand library buildings, book holdings, audiovisual and computer equipment; expand library technical capabilities; and automation systems.

General Government fee revenue will be used for the purchase and development of parkland, expansion and construction of offices and warehouses, and administrative items such as computers and County general purpose vehicles.

Regional Transportation fee revenue is composed of Part A funding for debt service on North Connector and Vanden Road projects, and Part B funding with input from the seven incorporated cities within the county and the County for regional-serving transportation projects.

**SOLANO COUNTY
CURRENT PUBLIC FACILITIES FEE SUMMARY**

**Incorporated and Unincorporated Areas of Solano County
(excluding the City of Benicia and the areas within the Dixon Public Library District which includes City of Dixon)***

Land Use	Public Protection Facilities	Health & Social Services	Library*	General Govt. Facilities	RTIF-Part A County	Program Admin.	Solano County Total	RTIF-Part B (STA)	TOTAL COLLECTED FEES
Residential									
Single Family Residential (SFR) Unit	2,687.48	1,852.68	1,589.51	1,172.61	27.00	132.72	7,462.00	1,500.00	8,962.00
Multi-Family Residential (MFR) Unit	2,090.15	1,440.97	1,236.29	912.03	17.00	99.56	5,796.00	930.00	6,726.00
Second SFR Unit / Accessory Unit	1,357.33	935.70	802.78	592.24	15.00	66.95	3,770.00	805.00	4,575.00
MFR Senior/Retirement Housing	1,357.33	935.70	802.78	592.24	11.00	63.95	3,763.00	585.00	4,348.00
Nonresidential									
	<i>Fee Amount per 1,000 Building Square Feet</i>								
Retail/Commercial	325.34			87.47	51.00	13.19	477.00	382.00	859.00
Service Commercial	624.90			167.44	126.00	28.66	947.00	980.00	1,927.00
Assembly Uses	299.34			80.28	10.00	6.38	396.00	75.00	471.00
General/Medical Office	874.01			234.42	32.00	20.57	1,161.00	269.00	1,430.00
Hotels/Motels	198.84			53.28	30.00	6.88	289.00	230.00	519.00
Industrial	364.89			97.68	21.00	7.43	491.00	110.00	601.00
Warehouse/Distribution	109.25			29.31	4.00	2.44	145.00	36.00	181.00
Institutional									
Health Care Facility	574.67			154.23	23.00	14.10	766.00	180.00	946.00
Place of Worship	218.50			58.60	10.00	4.90	292.00	75.00	367.00
Congregate Care Facility	404.24			108.54	9.00	9.22	531.00	67.00	598.00
Private School	242.55			65.12	102.00	18.33	428.00	793.00	1,221.00
Child Day Care Facility	242.55			65.12		5.33	313.00		313.00
Agricultural Uses									
Riding Arena	240.34			64.40	6.00	5.26	316.00	47.00	363.00
Barn	72.12			19.53	4.00	2.35	98.00	27.00	125.00
* County Library component is not collected for outside County Library System									
This includes the City of Benicia as library services are provided by the city, and that area of the county, including the City of Dixon, within the boundaries of the Dixon Public Library District (DPLD)									

**Unincorporated area of Solano County within Dixon Public Library District Boundaries
and City of Dixon
(The library component is established by the Dixon Public Library District)**

Land Use	Public Protection Facilities	Health & Social Services	Library*	General Govt. Facilities	RTIF-Part A County	Program Admin.	Solano County Total	RTIF-Part B (STA)	DPLD*	TOTAL COLLECTED FEES
Residential										
Single Family Residential (SFR) Unit	2,687.48	1,852.68	0.00	1,172.61	27.00	109.23	5,849.00	1,500.00	1,967.00	9,316.00
Multi-Family Residential (MFR) Unit	2,090.15	1,440.97	0.00	912.03	17.00	80.85	4,541.00	930.00	1,953.00	7,424.00
Second SFR Unit / Accessory Unit	1,357.33	935.70	0.00	592.24	15.00	55.73	2,956.00	805.00	933.00	4,694.00
MFR Senior/Retirement Housing	1,357.33	935.70	0.00	592.24	11.00	51.73	2,948.00	585.00	1,953.00	5,486.00
Nonresidential										
	<i>Fee Amount per 1,000 Building Square Feet</i>									
Retail/Commercial	325.34			87.47	51.00	13.19	477.00	382.00	124.00	983.00
Service Commercial	624.90			167.44	126.00	28.66	947.00	980.00	124.00	2,051.00
Assembly Uses	299.34			80.28	10.00	6.38	396.00	75.00	207.00	678.00
General/Medical Office	874.01			234.42	32.00	20.57	1,161.00	269.00	207.00	1,637.00
Hotels/Motels	198.84			53.28	30.00	6.88	289.00	230.00	124.00	643.00
Industrial	364.89			97.68	21.00	7.43	491.00	110.00	87.00	688.00
Warehouse/Distribution	109.25			29.31	4.00	2.44	145.00	36.00	27.00	208.00
Institutional										
Health Care Facility	574.67			154.23	23.00	14.10	766.00	180.00	207.00	1,153.00
Place of Worship	218.50			58.60	10.00	4.90	292.00	75.00	207.00	574.00
Congregate Care Facility	404.24			108.54	9.00	9.22	531.00	67.00	207.00	805.00
Private School	242.55			65.12	102.00	18.33	428.00	793.00	207.00	1,428.00
Child Day Care Facility	242.55			65.12		5.33	313.00		207.00	520.00
Agricultural Uses										
Riding Arena	240.34			64.40	6.00	5.26	316.00	47.00	27.00	390.00
Barn	72.12			19.53	4.00	2.35	98.00	27.00	27.00	152.00
* County Library component is not collected for outside County Library System										
DPLD's library component is separate from County Library System component and is established by the DPLD.										

Within the City of Benicia
(The County library component is not collected within the City of Benicia as library services are provided by the City)

Land Use	Public Protection Facilities	Health & Social Services	Library*	General Govt. Facilities	RTIF-Part A County	Program Admin.	Solano County Total	RTIF-Part B (STA)	TOTAL COLLECTED FEES
Residential									
Single Family Residential (SFR) Unit	2,687.48	1,852.68	0.00	1,172.61	27.00	109.23	5,849.00	1,500.00	7,349.00
Multi-Family Residential (MFR) Unit	2,090.15	1,440.97	0.00	912.03	17.00	80.85	4,541.00	930.00	5,471.00
Second SFR Unit / Accessory Unit	1,357.33	935.70	0.00	592.24	15.00	55.73	2,956.00	805.00	3,761.00
MFR Senior/Retirement Housing	1,357.33	935.70	0.00	592.24	11.00	51.73	2,948.00	585.00	3,533.00
Nonresidential									
	<i>Fee Amount per 1,000 Building Square Feet</i>								
Retail/Commercial	325.34			87.47	51.00	13.19	477.00	382.00	859.00
Service Commercial	624.90			167.44	126.00	28.66	947.00	980.00	1,927.00
Assembly Uses	299.34			80.28	10.00	6.38	396.00	75.00	471.00
General/Medical Office	874.01			234.42	32.00	20.57	1,161.00	269.00	1,430.00
Hotels/Motels	198.84			53.28	30.00	6.88	289.00	230.00	519.00
Industrial	364.89			97.68	21.00	7.43	491.00	110.00	601.00
Warehouse/Distribution	109.25			29.31	4.00	2.44	145.00	36.00	181.00
Institutional									
Health Care Facility	574.67			154.23	23.00	14.10	766.00	180.00	946.00
Place of Worship	218.50			58.60	10.00	4.90	292.00	75.00	367.00
Congregate Care Facility	404.24			108.54	9.00	9.22	531.00	67.00	598.00
Private School	242.55			65.12	102.00	18.33	428.00	793.00	1,221.00
Child Day Care Facility	242.55			65.12		5.33	313.00		313.00
Agricultural Uses									
Riding Arena	240.34			64.40	6.00	5.26	316.00	47.00	363.00
Barn	72.12			19.53	4.00	2.35	98.00	27.00	125.00

* County Library component is not collected for outside County Library System

Budget Unit	1761	1762	1763	1764	1765	1770	1766	1767	1768	1769				
	Countywide Public Protection	Courts	Health & Social Services	VV -Library	County Libraries	SS- Library	General Government	Sheriff's Patrol & Investigation	PFF Program Compliance	Transportation		Dixon Public Library Fees	Transportation	Grand
	As of 2/3/2014, Public Protection collections are for six key functions.	As of 2/3/2014, includes old rates & Mission Solano					As of 2/3/2014, General Government collections are for 5 key functions	(Non-Function as of 2/3/2014)		(Function as of 2/3/2014)			RTIF Part B	
	(2960741)	(2960742)	(2960743)	(2960744)	(2960745)	(2960749)	(2960746)	(2960747)	(2960748)	RTIF Part A	County	(2960541)	(2960542)	Total
Beginning balances (07/01/17)	\$ 6,275,903.31	\$ 106,345.52	\$ 6,293,516.16	\$ 573,302.31	\$ 7,841,240.59	\$ 82,039.19	\$ (2,331,784.10)	\$ 272,466.52	\$ 635,243.33	\$ 125,004.76	\$ 19,873,277.59	\$ 82,955.32	\$ 446,095.37	\$ 20,402,328.28
Collections & Disbursements														
FY16/17 Disbursement	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1st quarter (7/1 - 9/30)														
Collections	299,030.32	67.79	151,939.50	52,453.83	46,111.84	-	117,263.50	-	12,687.81	8,253.77	687,808.36	20,625.34	171,673.27	880,106.97
Disbursements	-	-	-	-	-	-	-	-	8,227.18	-	8,227.18	-	-	8,227.18
Net balance	6,574,933.63	106,413.31	6,445,455.66	625,756.14	7,887,352.43	82,039.19	(2,214,520.60)	272,466.52	639,703.96	133,258.53	20,552,858.77	103,580.66	617,768.64	21,274,208.07
1st Qtr Interest	15,651.96	265.22	15,695.88	1,429.80	19,555.87	204.60	(5,815.41)	679.52	1,563.76	311.76	49,542.96	206.89	1,112.55	50,862.40
Balance 1st Qtr	6,590,585.59	106,678.53	6,461,151.54	627,185.94	7,906,908.30	82,243.79	(2,220,336.01)	273,146.04	641,267.72	133,570.29	20,602,401.73	103,787.55	618,881.19	21,325,070.47
2nd quarter (10/1-12/31)														
Collections	454,597.16	67.79	286,305.96	123,997.83	78,720.87	-	191,738.25	-	20,946.08	7,905.80	1,164,279.74	27,970.37	258,420.83	1,450,670.94
Administration Overhead										-	-			-
Disbursements	726,660.00	-	150,000.00	-	-	-	580,026.00	-	457.50	-	1,457,143.50	82,955.32	446,095.37	1,986,194.19
Net balance	6,318,522.75	106,746.32	6,597,457.50	751,183.77	7,985,629.17	82,243.79	(2,608,623.76)	273,146.04	661,756.30	141,476.09	20,309,537.97	48,802.60	431,206.65	20,789,547.22
2nd Qtr. Interest	17,830.82	324.38	19,190.72	1,907.12	24,043.04	250.08	(8,515.24)	830.57	1,948.55	406.16	58,216.20	63.35	525.40	58,804.95
Balance 2nd Qtr	6,336,353.57	107,070.70	6,616,648.22	753,090.89	8,009,672.21	82,493.87	(2,617,139.00)	273,976.61	663,704.85	141,882.25	20,367,754.17	48,865.95	431,732.05	20,848,352.17
3rd quarter (1/1-3/31)														
Collections (incl (\$3,360 Q2 corr-RV)	601,272.97	-	398,460.19	69,938.44	216,270.95	7,160.82	258,439.32	-	28,395.13	7,160.71	1,587,098.53	28,967.16	332,177.17	1,948,242.86
Administration Overhead									2,965.00	-	2,965.00			2,965.00
Habitat for Humanity refund									5,311.00		5,311.00			5,311.00
Disbursements	-	-	-	-	-	-	-	-	585.03	-	585.03	-	171,673.27	172,258.30
Net balance	6,937,626.54	107,070.70	7,015,108.41	823,029.33	8,225,943.16	89,654.69	(2,358,699.68)	273,976.61	699,790.95	149,042.96	21,962,543.67	77,833.11	592,235.95	22,632,612.73
3rd Qtr. Interest	20,206.70	341.45	21,100.57	2,401.62	25,542.94	263.07	(8,346.09)	873.71	2,114.70	452.46	64,951.13	155.83	829.33	65,936.31
Balance 3rd Qtr	6,957,833.24	107,412.15	7,036,208.98	825,430.95	8,251,486.10	89,917.76	(2,367,045.77)	274,850.32	701,905.65	149,495.42	22,027,494.80	77,988.94	593,065.28	22,698,549.04
4th quarter (4/1 - 6/30)														
Collections	543,510.05	-	359,496.24	62,006.94	201,915.92	-	233,445.75	-	25,618.53	6,146.15	1,432,139.58	26,151.91	298,903.22	1,757,194.71
Disbursements	925,000.00	-	-	573,303.00	-	82,039.19	-	-	33,805.87	-	1,614,148.06	-	260,058.78	1,874,206.84
Adjustment - 1766/Gen Govt.														
Net balance	6,576,343.29	107,412.15	7,395,705.22	314,134.89	8,453,402.02	7,878.57	(2,133,600.02)	274,850.32	693,718.31	155,641.57	21,845,486.32	104,140.85	631,909.72	22,581,536.91
4th Qtr interest	24,208.87	431.03	28,235.28	1,011.75	33,112.01	31.62	(9,498.61)	1,102.93	2,680.99	599.90	81,915.77	312.96	1,336.31	83,565.05
Balance at 4Qtr - Available funds	\$ 6,600,552.16	\$ 107,843.18	\$ 7,423,940.50	\$ 315,146.64	\$ 8,486,514.03	\$ 7,910.19	\$ (2,143,098.63)	\$ 275,953.25	\$ 696,399.30	\$ 156,241.47	\$ 21,927,402.09	\$ 104,453.81	\$ 633,246.03	\$ 22,665,101.96
FY 17/18 PFF COLLECTIONS	1,898,410.50	135.58	1,196,201.89	308,397.04	543,019.58	7,160.82	800,886.82	-	87,647.55	29,466.43	4,871,326.21	103,714.78	1,061,174.49	6,036,215.48
FY 17/18 ADMIN OVHD REVENUE									2,965.00	-	2,965.00			2,965.00
FY 17/18 Refund for Babatit for Humanity									5,311.00		5,311.00			5,311.00
FY 17/18 PFF INTEREST	77,898.35	1,362.08	84,222.45	6,750.29	102,253.86	749.37	(32,175.35)	3,486.73	8,308.00	1,770.28	254,626.06	739.03	3,803.59	259,168.71
FY 17/18 PFF DISBURSEMENTS	-	-	-	-	-	-	-	-		-	-	-	-	-
FY 17/18 PFF DISBURSEMENTS	1,651,660.00	-	150,000.00	573,303.00	-	82,039.19	580,026.00	-	43,075.58	-	3,080,103.77	82,955.32	877,827.42	4,040,886.51
Balance of Fund 296 as of 6/30/18												\$		22,665,101.96

**SOLANO COUNTY
PUBLIC FACILITIES FEES
AGENCIES SUMMARY
THROUGH JUNE 30, 2018**

	Combined Totals (1992/93 - 2011/12)	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	GRAND TOTAL
Beginning balances (07/01/17)								
COLLECTIONS CLASSIFIED BY AGENCY								
City of Benicia	\$ 3,267,556.37	\$ 20,613.40	\$ 27,202.24	\$ 59,518.64	\$ 41,417.95	\$ 97,322.65	\$ 59,882.63	\$ 3,573,513.88
City of Dixon	6,069,304.26	530,187.77	-	1,114,304.01	286,248.02	619,833.00	844,381.44	9,464,258.50
City of Fairfield	33,210,051.34	2,736,220.74	2,787,723.84	4,630,661.98	3,439,411.22	3,398,577.02	2,322,262.90	52,524,909.04
City of Rio-Vista	673,489.92	-	2,562.56	16,847.62	6,516.00	7,957.00	487,675.40	1,195,048.50
City of Suisun	5,464,999.80	73,200.00	415,669.91	9,106.80	206,126.00	459,737.39	44,138.44	6,672,978.34
City of Vacaville	27,590,679.99	3,294,498.11	923,594.17	2,508,960.10	3,385,369.60	3,374,160.63	1,828,646.72	42,905,909.32
City of Vallejo	15,318,624.92	24,023.74	32,270.41	192,408.00	234,564.13	456,849.41	175,590.12	16,434,330.73
Resource Management	3,798,085.17	258,229.88	151,897.22	279,289.11	206,550.60	346,890.74	273,637.83	5,314,580.55
Residual Equity Transfers-in fr Juvenile Hall-to account 176	67,267.22	-	-	-	-	-	-	67,267.22
Adjustment to PY accrual-City of Vallejo	(0.32)	-	-	-	-	-	-	(0.32)
Adjustment to reconcile with IFAS	100.37	-	-	-	-	-	-	100.37
Refund for Habitat for Humanity	-	-	-	-	-	-	5,311.00	5,311.00
Admin Overhead Revenue	-	89,753.00	30,266.00	-	-	-	2,965.00	122,984.00
Totals	<u>\$ 95,460,159.04</u>	<u>\$ 7,026,726.64</u>	<u>\$ 4,371,186.35</u>	<u>\$ 8,811,096.26</u>	<u>\$ 7,806,203.52</u>	<u>\$ 8,761,327.84</u>	<u>\$ 6,044,491.48</u>	<u>\$ 138,281,191.13</u>
COLLECTIONS CLASSIFIED BY FUNCTION								
Total Public Protection	\$ 42,937,513.62	\$ 2,671,427.56	\$ 1,572,018.50	\$ 2,778,193.70	\$ 2,540,307.48	\$ 2,823,725.17	\$ 1,898,410.50	\$ 57,221,596.53
Courts/ No longer a/o 2/3/14	9,650,295.64	687,407.93	220,757.14	7,018.46	9,335.16	5,012.16	135.58	10,579,962.07
Health & Social Services	6,380,547.93	1,006,632.95	700,011.87	1,703,468.96	1,480,117.57	1,712,959.03	1,196,201.89	14,179,940.20
Welfare/ No longer used a/o 10/25/98	71,211.79	-	-	-	-	-	-	71,211.79
Libraries (see detail below)	18,269,612.31	1,200,598.42	720,722.64	1,294,542.56	1,239,891.55	1,346,369.69	858,577.44	24,930,314.61
Total General Government	14,574,465.80	1,062,191.52	626,797.27	1,166,386.29	1,041,578.61	1,173,640.61	800,886.82	20,445,946.92
Sheriff's Patrol/ No longer a/o 2/3/14	252,073.66	10,687.42	5,704.87	3,418.76	385.00	-	-	272,269.71
Total Transportation (function as of 2/3/14)	-	-	404,096.99	1,439,179.90	1,326,034.74	1,488,011.56	1,090,640.92	5,747,964.11
Admin. Overhead/PFF Program Compliance	2,403,686.10	258,334.78	115,117.30	126,901.68	115,741.67	128,909.66	95,923.55	3,244,614.74
Dixon Public Library District	920,752.19	129,446.06	5,959.77	291,985.95	52,811.74	82,699.96	103,714.78	1,587,370.45
Totals	<u>\$ 95,460,159.04</u>	<u>\$ 7,026,726.64</u>	<u>\$ 4,371,186.35</u>	<u>\$ 8,811,096.26</u>	<u>\$ 7,806,203.52</u>	<u>\$ 8,761,327.84</u>	<u>\$ 6,044,491.48</u>	<u>\$ 138,281,191.13</u>
	(0.00)	-	-	-	-	-	-	(0.00)
FEES ALLOCATED TO COUNTY LIBRARIES								
City of Fairfield	7,875,454.04	\$ 533,822.42	\$ 478,078.78	\$ 810,651.38	\$ 555,718.68	\$ 574,086.40	\$ 392,625.02	\$ 11,220,436.72
City of Rio-Vista	158,905.59	-	-	1,589.51	-	-	85,833.54	246,328.64
City of Suisun	1,299,629.03	14,728.00	51,548.00	1,589.51	36,558.73	81,514.61	7,160.82	1,492,728.70
City of Vacaville	4,436,832.26	620,531.00	166,927.89	414,862.11	576,992.13	569,221.37	308,397.04	7,093,763.80
City of Vallejo	3,925,583.76	3,802.00	3,430.51	38,455.59	44,858.11	90,495.69	30,232.79	4,136,858.45
Resource/Environmental Management	573,207.63	27,715.00	20,737.46	27,394.46	25,763.90	31,051.62	34,328.23	740,198.30
Totals	<u>\$ 18,269,612.31</u>	<u>\$ 1,200,598.42</u>	<u>\$ 720,722.64</u>	<u>\$ 1,294,542.56</u>	<u>\$ 1,239,891.55</u>	<u>\$ 1,346,369.69</u>	<u>\$ 858,577.44</u>	<u>\$ 24,930,314.61</u>
FEES ALLOCATED TO DIXON USD LIBRARY DISTRICT								
City of Dixon	\$ 785,170.62	\$ 116,117.35	\$ -	\$ 276,752.83	\$ 46,333.36	\$ 72,415.91	\$ 97,357.70	\$ 1,394,147.77
Resources Management	135,581.57	13,328.71	5,959.77	15,233.12	6,478.38	10,284.05	6,357.08	193,222.68
Totals	<u>\$ 920,752.19</u>	<u>\$ 129,446.06</u>	<u>\$ 5,959.77</u>	<u>\$ 291,985.95</u>	<u>\$ 52,811.74</u>	<u>\$ 82,699.96</u>	<u>\$ 103,714.78</u>	<u>\$ 1,587,370.45</u>
DISBURSEMENTS CLASSIFIED BY FUNCTION								
1761 Total Public Protection	\$ 44,276,568.18	\$ 731,396.00	\$ 2,132,731.23	\$ 1,915,812.00	\$ 2,027,777.00	\$ 727,369.00	\$ 1,651,660.00	\$ 53,463,313.41
1762 Courts/ No longer a/o 2/3/14	7,381,389.39	2,506,308.00	936,740.29	140,000.00	-	-	-	10,964,437.68
1763 Health & Social Services	5,651,444.66	170,000.00	251,892.00	150,000.00	150,000.00	150,000.00	150,000.00	6,673,336.66
Welfare/ No longer used a/o 10/25/98	13.13	-	-	-	-	-	-	13.13
1764/65/70 Libraries	14,330,413.36	899,713.00	1,371,933.00	372,787.48	415,894.18	618,826.18	655,342.19	18,664,909.39
1766 Total General Government	19,709,046.56	586,054.00	582,861.86	581,620.00	581,448.00	580,929.00	580,026.00	23,201,985.42
1767 Sheriff's Patrol/ & Investigation	53,222.05	-	-	-	-	-	-	53,222.05
2960541 Dixon Public Library District	796,645.62	124,675.34	129,742.03	6,103.54	292,496.64	53,092.65	82,955.32	1,485,711.14
Total Transportation (function as of 2/3/14)	-	-	-	1,348,309.08	1,373,595.40	1,372,235.24	877,827.42	4,971,967.14
1768 Admin. Overhead/PFF Program Compliance	1,069,144.57	126,994.75	1,606,950.29	55,019.87	58,000.23	27,480.89	43,075.58	2,986,666.18
Totals	<u>\$ 93,267,887.52</u>	<u>\$ 5,145,141.09</u>	<u>\$ 7,012,850.70</u>	<u>\$ 4,569,651.97</u>	<u>\$ 4,899,211.45</u>	<u>\$ 3,529,932.96</u>	<u>\$ 4,040,886.51</u>	<u>\$ 122,465,562.20</u>

FY2017/2018
"180 DAY REVIEW"
of
PUBLIC FACILITIES FEES

PUBLIC IMPROVEMENT IDENTIFICATION:

Project Description		Total Project Cost	Estimated PFF Budgeted For Project	Updated PFF Project Budget	Previously Expended PFF as of 6/30/17	PFF Expended in FY2017/18	Public Facilities Fees Expended as of 6/30/18	% of Public Facilities Fees Expended to Total Cost
8032	2002 COP Debt Service	100,895,000 ⁽¹⁾	18,509,620	19,819,151	19,819,151	0	19,819,151	19.64%
8034	H&SS Headquarters Bldg/SPHF Refinance Debt Service	31,710,000 ⁽¹⁾	3,150,000	3,150,000	2,700,000	150,000	2,850,000	8.99%
8037	2007 COP Debt Service	99,860,000 ⁽¹⁾	31,272,403	31,272,403	9,191,437	1,306,686	10,498,123	10.51%
	Old Courthouse Renovations	27,500,000 ⁽²⁾	3,442,308	3,582,308	3,582,308	0	3,582,308	13.03%
1723	Adult Detention Facility - Claybank	88,610,030	27,064,970 ⁽⁷⁾	28,252,871	28,252,871	0	28,252,871	31.88%
1773	Animal Care Project	4,268,119	1,300,000	1,300,000	1,300,000	0	1,300,000	30.46%
1689	SB 1022 - Jail Construction	25,597,000 ⁽²⁾	1,300,000 ⁽⁵⁾	1,300,000	1,300,000	925,000	2,225,000	8.69%
1726	Property - Courage Drive, Fairfield	727,805	203,784	203,784	203,784	0	203,784	28.00%
3019	North Connector/Vanden Road Transportation Project	97,000,000 ⁽³⁾	2,380,000 ⁽⁴⁾	2,380,000	1,500,000	0	1,500,000	1.55%
6311	Solano County Library Collection/Material Holdings	2,250,000	2,250,000	2,250,000	2,250,000	0	2,250,000	100.00%
	Suisun Library Redevelopment Loan Interest	5,401,026 ⁽³⁾	2,309,736 ⁽⁶⁾	2,309,736	1,473,274	82,039	1,555,313	28.80%
9897	Vacaville Library	10,000,000 ⁽³⁾	3,939,601	5,739,937 ⁽⁸⁾	5,159,679	573,303	5,732,982	57.33%
		493,818,980	97,122,422	101,560,190	76,732,504	3,037,028	79,769,532	

(1) Actual COP issued.

(2) Project being delivered by Administrative Office of the Courts. State estimate.

(3) Project cost is estimated.

(4) County share for regional transportation project.

(5) County match for SB 1022

(6) Includes outstanding construction loan principal of \$1,023,891 (does not include interest of 3% per annum).

(7) PFF (county) match for AB900 Grant

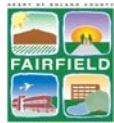
(8) Amount will be revised each year to reflect total amount sent to the Vacaville Library District.



Solano County Regional Transportation Impact Fee

(A Component of the Solano County Public Facility Fee)

5th Annual Report For Fiscal Year 2017-18 December 12, 2018



Solano County Regional Transportation Impact Fee (RTIF)
(A Component of the Solano County Public Facility Fee)
Annual Report for Fiscal Year 2017-18

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Introduction

On December 3, 2013, the County Board of Supervisors established the Regional Transportation Impact Fee (RTIF) as part of the Solano County Public Facility Fee (PFF). This was in response to a recommendation by the STA Board of Directors to create a transportation impact fee to mitigate the impacts created by future growth. The STA Board's request was built upon several community and stakeholder input meetings during the development of the STA's RTIF Nexus Study. As a result, the County of Solano, in partnership with seven cities, then began collecting the RTIF on February 3, 2013 based on the approved fee schedule included in Exhibit A on page 6. Since the program began, a total of \$5,583,138 has been collected with over 90% of the funds obligated or committed to priority RTIF projects.

This year, the RTIF program has seen numerous projects completed and is starting to show improvements in traffic operations and safety. Working Groups (WG) 1's project, Jepson Parkway Phase 1 in Vacaville, was opened to traffic in Summer 2018. WG5 and WG7's priority project, Safety Improvements along Porter and Midway Rd, was also completed in Summer 2018 and is already reducing collisions in the area. Finally, the Benicia Bus Hub has completed all construction activities in 2018 and is waiting on permitting of the bathroom facilities.

FY 2017-18 RTIF Revenue

In summary, a total of \$1.044 million was collected for eligible RTIF projects in FY 2017-18 (after accounting for STA's two percent administrative fee to manage the program). The RTIF revenue collected was a decrease of nearly \$400,000 in comparison to last fiscal year which had \$1.421 million collected.

Figure 1: RTIF revenue collection by quarter for FY 2017-18.

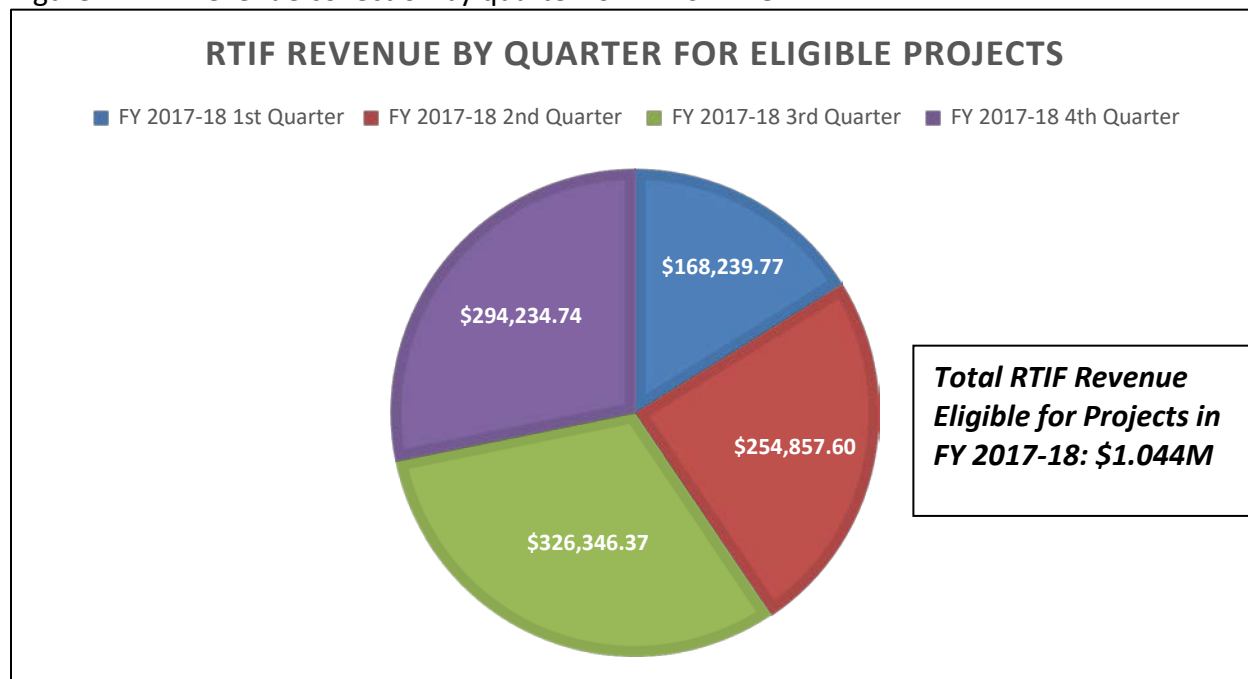


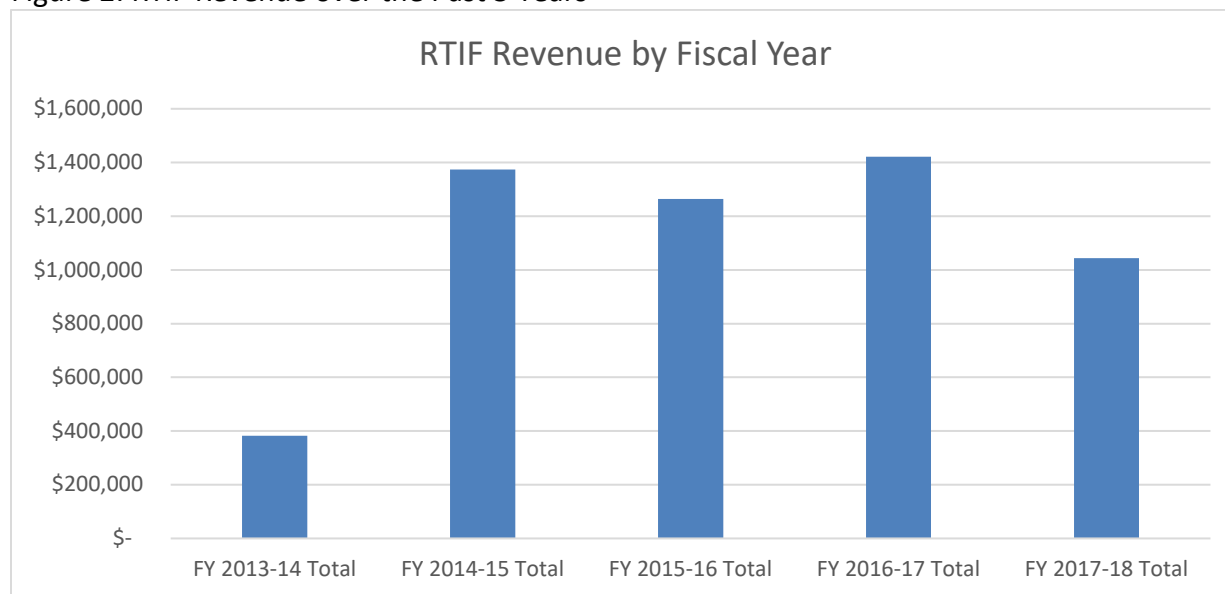
Figure 1. FY 2017-18 RTIF Revenue Collection by Quarter

The majority of fees were collected in the 3rd and 4th quarter of FY 2017-18 with an average collection of \$266,244 per quarter. This is indicative of steady building and development activities countywide during FY 2017-18.

Regional Transportation Impact Fee Revenue over the Past 5 Years

The RTIF program is projected to grow over time, with the growth of the economy and population. Figure 2 below shows that development has been relatively steady over the past years, with annual revenues averaging approximately \$1.2M.

Figure 2: RTIF Revenue over the Past 5 Years

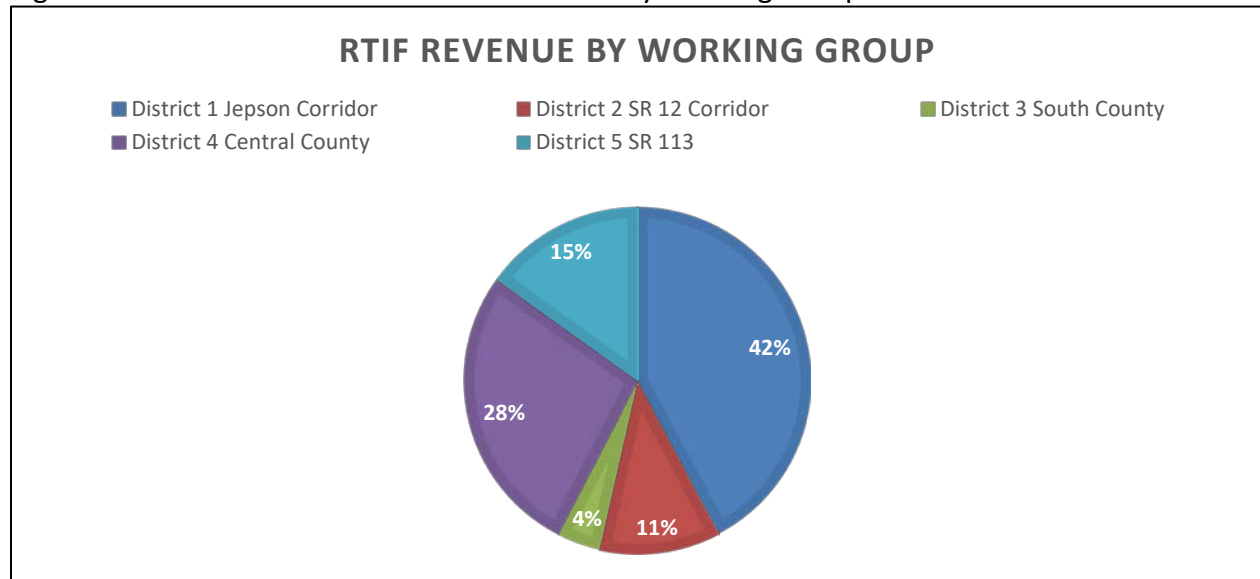


Regional Transportation Impact Fee Revenue and Working Group Districts

For RTIF revenue disbursements, the county is divided into five geographical RTIF districts, with a Working Group identified for each district. Exhibit B on page 7 is a map of the five RTIF Working Group Districts. Two additional separate districts were established to focus on implementing approved RTIF eligible regional transit facility projects (Transit Working Group) and unincorporated road projects (unincorporated County Working Group).

Ninety percent (90%) of RTIF revenue collected are returned to the districts that generated the RTIF revenue. The remaining ten percent (10%) of RTIF revenue are split five percent (5%) each to the Transit Working Group and Unincorporated County Work Group. Table 1 on page provides details on the current revenue status of each working group. Exhibit C on page 7 includes a table with further details on how much revenue was collected for each Working Group District by quarter.

Figure 3: RTIF FY 2017-18 revenue collection % by Working Group



The top two Districts with the majority of development and building activities are within District 1 (Jepson Corridor) and District 4 (Central County); together this represents 70% of the development in Solano County. The cities of Fairfield, Vacaville and the portions unincorporated County of Solano are included within these Districts. District 5 (SR 113 Corridor) also had a relatively active year with RTIF collected from building and construction activities within the City of Dixon.

RTIF Working Group Project Delivery Status

The RTIF Working Groups are made up of Public Works or other local agency staff located in that district. The Transit Working Group is comprised of transit staff from all five transit operators. Each Working Group is responsible for prioritizing and implementing eligible projects within their respective District. The Working Groups are required to meet at least once a year to provide a status update on their respective RTIF District's project or projects. The Working Groups also provide recommendations to the STA Board for RTIF funding if eligible projects experience implementation issues.

In Fiscal Year 2017-18, five of the seven RTIF Working Groups have completed their priority project or had projects under construction:

1. Working Group 1 – Jepson Parkway – 2 phases **Under construction**
2. Working Group 2 - Hwy 12/Church Road Environmental Document – **Project Completed**
3. Working Group 3 – Fairgrounds/SR 37 SolanoExpress Bus Stop – **In Design**
4. Working Group 4 – Green Valley Overpass – **Project Complete**
5. Working Group 5 - Midway Road Intersection Safety Improvements – **Project Complete**
6. Working Group 6 - Fairgrounds/SR 37 SolanoExpress Bus Stop – **In Design**
7. Working Group 7 - Midway Road Intersection Safety Improvements – **Project Complete**

As of the end of FY 2017-18, the STA Board approved an obligation of over 90% of RTIF revenue to complete approved RTIF Projects, with 60% of the RTIF revenue spent through FY 2017-18. The remaining balance is scheduled to be obligated and spent in FY 2018-19 and future years.

Table 1. FY 2017-18 RTIF Working Group District Project and Revenue Status

Working Group District	Project	Cumulative RTIF Revenue to End of FY 17/18	Approved Obligation	RTIF Paid Disbursement	Working Group Status
1	Jepson Parkway ROW and Construction	\$2,720,361	\$1,574,151	\$1,574,151	Project Approved Allocation Complete
1	Jepson Parkway Vacaville Phases		\$3,500,000	\$0	Vacaville's Jepson Parkway Phases will get \$3.5M for Phase 1B, then Fairfield will get the next \$3.5M for New Cannon Rd.
2	SR12/Church Rd Intersection Environmental Documents	\$305,499	\$118,000	\$118,000	Environmental Document Completed
2	SR 12/Church Rd Design Phase		\$161,700	\$0	Design Phase on hold as STA coordinates with Caltrans to include this project in the SR12 SHOPP project.
3	Benicia Bus Stop	\$175,177	\$60,000	\$60,000	Project Complete and closed-out
3	SR37/ Fairgrounds Dr. SolanoExpress Bus Stop		FY 2016-17 through FY 2021-22	\$0	Working Groups 3 and 6 RTIF revenue recommended for a six year allocation as part of a finance plan to fully fund the Fairgrounds Dr/SR 37 SolanoExpress Bus Stop.
4	Green Valley Overcrossing	\$1,288,901	FY 2013-14 through FY 2017-18	\$1,288,901	Construction Completed.
5	1. Midway Rd/Porter Rd 2. Pitt School Rd/Porter Rd 3. Midway Rd/Pitt School Rd 4. Midway Rd/Pedrick Rd.	\$448,243	\$197,946	\$183,571	Working Group 5 combined RTIF revenue with Working Group 7 to provide local match for HSIP safety projects. Projects completed in FY 2017-18.
5	SR 113 Corridor Study		\$20,000	\$0	Traffic study on SR 113 in Dixon/Unincorporated County of Solano. Plan to be complete by end of 2018. Projects resulting from this study will be priority of WG5.
6	Benicia Bus Stop	\$274,343	\$276,000	\$208,127	Project Complete and closed-out
6	SR 37/Fairgrounds Dr. Bus Stop		\$300,000	\$0	Working Groups 3 and 6 RTIF revenue recommended for a six year allocation as part of a finance plan to fully fund the Fairgrounds Dr./SR 37 SolanoExpress Bus Stop.
7	1. Vaca Valley Road 2. Mid Way Road 3. Midway Rd/Porter Rd Intersection 4. Pitt School Rd/Porter Rd Intersection 5. Midway Rd/Pitt School Rd Intersection 6. Midway Rd/Pedrick Rd 7. McCormack Rd *(New Eligible Project)	\$274,343	\$151,061	\$121,760	Working Group 5 combined RTIF revenue with Working Group 7 to provide local match for HSIP safety projects. Projects completed in FY 2017-18. The County has indicated it is interested in utilizing FY 18/19, and future year revenues, on McCormack Rd paving. Tentative construction in 2020.
Total		\$5,486,869	\$7,266,186	\$3,297,353	<p>90% of collected RTIF funds have been obligated to approved RTIF Projects.</p> <p>60% of RTIF revenues collected through FY 17/18 has been disbursed, the remaining balance anticipated to be disbursed in future years. Numerous projects are banking their remaining balance in anticipation of design completion and being ready for construction.</p>

FY 2017-18 RTIF Working Group Recommendations and Approvals

All seven RTIF Working Groups met between January and March of 2018. During these meetings, the upcoming FY 2017-18 projected revenue was discussed and it was confirmed the projects for which these funds would be distributed.

All of the RTIF Working Groups are making progress on their projects with three completed or nearing completion:

- Working Group 1 – Jepson Parkway – 2 phases under construction.
- Working Group 2- Hwy 12 Church Road Environmental Documents completed & design phase agreement executed and underway
- Working Group 3- Benicia Bus Hub – construction complete (waiting for facility defects issue to be resolved)
- Working Group 4 – Green Valley Overcrossing – construction complete

Project Recommendations for FY 2017/18 include:

- Working Group 1: Vacaville is requesting the first \$3.5M from this working group to be dedicated to Vacaville Jepson Parkway Phase 3B, thereafter the next \$3.5M would be dedicated to New Cannon Road in Fairfield.
- Working Group 2: Recommend to continue allocating RTIF funds for the SR 12/Church Road Project as part of the Design and Right of Way phase.
- Working Group 3: Recommended the remaining RTIF revenue collected through FY 2017-18 for the Fairgrounds Dr./SR 37 SolanoExpress Bus Stop project (a multimodal component of the Fairgrounds Drive Project).
- Working Group 4: No changes; dedicate all revenue to cost of Green Valley O.C.
- Working Group 5: Projects that are recommended from the SR 113 Corridor Study in the City of Dixon and a small section of unincorporated Solano County (South of the City of Dixon) would be the future priority of the working group.
- Working Group 6: recommended to dedicate future Working Group 6 RTIF funds towards the Fairgrounds Dr/SR 37 SolanoExpress Bus Stop project now that the Benicia Bus Hub is completed. Working Groups 3 and 6 RTIF revenue is being recommended for a six year allocation as part of a finance plan to fully fund the \$1.8 million Fairgrounds Dr./SR 37 SolanoExpress Bus Stop with \$1 million of the \$1.8 million projected cost being provided by MTC based on a request by STA.
- Working Group 7: County staff recommended McCormack Rd as their priority project going forward. They anticipate banking money until costs are known.

Solano County is currently developing an updated Nexus Study for the Public Facilities Fee (PFF), which is required to be updated every 5 years. As part of this update, STA requested to include an updated analysis of the RTIF in the PFF Nexus Study with a current project list, as well as new projects that working group members agreed upon.

- Working Group 1: New Cannon Road
- Working Group 2: Railroad Ave Extension Project
- Working Group 7: Hay Rd from Meridian to SR113

No other changes were recommended by the other Working Groups. A complete list of RTIF Working Group Projects is included in Table 1.

EXHIBIT A

Regional Transportation Impact Fee Schedule

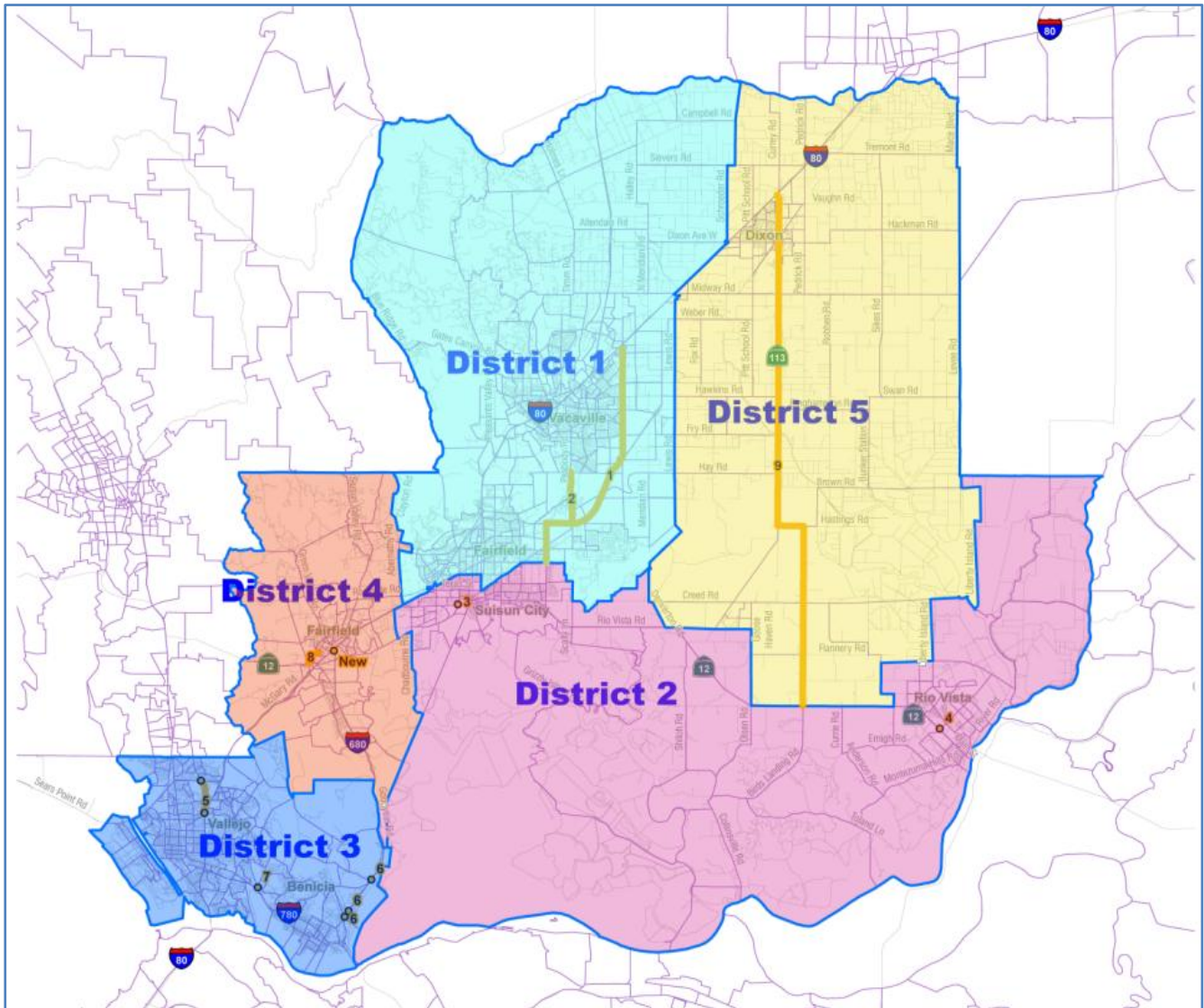
Approved by Solano County Board of Supervisors on December 3, 2013 as part of the Solano County Public Facility Fee

Fee Category	Fee
Residential	
Single Family Residential (SFR)	\$1,500
Multi Family Residential (MFR)	\$930
2nd SFR Unit/Accessory Unit	\$805
MFR Senior/Retirement Housing	\$585
Non-residential	Per 1,000 Building Square Feet
Retail/Commercial	\$382
Service Commercial	\$980
Assembly Uses	\$75
General/Medical Office	\$269
Hotels/Motels	\$230
Industrial	\$110
Warehouse/Distribution	\$36
Institutional	
Health Care Facility	\$180
Place of Worship	\$75
Congregate Care Facility	\$67
Private School	\$793
Child Day Care Facility ¹	Exempt
Agricultural Uses	
Riding Arena	\$47
Barn	\$27

¹ Child Day Care facilities are exempt from the Regional Transportation Impact Fee based on the assumption that most of the trips associated with child day care centers are local in nature and/or included as part of linked commutes (e.g. travel to work)

EXHIBIT B

Solano Regional Transportation Impact Fee District Map



RTIF Revenue History by District						
	FY 2017-18				FY 2017-18 Total	GrandTotal
	FY 2017-18 1st Quarter	FY 2017-18 2nd Quarter	FY 2017-18 3rd Quarter	FY 2017-18 4th Quarter		
RTIF Collection	\$171,673	\$260,059	\$333,007	\$300,240	\$1,064,978	\$5,583,138
Interest					\$1336*	\$2,974
2% STA Administration	\$3,433	\$5,201	\$6,660	\$6,005	\$21,300	\$111,663
RTIF Revenue for Eligible Projects	\$168,240	\$254,858	\$326,346	\$294,235	\$1,043,678	\$5,486,869
District 1 Jepson Corridor	\$71,011	\$128,828	\$79,432	\$117,388	\$396,659	\$2,720,361
District 2 SR 12 Corridor	\$23,780	\$4,265	\$53,840	\$24,188	\$106,072	\$305,500
District 3 South County	\$6,324	\$5,685	\$9,342	\$16,827	\$38,178	\$175,177
District 4 Central County	\$23,814	\$51,563	\$111,285	\$70,494	\$257,156	\$1,288,901
District 5 SR 113	\$26,487	\$39,031	\$39,813	\$35,913	\$141,244	\$448,243
District 6 Transit (5%)	\$8,412	\$12,743	\$16,317	\$14,712	\$52,184	\$274,343
District 7 County Road (5%)	\$8,412	\$12,743	\$16,317	\$14,712	\$52,184	\$274,343
Total RTIF Revenue Received for Eligible Projects:	\$168,240	\$254,858	\$326,346	\$294,235	\$1,043,678	\$5,486,869
*\$1,336 in interest distributed by WG based on percentage of total by FY						



Regional Transportation Impact Fee (RTIF)

Working Group Districts

Project Implementation Status

Working Group District 1

1. Description

Working Group District 1 includes all of Vacaville, a portion of northeast Fairfield and the surrounding area of unincorporated Solano County. Working Group District 1 reported the highest collection of RTIF in FY 2017-18 with \$396,659 generated for the Jepson Parkway Project. The participating agencies in Working Group District 1 have agreed to utilize the accumulated RTIF funds beginning in FY 2016-17, including FY 2017-18, and future years, until the total reaches \$3.5M for the Vacaville phase 1B of Jepson Parkway. After the first \$3.5M is collected and disbursed to the City of Vacaville, New Cannon Road located in the City of Fairfield, will be the project for which the remaining money will fund. New Cannon Road will be included as a new project in the forthcoming nexus study update.

2. Participating Agencies:

- a. City of Fairfield
- b. City of Vacaville
- c. Solano County

3. RTIF Priority Project

Jepson Parkway Project

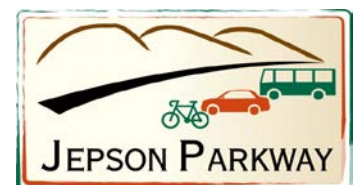
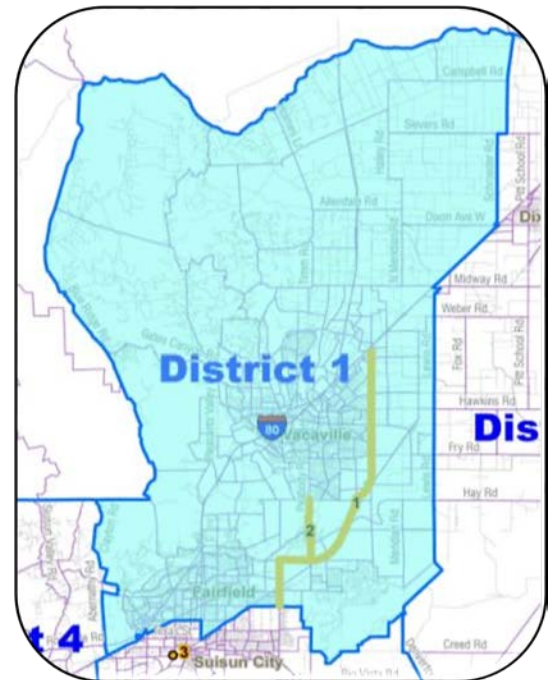
Project Implementation Status: Project accruing revenue.

Phase 1B expected to begin construction in FY 2020-21

4. RTIF Financial Status: Working Group District 1

- a. FY 2017-18 Reported RTIF Revenue: \$396,659
- b. RTIF Carryover funds: \$975,067
- c. Payments: \$1,348,634
- d. Remaining Balance: \$1,371,726

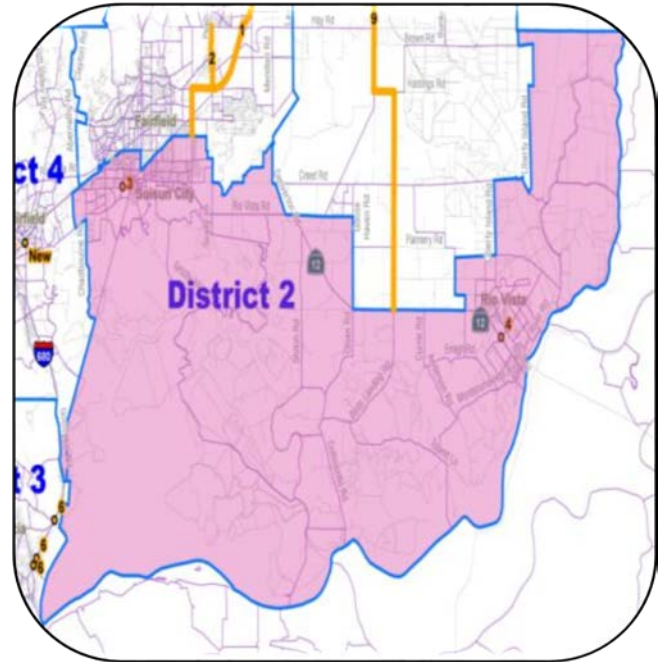
*Project is accruing revenue since FY 2016-17, to be used in Construction for Phase 3A in Vacaville



Working Group District 2

1. Description

The Working Group District 2 includes all of the cities of Rio Vista, Suisun City, and portions of southern Fairfield and the surrounding area of unincorporated Solano County. A larger than previous year collection of RTIF was reported in FY 2017-18 with \$106,072 generated for the SR12/Church Rd Intersection. The participating agencies in Working Group District 2 agreed to a total RTIF allocation of \$300,000 to fund the Design Phase of the SR12/Church Rd Intersection Project.



2. Participating Agencies:

- a. City of Fairfield
- b. City of Rio Vista
- c. City of Suisun City
- d. Solano County

3. RTIF Project

SR 12/Church Rd Intersection

Project Implementation Status: Environmental Phase was completed late 2016. Design underway

4. RTIF Financial Status: Working Group District 2

- | | |
|--------------------------------------|------------|
| a. FY 2017-18 Reported RTIF Revenue: | \$106,072 |
| b. RTIF Carryover funds: | \$199,428 |
| c. RTIF Payments: | \$163,800* |
| d. Remaining Balance: | \$187,499 |

*Environmental Phase of SR12/Church Complete, RTIF is currently in payback



Working Group District 3

1. Description

The Working Group District 3 includes all of the cities of Benicia and Vallejo and the surrounding area of unincorporated Solano County. A modest collection of RTIF was reported in FY 2017-18 with \$38,178 generated for the SR 37/Redwood Street/Fairgrounds Drive. The participating agencies in Working Group District 3 agreed to a total RTIF allocation of 6 years starting in FY 2016-17 to the Fairgrounds Dr/SR37 SolanoExpress Bus Stop project.



2. Participating Agencies:

- a. City of Benicia
- b. City of Vallejo
- c. Solano County

3. RTIF Projects

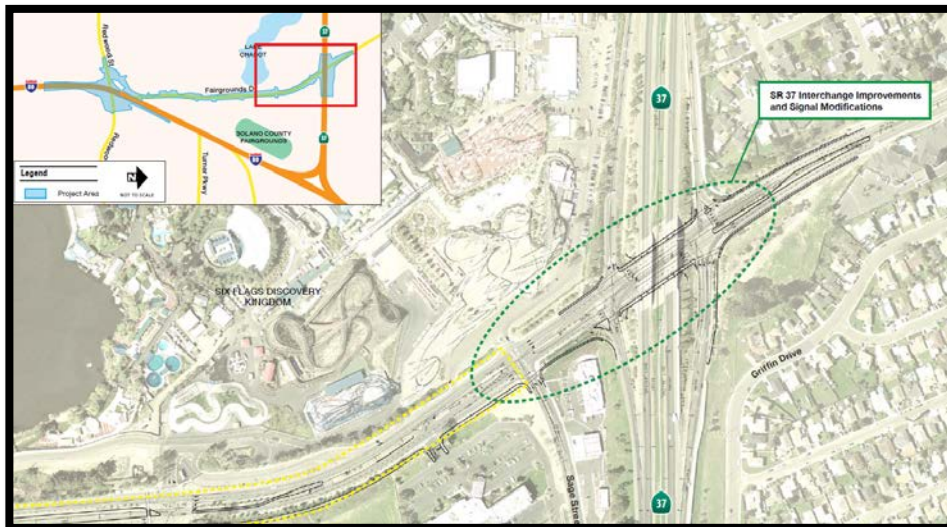
SR 37/Redwood Street/Fairgrounds Drive

Project Implementation Status: Bus Stops project is in design, expected to begin Construction in Spring 2019.



4. RTIF Financial Status: Working Group District 3

- a. FY 2017-18 Reported RTIF Revenue: \$38,178
- b. RTIF Carryover funds: \$136,999
- c. RTIF Payments: \$60,000
- d. Remaining Balance: \$115,177



Working Group District 4

1. Description

The Working Group District 4 includes a portion of City of Fairfield and the surrounding area of unincorporated Solano County. The Working Group District 4 reported the second highest collection of RTIF in FY 2017-18 with \$257,156 generated for the Green Valley Overcrossing Project. The participating agencies in Working Group District 4 agreed to utilize the entire RTIF revenue through FY 2018-19 for this project.

2. Participating Agencies:

- a. City of Fairfield
- b. Solano County

3. Priority RTIF Project:

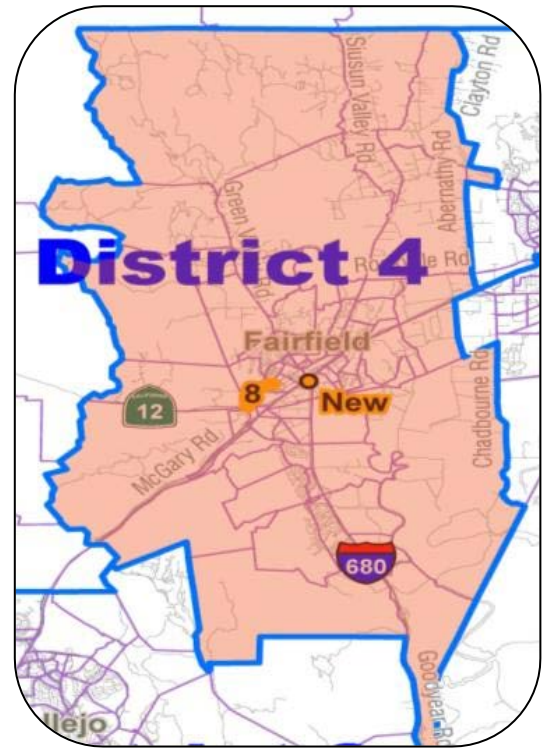
Green Valley Overcrossing

Project Implementation Status: Construction complete

5. RTIF Financial Status: Working Group District 4

- | | |
|--------------------------------------|--------------|
| a. FY 2017-18 Reported RTIF Revenue: | \$257,156 |
| b. FY 2013-14 RTIF Carryover funds: | \$1,031,744 |
| c. RTIF Payments: | \$1,288,901* |
| d. Remaining Balance: | \$0 |

*Project is completed and all revenue is going to pay back the project account.



Working Group District 5

1. Description

The Working Group District 5 includes all of the city of Dixon and the surrounding area of unincorporated Solano County. A moderate collection of RTIF was reported in FY 2017-18 with \$141,244 generated for this working group. The participating agencies in Working Group District 5 agreed to allocate a total of \$200,000 towards Intersection Safety Improvement project. The City of Dixon and the County indicated they would like projects resulting from the 113 Corridor Study to be the future priority.

2. Participating Agencies:

- a. City of Dixon
- b. Solano County

3. Priority RTIF Projects:

Intersection Safety Improvements at Midway, Pedrick, Pitt School and Porter Roads

SR 113 Corridor Study - \$20k

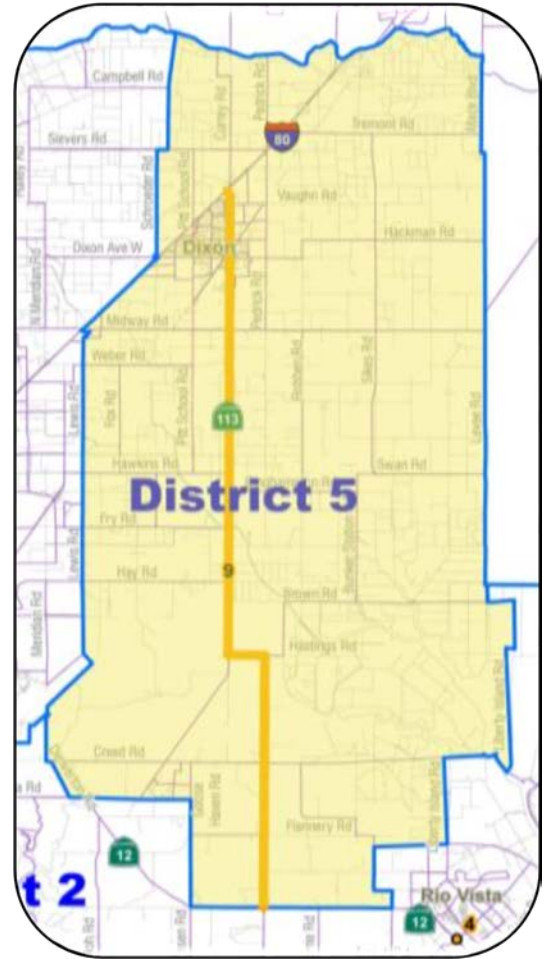
Project Implementation Status: Intersection Safety Improvements at Midway, Pedrick, Pitt School and Porter Roads completed. SR113 Corridor Study underway, expected completion in late 2018.

4. RTIF Projects in Priority Order

- a. Intersection Safety Improvements at Midway, Pedrick, Pitt School and Porter Roads (Complete)
- b. SR113 Corridor Study

5. RTIF Financial Status: Working Group District 5

- a. FY 2017-18 Reported RTIF Revenue: \$141,244
- b. FY 2013-14 RTIF Carryover funds: \$306,99
- c. RTIF Payments: \$183,571
- d. Remaining Balance: \$264,672



Working Group District 6

1. Description

Working Group District 6 comprises Solano County's Transit Operators. This Working Group was approved to receive 5% of RTIF for transit projects. A total of \$52,184 of RTIF was generated in FY 2017-18 for the recently completed Benicia Industrial Bus Hub Project and SR37/Fairgrounds Dr Solano Express Bus Stop.

CITY COACH



2. Participating Agencies:

- City of Benicia
- City of Dixon
- City of Fairfield
- City of Suisun
- City of Vacaville
- Solano County Transit (SolTrans)
- County of Solano



3. Priority RTIF Project

SR37/Fairgrounds Dr Solano Express Bus Stop

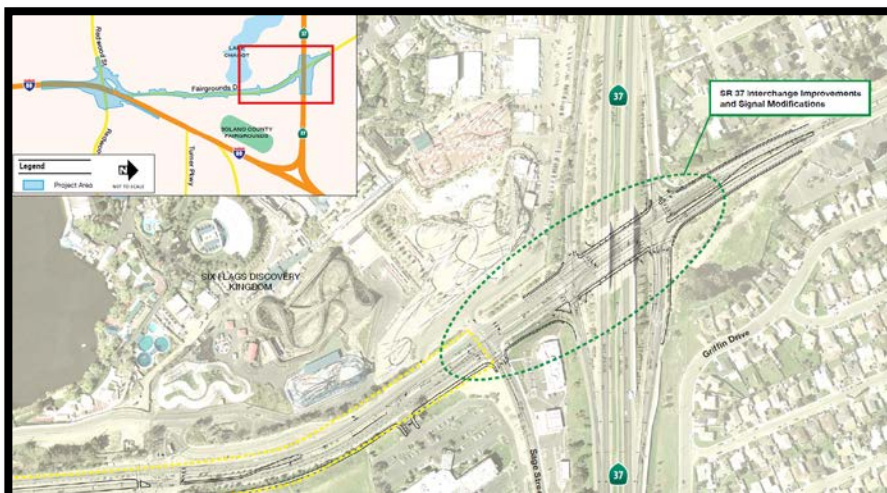
- Project Implementation Status: Under Design.
Completion expected June 2019.

Benicia Bus Hub

- Project Implementation Status: Construction closeout pending resolution of facilities deficiency by contractor.

4. RTIF Financial Status: Working Group District 6

- FY 2017-18 Reported RTIF Revenue: \$52,184
- RTIF Carryover funds: \$222,159
- RTIF Payments: \$208,128
- Remaining Balance: \$66,215



Solano Express



Working Group District 7

1. Description

Working Group District 7 comprises of Solano County unincorporated road improvements. This Working Group was approved to receive 5% of RTIF for road improvement projects. A total of \$52,184 of RTIF was generated in FY 2017-18 for eligible unincorporated road improvements. Intersection Safety Improvements at Midway, Pedrick, Pitt School and Porter Roads completed this year. The County has requested the addition of Hay Rd as a new eligible project into the upcoming Nexus Study.



2. Participating Agencies:

- a. County of Solano

3. RTIF Priority Projects Not in Priority Order

- a. Hay Rd
- b. McCormack Rd

4. RTIF Financial Status: Working Group District 7

- a. FY 2017-18 Reported RTIF Revenue: \$68,720
- b. FY 2013-14 RTIF Carryover funds: \$205,623
- c. Project Expenditures: \$121,760
- d. Remaining Balance: \$152,583



Working Group Members for FY 2017/18

Working Group	Member Agencies Included	Members
1	Fairfield, Vacaville, Solano County	Julie Lucido, Sean Cunningham, Matt Tuggle
2	Fairfield, Suisun City, Rio Vista, Solano County	Julie Lucido, Nick Lozano, Robert Hickey, Matt Tuggle
3	Benicia, Vallejo, Solano County	William Tarbox, Terrance Davis, Matt Tuggle
4	Fairfield, Solano County	Julie Lucido, Matt Tuggle
5	Dixon, Solano County	Joe Leach, Matt Tuggle
6	Solano County	Matt Tuggle
7	FAST, SolTrans, City Coach, Delta Breeze, Dixon Redit-Ride	Nathan Atherstone, Beth Kranda, Lori Damassa, Brandon Thomson, Janet Koster

COUNTY OF SOLANO

NOTICE OF AVAILABILITY OF
ANNUAL ACCOUNTING OF COUNTY PUBLIC FACILITIES FEE
(Govt. Code §66006)

Notice is given that pursuant to the California Mitigation Fee Act, the County of Solano has prepared its annual accounting of the County Public Facilities Fees as required pursuant to Cal. Government Code section 66006.

On December 11, 2018, at 9:00 a.m., or as soon thereafter as the matter may be heard, at the County Administration Center, Board Chambers, 675 Texas Street, Fairfield, California, the Solano County Board of Supervisors will receive reports on the annual accounting of County Public Facilities Fees, including the Regional Transportation Impact Fee, Dixon Public Library Impact Fees and Fire Protection Impact Fees. The reports will include a brief description of the type and amount of fees, the beginning and ending balance of the public facilities fee accounts, any interest earned, an identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with the fees, an identification of an approximate date by which the construction of any public improvements will commence, a description of each inter-fund transfer or loan made from the account.

The accounting is available for public review with the Clerk of the Board of Supervisors, 675 Texas Street, Suite 6500, Fairfield, CA.



Solano County

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

Agenda Submittal

Agenda #:	18	Status:	Consent Calendar
Type:	Contract	Department:	Human Resources
File #:	18-868	Contact:	Marc Fox, 784-2552
Agenda date:	12/11/2018	Final Action:	
Title:	Approve a second contract amendment to the agreement with Athens Administrators, Inc., provider of third party workers' compensation claims services through June 30, 2020, to include the Athens Administrators Medical Provider Network as an Allocated Loss Adjustment Expense of \$2.50 per claim; Authorize County participation in the Athens Administrators Medical Provider Network; and Authorize the County Administrator to execute the amendment		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Amendment, B - Link to Original Contract and Amendment		

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

DEPARTMENTAL RECOMMENDATION:

The Director of Human Resources recommends the approval of a second contract amendment to the agreement with Athens Administrators, Inc., provider of third party workers' compensation claims services through June 30, 2020, to include the Athens Administrators Medical Provider Network as an Allocated Loss Adjustment Expense of \$2.50 per claim; Authorize County participation in the Athens Administrators Medical Provider Network; and Authorize the County Administrator to execute the amendment.

SUMMARY:

On March 24, 2015, the Board approved the contract with Athens Administrators, Inc. (Athens) to provide third party claims services for workers' compensation for the period July 1, 2015 through June 30, 2018 with an option to extend the contract for two additional one-year terms, through June 30, 2020. On June 5, 2018, the Board approved the extension to June 30, 2020. This second amendment to the contract will enable the County to participate in the Athens Administrator Medical Provider Network (MPN) at a cost of \$2.50 per medical claim. This fee is an Allocated Loss Adjustment Expense (ALAE) that is directly attributable to a specific worker's compensation claim and charges directly to the claim when MPN services are provided.

FINANCIAL IMPACT:

The proposed second amendment includes a \$2.50 fee per medical claim for MPN services that is directly attributable to a specific worker's compensation claim. There is no increase in the five-year contract amount with Athens, which is a net total of \$2,011,891 and included in the Human Resources' Risk Management Division budget. There will be no additional costs in Athens' monthly claims administration fee, and no

additional appropriation is requested. The MPN service costs will be recovered through charges back to departments as an ALAE charged through individual workers' compensation claims.

Based on medical claims filed in FY2016/17, the cost attributed to the claims for participation in this service would have been approximately \$15,703.

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

DISCUSSION:

Solano County is permissibly self-insured for workers' compensation insurance. Third-party administrators are companies that self-insured employers contract with to administer the claims administration process. The process of properly and effectively administering claims is very complex as there are numerous mandated deadlines in which actions must be taken. Effectively providing benefits and facilitating the injured worker to return to work has a direct effect on controlling the costs associated with an employer's workers' compensation program. By participating in an MPN, there is a potential for a reduction in total claims costs because the MPN allows for employer medical control throughout the life of the claim. Injured workers experience speedier referrals for prompt and appropriate medical care, reduction in delay in treatment, and increased satisfaction with delivery of benefits which facilitate the safe and prompt return of the employee to work and sustained employment.

The current contract provides an option for Athens to provide MPN services to the County. An MPN is akin to a workers' compensation health maintenance organization in that it is a network of physicians and other qualified medical providers created to provide medical treatment for work injuries of employees. Self-insured employers may have an MPN which must be approved by the Department of Industrial Relations, Department of Workers' Compensation (DWC) before it can be implemented. Unless exempted by law or the employer, all medical care for workers injured on the job whose employer has an approved MPN will be handled and provided through the MPN.

Those exempt from medical through the MPN are:

- Employees who have properly predesignated a personal physician before the injury occurred; or
- Employees with injuries prior to the effective date of the MPN and whose care has not been transferred into the MPN; or
- Those employees who are otherwise exempted by the MPN insurer or employer that would include those who are receiving treatment for an acute condition, a serious chronic condition, a terminal illness or performance of a surgery within 180 days of the MPN coverage effective date.

MPNs present a mechanism for employers to create networks for physicians and other qualified medical providers.

The goal of the employer is to help the employee recover and return to useful employment as soon as it is medically possible. The MPN includes occupational health clinics and doctors who will provide medical treatment and manage the return-to-work. Under the MPN Program, employees will be provided:

- A primary care physician
- Other occupational health services and specialists
- Emergency health care services
- Medical care if the employee is working/traveling outside the geographic services area

The network is built to provide employees with timely and quality medical care. The MPN is easy to access and provides quality medical care to assist the employee to return to health and a productive life.

An MPN is required to provide one or more individuals within the United States to serve as “medical access assistants” to help an injured employee find an available physician of the employee’s choice, as well as subsequent physicians if necessary. This legal requirement was adopted to address concerns from employees that it was difficult to find available MPN physicians.

An MPN medical access assistant is a different position from the MPN contact and the claims examiner.

The medical access assistant is the individual or individuals designated by the employer in the employee notification materials that is responsible for responding to complaints, answering employees’ questions about the MPN, assisting the employee in arranging for an MPN independent medical review, and ensuring timely and appropriate medical treatment is provided through the MPN to the injured worker.

The Legislature has provided for an exclusive resolution process when an applicant disputes either the diagnosis or the treatment prescribed by the treating physician within the MPN network. This process may provide earlier resolution of treatment issues by not having to wait for a Qualified Medical Evaluator/Agreed Medical Evaluator opinion. This could reduce delays in medical care and move claims to conclusion sooner. The Labor Code allows an applicant to seek an opinion from another physician within the network. A third opinion also may be sought, and if that is not acceptable, one more medical opinion is allowed. The last opinion is performed by a physician called the independent medical reviewer, and is selected by the California Department of Workers’ Compensation Administrative Director.

Having an MPN in place allows for control of medical for the life of the claim, prompt and appropriate medical care; facilitates safe and prompt return-to-work and sustained employment; reduces delays encountered through the use of out-of-program physicians/providers; increases satisfaction with delivery of workers’ compensation benefits, and improves job satisfaction and overall morale. In so doing, the costs to the employer, direct and indirect, are lowered.

Advantages of the MPN for Employee:

- Prompt and appropriate medical care
- Reduces delays in care
- Easy access to medical care
- Provides access to Primary Care, Specialists, Emergency Services and Care Outside of the Area
- Provides for a Medical Access Assistant to help employees locate treaters
- Exclusive resolution process for disputes for diagnosis and treatment issues
- Up to three medical opinions from other physicians within network and one independent medical review selected by the administrative director
- Increased satisfaction of delivery of workers’ compensation benefits
- Continues to allow for predesignation of physician

Advantages of the MPN for Employer:

- Medical control for the life of the claim
- Reduction in both paid and total incurred costs of the claims, indemnity and expenses
- Manage return to work more efficiently
- Facilitates prompt return to work and sustained employment
- Reduces delays encountered by use of the out-of-program physicians and providers

The Athens MPN is an established network of providers that have already been approved by the Department of Workers’ Compensation. The County need only choose its preferred providers.

In summary, an MPN is a network of providers created to provide medical treatment to employees that sustain work place injuries. By participating in the Athens MPN, the County can provide employees quality medical care faster, and assist the employee to return to health and work. Having the MPN in place allows for the control of the medical treatment provided through the life of the claim, allows the employee to receive prompt and appropriate medical care, facilitates safe and prompt return to work and sustained employment, reduces delays in medical treatment, and increases satisfaction with the delivery of benefits. The MPN may provide the County savings realized in the both direct and indirect costs. Through this process, the County will:

- Identify the preferred providers in the program and designated facilities for Solano County
- Prepare and distribute information as required to employees and those currently being treated for workers' compensation injuries

ALTERNATIVES:

The Board of Supervisors may choose not to execute this contract amendment and not participate in the Athens MPN. However, this is not recommended as participating in the Athens MPN may provide the County savings in the treatment of workers' compensation injuries.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed the contract amendment to ensure it meets all of the legal and contractual requirements.

The Countywide Safety Health Board approved the participation in the Athens Administrators MPN for the duration of the contract that expires on June 30, 2020.

Notification of, and an opportunity to meet on, the proposed changes was provided to all bargaining unit representatives. Closing letters to all bargaining units were sent on October 30, 2018.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**SECOND AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and ATHENS ADMINISTRATORS, INC**

This Second Amendment ("Second Amendment") is entered into as of the 31 day of December, 2018, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Athens Administrators, Inc., ("Contractor").

1. Recitals

A. The parties entered into a contract dated July 1, 2015 (the "Contract"), in which Contractor agreed to provide third party workers' compensation claims administration and optional Adjusted Loss Adjustment Expenses including Medical Provider Network Services.

B. The County will add access to the Medical Provider Network Services provided by Contractor at \$2.50 per claim.

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

2. Agreement.

A. Budget.

Exhibit B-1 is deleted in its entirety and replaced with the attached Budget incorporated into this Second Amendment as Exhibit B-2 to include the \$2.50 per claim Allocated Loss Adjustment Expense for participation in the Athens Medical Provider Network.

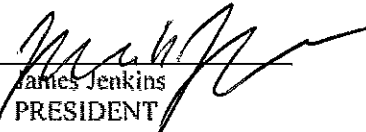
3. Effectiveness of Contract.

Except as set forth in this Second 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

ATHENS ADMINISTRATORS, INC

By _____
Birgitta E. Corsello
County Administrator

By 
James Jenkins
PRESIDENT

APPROVED AS TO FORM

By 
County Counsel

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

1. [Original Contract](#)
2. [First Amendment](#)



Solano County

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

Agenda Submittal

Agenda #:	19	Status:	Consent Calendar
Type:	Policy	Department:	Human Resources
File #:	18-881	Contact:	Marc Fox, 784-2552
Agenda date:	12/11/2018	Final Action:	
Title:	Adopt a new County administrative policy to implement the Personal Mail Policy		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Policy		

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

DEPARTMENTAL RECOMMENDATION:

The Director of Human Resources recommends that the Board of Supervisors adopt a new County administrative policy to implement the Personal Mail Policy.

SUMMARY:

The Department of General Services has developed the Personal Mail Policy which will better control the mail and parcels that are received and sent through the County's internal mail system. This policy will ensure proper and efficient use of County resources in performing the mail delivery services. The policy only allows mail or parcels related to County business to be sent or received through the County's internal mail system.

The adoption of the proposed policy is part of the County's commitment to provide efficient and timely services to the County and its departments.

FINANCIAL IMPACT:

Proper use of County resources ensures that unrelated costs are not passed on to the County departments each year.

DISCUSSION:

At a December 2017 mail services workshop put on by the Department of General Services ("Department"), a power-point slide stated to attendees that personal mail use is a privilege and should only be used in limited circumstances. The presentation conveyed that the mass mailings are not appropriate and that all outgoing mail should have adequate pre-paid postage. The Department suggested that employees should consider alternatives to using the County's mail system for personal mail and parcels. The County does not currently have a county-wide policy prohibiting the use of the internal mail system for personal purposes. However, there is such a directive within the Department of Health and Social Services.

The Auditor-Controller's Office conducted a review of personal mail use in January 2018. The review included interviews with Central Services staff and documentation provided by the Department. During the review, the Auditor-Controller's Office found that personal use of the internal mail system occurred at the County Administrative Center ("CAC"). For example, in July 2017, the Mail Service staff calculated that 148 personal parcels were either picked up or delivered to 42 CAC occupants. In January 2018, the Auditor-Controller's Office observed multiple incoming and outgoing personal parcels from departments in the CAC.

The personal mail and parcels delivered to and sent from employees' work locations create inefficiencies of County resources and staff. The efficiencies are particularly acute during the holiday season. As a result of the demands created by personal mail and parcels, the Department developed the Personal Mail Policy. The Personal Mail Policy prohibits personal mail and parcels from being sent or received through the internal mail system or a department's front counter.

ALTERNATIVES:

The Board of Supervisors may choose not to adopt the policy; however, staff does not recommend this alternative, as the proposed Personal Mail Policy will allow the Department of General Services to provide efficient and timely mail service to the County and its departments.

OTHER AGENCY INVOLVEMENT:

Human Resources provided notice of the Personal Mail Policy to all bargaining unit representatives. The Department of Human Resources and the Department of General Services met with representatives from Service Employees International Union (SEIU) Local 1021; no other union requested to meet.

The Department of General Services, the County Counsel's Office and the Department of Human Resources have reviewed the proposed Personal Mail Policy and concur on the provisions of the program.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

B-8 PERSONAL MAIL POLICY



Inception Date: 12/11/2018
Revision Date: NEW
By: General Services
Page: 1 of 1

8.1.0 PURPOSE

- 8.1.1 The Department of General Services and the Mail Room strive to provide efficient and timely services to the County and its Departments. In an effort to maximize its efficiency, County employees are not permitted to utilize the Mail Room resources for delivery of personal mail regardless of delivery method: USPS, FedEx, UPS, etc.
- 8.1.2 The Solano County Mail and Courier System is reserved exclusively for County business.

8.2.0 POLICY

- 8.2.1 County employees and equipment resources are for the exclusive use of mail associated with County business. Non-County related items and/or personal items are not to be sent through the County Mail System for distribution within or outside of the County. Employees should reasonably expect that personal mail/parcels received through the County Mail System will not be delivered to the employee. Additionally, employees should reasonably expect that personal mail/parcels being delivered to a work site (i.e., not through the County Mail System) will not be accepted.
- 8.2.2 No personal mail and/or parcels will be sent out by the Mail Room for outgoing mail.



Solano County

675 Texas Street
Fairfield, California 94533
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Agenda Submittal

Agenda #:	20	Status:	Consent Calendar
Type:	Contract	Department:	Assessor/Recorder
File #:	18-858	Contact:	Marc Tonnesen, 784-6210
Agenda date:	12/11/2018	Final Action:	
Title:	Approve a 3 year contract with Harold W. Bertholf, Inc. to provide mineral appraisal services, for a cost not to exceed \$490,920, effective January 1, 2019 to December 31, 2021; and Authorize the County Administrator to execute the contract and any subsequent amendments that do not increase the cost of the contract		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contract, B - Fiscal Year Impact		

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 3 year contract with Harold W. Bertholf, Inc. to provide mineral appraisal services, for a cost not to exceed \$490,920, effective January 1, 2019 to December 31, 2021; and Authorize the County Administrator to execute the contract and any subsequent amendments that do not increase the cost of the contract.

SUMMARY:

The County of Solano has approximately 155 mineral properties on its tax roll with total assessed values of approximately \$57 million. These properties must be appraised each year. Appraisal of mineral properties requires specialized training and skills. Larger counties usually have a geologist - appraiser on staff to perform this task; however, the small number of mineral properties in the county does not warrant a full-time staff for this specialized work. Contracting the appraisal has proven to be the most cost-effective method. Harold W. Bertholf, Inc. is an extremely well-qualified firm that has provided this specialized service to Solano County for the last 11 years, as well as several California counties for many years.

FINANCIAL IMPACT:

The proposed three-year agreement calls for a base compensation of \$111,600 for the first calendar year, \$113,820 for the second and \$116,100 for the third year for regular tax roll services or \$341,520 total over the term of the contract. Additional fees for supplemental assessment roll services will be billed at \$240 per hour for the first year calendar year, \$245 for the second year and \$250 per hour for the third year at up to 60 hours each year, not to exceed \$44,100 total over the life of the contract. Time expended beyond the 60 hours allowed per year for appraisal defense included in the base compensation will be billed at \$330 per hour for the first year calendar year, \$340 for the second year and \$350 per hour for the third year, not to exceed \$61,200

total over the term of the contract.

Additional valuation services other than cited above may be requested to be billed at \$240 per hour for the first year calendar year, \$245 for the second year and \$250 per hour for the third year at up to 60 hours each year, not to exceed \$44,100 total over the life of the contract. The maximum cost of this contract is \$490,920.

Refer to Attachment B for cost by fiscal year. The Department's FY2018/19 budget includes appropriations of \$80,100 for costs associated with this contract. The cost to the General Fund is estimated at 63%; the balance is primarily reimbursed through property tax administration fees. The Department's succeeding fiscal years requested budgets will include appropriations for the firm's services as outlined in Attachment B.

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

DISCUSSION:

Mineral rights valuation is a highly specialized field requiring an expert understanding of geology, specific knowledge and experience with gas and minerals extraction, and expertise and experience as an appraiser for California property tax assessment purposes. Recruiting in house would be difficult because the candidate pool is small and retention could prove difficult because the private sector offers pay and incentives that the County cannot match.

In November 2006, a Request for Proposal (RFP) was issued for mineral appraisal services and a three-year contract was subsequently awarded to another bidder based on cost; however the contractor terminated the contract on January 9, 2008 after only one year. Harold W. Bertholf, Inc. was the only other qualified bidder during that competitive bid process and was awarded the successor contract. The RFP prior to 2006 had only two bidders with one being Bertholf, the other was the prior contractor.

The Department recommends a three-year renewal of the current contract with Harold W. Bertholf, Inc. Since assuming the contract, the company has provided Solano County excellent mineral rights valuation services, consistently producing well documented, accurate and timely appraisals. Furthermore, Bertholf is the only company that currently provides mineral rights appraisal services to California counties that outsource these services. The company has earned a good reputation for its work with other California counties.

The proposed contract is exempt from the competitive bid process under Section 1.1.11 of the County Purchasing Policy for expert and professional services. In accordance with the County purchasing policies, the following information is provided to justify Harold W. Bertholf, Inc. as an expert:

- a) Mineral services appraisal is a very specialized field with a very limited number of companies providing this service. Harold W. Bertholf, Inc. remains the only company that provides mineral appraisals in California and has been operating for over 40 years.
- b) Harold Bertholf, Inc. provides trusted appraisals and assessments of oil, gas, and mineral producing properties for a number of California counties, including but not limited to Kern County, King County, Santa Barbara, Sonoma County, and Sacramento County.

ALTERNATIVES:

The Board could choose not to approve this agreement and require the Assessor/Recorder to hire a geologist appraiser on staff. This alternative is not recommended because it would result in a loss in quality of the mineral rights assessments. It also does not guarantee a successful recruitment due to the limited availability

of qualified geologist appraisers.

OTHER AGENCY INVOLVEMENT:

County Counsel and Department of Human Resources - Risk Management reviewed and approved the attached contract as to form. The Department of General Services Central Services concur with the recommendation.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



**County of Solano
Standard Contract**

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

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

Harold W. Bertholf, Inc.

CONTRACTOR'S NAME

2. The Term of this Contract is:
January 1, 2019 through December 31, 2021

3. The maximum amount of this Contract is:

\$490,920.00

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



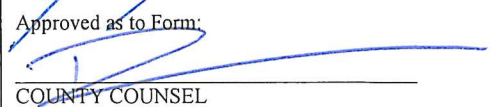
Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on December __, 2018.

CONTRACTOR	COUNTY OF SOLANO
Harold W. Bertholf, Inc. CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
 SIGNATURE	County Administrator TITLE
RUSSELL B BERTHOLF PRESIDENT PRINTED NAME AND TITLE	675 Texas Street, Suite 2700 ADDRESS
1601 Executive Court, Suite 1 ADDRESS	Fairfield CA 94533 CITY STATE ZIP CODE
Sacramento CA 95864 CITY STATE ZIP CODE	Approved as to Content:  DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:  COUNTY COUNSEL

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

I. Regular Roll Services, which include:

- A. Contractor shall provide to County through the Office of the Solano County Assessor/Recorder ("Assessor"), a list of all oil and gas wells, and status of same, located in Solano County not officially certified by the California Division of Oil and Gas as abandoned on January 1, 2019, 2020 and 2021 or other lien date established by statute or as mandated by the California State Board of Equalization ("BOE").
- B. Contractor shall review, list, and update as necessary the assessor's parcel number ("APN") for each oil and gas well, and Syar's Rock Quarry ("Quarry") and provide this list to Assessor.
- C. For each oil and gas well not already plotted on the APNs, Contractor shall provide Assessor with the coordinates of the surveyed location of these oil and gas wells. Contractor will also provide Assessor with the coordinates of the Quarry.
- D. Contractor shall provide Assessor the mailing address and a complete reporting package for each owner of an oil or natural gas well and Quarry identified pursuant to paragraphs A, B and/or C above.
- E. Contractor shall appraise each oil or gas well, and Quarry, and related facilities located in Solano County according to its fair market value according to industry and BOE accepted techniques. Contractor shall, as part of the appraisal procedure, independently and thoroughly review each well or Quarry's reserves, production capabilities, operating cost, gas contract terms, and other pertinent data relevant to such an appraisal.
- F. Contractor shall annually appraise each oil and gas well in Solano County according to Rule 468 of the BOE.
- G. Contractor shall annually appraise the Quarry according to Rule 469 of the BOE.
- H. On or before June 15, 2019, 2020 and 2021, Contractor shall submit to Assessor the taxable values of the Quarry and all oil and gas wells in Solano County as of January 1st of that year.

II. Supplemental Roll Services, which include:

- A. Contractor shall provide to Assessor (for supplemental assessment purposes) the market value of Quarry, oil and gas wells, and their facilities, which are newly constructed, or have changed ownership, not more than ninety (90) days after receiving a full and complete report from taxpayer on such construction or change in ownership.

- B. Contractor shall notify Assessor of any newly completed construction or construction in progress not previously known by Assessor in order for proper notice and information request letters to be sent to the taxpayer or the taxpayer's agent.

III. General Duties applicable to Regular and Supplemental Roll Services:

- A. Contractor shall maintain complete appraisal files for Assessor. The appraisal files shall include all basic data collected, including, but not limited to, notes, worksheets, maps, graphs, calculations, etc. used in calculating reserves and values. Such material shall be the exclusive property of County, returned to Assessor at termination of the Contract and a copy of which provided to Assessor at any time during the term of the Contract, as requested by Assessor.
- B. If at any time during the term of the Contract, a controversy or question arises over the appraisals made by Contractor under this Contract, Contractor shall provide a total of (60) hours per contract year in defense of any appraisal sampled by the BOE; or in defense of taxable values challenged by a taxpayer before the local board of equalization (Solano County Assessment Appeals Board); or to consult and assist the Assessor on matters of valuation.
- C. Whenever requested, and at no additional cost to County, Contractor will represent County at Petroleum Advisory Subcommittee meetings and provide written reports on such meetings to Assessor.
- D. Contractor shall inform County of all existing financial interests in any mineral interests in Solano County, and will furnish a Statement of Economic Interest as required by State law, and shall notify County of any later-acquired interests immediately upon acquisition of such interests.
- E. All well data collected and reviewed pursuant to the Contract is understood to be confidential and will be made available only to those persons who have obtained express written authorization from Assessor. Contractor shall comply with the provisions of Section 408 of the California Revenue and Taxation Code.
- F. Assessor designates Contractor for the sole purpose of collecting all necessary data to accomplish the purposes of the Contract, and shall allow Contractor access to all present and past records maintained by Assessor relating to appraisal of Quarry and all oil and gas wells located in Solano County.
- G. In the event Contractor is refused access to pertinent mineral data by the taxpayer and legal action is necessary, or counsel is needed for equalization hearings, or questions of law arise regarding such tax matters, Contractor shall notify County immediately. County shall, in its sole discretion, determine the appropriate course of action to obtain the pertinent mineral data, up to and including any necessary legal action.

IV. Other Mineral Appraisal Services. If mutually agreed-upon by the parties, County may request Contractor to provide mineral appraisal services other than those identified in Sections I and II above.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

A. COMPENSATION

1. County shall pay Contractor \$9,300 per month (or fraction thereof) for the first calendar year of this contract, \$9,485 per month for the second year and \$9,675 per month for the third year, not to exceed \$341,520 for the term of this Contract for Regular Roll Services rendered pursuant to this Contract.
2. County shall pay Contractor for Supplemental Roll Services rendered under this Contract, not to exceed 60 hours annually, \$240.00 per hour for the first calendar year of this Contract, \$245.00 per hour for the second year and \$250.00 per hour for the third year. Total amount paid to Contractor for these services shall not exceed \$44,100 over the term of the Contract.
3. County shall pay Contractor for time expended beyond the 60 hours per contract year described in Section III.B. of Exhibit A, \$330.00 per hour for the first calendar year of this Contract, \$340.00 per hour for the second year, and \$350.00 per hour for the third year, not to exceed \$61,200 for the term of this Contract.
4. County shall pay Contractor for services provided by Contractor as described in Section IV of Exhibit A, \$240.00 per hour, not to exceed 60 hours annually, for the first calendar year of this Contract, \$245.00 per hour for the second year and \$250.00 per hour for the third year. Total amount paid to Contractor shall not exceed \$44,100 over the term of the Contract.
5. Contractor will not charge County for performing Supplemental Assessments Services on abandoned wells.
6. No additional charges for mileage, postage, telephone, clerical assistance, or other miscellaneous expenses may be claimed by or paid to Contractor under this Contract. There will be no other fees levied by Contractor in performing any of the duties prescribed by this Contract.

B. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred during the prior month, up to the maximum amount provided for in the County's Standard Contract and as set forth in Section A [Compensation] above. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

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

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

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

2. TIME

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

3. TIME OF PERFORMANCE

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

4. TERMINATION

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

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

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

5. SIGNATURE AUTHORITY

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

6. REPRESENTATIONS

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

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

7. INSURANCE

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

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

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

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

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

D. Additional Insurance Coverage

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

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

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

F. Deductibles and Self-Insured Retentions

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

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

G. Other Insurance Provisions

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

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

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers,

officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

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

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

8. BEST EFFORTS

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

9. DEFAULT

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

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

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

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

10. INDEMNIFICATION

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

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

11. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAW

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

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

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

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

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

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

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

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may

inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

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

(1) Cancel this Contract; or,

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

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

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

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

33. PRICING

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

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

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

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

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

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

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

36. EXECUTION IN COUNTERPARTS

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

37. LOCAL EMPLOYMENT POLICY

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

agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. INSURANCE

The following terms shall apply instead of those in Exhibit C, Section 7(D) of the Standard Contract:

Contractor must maintain the following insurance coverage:

- (1) Professional Liability: **\$1,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

2. APPRAISER'S CERTIFICATION

In accordance with Article 8, Chapter 3 of Part 2 Division 1, Section 670 of the Revenue and Taxation Code, Contractor shall hold a current Appraiser's Certificate issued by the State Board of Equalization.

3. CONFIDENTIALITY OF ASSESSOR RECORDS

Contractor warrants that Contractor is knowledgeable of Revenue and Taxation Code section 408 respecting confidentiality of records. County and Contractor shall maintain the confidentiality property tax information as required by law.

Harold W. Bertholf, Inc. Contract Fiscal Year Impact

Fiscal Year	Base Services	Supplemental Roll Services (not to exceed)	Appraisal Defense (not to exceed)	Additional Services (not to exceed)	Total (not to exceed per fiscal year)
FY2018/19	\$ 55,800	\$ 7,200	\$ 9,900	\$ 7,200	\$ 80,100
FY2019/20	\$ 112,710	\$ 14,550	\$ 20,100	\$ 14,550	\$ 161,910
FY2020/21	\$ 114,960	\$ 14,850	\$ 20,700	\$ 14,850	\$ 165,360
FY2021/22	\$ 58,050	\$ 7,500	\$ 10,500	\$ 7,500	\$ 83,550
Total	\$ 341,520	\$ 44,100	\$ 61,200	\$ 44,100	\$ 490,920



Solano County

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

Agenda Submittal

Agenda #:	21	Status:	Consent Calendar
Type:	Resolution	Department:	General Services
File #:	18-839	Contact:	Megan Greve, 784-7900
Agenda date:	12/11/2018	Final Action:	
Title:	Adopt a resolution and plaque of appreciation honoring David M. Bastian, Fleet Manager, upon his retirement from the Department of General Services with 28 years of public service in two California Counties, including 21 years of dedicated service to Solano County		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Department of General Services recommends that the Board of Supervisors adopt a resolution and plaque of appreciation honoring David M. Bastian, Fleet Manager, upon his retirement from the Department of General Services with 28 years of public service in two California Counties, including 21 years of dedicated service to Solano County.

SUMMARY/DISCUSSION:

David (Dave) M. Bastian began his Solano County career in January 1997 as a Fleet Manager in the Department of General Services, Fleet Management Division. Prior to working for Solano County, Mr. Bastian worked for the Department of Transportation, Road Maintenance Division in Nevada County for seven years. Mr. Bastian administered a comprehensive vehicle and equipment maintenance and replacement program focusing on safety, effective asset management coupled with excellent customer service.

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 to not approve the resolution and plaque of appreciation. This alternative is not recommended because Mr. Bastian's service to Solano County is worthy of recognition and provides a positive example for others.

OTHER AGENCY INVOLVEMENT:

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

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2018 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING DAVID M. BASTIAN, FLEET MANAGER UPON HIS RETIREMENT FROM THE DEPARTMENT OF GENERAL SERVICES WITH 28 YEARS OF PUBLIC SERVICE IN TWO CALIFORNIA COUNTIES, INCLUDING 21 YEARS OF DEDICATED SERVICE TO SOLANO COUNTY

WHEREAS, David (Dave) M. Bastian began his 28-year career in public service in 1990 working for the Department of Transportation, Road Maintenance Division in Nevada County prior to coming to work for Solano County; and

WHEREAS, Mr. Bastian started work with Solano County on January 26, 1997 as Fleet Manager; and

WHEREAS, Mr. Bastian administered a comprehensive vehicle and equipment maintenance and replacement program focusing on safety, effective asset management coupled with excellent customer service; and

WHEREAS, previous to working in the public-sector, Mr. Bastian had five years' experience in the private sector as Service and Parts Manager at a local dealership in Vallejo; and

WHEREAS, Mr. Bastian obtained his Bachelor of Arts and Master of Public Administration degrees while employed with Solano County; and

WHEREAS, Mr. Bastian is planning on spending time in retirement on hobbies that include playing golf, remodeling houses, and traveling to locations further away than Stockton.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby recognizes David M. Bastian for his 28 years of dedicated public service and wishes him success in his future endeavors and a long, happy, and well-deserved retirement.

Dated this 11th day of December, 2018

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	22	Status:	Consent Calendar
Type:	Resolution	Department:	Board of Supervisors
File #:	18-883	Contact:	Matthew Davis/Michelle Heppner, 784-6111
Agenda date:	12/11/2018	Final Action:	
Title:	Adopt a resolution and plaque of appreciation honoring Ira J. Rosenthal, Chief Information Officer/Registrar of Voters, upon his retirement from the Solano County Department of Information Technology with 16 years of public service, including 15 years of dedicated service to Solano County		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

The County Administrator recommends that the Board of Supervisors adopt a resolution and plaque of appreciation honoring Ira J. Rosenthal, Chief Information Officer/Registrar of Voters, upon his retirement from the Solano County Department of Information Technology with 16 years of public service, including 15 years of dedicated service to Solano County.

SUMMARY/ DISCUSSION:

Ira Rosenthal began his public service career in 2002 as the Director of Enterprise Application Services for the City and County of Denver, Colorado. Mr. Rosenthal was responsible for all production, support and development initiatives involving Denver's use of its PeopleSoft and financial applications. He also managed a staff of developers, analysts, database administrators, helpdesk, network and operating administrators. Mr. Rosenthal served in that capacity until 2003 when he accepted the Chief Information Officer/Registrar of Voters position with Solano County.

As the Chief Information Officer, Mr. Rosenthal has played a leading role in helping the County integrate a series of new technologies, including voice over Internet protocol (VOIP), social media platforms, mobile applications and cloud computing solutions, just to name a few. He manages a team of employees responsible for providing helpdesk solutions, including the completion of more than 13,500 annual service tickets, all while maintaining a County network of 4,700 computers, 4,251 telephone lines, 800 printers, 540 servers, 420 tablets and 165 terabytes of County information and data, including the County's website, SolanoCounty.com.

In January 2006 Mr. Rosenthal was selected to participate in the County Administrator's Performance Improvement Committee (PIC). Comprised of a handful of department heads, the PIC is designed as a

cross-departmental approach to implement Solano County's strategic planning goal of increasing organizational effectiveness, efficiency and communication. Over the past 12 years, Mr. Rosenthal has played a key role in providing solutions that have supported County capital improvement projects, policy development and County operations.

As the Registrar of Voters, Mr. Rosenthal oversees six election dates every two-years, including federal, state and local elections, school elections and special elections, as mandated by law. During his tenure, Mr. Rosenthal has prioritized strategic community outreach efforts, including working with local community groups to provide educational materials on registering to vote and increasing access to alternate language materials. This has resulted in a 20 percent overall increase in registered voters, with minimal operational expenses.

Mr. Rosenthal will retire from Solano County on December 2 , 2018 after serving the Solano County community for more than 15 years. During his tenure, Mr. Rosenthal has consistently demonstrated an ability to provide the vision and direction necessary to develop, implement and support computing and communication technologies that support all County departments in automating and improving the delivery of programs and services to the public.

FINANCIAL IMPACT:

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

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

There is no other agency involvement.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2018-

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING IRA J. ROSENTHAL, CHIEF INFORMATION OFFICER/REGISTRAR OF VOTERS, UPON HIS RETIREMENT FROM THE DEPARTMENT OF INFORMATION TECHNOLOGY WITH 16 YEARS OF PUBLIC SERVICE, INCLUDING 15 YEARS OF DEDICATED SERVICE TO SOLANO COUNTY

WHEREAS, Ira J. Rosenthal began his 16 year career in public service in September 2002 as the Director of Enterprise Application Services for the City and County of Denver, Colorado where he was responsible for the production, support and development of the County's PeopleSoft and financial applications, all while managing a staff of developers, analysts, database administrators, helpdesk, network and operating administrators; and

WHEREAS, Mr. Rosenthal served in that capacity with the City and County of Denver, Colorado until accepting his current position as the Chief Information Officer/Registrar of Voters for Solano County in November 2003; and

WHEREAS, during his tenure as the Chief Information Officer, Mr. Rosenthal has played a leading role in helping Solano County integrate a series of new technologies, including voice over Internet protocol (VOIP), social media platforms, mobile applications and cloud computing solutions, just to name a few; and

WHEREAS, Mr. Rosenthal has successfully managed a team of employees responsible for providing service-based technology solutions to County departments, including the completion of more than 13,500 annual service tickets, all while maintaining a County network of 4,700 computers, 4,251 telephone lines, 800 printers, 540 servers, 420 tablets and 165 terabytes of County information and data, including the County's website, SolanoCounty.com; and

WHEREAS, in January 2006, Mr. Rosenthal was selected to participate in the County Administrator's Performance Improvement Committee, a cross-departmental approach to implement Solano County's strategic planning goal of increasing organizational effectiveness, efficiency and communication, where he played a key role in providing solutions that supported County capital improvement projects, policy development and County operations; and

WHEREAS, during his tenure as the Registrar of Voters, Mr. Rosenthal has overseen six election dates every two-years, including federal, state and local elections, school elections and special elections, as mandated by law; and

WHEREAS, Mr. Rosenthal has prioritized strategic community outreach efforts, including working with local community groups to provide educational materials on registering to vote and increasing access to alternate language materials, resulting in a 20 percent overall increase in registered voters, all with minimal operational expenses; and

WHEREAS, by focusing on effective technology and asset management, coupled with excellent customer service, Mr. Rosenthal has instilled a culture within the Department of Information Technology and Registrar of Voters that blends continuous improvement with collaboration and team-building to deliver value-added services to all County Departments; and

WHEREAS, Mr. Rosenthal has earned the admiration and respect of those who have had the privilege of working with him over the course of his 16 years in public service.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby recognizes Ira J. Rosenthal for his 16 years of dedicated public service and wishes him success in his future endeavors and a long, happy, and well-deserved retirement.

Dated this 11th day of December, 2018

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

675 Texas Street
Fairfield, California 94533
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Agenda Submittal

Agenda #:	23	Status:	Consent Calendar
Type:	Resolution	Department:	Information Technology - Registrar of Voters
File #:	18-875	Contact:	Ira Rosenthal, 784-2703
Agenda date:	12/11/2018	Final Action:	
Title:	Adopt a resolution and plaque of appreciation honoring Gerri Johnston, Information Technology Analyst II, upon her retirement from the Solano County Department of Information Technology with over 32 years of dedicated public service to Solano County		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Information Technology recommends the Board of Supervisors adopt a resolution and plaque of appreciation honoring Gerri Johnston, Information Technology Analyst II, upon her retirement from the Solano County Department of Information Technology with over 32 years of dedicated public service to Solano County.

SUMMARY/DISCUSSION:

Gerri Johnston started her career with the County of Solano as a Booking Clerk with the Sheriff's Office on February 10, 1986. She was reclassified to Sheriff's Services Technician on December 20, 1996 and became a critical asset for the implementation of Sheriff's Office Inmate Management System (IMS) in November 1999. She became an IMS System Administrator and incrementally took on more technical aspects of Sheriff's Custody support.

Gerri was promoted to Information Technology Specialist II within the Department of Information Technology on January 6, 2003 and was further promoted to Senior Information Technology Specialist on July 5, 2015. Gerri proactively stepped into the role of ensuring cross-system data integrity and quality; working closely with Sheriff's Custody, Cal-ID, and Cal-DOJ to reduce County risk. She tirelessly championed standardized fingerprint data entry training and helped to develop processes for improving data quality. Her increased responsibilities led to her being reclassified to Information Analyst II on December 17, 2017.

Over the course of over three decades, Gerri was a highly respected and valued member of the Sheriff's Office and the Department of Information Technology. Her last day of service is December 15, 2018, and she will be greatly missed by her friends and coworkers.

FINANCIAL IMPACT:

The cost of providing this resolution is included in the County's FY2017/18 Adopted Budget. There is no additional impact to the General Fund.

ALTERNATIVES:

The Board could choose not to adopt this resolution. This is not recommended as this is an opportunity to recognize Gerri Johnston's dedication and contributions to Solano County.

OTHER AGENCY INVOLVEMENT:

There is no other agency involvement.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2018 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING GERRI JOHNSTON, INFORMATION TECHNOLOGY ANALYST II UPON HER RETIREMENT FROM THE DEPARTMENT OF INFORMATION TECHNOLOGY WITH OVER 32 YEARS OF DEDICATED SERVICE TO SOLANO COUNTY

WHEREAS, Gerri Johnston began her career with the County of Solano as a Booking Clerk with the Sheriff's Office on February 10, 1986, and was reclassified to Sheriff's Services Technician (SST) on December 20, 1996; and

WHEREAS, Gerri Johnston was a critical asset for the Sheriff's Office Inmate Management System (IMS) Go-Live in November 1999, became an IMS System Administrator, and incrementally took on more technical aspects of Sheriff's Custody support; and

WHEREAS, Gerri Johnston was promoted to Information Technology Specialist II within the Department of Information Technology on January 6, 2003, and was further promoted to Senior Information Technology Specialist on July 5, 2015; and

WHEREAS, Gerri Johnston proactively stepped into the role of ensuring cross-system data integrity and quality: working closely with Sheriff's Custody, Cal-ID, and Cal DOJ to reduce County risk. She tirelessly championed standardized fingerprint data entry training and helped to develop processes for improving data quality. Her increased responsibilities led to her being reclassified to Information Analyst II on December 17, 2017; and

WHEREAS, Gerri Johnston was a highly respected and valued member of the Sheriff's Office and the Department of Information Technology. Her last day of service was December 15, 2018, and she will be greatly missed by her friends and coworkers.

NOW, THEREFORE BE IT RESOLVED that the Solano County Board of Supervisors hereby honors and recognizes Gerri Johnston for over 32 years of dedicated service to the citizens of Solano County, and wishes her success in her future endeavors and a long, happy and well-deserved retirement.

Dated this 11th day of December, 2018

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	24	Status:	Consent Calendar
Type:	Contract	Department:	Information Technology - Registrar of Voters
File #:	18-842	Contact:	Ira Rosenthal, 784-2703
Agenda date:	12/11/2018	Final Action:	
Title:	Approve an amendment to the Information Technology Service Agreement (ITSA) with Avenu Insights & Analytics Inc. for \$6,190,686 for the term of January 1, 2019 through December 31, 2019; Authorize the Chief Information Officer (CIO) to execute the agreement and to negotiate and execute change orders with Avenu, not to exceed 10% of the contract amount and within departmental appropriations for IT contract services		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Amendment		

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 Information Technology recommends that the Board:

- 1) Approve an amendment to the Information Technology Service Agreement (ITSA) with Avenu Insights & Analytics Inc. for \$6,190,686 for the term of January 1, 2019 through December 31, 2019; and,
- 2) Authorize the Chief Information Officer (CIO) to execute the agreement and to negotiate and execute change orders with Avenu, not to exceed 10% of the contract amount and within departmental appropriations for IT contract services.

SUMMARY:

The information technology support services contract the County has with Conduent Inc. expires on December 31, 2018. Conduent recently sold its IT outsourcing business to Avenu Insights & Analytics Inc. The County issued a Request for Proposal (RFP) for IT services but Avenu was not able to fully participate in the process due to the status of the sale transaction with Conduent. Additionally, the RFP process yielded only three bidders. In the best interests of the RFP process, and in the interest of providing more choice for the County, the Department suspended the process with the intent of re-issuing the RFP in the new calendar year. Since the current agreement has been assigned to Avenu but expires on December 31, 2018, the Department recommends that the Board approve a 1 year contract extension.

FINANCIAL IMPACT:

The cost of a 12-month extension of the ITSA with Avenu is \$6,190,686. The contract's cost from January 1,

2019 through June 30, 2019 is \$3,049,599 and is included in the Department's budget appropriation for FY2018/19. The cost of extending the ITSA from July 1, 2019 to December 31, 2019 is \$3,141,087 and will be included in the requested budget for FY2019/20. These amounts include base services and current, active work orders that were previously approved this year. These amounts are consistent with previous contract amendments and include a COLA as outlined in provisions of the ITSA.

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

DISCUSSION:

The County's Information Technology Services Agreement (ITSA) with Conduent Inc. expires on December 31, 2018. The Department issued a Request for Proposal to the IT services marketplace on August 22, 2018. Over 2,000 vendors received notification of the RFP through Public Purchase and over 270 vendors downloaded the RFP documents that were posted to the Public Purchase website. Department staff conducted a pre-proposal bidders conference on September 4, 2018 and nine vendors submitted "Intent to Propose" letters by the September 7th deadline. Proposals were due September 27th.

Although 270 vendors downloaded the RFP documents and nine submitted an intent to propose, only three vendors submitted proposals. In addition, during the RFP process, Conduent was in negotiations to sell its IT services and software business to Avenu Insights & Analytics Inc (which includes services provided under the current agreement). Due to the timing of the sale and the pending RFP, Conduent submitted its proposal on the September 27th deadline and closed the sale of the business to Avenu on September 29th. Subsequent to the sale, the County's agreement with Conduent has been assigned to Avenu. Although the sale was in process for many weeks, Avenu did not participate in formulating the proposal that was submitted by Conduent and it is doubtful that Conduent would now be positioned to fulfill the work outlined in its proposal.

Given the situation with the incumbent service provider, the limited response received from other potential providers, and with concurrence from the County Administrator and County Counsel's Office, the Department suspended the process and withdrew the RFP with the intent to re-issue it as soon as practical.

Given the length of time required by the RFP process, the time required for potential provider transition and the impending retirement of the CIO the Department is recommending that restarting the process wait until the new CIO is in place to manage the process, be involved in the vendor selection, and direct any necessary transition activities.

So that there is not a disruption of service to customers, the Department recommends that the County extend its current ITSA with Avenu for one year.

ALTERNATIVES:

The Board could choose to not approve a 1 year renewal of the ITSA with Avenue, however this is not recommended. The current ITSA expires December 31st and not renewing it would cause disruption to IT service delivery.

The Board could choose to approve an extension to the ITSA for less than one year, however, that is not recommended. Department staff have developed a timeline for restarting the RFP process and estimates that the procurement process would take approximately six months. If the result of the RFP process awards the work to a new provider, an additional six months would be required to affect an orderly transition of services. Additionally, provisions of the ITSA allow the County to off-ramp work or otherwise reduce contractor staffing with only thirty days' notice.

OTHER AGENCY INVOLVEMENT:

The County Administrator's Office and County Counsel's Office have been involved in the decision to suspend the RFP process and renew the ITSA with Avenu for one year. County Counsel's Office has also been involved in the negotiation of ITSA Amendment 10.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Information Technology Services Agreement

Amendment 10

County of Solano

Avenu Insights & Analytics Inc.

This tenth amendment ("Amendment No. 10") to the Information Technology Services Agreement dated June 12, 2006 ("Agreement") is made on December 31, 2018 ("Amendment Effective Date"), by and between the County of Solano, California, ("County") and Avenu Insights & Analytics Inc. ("Avenu" or "Provider"). The County and Avenu (each individually a "Party" and collectively "the Parties") agree as follows:

Throughout this Amendment No. 10, wherever language is underlined it is added, and wherever language is ~~crossed-out~~ it is deleted.

1. Section 9.1.4 of the Agreement is deleted and replaced with:

9.1.4 Extended Term

Notwithstanding the expiration of the last Renewal Term pursuant to Sections 9.1.1 and 9.1.2, the Parties agree to extend the term of this Agreement from the Effective Date until December 31, 2019 ("Extension Term").

County shall have the right to extend the Extension Term for up to twelve (12) successive renewal periods of one (1) month (each an "Extension Term") by providing written notice to Provider in accordance with the terms of Section 19.6 Notices at least thirty (30) days before the end of the Extension Term.

2. Schedule 3, Fees, and Appendix 3A of Schedule 3 shall be replaced with the pricing for the Extension Term of January 1, 2019 through December 31, 2019 which is provided in the attached Exhibit A to this Amendment. Should a vacancy occur in one of the identified FTE positions, Contractor agrees that it will only bill 50% for that vacant position for the first full month the position is vacant ("Vacancy Offset"). Should the position remain vacant beyond 30 calendar days, Contractor is not entitled to bill any Vacancy Offset until the position is filled. If a vacant position is filled at any point within a calendar month, Contractor may bill for that pro rata share of the Baseline Quantity that is actually staffed with a qualified FTE. Contractor agrees to provide County with notice of any vacancy within one business day that the vacancy occurs.

In the event the Extension Term continues beyond December 31, 2019, the County and Provider will mutually agree on pricing.

3. Schedule 4, Fee Reductions, shall be deleted and replace with:

Services will be provided subject to (i) availability of resources at any particular time during the Term. The County acknowledges that Avenu is providing a set level of effort based on defined Avenu personnel resources; (ii) the priorities and direction provided by the County; and (iii) the availability of program funding. Any changes in scope, direction or budget that limit or impair Avenu's ability to provide some or all of the Services will result in a reduction in the level of Services.

4. Schedule 2A (Cross Functional Services SOW for Solano County) dated March 14, 2006, and updated on June 07, 2006, is deleted and replaced with the revised Schedule 2A (Modified Cross Functional Services SOW for Solano County) updated December 31, 2018, attached to this Amendment as Exhibit B and made part of the Agreement.

5. Schedule 2D (Data Network Services SOW for Solano County) dated March 14, 2006, and updated on June 06, 2006, is deleted and replaced with the revised Schedule 2D (Data Network Services SOW for Solano County) updated December 31, 2018, attached to this Amendment as Exhibit C and made part of the Agreement.

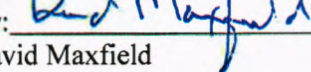
6. All other terms and conditions set forth in the Agreement, as previously amended, and as amended by this Amendment No. 10, shall remain unchanged and in full effect.

IN WITNESS WHEREOF, County and Provider have caused this Amendment No. 10 to be signed by their duly authorized officers, on the Amendment Effective Date.

County:
County of Solano

Provider:
Avenu State & Local

By: _____

By: 
David Maxfield

Title: _____

Title: CIO & CTO

APPROVED AS TO FORM

By: 
County Counsel

Contract Amendment 10
Exhibit A-1

Pricing for the Extension Term of January 1, 2019 through December 31, 2019.

SUMMARY: Extension Term 1/1/19 - 12 /31/19	
Service Recipient:	Solano County
11/1/2018	
Vendor Name:	Avenu State and Local

RECURRING / ONGOING COSTS				
Category	Service / Description	Jan 2019 - June 2019	July 2019 - Dec 2019	Total
Base Service	Data Center Services	\$236,399	\$243,491	\$479,890
Base Service	Desktop Support Services	\$869,319	\$895,398	\$1,764,717
Base Service	Data Network Services	\$845,479	\$870,843	\$1,716,322
Base Service	GIS Services	\$299,487	\$308,472	\$607,960
Base Service	Help Desk Services	\$184,458	\$189,991	\$374,449
Base Service	Application Services	\$614,457	\$632,890	\$1,247,347
ANNUAL SERVICE FEES		\$3,049,599	\$3,141,087	\$6,190,686

Contract Amendment 10
Exhibit A-2

Avenu Provided Staff				01/2019 - 06/2019	07/2019 - 12/2019
Resource Category	Unit of Measure	Baseline Quantity	Monthly Unit Cost	Monthly Total	Monthly Total
Data Center Services					
Management Services	FTE	1	\$ 15,144	\$ 15,144	\$ 15,599
Computer Operator Supervisor	FTE	1	\$ 7,812	\$ 7,812	\$ 8,046
Computer Lead Operator	FTE	1	\$ 7,812	\$ 7,812	\$ 8,046
Computer Lead Operator	FTE	0	\$ 7,812	\$ -	\$ -
Computer Sr Operator	FTE	1	\$ 8,632	\$ 8,632	\$ 8,891
Data Center Services Fees		MONTHLY		\$ 39,400	\$ 40,582
Desktop Support Services					
Management Services	FTE	0.5	\$ 12,935	\$ 6,468	\$ 6,662
Desktop Support Supervisor	FTE	1	\$ 8,784	\$ 8,784	\$ 9,047
System Senior Lead	FTE	1	\$ 8,784	\$ 8,784	\$ 9,047
System Senior Technician	FTE	12	\$ 8,784	\$ 105,404	\$ 108,566
Prod Control Sr. Analyst	FTE	1	\$ 7,724	\$ 7,724	\$ 7,955
Prod Control Analyst	FTE	1	\$ 7,724	\$ 7,724	\$ 7,955
Desktop Support Services Fees		MONTHLY		\$ 144,886	\$ 149,233
Network Services					
Network Supervisor	FTE	1	\$ 16,280	\$ 16,280	\$ 16,768
Security Administration	FTE	1	\$ 15,750	\$ 15,750	\$ 16,223
Network Lead Admin.	FTE	1	\$ 13,024	\$ 13,024	\$ 13,415
Data/Voice Engineers	FTE	2	\$ 15,369	\$ 30,739	\$ 31,661
Network Sr. System Admin.	FTE	5	\$ 13,024	\$ 65,121	\$ 67,074
Network Services Fees		MONTHLY		\$ 140,913	\$ 145,141
HelpDesk Services					
Management Services	FTE	0.5	\$ 13,327	\$ 6,663	\$ 6,863
HelpDesk Lead	FTE	1	\$ 8,026	\$ 8,026	\$ 8,267
HelpDesk Analyst	FTE	2	\$ 8,026	\$ 16,053	\$ 16,535
HelpDesk Services Fees		MONTHLY		\$ 30,743	\$ 31,665
Applications Services					
Management Services	FTE	0	\$ 14,387	\$ -	\$ -
Application Support	FTE	2	\$ 13,630	\$ 27,260	\$ 28,078
DBA Support	FTE	2	\$ 16,441	\$ 32,881	\$ 33,868
Sr. Infrastructure Engineer	FTE	1	\$ 16,356	\$ 16,356	\$ 16,847
Infrastructure Engineer	FTE	1	\$ 13,434	\$ 13,434	\$ 13,837
Systems Development	FTE	1	\$ 12,479	\$ 12,479	\$ 12,853
Applications Services Fees		\$ 16,451		\$ 102,409	\$ 105,482
GIS Services					
GIS Programmer/Developer	FTE	1	\$ 13,630	\$ 13,630	\$ 14,039
GIS Analyst - Senior	FTE	1	\$ 13,630	\$ 13,630	\$ 14,039
GIS Analyst	FTE	2	\$ 11,327	\$ 22,655	\$ 23,334
GIS Technician	FTE	0	\$ 11,327	\$ -	\$ -
GIS Services Fees		MONTHLY		\$ 49,915	\$ 51,412
Total Monthly				\$508,267	\$ 523,515
Total for Period				\$3,049,599	\$ 3,141,087

Cost Of Living Adjustment (COLA) – A COLA increase of 3% has been applied to 07/01/19 through 12/31/19 of the schedule

Optional Pricing Modification – At the County’s discretion, the Provider offers a value added service to help defray costs associated with this contract. Our clients may access additional revenue generating services to the county such as our Sales and Use Tax services. A portion of the fees incurred under additional services will be credited or applied to the price schedule above. The Sales and Use Tax service utilizes custom software and experienced California Tax Experts to research and recover Solano County tax revenue that was previously not collected or misallocated to other jurisdictions or accounts. This is a completely optional value add that can help self-fund our services.

Contract Amendment 10
Exhibit B

Schedule 2A (Cross Functional Services SOW for Solano County)

Contract Amendment 10
Exhibit C

Schedule 2D (Data Network Services SOW for Solano County)



SCHEDULE 2A
MODIFIED CROSS-FUNCTIONAL SERVICES SOW
for
SOLANO COUNTY

March 14, 2006
Updated June 7, 2006
Updated June 01, 2017
Updated November 29, 2018

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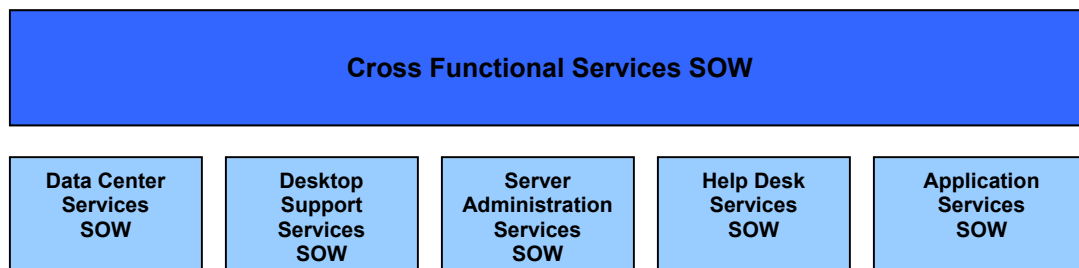
This is Schedule 2.A (Cross Functional Services SOW) to the Agreement between Solano County (“County”) and Provider. Unless otherwise expressly defined herein, the capitalized terms used herein shall have the meaning assigned to them in Attachment A2 (SOW Definitions) or in the Agreement.

1.0 Cross Functional Services Overview

This Schedule 2A (Cross Functional Services SOW) is the Statement of Work (or “SOW”) that sets forth the roles and responsibilities of the Parties for the set of common services that apply to the provision, delivery, and management of all Services (“Cross Functional Services”) in support of the County Information Technology (IT) infrastructure. Provider will provide Cross Functional Services across all in-scope Service Towers. As depicted in Figure 1 below, Services, activities and roles and responsibilities described in this SOW are within the scope of each SOW for the Service Towers (Schedules 2A through 2F) and shall be included within the Fees for each Service Tower specified in Schedule 3 (Fees) to the Agreement. Provider shall provide all hardware, software, and infrastructure support in connection with all Bundled Service Component(s). As of the effective date of the Agreement, the County is responsible for providing all other hardware, software, and infrastructure necessary for provider to deliver all Services under this Agreement.

Figure 1 depicts the relationship between the Cross Functional Services SOW, and all SOWs within the scope of the Agreement.

Figure 1: SOW Service Towers with Cross Functional View



2.0 Service Environment

2.1 Scope of the Infrastructure to be Supported

The Service Environment section in Service Tower SOW describes the environment to be supported and/or with which Provider shall comply. The Service Environment includes Service Tower components such as hardware and software, facilities and locations, personnel, policies and procedures, licenses and agreements. As such, this SOW shall apply to the Service Environment as specified in each Service Tower SOW, with the exception of work-in-progress and future initiatives which will be described in this SOW. The Service Environment for each Service Tower will be documented in the applicable SOW Appendices and are to be maintained by Provider, reviewed with the County, updated by Provider and made available to the County on a quarterly basis.

3.0 Cross Functional Services Requirements

The Provider is responsible for providing Cross Functional Services defined in this SOW for Service Towers defined in the following documents:

- Modified Schedule 2B – Data Center Services SOW
- Modified Schedule 2C – Desktop Support Services SOW
- Schedule 2D – Server Administration Services SOW
- Modified Schedule 2E – Help Desk Services SOW
- Modified Schedule 2F – Application Services SOW

3.1 Service Descriptions and Roles & Responsibilities

IT Lifecycle & Operations	Service Delivery	Service Support
<ul style="list-style-type: none"> Planning & Analysis Requirements Definition Integration & Testing Implementation & Migration Environment & Facilities Support Training & Knowledge Transfer Documentation Operations & Administration Maintenance Technology Refreshment & Replenishment 	<ul style="list-style-type: none"> Capacity Management Performance Management Service Level Monitoring & Reporting IT Service Continuity & Disaster Recovery Financial/Chargeback Management & Invoicing 	<ul style="list-style-type: none"> Incident & Problem Management Root Cause Analysis Configuration Management Change & Release Management Account Management

3.1.1 General Responsibilities

The following table identifies General roles and responsibilities associated with this SOW. An “X” is placed in the column under the Party that will be responsible for performing the task. Provider responsibilities are indicated in the column labeled “Provider.”

Table 1. General Services Roles and Responsibilities

General Roles and Responsibilities	Provider	County
1. Perform business liaison function for County operational units		X
2. Provide Services that support County business needs, technical requirements and End-User requirements	X	
3. Comply with County policies and standards and regulations applicable to the County for information, information systems, personnel, physical security	X	
4. Develop and maintain a comprehensive Procedures Manual that contains the operational procedures that will be used in the delivery of Services	X	
5. Conform to changes in laws, regulations and policies. Major changes shall be proposed on a project-by-project effort basis to alter the environment to conform to the new requirements	X	

General Roles and Responsibilities	Provider	County
6. Report performance against Service Level Requirements (SLRs) as applicable	X	
7. Coordinate all changes to the IT infrastructure that may affect the SLRs of any other Service Tower apart from Data Networking and Security Infrastructure	X	
8. Provide timely creation, updating, maintenance and provision of all appropriate project plans, project time and cost estimates, technical Specifications, management documentation and management reporting in a form/format that is acceptable to the County for all Service Tower projects and major service activities		X
9. Provide time and cost estimates, technical specifications, management documentation and management reporting in a form/format that is acceptable to the County for all Service Tower projects and major service activities	X	
10. Adhere to ITIL best practices	X	
11. Provide support for financial audits	X	

3.1.2 IT Lifecycle & Operations

3.1.2.1 Planning and Analysis

Planning and Analysis Services are activities associated with researching new technical trends, products and services, such as hardware components, and System Software, that offer opportunities to improve the efficiency and effectiveness of the Service Towers. Planning and Analysis Services can also help mitigate risks by reducing defects and improving the Quality of IT Services. The following table identifies the Planning and Analysis roles and responsibilities that Provider and the County will perform.

Table 2. Planning and Analysis Roles and Responsibilities

Planning and Analysis Roles and Responsibilities	Provider	County
1. Define Services, standards and timeframes for Planning and Analysis activities		X
2. Participate in defining Services and standards for Planning and Analysis activities	X	
3. Review and approve Services and standards for Planning and Analysis activities		X
4. Define County requirements at the enterprise level for all Service Towers (e.g., business, technology strategy, functional, availability, capacity, performance, backup and IT continuity service)		X
5. Perform infrastructure, configuration, technical and Service Planning and Analysis based on County requirements (e.g., Availability, capacity, performance, backup and IT Continuity and Disaster Recovery Services) apart from Data Network and Security Infrastructure	X	
6. Provide infrastructure installation and upgrade recommendations	X	

Planning and Analysis Roles and Responsibilities	Provider	County
7. Approve infrastructure Planning and Analysis and recommendations for new applications, infrastructure and Services		X
8. Provide management reports required for Planning and Analysis activities (e.g., utilization and capacity trend reports)	X	
9. Define County Data Backup and Retention requirements and policies for all Service Towers		X
10. Recommend Data Backup and Retention process for meeting the County requirements	X	
11. Continuously monitor technical trends through independent research; document and report on products and services with potential use for the County as it aligns with the County's business and technology strategy	X	
12. Perform feasibility studies for the implementation of new technologies that best meet County business needs and meet cost, performance and Quality objectives	X	
13. Define enterprise-level project management policies, procedures and requirements (e.g., project feasibility analysis, cost benefit analysis, scheduling, costing, resource planning, communication planning, procurement, risk management and Quality management)		X
14. Perform project management oversight and liaison function to the business and customers		X
15. Conduct technical and business planning sessions to establish standards, architecture and project initiatives		X
16. Participate in technical and business planning sessions to establish standards, architecture and project initiatives	X	
17. Conduct regular planning for technology refresh and upgrades	X	
18. Participate in regular planning for technology refresh and upgrades		X
19. Conduct technical reviews and provide recommendations for improvements to the infrastructure that increase efficiency and effectiveness and reduce costs	X	

3.1.2.2 Requirements Definition

Requirements Definition services are the activities associated with the assessment and definition of functional, performance, IT Continuity and Disaster Recovery, and requirements that also comply with regulatory and County policies. These requirements drive the technical design for the environment. The following table identifies the Requirements Definition roles and responsibilities that Provider and the County will perform.

Table 3. Requirements Definition Roles and Responsibilities

Requirements Definition Roles and Responsibilities	Provider	County
1. Define requirements standards		X
2. Participate in defining requirements and standards	X	

Requirements Definition Roles and Responsibilities	Provider	County
3. Conduct interviews, group workshops, and surveys to determine user functional, performance, availability, maintainability and IT continuity requirements		X
4. Participate in appropriate requirements gathering activities (e.g., focus groups, interviews)	X	
5. Provide written information pertaining to the requirements definition to enable development of appropriate requirements documentation (e.g., business requirements documentation)		X
6. Document all requirements in agreed to formats (e.g., system Specifications, data models,)	X	
7. Approve all requirements documents		X
8. Define Acceptance test criteria		X
9. Participate in defining and document Acceptance test criteria	X	
10. Review and approve all Acceptance test criteria		X

3.1.2.3 Design Specifications

Design Specification services are the activities and deliverables associated with translating user and information system requirements into detailed technical Specifications. The following table identifies the Design Specifications roles and responsibilities that Provider and the County will perform.

Table 4. Design Specifications Roles and Responsibilities

Design Specification Roles and Responsibilities	Provider	County
1. Define Design Specifications standards and requirements		X
2. Develop and document technical design plans and environment configuration based on County Design Specifications standards and requirements, including IT architecture, functional, performance, availability, maintainability, and IT Continuity and Disaster Recovery requirements	X	
3. Determine required upgrade, replacement and/or conversion requirements (e.g., hardware, Software)	X	
4. Review and approve design plans through coordination with the appropriate County technology standards group and design architects		X
5. Conduct site surveys for design efforts as required	X	
6. Provide written information in sufficient detail pertaining to the Design Specifications to enable Provider to create the appropriate design documents		X
7. Document and deliver Design Specifications	X	
8. Review and approve Design Specifications		X

3.1.2.4 Engineering/Development

Engineering/Development services are the activities associated with the engineering and development of the IT infrastructure, tools and utilities that enhance the IT Infrastructure. The following table identifies the Engineering/Development roles and responsibilities that Provider and the County will perform.

Table 5. Engineering/Development Roles and Responsibilities

Engineering/Development Roles and Responsibilities	Provider	County
1. Recommend Engineering/Development requirements and policies	X	
2. Review and approve Engineering/Development requirements and policies		X
3. Develop and document in the Procedures Manual Engineering/Development procedures that meet requirements and adhere to defined policies	X	
4. Develop and deliver Engineering/Development plans where there is an impact on County entities/facilities and/or other third-party agreements	X	
5. Perform engineering functions required to implement design plans for additional or new products and services	X	
6. Perform engineering functions required to implement and manage IT Infrastructure services on County owned/leased facilities	X	
7. Manage engineering/development efforts using formal project management tools and methodologies		X
8. Review and approve Engineering/Development plans and procedures		X

3.1.2.5 Integration and Testing

Integration and Testing services are the activities associated with ensuring that all individual IT components configured with or added to the IT infrastructure work together cohesively to achieve the intended results. The following table identifies the Integration and Testing roles and responsibilities that Provider and the County will perform.

Table 6. Integration and Testing Roles and Responsibilities

Integration and Testing Roles and Responsibilities	Provider	County
1. Define Integration and Testing requirements and policies		X
2. Develop and document in the Procedures Manual the Integration and Testing procedures that meet requirements and adhere to defined policies	X	
3. Review and approve Integration and Testing procedures		X
4. Manage integration test environment	X	
5. Maintain systems Software release matrices across development, QA, and production environments	X	
6. Validate and approve the Software release and version level		X

Integration and Testing Roles and Responsibilities	Provider	County
7. Conduct integration testing for all new and upgraded equipment, Software or services to include unit, system, integration and regression testing, as applicable	X	
8. Evaluate all new and upgraded IT Infrastructure components for compliance with County, regulations and procedures	X	
9. Assess and communicate the overall impact and potential risk to IT Infrastructure components prior to implementing changes	X	
10. Coordinate integration and testing activities with applications support	X	
11. Define User Acceptance Test (UAT) requirements and plans		X
12. Conduct User Acceptance Test (UAT) and document results		X
13. Stage new and upgraded equipment, Software or services to smoothly transition into existing environment	X	
14. Perform modifications and performance-enhancement adjustments to County system Software and utilities as a result of changes to architectural standards	X	
15. Test new releases of supported hardware and systems Software to ensure conformance with County SLRs	X	
16. Perform configuration management and change management activities related to Integration and Testing	X	

3.1.2.6 Implementation and Migration

Implementation and Migration services are the activities associated with the installation of new and upgraded IT components (e.g., hardware, Software) into the production environment. The following table identifies the Implementation and Migration roles and responsibilities that Provider and the County will perform.

Table 7. Implementation and Migration Roles and Responsibilities

Implementation and Migration Roles and Responsibilities	Provider	County
1. Define Implementation and Migration requirements and policies		X
2. Develop and document in the Procedures Manual the Implementation and Migration procedures that meet requirements and adhere to defined policies	X	
3. Review and approve Implementation and Migration procedures		X
4. Notify Provider of equipment migration and redeployment plans		X
5. Coordinate and review all Implementation and Migration plans and schedules with the County in advance in accordance with Change Management Policies	X	
6. Approve Implementation and Migration plans and schedules		X
7. Install new IT Infrastructure components and perform upgrades as a result of new and enhanced tools and technologies (e.g., hardware, systems Software, utilities, peripherals, configurations)	X	

Implementation and Migration Roles and Responsibilities	Provider	County
8. Coordinate Implementation and Migration support activities with County IT staff and the Help Desk	X	
9. Perform data migration per County requirements, (e.g., databases, repositories)	X	
10. Perform appropriate tests on all installs, moves, adds and changes	X	
11. Conduct User Acceptance Tests (UAT) and document results	X	
12. Support User Acceptance Tests (UAT)		X
13. Provide County IT technical staff and End-Users with training related to the implementation of new products and services	X	

3.1.2.7 Environment and Facilities Support

Environment and Facilities Support Services are the activities associated with maintaining environmental requirements at the County facilities. The following table identifies Environment and Facilities Support roles and responsibilities that Provider and the County will perform.

Table 8. Environmental and Facilities Support Roles and Responsibilities

Environmental and Facilities Support Roles and Responsibilities	Provider	County
1. Recommend Environment and Facilities Support requirements and policies	X	
2. Review and approve Environment and Facilities Support requirements and policies		X
3. Develop and document in the Procedures Manual the Environment and Facilities Support procedures that meet requirements and adhere to defined policies	X	
4. Review and approve Environment and Facilities Support procedures		X
5. Monitor environmental systems (e.g., UPS) required to support IT Infrastructure components housed in County facilities (e.g., computer rooms)	X	
6. Develop and recommend improvement plans for County facilities as needed to maintain an effective and secure computing environment	X	
7. Approve the improvement plans		X
8. Coordinate the implementation of all approved upgrades and installations	X	
9. Coordinate County site activities of all personnel (i.e., Provider employees and others) working in equipment locations (e.g., equipment rooms)	X	
10. Ensure that facilities support activities conform to the requirements of the defined Change Management processes	X	

3.1.2.8 Training and Knowledge Transfer

Training and Knowledge Transfer Services consist of the following three types of training Provider will perform:

- a. Training for the improvement of skills through education and instruction for Provider's staff. Provider will participate in any pertinent initial and on-going training delivered by the County as required that would provide a learning opportunity about the County's business and technical environment
- b. Training for County technical staff for the express purpose of exploitation of the functions and features of the County computing environment. Delivery methods may include classroom style, computer-based, individual, or other appropriate means of instruction.

The following table identifies the Training and Knowledge Transfer roles and responsibilities that Provider and the County will perform.

Table 9. Training and Knowledge Transfer Roles and Responsibilities

Training and Knowledge Transfer Roles and Responsibilities	Provider	County
1. Define Training and Knowledge Transfer requirements and policies		X
2. Develop and document in the Procedures Manual, Training and Knowledge Transfer procedures that meet requirements and adhere to defined policies	X	
3. Review and approve Training and Knowledge Transfer procedures		X
4. Develop, implement and maintain a County accessible knowledge database/portal	X	
5. Develop and implement knowledge transfer procedures to ensure that more than one individual understands key components of the business and technical environment	X	
6. Prepare materials and deliver training to Provider's personnel on County business and technical environments		X
7. Participate in County delivered instruction on the business and technical environment	X	
8. Develop, document and deliver training to County support staff for ongoing provision of County services, including refresher courses as needed and instruction on new functionality	X	
9. Provide County and Provider support staff with training needed to remain current with systems, Software, features and functions for which IT Infrastructure support is provided in order to improve service performance	X	
10. Provide assistance to HR for New Employee orientation as it pertains to IT in the County.	X	
11. Develop training and knowledge transfer plan in the project plan		X
12. Approve training and knowledge transfer plan in the project plan		X
13. Provide technical training assistance and knowledge transfer to existing County support personnel, during deployment as requested	X	

Training and Knowledge Transfer Roles and Responsibilities	Provider	County
14. Provide End-User training content for County Applications		X
15. Review and validate training content		X
16. Provide continuing End-User training for improving “how-to-use” skills related to systems and applications	X	
17. Create and maintain County Training instances or clients as required by the County	X	
18. Provide Help desk agent training, including developing dialogue scripts	X	

3.1.2.9 Documentation

Documentation Services are the activities associated with developing, revising, maintaining, reproducing, and distributing IT Infrastructure services information in hard copy and electronic form. The following table identifies the Documentation roles and responsibilities that Provider and the County will perform.

Table 10. Documentation Roles and Responsibilities

Documentation Roles and Responsibilities	Provider	County
1. Recommend Documentation requirements and formats	X	
2. Approve Documentation requirements, formats and policies		X
3. Develop and document in the Procedures Manual the Documentation procedures that meet requirements and adhere to defined policies	X	
4. Provide County-specific operating requirements		X
5. Document standard operating procedures (e.g., boot, failover, spool management, batch processing, backup)	X	
6. Document policies, procedures, production & maintenance schedules and job schedules	X	
7. Provide output in agreed format for support of activities throughout the life cycle of services as specified in each Service Tower	X	
8. Recommend specifications and documentation format and content per requirements	X	
9. Approve documentation format and content		X
10. Provide system specifications and documentation	X	
11. Develop operational processing flow	X	
12. Provide system installation, support, configuration and tuning manuals	X	
13. Provide application hardware and system software requirements documentation	X	
14. Provide logical and physical data model	X	
15. Provide End-User documentation		X
16. Provide standard operating procedures	X	
17. Prepare updates and release notes	X	

Documentation Roles and Responsibilities	Provider	County
18. Deliver updates and release notes to End Users		X
19. Document version control for all documentation for which Provider is responsible	X	
20. Provide documented application disaster recovery process	X	
21. Approve documented application disaster recovery process		X
22. Approve documentation delivered		X

3.1.2.10 Operations and Administration

Operations and Administration Services are the activities associated with providing a stable IT infrastructure and effectively and efficiently performing those activities to ensure IT Services meet SLR targets and requirements. The following table identifies the Operations and Administration roles and responsibilities that Provider and the County will perform.

Table 11. Operations and Administration Roles and Responsibilities

Operations and Administration Roles and Responsibilities	Provider	County
1. Provide Operations and Administration requirements and policies, including schedules for the operation of County IT Infrastructure		X
2. Develop and document in the Procedures Manual the Operations and Administration procedures that meet requirements and adhere to defined policies	X	
3. Develop operational documentation (e.g., Run Books, Contact Lists, Operations scripts) that meets County requirements	X	
4. Review and approve Operations and Administration procedures and operational documentation		X
5. Identify and recommend Enterprise System Management tools to monitor the IT infrastructure	X	
6. Approve and provide enterprise System Management tools to monitor the IT infrastructure		X
7. Coordinate with the County to deploy enterprise IT Infrastructure management tools to monitor the operation of the infrastructure	X	
8. Install and configure enterprise IT Infrastructure management tools for a shared use environment. The Problems, issues and events are proactively identified, reported and resolved according to prescribed SLRs	X	
9. Perform event management monitoring of IT Infrastructure Services to detect abnormal conditions or alarms, log abnormal conditions, analyze the condition and take corrective action	X	
10. Manage hardware, Software, peripherals, services and spare parts to meet SLRs, minimize down time and minimize County resource requirements	X	
11. Interface with Help Desk and the County for Incident & Problem Management activities	X	

Operations and Administration Roles and Responsibilities	Provider	County
12. Provide Level 2 and Level 3 support as required	X	
13. Manage and coordinate subcontractors and third parties in order to meet Service and SLR requirements	X	
14. Develop and provide operational reports (Daily, Weekly, Monthly) that provide status of operational activities, production issues, and key operational metrics	X	
15. Review operational reports		X
16. Provide recovery and backup requirements and updates as they change		X
17. Manage backup media inventory (Tape, Disk, Optical and other media type) including the ordering and distribution of media	X	
18. Perform IT Infrastructure backups and associated rotation of media	X	
19. Provide exception report explaining why any backup failed and steps which will be taken to resolve current failure and prevent future failures	X	
20. Archive data media at a secure off-site location	X	
21. Ensure ongoing capability to recover archived data from media as specified (backwards compatibility of newer backup equipment)	X	
22. Test backup media to ensure incremental and full recovery of data is possible and ensure IT Infrastructure integrity as required or requested by the County	X	
23. Recover files, file system or other data required from backup media as required or requested by the County	X	
24. Conduct disaster recovery testing per policies and procedures	X	
25. Audit Operations and Administration policies for compliance with County security policies		X
26. Provide the County with a copy of or access to any vendor-supplied documentation (including updates thereto)	X	

3.1.2.11 Maintenance

Maintenance Services are the activities associated with the maintenance and repair of hardware, Software to include "break-and-fix" Services. Installed platform and product version levels are not to be more than one version behind the current commercial release, unless specified by the County. The following table identifies the Maintenance roles and responsibilities that Provider and the County will perform.

Table 12. Maintenance Roles and Responsibilities

Maintenance Roles and Responsibilities	Provider	County
1. Define Maintenance requirements and policies		X
2. Develop and document in the Procedures Manual the Maintenance procedures that meet requirements and adhere to defined policies	X	
3. Develop Maintenance schedules	X	

Maintenance Roles and Responsibilities	Provider	County
4. Review and approve Maintenance procedures and schedules		X
5. Update maintenance requirements and point-of-service locations		X
6. Ensure appropriate Maintenance coverage for all IT Infrastructure components, including coordinating with 3rd party vendors	X	
7. Provide maintenance and Break/Fix support in the County's defined locations, including dispatching repair technicians to the point-of-service location if necessary	X	
8. Perform diagnostics and maintenance on IT Infrastructure components including hardware, Software, peripherals, and special purpose devices as appropriate	X	
9. Install manufacturer field change orders, service packs, product patches, firmware, and Software maintenance releases, etc.	X	
10. Perform electronic Software distribution and version control	X	
11. Perform preventive maintenance according to the manufacturers' recommendations	X	
12. Conduct maintenance and parts management and monitoring during warranty and off-warranty periods	X	

3.1.2.12 Technology Refreshment and Replenishment

Technology Refreshment and Replenishment (TR&R) are the activities associated with modernizing the IT infrastructure on a continual basis to ensure that the IT Infrastructure components stay current with evolving industry standard technology platforms. The following table identifies the Technology Refreshment and Replenishment roles and responsibilities that Provider and the County will perform.

Table 13. Technology Refreshment and Replenishment Roles and Responsibilities

TR&R Roles and Responsibilities	Provider	County
1. Define TR&R life-cycle management policies, procedures and plans appropriate for support of County business requirements		X
2. Develop and document in the Procedures Manual the TR&R procedures and plans that meet requirements and adhere to defined policies	X	
3. Review and approve TR&R procedures and plans		X
4. Manage, maintain, and update approved TR&R policies, procedures, and plans	X	
5. Perform the necessary tasks required to fulfill the TR&R plans in accordance with the Change Management process	X	
6. Provide management reports on the progress of the TR&R plans	X	
7. Periodically review the approved TR&R implementation plans to ensure they properly support County business requirements		X

3.1.3 Service Delivery

The following table identifies the Capacity Management roles and responsibilities that Provider and the County will perform.

3.1.3.1 Service Level Monitoring and Reporting

Service Level Monitoring and Reporting Services are the activities associated with the monitoring and reporting of Service delivery with respect to SLRs. In addition, Provider shall report system management information (e.g., performance metrics, and system utilization) to the designated County representatives in a format agreed to by the County. The following table identifies the Service Level Monitoring and Reporting roles and responsibilities that Provider and the County will perform.

Table 14. Service Level Monitoring and Reporting Responsibilities

Service Level Monitoring Roles and Responsibilities	Provider	County
1. Define Service Level requirements		X
2. Perform Monitoring according to the guidelines established in the SLRs.	X	
3. Coordinate SLR monitoring and reporting with designated County representatives and third-party vendors	X	
4. Measure, analyze, and provide management reports on performance relative to SLRs	X	
5. Develop and deliver SLR improvement plans where appropriate	X	
6. Review and approve SLR improvement plans		X
7. Implement SLR improvement plans and report on results	X	
8. Review and approve SLR metrics and performance reports		X
9. Provide County electronic access to performance and SLR reporting and monitoring system	X	
10. Perform audits of SLR results		X
11. Assist in audits of SLR results	X	

3.1.3.2 IT Service Continuity and Disaster Recovery (DR) Services

IT Service Continuity and Disaster Recovery (DR) Services are the activities associated with providing IT Service Continuity and DR Services for prioritized County applications and their associated infrastructure (e.g., CPU, servers, data and output devices, End-User devices) and for. County applications and associated infrastructure will receive DR Services according to County Business Impact Analysis (BIA) Document. Provider must demonstrate that it will consistently meet County IT Service Continuity and Disaster Recovery Services requirements. The following table identifies Service Continuity and Disaster Recovery Services roles and responsibilities that Provider and the County will perform.

Table 15. IT Service Continuity and Disaster Recovery Services Roles and Responsibilities

IT Service Continuity and Disaster Recovery Services Roles and Responsibilities	Provider	County
1. Define IT Service Continuity and Disaster Recovery Services strategy, requirements and policies		X
2. Recommend best practices for IT Service Continuity and Disaster Recovery Services strategies, policies and procedures	X	
3. Document IT Service Continuity and Disaster Recovery Services procedures that adhere to County requirements and policies	X	
4. Review and approve IT Service Continuity and Disaster Recovery Services procedures		X
5. As needed, assist the County in other IT continuity and emergency management activities	X	
6. Develop and maintain a detailed DR plan to achieve IT Service Continuity and Disaster Recovery requirements, encompassing data back-ups, storage management and contingency operations that provide for the recovery of the County's systems within established recovery requirement timeframes	X	
7. Define data (File System, Database, Flat Files etc.) replication, backup and retention requirements		X
8. Establish processes to ensure DR plans are kept up to date and reflect changes in the County environment	X	
9. Review & approve DR plans		X
10. Establish DR test requirements		X
11. Perform scheduled DR tests per County policies	X	
12. Coordinate involvement of users for DR testing		X
13. Participate in DR tests		X
14. Track and report DR test results to the County	X	
15. Review & approve DR testing results		X
16. Develop action plan to address DR testing results	X	
17. Review and approve action plan		X
18. Implement action plan and provide ongoing status until completion	X	
19. Initiate the DR plan in the event of a County DR situation per the DR policies and procedures		X
20. Initiate the DR plan in the event of a Provider site DR situation and notify the County per DR policies and procedures	X	
21. Coordinate with the County during a Provider site DR situation per DR policies and procedures	X	

3.1.3.3 Financial/Chargeback Management and Invoicing

Financial/Chargeback Management and Invoicing Services are the activities associated with providing both data that enables the County to charge back its internal business units for usage

of IT Resources and accurate invoices that meet County requirements. The following table identifies the Financial/Chargeback Management and Invoicing roles and responsibilities that Provider and the County will perform.

Table 16. Financial/Chargeback Management and Invoicing Roles and Responsibilities

Financial/Chargeback Management and Invoicing Roles and Responsibilities	Provider	County
1. Define Financial/Chargeback Management and Invoicing requirements and policies		X
2. Develop and document in the Procedures Manual the Financial/Chargeback Management and Invoicing procedures that meet requirements and adhere to defined policies		X
3. Provide chargeback data and reports to enable the County to perform chargeback	X	
4. Review chargeback reports		X
5. Identify invoicing requirements		X
6. Document and maintain invoicing requirements		X
7. Issue invoices and/or journal transactions		X

3.1.4 Service Support

3.1.4.1 Incident & Problem Management

Incident and Problem Management Services are the activities associated with restoring normal Service operation as quickly as possible and to minimize any adverse impact on County business operations, thus ensuring that the best possible levels of Service Quality and Availability are maintained.

Problem Management also includes minimizing the adverse impact of Incidents and Problems on the business that are caused by errors in the IT infrastructure and preventing the recurrence of Incidents related to those errors. In order to achieve this goal, Problem Management seeks to get to the Root Cause of Incidents and then initiate actions to improve or correct the situation. The following table identifies the Incident and Problem Management roles and responsibilities that Provider and the County will perform.

Table 17. Incident & Problem Management Roles and Responsibilities

Incident and Problem Management Roles and Responsibilities	Provider	County
1. Define Incident and Problem Management requirements and policies		X
2. Develop and document in the Procedures Manual the Incident and Problem Management procedures that meet requirements and adhere to defined policies	X	
3. Review and approve Incident and Problem Management requirements and policies		X
4. Establish operations and service management Quality assurance and control programs	X	

Incident and Problem Management Roles and Responsibilities	Provider	County
5. Review and approve operations and service management Quality assurance and control programs		X
6. Execute Quality assurance and Quality control programs	X	
7. Coordinate user support activities with the Help Desk	X	
8. Establish Incident/Problem classification by priority		X
9. Establish Incident/Problem workflow, escalation, communication and reporting processes that help to achieve the SLR requirements	X	
10. Review and approve Incident/Problem workflow, escalation, communication and reporting processes		X
11. Provide, configure, and operate Incident and Problem management system that tracks Incidents across all IT towers	X	
12. Provide County access and input capabilities to Incident and Problem tracking system to allow for Incident/Problem monitoring and ad hoc reporting	X	
13. Manage entire Incident/Problem lifecycle including detection, diagnosis, status reporting, repair and recovery	X	
14. Ensure Incident Resolution activities conform to defined Change Management procedures	X	
15. Manage efficient workflow of Incident resolution, including the involvement of third-party Providers (e.g., vendors, public carriers, ISP)	X	
16. Coordinate and take ownership of Problem resolution with the County and third parties (e.g., public carriers, ISP)	X	
17. Periodically review the state of open Problems and the progress being made in addressing Problems		X
18. Participate in Problem review sessions and provide listing and status of Problems categorized by Problem impact	X	
19. Authorize close of County-initiated Priority 1 and 2 Incidents		X
20. Identify possible enhancement opportunities for improved operational performance and potential cost savings	X	
21. Review and approve projects to implement enhancement opportunities		X

3.1.4.2 Root Cause Analysis

Provider will develop, implement, and maintain a Root Cause Analysis (RCA) process and perform the activities required to diagnose, analyze, recommend and take corrective measures to prevent recurring Problems and/or trends. The following table identifies Root Cause Analysis roles and responsibilities that Provider and the County will perform.

Table 18. Root Cause Analysis Roles and Responsibilities

Root Cause Analysis Roles and Responsibilities	Provider	County
1. Define RCA requirements and policies		X
2. Develop and document in the Procedures Manual the RCA procedures that meet requirements and adhere to defined policies	X	
3. Review and approve RCA procedures		X
4. Conduct proactive trend analysis to identify recurring Problems	X	
5. Track and report recurring Problems or failures and provide business impact analysis of Problems to the County	X	
6. Recommend solutions to address recurring Problems or failures	X	
7. Review and approve solutions to address recurring Problems or failures		X
8. Flag all Priority Levels 1 and 2 Incidents that require Root Cause Analysis	X	
9. Identify root cause of Priority Levels 1 and 2 Incidents and recommend appropriate resolution action	X	
10. Review and approve solutions to address Priority Levels 1 and 2 Incidents		X
11. Provide status report detailing the root cause of and procedure for correcting recurring Problems and Priority Levels 1 and 2 Incidents until closure as determined by the County	X	

3.1.4.3 Configuration Management

Configuration Management Services are the activities associated with providing an integrated set of IT Infrastructure components that work together with reliability, consistency, predictability and manageability. IT Infrastructure configurations need to be modeled and tracked in order to account for all IT assets, provide accurate information on configurations and provide a sound basis for Incident, Problem, Change and Release Management. The following table identifies the Configuration Management roles and responsibilities that Provider and the County will perform.

Table 19. Configuration Management Roles and Responsibilities

Configuration Management Roles and Responsibilities	Provider	County
1. Define Configuration Management requirements and policies		X
2. Develop and document in the Procedures Manual the Configuration Management procedures that meet requirements and adhere to defined policies	X	
3. Review and approve Configuration Management procedures and processes		X
4. Recommend Configuration Management tool set	X	
5. Approve and Provide Configuration Management database and tools		X
6. Establish and maintain Configuration Management database and tools	X	

Configuration Management Roles and Responsibilities	Provider	County
7. Enter/upload configuration data into configuration database	X	
8. Establish process interfaces to Problem & Incident management, change management, technical support, maintenance and asset management processes	X	
9. Establish appropriate authorization controls for modifying configurations	X	
10. Determine impact of configuration changes on Software licensing	X	
11. Establish guidelines for physical and logical separation between development, test and production and the process for deploying and back out of configuration changes	X	
12. Establish configuration Baselines as reference points for rebuilds and provide ability to revert to stable configuration states	X	
13. Establish process for verifying the accuracy of configuration data, adherence to configuration management process and identifying process deficiencies	X	
14. Provide configuration management reports as required and defined by the County	X	
15. Audit configuration management process and accuracy of configuration data		X

3.1.4.4 Change and Release Management

Change Management Services are activities associated with ensuring that standardized methods and procedures are used for efficient and prompt handling of all changes, in order to minimize the impact of change upon Service Quality. Change Management covers all aspects of managing the introduction and implementation of changes affecting the IT Infrastructure, including changes to management processes, tools, and methodologies designed and utilized to support the IT Infrastructure. The Change Management process includes the following sub-processes:

- Request process
- Recording/Tracking process
- Prioritization process
- Responsibility Assignment process
- Impact/Risk Assessment process
- Review / Approval process
- Implementation process
- Verification (test) process
- Release process
- Closure process

Release Management Services are activities associated with bundling multiple changes into one, organized release set to improve manageability of changes. Release Management ensures

that all aspects of a release, both technical and non-technical are considered together and planned methodically to result in successful, non-disruptive implementation. These activities ensure that only correct, authorized and tested versions are installed and that changes are traceable and secure.

The following table identifies Change and Release Management roles and responsibilities that Provider and the County will perform.

Table 20. Change and Release Management Roles and Responsibilities

Change and Release Management Roles and Responsibilities	Provider	County
1. Define Change and Release Management requirements and policies		X
2. Develop and document in the Procedures Manual the Change and Release Management procedures that meet requirements and adhere to defined policies	X	
3. Review and approve Change and Release Management procedures		X
4. Secure and maintain master copies of new Software versions in a Software library and update configuration databases	X	
5. Establish change classifications (impact, priority, risk) and change authorization process		X
6. Administer the version control process as it relates to Release management	X	
7. Review release notes and establish plans (e.g., back out plan, go/no go decision) as appropriate to meet the needs of the County	X	
8. Document and classify proposed changes to the environment including cost and risk impact, back-out plans and Release Management plans for major changes	X	
9. Develop and maintain a schedule of planned changes and provide to the County for review	X	
10. Authorize and approve scheduled changes		X
11. Schedule and conduct Change and Release Management meetings to include review of planned changes and results of changes made	X	
12. Provide change documentation as required	X	
13. Coordinate notification of affected County clients of change timing and impact	X	
14. Implement change and adhere to detailed release plans	X	
15. Modify configuration database, asset management records, and service catalog (if applicable) to reflect changes implemented	X	
16. Verify that change met objectives, coordinate and resolve negative impacts	X	
17. Monitor changes and report results and impacts of changes	X	
18. Conduct User Acceptance Tests (UATs) as required		X
19. Perform Quality control audits and review change control results		X
20. Assist in Quality control audits	X	

Change and Release Management Roles and Responsibilities	Provider	County
21. Recommend procedures associated with County authorized Project Change Requests	X	
22. Review and approve the Project Change Request Process		X
23. Authorize change in project scope and design		X
24. Review maintenance production release plan and schedules		X
25. Manage all Service Requests to production		X
26. Ensure custom code approvals are received from the designated County IT personnel	X	
27. Assist the County with documentation and communicate change management processes and procedures	X	
28. Participate in scheduling releases	X	
29. Manage documentation changes to the underlying application development environment via use of library management version control and turnover management as described above	X	
30. Provide impact analysis associated with proposed project changes		X
31. Manage changes to the baseline, project plan, or committed maintenance or enhancement dates		X
32. Prepare County system change requests	X	
33. Approve system changes via the County Change Management Group		X

3.1.4.5 Account Management

Account Management services are the activities associated with the ongoing management of the service environment. The following table identifies Account Management roles and responsibilities that Provider and the County will perform.

Table 21. Account Management Roles and Responsibilities

Account Management Roles and Responsibilities	Provider	County
1. Define Account Management requirements and policies		X
2. Develop and document in the Procedures Manual Account Management procedures that meet requirements and adhere to defined policies	X	
3. Review and approve Account Management procedures		X
4. Develop a detailed "IT" service catalog which details services offered including all service options, pricing, installation timeframes, order process (new, change & remove service) and prerequisites	X	
5. Develop a service ordering process that clearly defines how to order, change, or delete services	X	
6. Recommend criteria and formats for Administrative, Service Activity and Service Level reporting	X	

Account Management Roles and Responsibilities	Provider	County
7. Review and approve criteria and formats for Administrative, Service Activity and Service Level reporting		X
8. Develop and implement Customer Satisfaction program for tracking the Quality of service delivery to End-Users		X
9. Provide reporting (e.g., statistics, trends, audits)	X	

3.1.4.6 Monitoring, Reporting and Review

Monitoring, Reporting and Review Services are the activities associated with the ongoing health checks, status reporting, and problem management (ongoing surveillance, tracking, escalation, resolution, and tracking of problems) of application support activities. Problem management activities described within this document require the Provider to provide Tier 2 technical support in coordination with the Help Desk.

The following table identifies the Monitoring, Reporting and Review roles and responsibilities that Provider and the County will perform.

Table 22. Monitoring, Reporting and Review Roles and Responsibilities

Monitoring, Reporting and Review Roles and Responsibilities	Provider	County
1. Provide, maintain and update project plans, identifying critical path dependencies, major critical milestones, project deliverables, “project earned value” as mutually agreed upon by the Parties for selected projects.		X
2. Provide weekly status reviews and progress reports for selected mutually agreed to projects	X	
3. Provide monthly service-level performance reports against each Service Level Agreement, including trends for each and summary view	X	
4. Provide monthly milestone achievement review and performance reports	X	
5. Provide mutually agreed to reports to enable invoice reconciliation	X	
6. Provide mutually agreed to reports that capture service requests demands and measure of ability to satisfy demand	X	
7. Provide mutually agreed reports that represent general health of environments as well as reports that represent demand fulfillment in End-User terms (e.g. defect corrections/change requests that have slipped against commitment, backlogged defects/change requests, Priority 1, 2, and Priority 3 defects).	X	
8. Measure and analyze performance relative to requirements	X	

3.2 Exclusions

The following items are specifically excluded from this statement of work:

- a. Data Communications/LAN/WAN
- b. Data Security
- c. Voice over IP
- d. Project Management
- e. Asset Control/Management

4.0 Service Management

4.1 Objectives

4.2 Definitions

Attachment A2 (SOW Definitions) of the Agreement provides a list of terms that apply to this SOW and the following Service Levels.

4.3 Service Level Requirements (SLRs)

The following service levels are suggested as commercially reasonable efforts. All times referenced are in Pacific Time.

Table 23. Incident Resolution SLRs

Definition	Time to resolve Incidents following responses to different Incident priority classifications.		
	Each IT Services Tower SOW categorizes Incidents according to the Incident Resolution Priorities listed below. Service Tower Incident categorizations are referenced in the Service Management section of each Service Tower SOW.		

Incident Resolution SLRs			
Incident Resolution	Service Measure	Performance Target	SLR Performance %
Priority 1	Time to Resolve	<2 hours	98.0%
Priority 2	Time to Resolve	<4 hours	95.0%
Priority 3	Time to Resolve	<8 hours	95.0%
Priority 4	Time to Resolve	Next Business Day or as prioritized by the County	95.0%
Root Cause Analysis	Time to Report	Within 24 business hours of Incident Resolution	95.0%
	Formula	Number of requests completed within Performance Target/Total of all requests occurring during Measurement Interval	
	Measurement Interval	Measure Weekly	
	Reporting Period	Report Monthly	
	Measurement Tool	TBD	

Table 24. Priority Levels

Priority Level	Description
1 - Emergency/Urgent	<p>The Problem has caused a complete and immediate work stoppage affecting a primary business process or a broad group of users such as an entire department, floor, location, or external users. No work around available.</p> <p>Examples:</p> <ul style="list-style-type: none"> Major application Problem (e.g., IFAS, CLETS, etc.) Severe Problem during critical periods (e.g., Payroll cycle) Security Violation (e.g., denial of service, widespread virus, etc.) Problems effecting public safety systems assumed to be priority 1 unless determined otherwise.
2 - High	<p>A business process is affected in such a way that business functions are severely degraded, multiple users are impacted or a key user is affected. A Workaround may be available; however, the Workaround is not easily sustainable.</p> <p>Examples:</p> <ul style="list-style-type: none"> Major application (e.g., Exchange) Key users (e.g., Supervisors, Department Head)
3 - Medium	<p>A business process is affected in such a way that certain functions are unavailable to End-Users or a system and/or service is degraded. A Workaround may be available</p> <p>Examples:</p> <ul style="list-style-type: none"> Telecommunication Problem (e.g., Blackberry, PBX digital/analog card) Workstation Problem (e.g., hardware, Software)
4 - Low	<p>An Incident that has little impact on normal business processes and can be handled on a scheduled basis. A Workaround is available.</p> <p>Examples:</p> <ul style="list-style-type: none"> User requests (e.g., system enhancement) Peripheral Problems (e.g., network printer) Preventative Maintenance

4.3.1 Backup and Restore Requirements

Provider shall implement and maintain backup and restoration capabilities for all Service Tower data, applications and component configurations. Provider shall perform incremental backups, full backups and full archive backups according to the Backup Schedule presented below. Recovery procedures will be capable of restoring service delivery for failed Service Tower data, applications and component configurations according to the Cross Functional Restoration SLRs listed below. Service tower applications requiring scheduled backups are referenced in the Service Environment section of each Service Tower SOW.

Table 25. Backup Schedule

Backup Schedule and SLRs						
Type of Backup	Backup Frequency	Storage Site	Retention/Purge Period Standard		Target	SLR Performance %
Incremental	Daily	Off-site	35 days		Backup Frequency	99.9% (See NOTE 1)
	Database					

Backup Schedule and SLRs						
Type of Backup	Backup Frequency	Storage Site	Retention/Purge Period Standard		Target	SLR Performance %
Full (Backup)	Weekly	Off-site	5 weeks		Backup Frequency	99.9% (See NOTE 1)
Full (Archive)	Monthly	Off-site	Indefinite		Backup Frequency	99.9% (See NOTE 1)
All					Quarterly Test each type of backup	100%
NOTE 1: SLR Performance Requirement shall be 99.0% until an Enterprise Backup solution is implemented. At that time, the SLR Performance Requirement shall become 99.9% as indicated.						

Table 26. Restoration SLR

Restoration Services Table			
Restoration Type	Service Measure	Performance Target	SLR Performance %
Restore Requests for production data	Response Time Data 1 week old or less	≤ 3 hours from County request	99.0% of the time
Restore Requests for recovery of test data or data volume back-ups	Response Time Data 1 week old or less	≤ 8 hours from County request	99.0% of the time
Restore Requests for recovery of data or data volume back-ups	> than 1 week old	Commence restore within 3 Business Days	99.0% of the time
<div> <div>Formula</div> <div>Number of requests completed within Performance Target /Total of all requests occurring during Measurement Interval</div> </div> <div> <div>Measurement Interval</div> <div>Measure Weekly</div> </div> <div> <div>Reporting Period</div> <div>Report Monthly</div> </div> <div> <div>Measurement Tool</div> <div>TBD</div> </div>			

4.4 Reports

Provider shall provide written reports to the County regarding Provider's compliance with the SLRs specified in this Section and other management reports. Reports are required per the following:

Table 27. Cross Functional Services Reports

Report Description	Timing
TBD	

5.0 List of Referenced MSA Schedules

SOW APPENDIX	DESCRIPTION
A.1	Solano Work in Progress
A.2	Solano Future Initiatives
MSA SCHEDULE	DESCRIPTION
Modified Schedule 2B	Data Center Services SOW
Modified Schedule 2C	Desktop Support Services SOW
Schedule 2D	Server Administration Services SOW
Modified Schedule 2E	Help Desk Services SOW
Modified Schedule 2F	Application Services SOW
Attachment A2	SOW Definitions



Solano County

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

Agenda Submittal

Agenda #:	25	Status:	Consent Calendar
Type:	Contract	Department:	First 5 Solano
File #:	18-876	Contact:	Michele Harris, 784-1332
Agenda date:	12/11/2018	Final Action:	
Title:	Approve a contract amendment with Fighting Back Partnership for up to \$120,000 to provide family strengthening support services for a total contract amount of \$602,604 for a term ending December 31, 2019; and Authorize the County Administrator to sign the agreement		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Second Amendment, B - Link to Original Contract and Amendment		

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

DEPARTMENTAL RECOMMENDATION:

First 5 Solano recommends that the Board of Supervisors approve a contract amendment with Fighting Back Partnership for up to \$120,000 to provide family strengthening support services for a total contract amount of \$602,604 for a term ending December 31, 2019; and Authorize the County Administrator to sign the agreement.

SUMMARY/DISCUSSION:

In June 2018, the First 5 Solano Commission approved an allocation of \$60,000 to Fighting Back Partnership to continue providing family support services in Vallejo while pursuit of a First 5 Center was in progress. The allocation was for the period of July 2018 through December 2018 in anticipation of the opening of the Center which will provide comprehensive family support services.

As the search for an appropriate site is taking longer than anticipated, the Commission has approved an allocation of up to \$120,000 to Fighting Back Partnership from January 2019 to December 2019 to continue family support services in Vallejo.

This item brings forward the contract amendment for final Board approval.

FINANCIAL IMPACT:

Funding for this contract has been approved by the First 5 Solano Commission and is included in its FY2018/19 and FY2019/20 projection. There is no impact to the County General Fund.

ALTERNATIVES:

The Board may choose to not to approve the contract amendment or remand the contract back to First 5 Solano for revision. This is not recommended as this will result in a delay of family support services to children and families.

OTHER AGENCY INVOLVEMENT:

This contract amendment has been reviewed by County Counsel.

**SECOND AMENDMENT TO
SOLANO COUNTY STANDARD CONTRACT #2016-704**

This Second Amendment to Solano County Standard Contract #2016-704 ("Second Amendment"), is entered into as of December 1, 2018, between the County of Solano, a political subdivision of the State of California, for the benefit of First 5 Solano Children and Families Commission, ("Commission"), and Fighting Back Partnership ("Contractor").

1. The parties entered into a contract, known as contract #2016-704, dated July 1, 2016 ("Agreement"), for Contractor to provide family strengthening support services.

2. The parties amended the Agreement on July 1, 2018 to increase the compensation.

3. Commission and Contractor now desire to amend the Agreement a second time to extend the term for one year and to increase the compensation by \$120,000.

NOW THEREFORE, the Agreement is amended as follows:

A. Section 2 of the Agreement is deleted and replaced in its entirety with the following:

- The Term of this Contract is July 1, 2016 – December 31, 2019

B. Section 3 of the Agreement is deleted and replaced in its entirety with the following:

The maximum amount of this Contract is \$602,604 total:

- Up to \$211,302 for the period of 7/1/2016 – 6/30/2017 for FRC coordination activities
- Up to \$211,302 for the period of 7/1/2017 – 6/30/2018 for FRC coordination activities
- Up to \$120,000 for the period of 7/1/2018 – 6/30/2018 for FRC coordination activities
- Up to \$60,000 for the period of 7/1/2019 – 12/31/2019 for FRC coordination activities

C. Scope of Work (Exhibit A) is deleted and replaced in its entirety with Exhibit A-1, which is attached here and incorporated into this Second Amendment.

D. Exhibit B for FY2018/19 is deleted and replaced with Exhibit B-2 which is attached to and incorporated.

E. Except as expressly set forth in this Second Amendment, the terms and conditions of the Agreement shall remain unchanged.

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

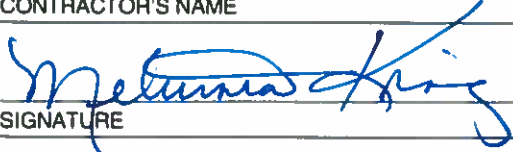


CONTRACTOR	COUNTY OF SOLANO
Fighting Back Partnership CONTRACTOR'S NAME	
 SIGNATURE	BIRGITTA E. CORSELLO COUNTY ADMINISTRATOR TITLE
Melvinia King, Executive Director PRINTED NAME AND TITLE	Approved as to Content:  DEPARTMENT HEAD OR DESIGNEE
505 Santa Clara Street, 3 rd Floor ADDRESS	Approved as to Form:  COUNTY COUNSEL
Vallejo CA 94590 CITY STATE ZIP CODE	601 Texas Street, Suite 210 Fairfield, CA 94533

EXHIBIT A-1 SCOPE OF WORK

AGENCY/PROGRAM NAME:	Fighting Back Partnership – Family Strengthening Services	FY2018/19
GOAL: What are 1-2 primary goals of your program?	Provide comprehensive neighborhood-based services designed to ensure measurable improvements for “high-risk” families, such as those experiencing/at-risk of child neglect or abuse, poverty, family violence, substance abuse, homelessness or other pressing family needs.	Links to FIRST 5 Solano Strategic Plan Goal 5: All families are safe, stable, and self-sufficient Goal 6: All families and primary caregivers support their children's development

Activity	TASKS	SERVICE COUNTS		OUTCOME
<i>What broad category (ex: parent education, case management, home visiting, etc.) are you performing?</i>	<i>What services, events and other actions make up the program?</i>	<u># Served:</u> The counts of services provided (to unduplicated clients) and people served over the course of the program. <u>Service Unit Type/Length of Time:</u> The level of services rendered (how often and how long).		<u>Outcome:</u> The percentage and number of people for whom the program will affect a desired change. The required percentage must be met regardless of total number served.
	Tasks Within Activity	# Served	Service Unit Type/Length of time	Outcome
Activity 1 Case Management	1. Provide case management services, i.e. referrals to services; one-on-one application assistance with follow-up, case conferencing, etc. to high risk families. Clients receiving case management will be assessed with the Family Development Matrix (FDM) and Protective Factors Survey (PFS)	180 families	1 to 1.5 hours per visit and a minimum of 2 visits provided through a combination of office visits, home visits, and group workshops	60% (108) of families served will remain stable or improved in the FDM domains of Parent/Child Relationships, Financial Stability, and Community Engagement 60% (108) of families served will show improvement in the Post-PFS in Family Functioning/ Resiliency Questions 1-5

Activity 2 Basic Needs:	2. Provide clients with resources to address basic needs, including activities focused on preventing homelessness and providing homeless families shelter resources	160 families	1 to 2 hours (or more) per resource	25% (40) of families entering the program at risk of homelessness or homeless will transition to stable housing and remain stable for 90 days
Activity 3 Financial Counseling:	3. Provide clients with financial counseling services, including developing a budget and promoting asset building through a savings plan and/or account.	40 families	1 to 1.5 hours per visit and a minimum of 2 visits	50% (20) of families served develop and maintain a household budget 50% (20) of families served have/open a family savings account

AGENCY/PROGRAM NAME:	Fighting Back Partnership – Family Strengthening Services	FY2019/20
GOAL: What are 1-2 primary goals of your program?	Provide comprehensive neighborhood-based services designed to ensure measurable improvements for “high-risk” families, such as those experiencing/at-risk of child neglect or abuse, poverty, family violence, substance abuse, homelessness or other pressing family needs.	Links to FIRST 5 Solano Strategic Plan Goal 5: All families are safe, stable, and self-sufficient Goal 6: All families and primary caregivers support their children’s development

Activity	TASKS	SERVICE COUNTS		OUTCOME
What broad category (ex: parent education, case management, home visiting, etc.) are you performing?	What services, events and other actions make up the program?	# Served: The counts of services provided (to unduplicated clients) and people served over the course of the program. Service Unit Type/Length of Time: The level of services rendered (how often and how long).		Outcome: The percentage and number of people for whom the program will affect a desired change. The required percentage must be met regardless of total number served.
	Tasks Within Activity	# Served	Service Unit Type/Length of time	Outcome
Activity 1 Case Management	1. Provide case management services, i.e. referrals to services; one-on-one application assistance with follow-up, case conferencing, etc. to high risk families. Clients receiving case management will be assessed with the Family Development Matrix (FDM) and Protective Factors Survey (PFS)	90 families	1 to 1.5 hours per visit and a minimum of 2 visits provided through a combination of office visits, home visits, and group workshops	60% (54) of families served will remain stable or improved in the FDM domains of Parent/Child Relationships, Financial Stability, and Community Engagement 60% (54) of families served will show improvement in the Post-PFS in Family Functioning/ Resiliency Questions 1-5

Activity 2 Basic Needs:	2. Provide clients with resources to address basic needs, including activities focused on preventing homelessness and providing homeless families shelter resources	80 families	1 to 2 hours (or more) per resource	25% (20) of families entering the program at risk of homelessness or homeless will transition to stable housing and remain stable for 90 days
Activity 3 Financial Counseling:	3. Provide clients with financial counseling services, including developing a budget and promoting asset building through a savings plan and/or account.	20 families	1 to 1.5 hours per visit and a minimum of 2 visits	50% (10) of families served develop and maintain a household budget 50% (10) of families served have/open a family savings account

EXHIBIT B-2
CONTRACTOR BUDGET FY2018/19 (Year 3)

Line Item	FTE	FIRST 5 Solano	Other Sources	Total
Personnel				
Director				
\$30.11/hour x 6 months	.05	\$3,132		\$3,132
FRC Manager				
\$26.00/hour x 6 months	.15	\$8,112		\$8,112
Program Support Specialist				
\$18.11/hour x 6 months	.2	\$7,534		\$7,534
Case Manager				
\$18.11/hour x 6 months	.5	\$18,834		\$18,834
Case Manager				
\$17.41/hour x 6 months	.5	\$18,106		\$18,106
Case Manager				
\$17.41/hour x 6 months	.25	\$9,054		\$9,054
Benefits @ 27%		\$17,490		\$17,490
Subtotal Personnel		\$82,262		\$82,262
Operating Expenses				
Basic Needs				
		\$12,486		\$12,486
Equipment		\$800		\$800
IT Support		\$700		\$700
Office Supplies/Materials		\$1000		\$1000
Postage/Mailing/Copying		\$850		\$850
Telephone/Communications		1100		1100
Travel/Training/Conferences		\$1000		\$1000
AmeriCorps Member		\$4,150		\$4,150
Subtotal Operating Expenses		\$22,086		\$22,086
Indirect Costs				
15% of Direct Costs		\$15,652		\$15,652
Grand Total Expenses		\$120,000		\$120,000

EXHIBIT B-2
CONTRACTOR BUDGET FY2019/20 (Year 4)

Line Item	FTE	FIRST 5 Solano	Other Sources	Total
Personnel				
Director				
\$30.11/hour x 6 months	.05	\$1,566		\$1,566
FRC Manager				
\$26.00/hour x 6 months	.15	\$4,056		\$4,056
Program Support Specialist				
\$18.11/hour x 6 months	.2	\$3,767		\$3,767
Case Manager				
\$18.11/hour x 6 months	.5	\$9,417		\$9,417
Case Manager				
\$17.41hour x 6 months	.5	\$9,053		\$9,053
Case Manager				
\$17.41hour x 6 months	.25	\$4,527		\$4,527
Benefits @ 27%		\$8,745		\$8,745
Subtotal Personnel		\$41,131		\$41,131
Operating Expenses				
Basic Needs		\$6,243		\$6,243
Equipment		\$400		\$400
IT Support		\$350		\$350
Office Supplies/Materials		\$500		\$500
Postage/Mailing/Copying		\$425		\$425
Telephone/Communications		\$550		\$550
Travel/Training/Conferences		\$500		\$500
AmeriCorps Member		\$2,075		\$2,075
Subtotal Operating Expenses		\$11,043		\$11,043
Indirect Costs				
15% of Direct Costs		\$7,826		\$7,826
Grand Total Expenses		\$60,000		\$60,000

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

Original agreement and first amendment:

[A – Fighting Back Partnership Original Agreement](#)

[B – Fighting Back Partnership First Amendment](#)



Solano County

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

Agenda Submittal

Agenda #:	26	Status:	Consent Calendar
Type:	Resolution	Department:	Health and Social Services
File #:	18-828	Contact:	Gerald Huber, 784-8400
Agenda date:	12/11/2018	Final Action:	
Title:	Adopt a resolution and plaque of appreciation honoring Diana Perry, Office Assistant III, upon her retirement from the Department of Health & Social Services, Special Investigations Bureau, with over 25 years of dedicated service to Solano County		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services (H&SS) recommends that the Board of Supervisors adopt a resolution and plaque of appreciation honoring Diana Perry, Office Assistant III, upon her retirement from the Department of Health & Social Services, Special Investigations Bureau, with over 25 years of dedicated service to Solano County.

SUMMARY/ DISCUSSION:

Diana Perry began her career with Solano County on January 5, 1993 in the District Attorney's, Office, Criminal Bureau, as a Clerical Support Specialist. In August 1999, she was promoted to a Legal Secretary in the District Attorney's Office, Family Support Division. In April 2000, Ms. Perry was promoted to an Office Assistant III in the Department of Health and Social Services (H&SS) starting in the Employment and Eligibility Division before transferring to the Special Investigations Bureau (SIB) in February 2002.

Ms. Perry is a leader among her peers. She has efficiently managing her caseload and has consistently been the highest producer in the SIB clerical unit, producing quality work and continuously demonstrating her knowledge and understanding of the SIB clerical unit's processes and procedures. For several years Ms. Perry served as the SIB California Law Enforcement Telecommunications System (CLETS) operator, running checks and relaying information to the Welfare Fraud Investigators in the field. Ms. Perry also served on the H&SS Safety Committee.

Ms. Perry demonstrates professionalism, exceptional organizational skills and an outstanding work ethic. Ms. Perry handles a large number of phone calls from members of the public and is skilled at effectively addressing calls, answering questions and explaining matters to callers. Ms. Perry has been a great asset to Solano County H&SS and SIB.

FINANCIAL IMPACT:

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

ALTERNATIVES:

The Board could choose not to adopt this resolution and plaque of appreciation. This is not recommended because this is an opportunity to recognize Ms. Perry for her dedication and service to Solano County.

OTHER AGENCY INVOLVEMENT:

There is no other agency involvement.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2018 -

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
HONORING DIANA PERRY, OFFICE ASSISTANT III, UPON HER RETIREMENT
FROM THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES
SPECIAL INVESTIGATIONS BUREAU WITH OVER 25 YEARS OF DEDICATED SERVICE
TO SOLANO COUNTY**

WHEREAS, Diana Perry was hired as a Clerical Support Specialist on January 5, 1993, in the District Attorney's Office, Criminal Bureau, assigned to Criminal Investigations and the Solano County Narcotic Enforcement Task Force (Sol-NET); and

WHEREAS, on August 22, 1999, Ms. Perry was promoted to Legal Secretary in the District Attorney's Office, Family Support Division; and

WHEREAS, on April 30, 2000, Ms. Perry was promoted to an Office Assistant III in the Department of Health and Social Services in the Employment and Eligibility Division and on February 17, 2002 transferred to the Special Investigations Bureau providing clerical support to all units within the Special Investigations Bureau; and

WHEREAS, Ms. Perry has been a leader among her peers where she has efficiently managed her caseload and consistently been the highest producer in Special Investigations Bureau, Clerical Unit, producing quality work and demonstrating her knowledge and understanding of processes and procedures; and

WHEREAS, Ms. Perry has served as the SIB California Law Enforcement Telecommunications System (CLETS) operator, running checks and relaying information to the Welfare Fraud Investigators in the field and has served for many years on the Department of Health and Social Services Safety Committee; and

WHEREAS, Ms. Perry has been a highly respected and valued member of the Department of Health and Social Services, Special Investigations Bureau; and

WHEREAS, Ms. Perry is retiring on December 29, 2018 after more than 25 years of outstanding and dedicated service to the Solano County Department of Health and Social Services.

NOW, THEREFORE, BE IT RESOLVED, the Solano County Board of Supervisors hereby expresses its sincere appreciation and gratitude to Diana Perry and wishes her a long, healthy and happy retirement.

Dated this 11th day of December, 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
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Agenda Submittal

Agenda #:	27	Status:	Consent Calendar
Type:	ATR	Department:	Health and Social Services
File #:	18-830	Contact:	Gerald Huber, 784-8400
Agenda date:	12/11/2018	Final Action:	
Title:	Approve an Appropriation Transfer Request of \$248,130 to recognize unanticipated revenue for FY2018/19 from the California Department of Social Services for the CalWORKs Home Visiting Initiative, Healthy Families Solano Program FY2018/19 (4/5 vote required)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:			

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health & Social Services (H&SS) recommends that the Board approve an Appropriation Transfer Request (ATR) of \$248,130 to recognize unanticipated revenue for FY2018/19 from the California Department of Social Services (CDSS) for the CalWORKs Home Visiting Initiative (HVI), Healthy Families Solano Program (HFS) FY2018/19 (4/5 vote required).

SUMMARY:

Solano County H&SS has successfully implemented the HFS Program for more than five years. The HFS Program provides intensive home visiting services to pregnant and parenting women and their families in Solano County. Effective January 1, 2019, Assembly Bill 1811 (Chapter 35, Statutes of 2018) appropriated State funding for the HVI program. Subject to an appropriation in annual State Budget Acts, CDSS will continue to award funds to participating counties who apply biennially and meet the minimum requirements.

On July 31, 2018, California Department of Social Services (CDSS) announced the release of a Request for County Plan for the CalWORKs HVI to county agencies who are currently implementing evidence-based home visiting programs. H&SS applied for the initial Solano County allocation of \$248,130 for the term of January 1, 2019 through June 30, 2019 and the allocation of \$496,260 for FY2019/20. The allocations for both FY2018/19 and FY2019/20 may increase as funds initially allocated to counties who do not choose to participate will be redistributed. Subject to annual appropriations, this funding is ongoing and will be available in three-year cycles beginning FY2020/21. Additionally, the Division of Employment & Eligibility Services will receive a one-time augmentation in a yet to be determined amount to the CalWORKs Single Allocation from California Department of Social Services for opting in and collaborating with the Solano County Public Health Division for the CalWORKs HVI.

Public Health Division, Maternal, Child and Adolescent Health Bureau submitted a plan for the CalWORKs HVI, HFS Program on September 28, 2018. If approved by the Board, Solano County HFS will have an opportunity to expand case management services to pregnant and parenting CalWORKs clients in Solano County.

FINANCIAL IMPACT:

If approved by the Board, the CDSS will provide Solano County \$248,130 in FY2018/19 and \$496,260 in FY2019/20 for the HFS Program to provide home visitation services to CalWORKs clients. There is no required County General Fund match for this new program. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

DISCUSSION:

Healthy Families America (HFA) is a nationally recognized evidence-based home visiting program under the Prevent Child Abuse America Organization. HFS successfully received affiliation in December 2012 and obtained accreditation in April 2015 after successfully meeting rating standards on all 152 elements. Public Health Division, Maternal, Child and Adolescent Health Bureau has successfully implemented HFS, providing services to high-risk pregnant Medi-Cal eligible women promoting parent-child interaction; monitoring child growth and development; and assessing and linking to health care and community resources.

The purpose of the HVI is to support positive health, development, and well-being outcomes for pregnant and parenting women, families, and infants born into poverty, expanding their future educational, economic, and financial capability opportunities and improving the likelihood they will exit poverty. The pairing of evidence-based home visiting with CalWORKs provides an opportunity to connect parents with necessary resources, improve their parenting skills and ensure that their children have a safe and nurturing environment that allows them to thrive and grow.

HFS has demonstrated long-term capacity to successfully implement interventions which meet the HFA model fidelity and the new CalWORKs HVI criteria. In the five-years that HFS Solano has operated, the program has served 272 pregnant and postpartum women, their families and newborns. During this same period, 99% of pregnant women attended prenatal care appointment. Additionally, 93% of newborns were born at a healthy weight (5.8+ pounds); 90% were born at 37 weeks of pregnancy or later; and 97% of infants received timely immunizations. The HFA program model embodies an infant mental health approach, with the belief that early, nurturing relationships are the foundation for life-long, healthy development. This approach impacts school readiness, prevents adverse childhood experiences, improves family functioning and family self-sufficiency, and long-term impacts on community health.

In FY2018/19, H&SS will use existing resources to set up the infrastructure for the CalWORKs HVI under the HFS Program, including serving an additional 20 pregnant and postpartum women, newborns and their families. In FY2019/20, the first full year of expanded operation, HFS will serve additional 50-75 pregnant and postpartum women, newborns and their families.

The additional funds for the HFS Program will increase service capacity to specifically serve CalWORKs pregnant and parenting women, families, and infants born into poverty. The additional and ongoing HVI funding will support the Department's request to delete 1.0 Full Time Equivalent Public Health Nurse and add one 1.0 Full Time Equivalent Health Assistant which will be submitted with the FY2019/20 Requested Budget. The Health Assistant will provide case management and home visits..

ALTERNATIVES:

The Board may choose not to approve this ATR to accept CDSS HVI program funds. This is not recommended as the additional funding will increase services for pregnant and parenting women, families, and infants born into poverty in Solano County.

OTHER AGENCY INVOLVEMENT:

Solano County H&SS' Public Health Division and Employment and Eligibility Division worked collaboratively on the application to CDSS. H&SS worked with the County Administrator's Office on the grant application approval for Healthy Families Solano. Solano County Health & Social Services, Public Health Division will continue to work with partners in the BabyFirst Solano collaborative to expand Healthy Families Solano services and continue to address the needs of high-risk pregnancies in Solano County.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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Agenda Submittal

Agenda #:	28	Status:	Consent Calendar
Type:	Report	Department:	Health and Social Services
File #:	18-834	Contact:	Gerald Huber, 784-8400
Agenda date:	12/11/2018	Final Action:	
Title:	Approve the Mental Health Services Act (MHSA) FY2018/19 Annual Update for mental health services rendered in FY2017/18 as required by law		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Link to MHSA Update		

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

Public Hearing Required? Yes ☒ No ☐

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services (H&SS) recommends that the Board approve the Mental Health Services Act (MHSA) FY2018/19 Annual Update for mental health services rendered in FY2017/18 as required by law.

SUMMARY:

On January 24, 2017, the Board approved the FY2017-FY2020 MHSA Three-Year Integrated Plan (Plan) which provides a comprehensive approach to strengthening the local public mental health system and directs funding to support programs and services that serve County residents with mental illness. Counties are required to report progress through an annual update to the Plan. The FY2018/19 MHSA Annual Update provides a detailed summary of the first fiscal year of the Plan implementation for services rendered during FY2017/18.

In accordance with Title 9 of California Code of Regulations, Sections 3300 and 3315, the MHSA Annual Update was developed with community stakeholder input and information gathered from seven stakeholder meetings held in Fairfield for the opening and closing sessions and in Benicia, Vallejo, Vacaville, Dixon and Rio Vista for the remaining sessions. All of the sessions took place during September 6-17, 2018. On October 17, 2018, the Annual Update was posted online for a mandatory 30-day public review and comment period. A final public hearing was held on November 13, 2018 by the Local Mental Health Advisory Board (MHAB) to review the Annual Update and MHAB recommended that the document be presented to the Board of Supervisors for approval.

Throughout the attached FY2018/19 MHSA Annual Update, numerous success stories associated with MHSA programs have been included to highlight some of the positive outcomes as a result of MHSA funded programming. MHSA funded programs strive to: provide community education and stigma reduction; reduce

suicides in our community; provide prevention services for individuals before they become very ill; provide evidence-based treatment services anchored in the values of wellness and recovery for individuals with serious mental illness; secure housing for individuals who are seriously and persistently mentally ill; and reduce high cost inpatient hospitalizations and involvement with the criminal justice system.

FINANCIAL IMPACT:

All programs and services provided in FY2017/18 and reported on in the FY2018/19 MHSA Annual Update were funded through MHSA and revenues generated through Medi-Cal billing. The total expenditures for MHSA programs for FY2017/18 was \$26,068,553 of which \$19,630,632 was MHSA funded. The remaining expenditures in the amount of \$6,437,921 were primarily funded through federal Short Doyle Medi-Cal and third-party payors. No County General Fund was used for MHSA expenditures. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

DISCUSSION:

In November 2004, California voters passed Proposition 63, which imposes a one percent income tax on personal income in excess of \$1 million to provide funding to support County mental health programs. There are five components of MHSA: Prevention and Early Intervention (PEI); Community Services & Supports (CSS), Innovation (INN); Workforce Education and Training (WET); and Capital Facilities and Technological Needs (CFTN). MHSA programs address a broad continuum of prevention, early intervention, and direct services along with the necessary infrastructure, technology and training elements to effectively support the mental health system. Counties administer MHSA programs and are required to create and implement, with the local community, three-year integrated plans. Counties are also required to provide annual updates to the State and constituents regarding the implementation and progress of the current three-year integrated plan.

Below are Solano County highlights for the five MHSA components, which can be found in the FY2017/2018 Annual Update:

Prevention and Early Intervention (PEI) - this component focuses on preventing mental illness from becoming severe and disabling for consumers of all ages and also includes the County's Suicide Prevention and Stigma and Discrimination Reduction efforts. FY2017/18 PEI key highlights and achievements include:

- 2,740 individuals received prevention services, screening and/or training, through the Early Childhood Program which serves children ages 0-5 and their parents/caretakers.
- 1,883 individuals received prevention services, parent/teacher trainings and/or student workshops, through the School-Based Mental Health Services programs, and 165 students K-12 received early intervention treatment services.
- 265 individuals received prevention services, screening and/or training, through the Early Intervention Psychosis program, and 43 individuals and their families received early intervention treatment services.
- 1,481 individuals received prevention services, screening and/or training, through the two Older Adult Programs, and 143 older adults received early intervention treatment services.
- 107 county staff and community partners attended 5 suicide prevention trainings.
- 1,133 individuals received prevention services, outreach, social/support groups, through the Lesbian, Gay, Bisexual, Transgender, Questioning (LGBTQ) Outreach & Access program, and 36 individuals received early intervention treatment services.
- 765 individuals received prevention services, peer and family support groups, through the National Alliance on Mental Illness (NAMI).
- 877 individuals received prevention services, trainings and consultation, through the African American

Faith-Based Initiative Mental Health Friendly Communities (MHFC) program.

Community Services and Supports (CSS) - this component provides intensive services for children with serious emotional disturbance and adults with persistent and severe mental illness and at least 51% of the funding must be allocated to the provision of Full Service Partnership (FSP) programs. FY 2017/18 CSS key highlights and achievements include:

- A total of 549 consumers were served in the County and contractor operated Full Services Partnership (FSP) Programs, including 9 children ages 0-5, 178 children ages 6-18, 97 transitional aged youth, 233 adults, and 35 older adults.
- 45 homeless mentally ill consumers were served by the Caminar HOME (homeless mentally ill) FSP program, 107 mentally ill offenders were served by the county-operated forensic FSP program, and 12 commercially sexually exploited children/youth (CSEC) consumers were served by the transition age youth (TAY) FSP program.
- With nearly 3000 admissions, 1,622 individuals were served by the Crisis Stabilization Unit (CSU) contributing to the reduction of inpatient hospitalizations.
- 200 adults were served by the Relapse Prevention and Crisis Aftercare program.
- 339 consumers and/or family members were served by the County-operated Wellness & Recovery Unit and 651 adult consumers were served through the two Wellness and Recovery Centers operated in Fairfield, Vacaville, and Vallejo.
- 23 consumers received vocational rehabilitation services through the Cooperative Employment Program.
- The Mentally Ill Offender Crime Reduction (MIOCR) Re-entry program served 102 mentally ill offenders.
- County Outreach Clinicians provided 41 outreach activities to Latino community members and 38 outreach activities to Filipino community members.
- The Homeless TAY Homeless Youth Outreach Clinician conducted 36 outreach activities and served 62 unduplicated homeless youth. 229 individuals received housing support through -shelter housing, urgent respite housing, transitional housing, and/or permanent housing.

Innovation (INN) - this component provides funding for counties to pilot innovative programs and services to enhance public mental health systems. In FY2014/15, the Board along with the California Mental Health Services Oversight and Accountability Committee (MHSOAC) approved the County's Innovation Component Plan to implement the Mental Health Interdisciplinary Collaboration and Cultural Transformation Model (ICCTM) interagency Collaboration Project with U.C. Davis, Center for Reducing Health Disparities (CRHD). The project aims to increase access to culturally and linguistically appropriate services for the County's specific underserved populations with low mental health service utilization rates: the Latino, Filipino, and LGBTQ communities. U.C. Davis CRHD and Solano County began implementation of the project in January 2016. FY2017/18 INN key highlights and achievements include:

- 37 individuals participated in two Culturally and Linguistically Appropriate Services (CLAS) training cohorts.
- A total of 8 quality improvement (QI) action plans were developed by CLAS cohorts 1 and 2. Of these QI action plans 4 focused on outreach/stigma reduction efforts and 4 concentrated on workforce development or mental health career pipelines.
- A total of 7 coaching sessions were held for CLAS cohorts 1 and 2 during the reporting period.
- UC Davis CRHD provided the following reports which are posted on the county website at: <http://www.solanocounty.com/depts/mhs/cc.asp>
 - *Mental Health Statistics Improvement Program Results for Youths and Families Population;*
 - *Mental Health Statistics Improvement Program Results for Adult and Older Adult Population;*

- *Latino Voices: Community Narratives about Mental Health in Solano County;*
- *Filipino-American Voices: Community Narratives about Mental Health in Solano County;*
- *LGBTQ Voices: Community Narratives about Mental Health in Solano County.*

Workforce Education and Training (WET) - this component provides countywide training and skills building for the local mental health workforce and partnering professionals. FY2017/18 WET key highlights and achievements include:

- 24 Peace Officers from the Solano County Sheriff's Department and local police departments received Crisis Intervention Team (CIT) Training.
- 35 Clinical staff and supervisors attended an Eating Disorder training, which provided an overview of how to identify the disorder.
- One intern was provided a stipend during the reporting period.

Capital Facilities and Technological Needs (CFTN) - this component provides funds for the acquisition and renovation of facilities, including housing with supportive services for the mentally ill. CFTN also provides funding for electronic health information systems. FY 2017/18 CFTN key highlights and completed projects include:

- Completion of the safety measures for ePrescribing of controlled substances.
- Training and implementation of the Data Analytics/Key Performance Indicators (KPI) Dashboard.

Programs are developed or expanded based upon the needs identified across the community. As the Behavioral Health division evaluates financial resources over the next two years, the following input guides the priorities:

- Implement a Mobile Crisis program.
- Increase mental health services in local schools.
- Increase trauma-informed care.
- Increase services for older adults.
- Increase services for seriously mentally ill population.
- Increase prenatal/postpartum services.
- Expand case management support for adult consumers.
- Expand vocational employment services.
- Increase support for Commercially Sexually Exploited Children/Youth (CSEC).
- Provide training for the treatment of consumers with mental health and co-occurring developmental delays.

ALTERNATIVES:

The Board may choose not to approve the MHSA FY2018/19 Annual Update. This is not recommended as the update has been developed in accordance with the provisions of the MHSA, including significant community and stakeholder input, and the Mental Health Advisory Board. Not approving the Annual Update report would result in not meeting state mandates and could inadvertently put future MHSA funds at risk.

OTHER AGENCY INVOLVEMENT:

The MHSA FY2018/19 Annual Update was developed in collaboration with community MHSA stakeholders which included, consumers, family members, county and community-based providers, law enforcement, local

educational agencies, veterans, faith-based organizations, and the local Mental Health Advisory Board.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

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

A - [FY18-19 MHSA Annual Update](#)



Solano County

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

Agenda Submittal

Agenda #:	29	Status:	Consent Calendar
Type:	Resolution	Department:	Sheriff's Office
File #:	18-867	Contact:	Angelica Russell, 784-7064
Agenda date:	12/11/2018	Final Action:	
Title:	Adopt a resolution approving the annual application and participation in the upcoming FY2019/20 Boating Safety and Enforcement Financial Aid Program Grant in the amount of \$317,133; and Authorize the Sheriff or his designee to sign the Boating Safety and Enforcement Financial Aid Program Contract, administer the grant and sign associated amendments, operational contracts and reimbursement claims		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Sheriff recommends that the Board of Supervisors:

1. Adopt a resolution approving the annual application and participation in the upcoming FY2019/20 Boating Safety and Enforcement Financial Aid Program Grant in the amount of \$317,133; and
2. Authorize the Sheriff or his designee to sign the Boating Safety and Enforcement Financial Aid Program Contract, administer the grant and sign associated amendments, operational contracts and reimbursement claims.

SUMMARY:

The Solano County Sheriff's Office operates a highly successful Marine Patrol program. To support the operations of the program, the Sheriff annually applies for grant funds from the California Department of Parks and Recreation, Division of Boating and Waterways (DBW) Boating Safety and Enforcement Financial Aid Program Grant. The grant funds support boating safety and enforcement activities on the County's waterways. Solano County has received these funds for over 20 years and continues to be eligible because the cost of boating safety and enforcement activities exceeds actual vessel taxes collected by the County. Upon completion of the annual application which includes the attached resolution to be approved by the Board, the Sheriff's Office is eligible to receive \$317,133 in funding from DBW for FY2019/20.

FINANCIAL IMPACT:

The Solano County Sheriff's Office is eligible to receive \$317,133 from DBW to offset program expenses of

the Sheriff's Marine Patrol. Revenue from personal property taxes on vessels and General Fund appropriations also sustain Marine Patrol operations. California Harbors and Navigation Code §663.7 governing the grant requires that the County first expend all funds received from personal property taxes on recreational boats registered in the County on the boating safety and enforcement program before receiving financial aid from the State. All aid received must be spent on boating safety and enforcement and will be disbursed on a reimbursement basis. The Sheriff's Marine Patrol revenue and expenditures, including the financial aid from DBW, will be included in the Sheriff's FY2019/20 Requested Budget. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget

DISCUSSION:

The Boating Safety and Enforcement (BS&E) Financial Aid Program was established in 1969 by Assembly Bill 1827, which became Section 663.7 of the Harbors and Navigation Code (H&N) once enacted. Section 6593 of the California Code of Regulations (CCR) was developed in 2002 to further implement this program.

The purpose of the BS&E Financial Aid Program is to provide State financial aid to local governmental agencies whose waterways have high usage by boaters and an insufficient tax base to fully support a boating safety and enforcement program. The program is intended to augment existing local resources for boating safety and enforcement activities and is not intended to fully fund BS&E programs. Solano County has been participating in the program since FY1996/97.

The Sheriff's Marine Patrol is a highly successful law enforcement program. The main purpose of the program is to provide public safety and resources to recreational boaters and commercial vessels operating on Solano County waterways; and to promote safe boating and save lives through accident prevention. Marine Patrol performs random boating safety inspections and security checks of bridges and other potential terrorist targets, assists stranded boaters, conducts accident investigations, assists in search and rescue/recovery missions, and issues warnings/citations or makes arrests when warranted. The Sheriff's Marine Patrol also provides mutual aid to Sacramento, Yolo, and Contra Costa Counties.

California Code of Regulations, Title 14, §6593.4 specifically states that the Board must approve a resolution authorizing a person to sign the contract and the reimbursement forms. It is recommended that the Sheriff be authorized to sign the contract and authorize the Sheriff, Undersheriff and Director of Administrative Services to sign these documents pertaining to this grant.

ALTERNATIVES:

The Board can choose not to participate in the program; however, this alternative is not recommended. Nonparticipation will result in the loss of \$317,133 in grant funding necessary to effectively administer boating safety, enforcement and rescue on County waterways. The grant funding will be obligated to other Counties and no longer available to Solano County.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2018 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
APPROVING PARTICIPATION IN THE CALIFORNIA DEPARTMENT OF PARKS AND
RECREATION, DIVISION OF BOATING AND WATERWAYS,
FINANCIAL AID PROGRAM FOR FISCAL YEAR 2019/20**

Whereas, the County of Solano wishes to provide effective boating safety education and law enforcement in the waterways of the County as described in Title 14, California Code of Regulations, Section 6593 et. seq.; and

Whereas, on approval of the California State budget for fiscal year 2019/20, the California Department of Parks and Recreation, Division of Boating and Waterways, intends to award the Solano County Sheriff's Office aid in the amount not to exceed \$317,133 as will be set forth in a Contract for the purpose; and

Whereas, the Solano County Board of Supervisors supports the application and contracting with the Boating Safety and Enforcement Financial Aid Program.

Resolved, the Solano County Board of Supervisors approves the participation of Solano County in the Boating Safety and Enforcement Financial Aid Program and authorizes the Sheriff, Undersheriff and Director of Administrative Services to sign the application, contract for said program, amendments, and operational contracts associated with grant administration and reimbursement forms.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on December 11, 2018, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	30	Status:	Consent Calendar
Type:	Resolution	Department:	Sheriff's Office
File #:	18-877	Contact:	Angelica Russell, 784-7064
Agenda date:	12/11/2018	Final Action:	

Title: Adopt a resolution approving participation in the federally funded 2018 Emergency Management Performance Grant for the period of July 1, 2018 through June 30, 2019 and authorizing the Sheriff or his designees to execute any actions necessary to obtain funding through this grant; Approve an Appropriation Transfer Request (ATR) of \$213,748 to recognize the unanticipated revenue from the grant (4/5 vote required); Approve a fixed asset purchase of \$50,000 to replace six interoperable communications multi-band radios; and Authorize the Sheriff or his designees to execute any service contracts and subsequent amendments necessary to fulfill the County's responsibility under the Sheriff's 2018 EMPG Expenditure Plan and which remain within budgeted appropriations

Governing body: Board of Supervisors

District: All

Attachments: A - Resolution, B - Expenditure Plan

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

DEPARTMENTAL RECOMMENDATION:

The Sheriff recommends that the Board of Supervisors:

1. Adopt a resolution approving participation in the federally funded 2018 Emergency Management Performance Grant for the period of July 1, 2018 through June 30, 2019 and authorizing the Sheriff or his designees to execute any actions necessary to obtain funding through this grant;
2. Approve an Appropriation Transfer Request (ATR) of \$213,748 to recognize the unanticipated revenue from the grant (4/5 vote required);
3. Approve a fixed asset purchase of \$50,000 to replace six interoperable communications multi-band radios; and
4. Authorize the Sheriff or his designees to execute any service contracts and subsequent amendments necessary to fulfill the County's responsibility under the Sheriff's 2018 EMPG Expenditure Plan and which remain within budgeted appropriations.

SUMMARY:

The State of California's Office of Emergency Services (Cal OES) annually allocates and administers federal

funds through the State's Emergency Management Performance Grant (EMPG) Program for the purpose of improving emergency management capabilities at the state, local and tribal levels. Cal-OES has allocated to the Solano County Sheriff's Office of Emergency Services (OES) \$213,748 in EMPG funds for the period of July 1, 2018 through June 30, 2019, to strengthen the County's ability to plan for, prevent, protect from, mitigate against, respond to, and recover from emergencies, disasters, crimes and terrorist events.

Since 2003, EMPG funds have been used to support the County's emergency preparedness efforts and this fiscal year EMPG will continue to sustain the operation, equipment acquisition, training and planning needs of the County's emergency preparedness system. The Sheriff's 2018 EMPG Expenditure Plan (Attachment B) includes: continued employment of an extra-help Emergency Services Technician position to assist in the daily activities and operations of emergency management; continued employment of an extra-help Special Project Manager to assist with the inventory management system and training in grant administration; 0.15 FTE of an existing Sheriff's Accountant to assist with the financial and reporting activities of administering the grant; subscription enterprise licensing for the County's emergency communications system; the purchase of updated radio equipment to assist in the response to and recovery from emergencies; the hiring of a consultant to provide ongoing training to emergency responders; and advertisements to raise the public's awareness of disaster preparedness.

FINANCIAL IMPACT:

The EMPG Program requires a fifty percent (50%) cash or in-kind match. Solano County's match requirement is \$106,874 and the Sheriff intends to fulfill the match obligation via in-kind services with the FY2018/19 salary and benefit costs of the Emergency Services Manager, the Emergency Services Coordinator, the OES Emergency Services Technician, part of the OES Accountant and OES volunteer eligible hours. The Appropriation Transfer Request will increase appropriations by \$213,748 to improve emergency response capabilities and are entirely offset with unanticipated EMPG revenue. There are no anticipated costs to the General Fund.

Grant expenditures will be reimbursed quarterly by Cal OES and will not significantly impact the Fund's cash flow. The cost associated with preparing the agenda item is nominal and absorbed by the department's FY2018/19 Adopted Budget.

DISCUSSION:

Under Section 662 of the *Post Katrina Emergency Management Reform Act* (6 U.S.C. § 762) and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (42 U.S.C. §§ 5121 et seq.), federal funds are provided to assist state, local, tribal and territorial governments in preparing for all hazards. Title VI of the *Stafford Act* authorizes the Federal Emergency Management Agency (FEMA) to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly between the federal government and the states and their political subdivisions.

The County has been participating in the EMPG program for more than 15 years. This year EMPG will continue to support the County's emergency management capabilities and the projects will sustain and improve the training, education, and equipment needs of the County. The projects chosen for funding this year were developed by OES based on OES' assessment and prioritization of operational needs, including those of members of the Emergency Operations Center (EOC) and volunteer response teams. A detailed description is enumerated below:

\$28,000 to continue to fund an extra-help Emergency Services Technician to assist the full-time OES Emergency Services Technician with the maintenance and movement of grant-funded equipment and support staff who plan and coordinate training programs. OES has utilized 1 part-time, extra-help

Emergency Services Technician continuously since November 2010 and EMPG has funded this position. As the responsibilities of OES continue to intensify, this position has become more critical to the successful operation and preparedness of the EOC.

\$12,000 to continue to fund an extra-help Special Project Manager to provide assistance and training to transition grant management and administration to a Sheriff's Accountant, validate all grant equipment in the inventory management system, as well as maintain inventory of all grant purchased equipment as required by Federal Regulations, Title 2 Part 200 Section 200.313 - Equipment. Validation of inventory requires an ongoing review of all previous grant awards and financial management workbooks.

\$10,687 to fund 0.15 FTE of an existing Sheriff's Accountant to manage and administer grants awarded to Solano County. The duties of this position include, but are not limited to, building and/or modifying grant workbooks, requesting reimbursements, purchasing equipment, and completing asset inventory responsibilities.

\$59,900 to purchase the annual subscription enterprise licensing for the County's Emergency Communications System (Everbridge) that will provide state and local governments with a unified critical communication suite to be better prepared, make better decisions, and respond quickly and confidently during disruptive events. Everbridge is a web-based proprietary software application suite that includes the following modules: Mass Notification; Community Engagement; Alerting for Public Safety Employees; and Incident Management. Everbridge can be utilized for a multitude of notification applications and is the foundation for Solano County's Unified Mass Notification System ("Alert Solano"). Beginning in 2020, the amount the County pays for this service will be reduced considerably as it will be based on population.

\$33,161 to contract for consultant services to conduct a Homeland Security Exercise and Evaluation Program focusing on the County and Cities' EOCs. The exercise will evaluate communications and coordination of disaster response throughout the County and will also be used to test the County's Emergency Operations Plan. The capabilities and scenario will be identified by an exercise planning team made up of County and City staff and led by the contracted consultant.

\$5,000 to support the day-to-day operations of the EOC including the purchase of supplies.

\$50,000 to purchase six replacement fixed asset portable radios as the radios being replaced are approaching the end of useful life and will no longer be serviceable by the vendor. New radios will feature multi-band over single-band and will be compatible with the proposed 700MHz Fairfield/Vacaville radio project as well as Solano's VHF radio system. New portable radios will be available for emergency operations and sign out for mutual aid responses and special events requiring multi-band equipment.

\$15,000 to create and present disaster preparedness advertisements to the general public. Cal-OES requires that all grantees use a portion of the grant funds for public announcements and preparedness advertisements.

ALTERNATIVES:

The Board of Supervisors could choose not to authorize participation in the program; however, this alternative is not recommended as the County would lose the funding which may negatively impact the County's response to emergencies and disasters.

OTHER AGENCY INVOLVEMENT:

Human Resources was consulted regarding the use of the extra-help Emergency Services Technician and Special Project Manager.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2018 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS APPROVING
PARTICIPATION IN THE 2018 EMERGENCY MANAGEMENT PERFORMANCE
GRANT PROGRAMS AND AUTHORIZING THE SHERIFF, THE UNDERSHERIFF,
DIRECTOR OF ADMINISTRATIVE SERVICES OR THE EMERGENCY SERVICES
MANAGER TO EXECUTE ANY ACTIONS NECESSARY FOR THE PURPOSE OF
OBTAINING FEDERAL FINANCIAL ASSISTANCE THROUGH THE FY2018
EMERGENCY MANAGEMENT PERFORMANCE GRANT**

Whereas, the State of California's Office of Emergency Services annually allocates federal funds administered through the State's Emergency Management Performance Grant Program for the purpose of improving emergency management capabilities at the state, local, and tribal levels to improve preparedness, mitigation, response, and recovery efforts for all hazards; and

Whereas, the Sheriff's Office has prepared the 2018 Emergency Management Performance Grant expenditure plan and submitted an application for funding to the State of California's Office of Emergency Services; and

Whereas, the Sheriff's Office has been notified it is eligible to receive \$213,748 in Emergency Management Performance Grant revenue.

Resolved, the Solano County Board of Supervisors approves the participation of Solano County in the 2018 Emergency Management Performance Grant program for the period of July 1, 2018 through June 30, 2019, and authorizes the Solano County Sheriff, Undersheriff, Director of Administrative Services, and/or Emergency Services Manager to apply for, accept, administer and sign operational contracts, modifications and reimbursements for the FY2018 Emergency Management Performance Grant provided by the Federal Department of Homeland Security and sub-awarded through the State of California.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on December 11, 2018, by the following vote:

AYES: Supervisors _____

NOES: Supervisors _____

EXCUSED: Supervisors _____

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk

2018 EMPG EXPENDITURE PLAN

Extra-Help Emergency Services Technician	\$ 28,000
Extra-Help Special Project Manager	\$ 12,000
Accountant (0.15 FTE)	\$ 10,687
Subscription Enterprise Licensing (Everbridge)	\$ 59,900
OES Emergency Operations Center Exercise and Supplies	\$ 33,161
Emergency Operations Center	\$ 5,000
Interoperable Communications – 6 Portable Radios	\$ 50,000
Communicate Disaster Preparedness to Public	\$ 15,000
GRANT TOTAL	\$213,748



Solano County

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

Agenda Submittal

Agenda #:	31	Status:	Consent Calendar
Type:	Resolution	Department:	District Attorney
File #:	18-863	Contact:	Krishna Abrams, 784-6836
Agenda date:	12/11/2018	Final Action:	
Title:	Adopt a resolution authorizing the Solano County District Attorney's prior submission of a recurring grant proposal to the California Department of Insurance for the investigation and prosecution of automobile insurance fraud; Authorize the District Attorney to accept the award in the amount of \$137,665 for the period ending June 30, 2019; and Approve an Appropriation Transfer Request recognizing \$34,805 in unanticipated grant revenue offset by program expenditures (4/5 vote required)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Grant RFA, B - Award Letters, C - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The District Attorney recommends that the Board of Supervisors:

1. Adopt a resolution authorizing the Solano County District Attorney's prior submission of a recurring grant proposal to the California Department of Insurance for the investigation and prosecution of automobile insurance fraud;
2. Authorize the District Attorney to accept the award in the amount of \$137,665 for the period ending June 30, 2019; and
3. Approve an Appropriation Transfer Request recognizing \$34,805 in unanticipated grant revenue offset by program expenditures (4/5 vote required).

SUMMARY/DISCUSSION:

The District Attorney has operated the Insurance Fraud Program for the past twenty-four years. The dedicated unit is assigned exclusively to the prosecution of automobile insurance fraud and consists of a Deputy District Attorney and an Investigator. Each year the District Attorney submits and receives grant funding from the California Department of Insurance to partially offset program costs.

On December 6, 2016, the Board of Supervisors approved a resolution allowing the District Attorney to execute any grant award agreement, including any amendments or extensions thereof, and for each Fiscal Year thereafter as funding continues to be available for this Program. On June 18, 2018, the District Attorney

submitted the grant application for FY 2018/19. A complete copy of the grant application is attached. This is a recurring grant, and revenue and appropriations were included in the Department's FY 2018/19 budget as instructed in the County Financial Administration of Grants handbook. Approval of this recurring grant will allow the District Attorney's Office to continue to investigate and prosecute crimes involving automobile insurance fraud.

On September 13, 2018, the District Attorney was notified by the Insurance Commissioner that the grant was awarded to Solano County in the amount of \$112,917 for the period ending June 30, 2019. On October 26, 2018, the District Attorney was notified by the Insurance Commissioner that a carryover of \$24,748 in unexpended funds from FY 2017/18 funding was approved for use in FY 2018/19.

FINANCIAL IMPACT:

The financing for this program is derived from monies collected by insurance companies as a surcharge on automobile insurance premiums. These funds are distributed pursuant to Insurance Code Section 1872.8 by the State of California Department of Insurance.

The District Attorney's FY2018/19 grant application requested \$145,031 in funding from the California Department of Insurance. Separately, the District Attorney budgeted \$102,860 for FY2018/19 for the grant, as this amount is in-line with prior year awards. On September 13, 2018, the District Attorney was notified by the Insurance Commissioner that the grant was awarded to Solano County in the amount of \$112,917 for the period ending June 30, 2019. Including the \$24,748 of unspent funding from FY 2017/18, this award is \$34,805 beyond the amount included in the FY2018/19 Adopted Budget.

The District Attorney is therefore recommending approval of an Appropriation Transfer Request recognizing \$34,805 in unanticipated grant revenue offset by program expenditures. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget. There is no anticipated impact to the General Fund.

ALTERNATIVES:

The Board can choose not to adopt the resolution; however, this action is not recommended. Failure to adopt the resolution would result in the loss of approximately \$137,665 in grant funds and a significant impact in the District Attorney's ability to investigate and prosecute automobile insurance fraud.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



**OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SOLANO**

**KRISHNA A. ABRAMS
DISTRICT ATTORNEY**

Sharon S. Henry
Chief Deputy

Paul D. Sequeira
Chief Deputy

Ken Kramer
Chief Investigator

June 18, 2018

California Department of Insurance, Local Assistance Unit
Enforcement Branch Headquarters
2400 Del Paso Road, Suite 250
Sacramento, California 95834

To Whom It May Concern:

Enclosed is a copy of the Automobile Insurance Fraud Program's Request For Application for Fiscal Year 2018-2019, along with an electronic version of the application (CD/DVD). The DAR was submitted online on June 18, 2018. The Solano County Board of Supervisors Resolution will be submitted prior to the December 31, 2018 deadline.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Janice M. Williams,
Deputy District Attorney
Solano County District Attorney's Office
707-784-6830

Cc: file

CALIFORNIA DEPARTMENT OF INSURANCE FRAUD DIVISION



AUTOMOBILE INSURANCE FRAUD PROGRAM

**REQUEST FOR APPLICATION
FISCAL YEAR 2018-2019**

SECTION II APPLICATION AND INSTRUCTIONS

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**GRANT APPLICATION CHECKLIST and SEQUENCE
FISCAL YEAR 2018-2019**

THE APPLICATION MUST INCLUDE THE FOLLOWING:

	<u>YES</u>	<u>NO</u>
1. GRANT APPLICATION TRANSMITTAL (FORM 02) completed and signed by the district attorney?	X	<input type="checkbox"/>
2. PROGRAM CONTACT FORM (FORM 03) completed?	X	<input type="checkbox"/>
3. Original or certified copy of the BOARD RESOLUTION (FORM 04) included? If NOT, the cover letter must indicate the submission date.	<input type="checkbox"/>	X
4. TABLE OF CONTENTS	X	<input type="checkbox"/>
5. The County Plan includes:		
a) COUNTY PLAN QUALIFICATIONS (FORM 05)	X	<input type="checkbox"/>
b) STAFF QUALIFICATIONS (FORM 06(A))	X	<input type="checkbox"/>
c) ORGANIZATIONAL CHART (FORM 06(B))	X	<input type="checkbox"/>
d) PROGRAM REPORT (DAR OR FORM 07)	X	<input type="checkbox"/>
e) COUNTY PLAN PROBLEM STATEMENT (FORM 08)	X	<input type="checkbox"/>
f) COUNTY PLAN PROGRAM STRATEGY (FORM 09)	X	<input type="checkbox"/>
6. Projected BUDGET (FORMS 10-12) included?	X	<input type="checkbox"/>
a) LINE-ITEM TOTALS VERIFIED?	X	<input type="checkbox"/>
b) PROGRAM BUDGET TOTAL (FORM 12) matches amount requested on FORM 02?	X	<input type="checkbox"/>
7. EQUIPMENT LOG (FORM 13) completed and signed?	X	<input type="checkbox"/>
8. JOINT PLAN (Attachment A) completed and signed?	X	<input type="checkbox"/>
9. CONFIDENTIAL CASE DESCRIPTIONS (Attachment B) Is all content readable? A partial narrative is not acceptable.	X	<input type="checkbox"/>
10. ELECTRONIC VERSION (CD/DVD) included?	X	<input type="checkbox"/>

GRANT APPLICATION TRANSMITTAL**AUTOMOBILE INSURANCE FRAUD PROGRAM****Grant Period: July 1, 2018 to June 30, 2019**

Office of the District Attorney, County of Solano,
hereby makes application for funds under the Automobile Insurance Fraud Program
pursuant to Section 1872.8 of the California Insurance Code.

Contact: Jason Aguirre

Address: 675 Texas Street, Suite 4500

Fairfield, California 94533

Telephone: (707) 784-3267

(1) New Funds Being Requested: \$ 145,031.22

(2) Estimated Carryover Funds: \$8,966

Janice M. Williams
(3) *Program Director*

Gina Chen
(4) *Financial Officer*



(5) *District Attorney's Signature*

Name: Krishna A. Abrams

Title: District Attorney

County: Solano

Address: 675 Texas Street, Suite 4500

Fairfield, California 94533

Telephone: (707) 784-6800

Date: 6-15-18

**AUTOMOBILE INSURANCE FRAUD PROGRAM
PROGRAM CONTACT FORM
FISCAL YEAR 2018-2019**

1. Provide contact information for the person with day-to-day operational responsibility for the program, who can be contacted for questions regarding the program.

a. Name: Jason Aguirre
b. Title: Senior Staff Analyst
c. Address: 675 Texas Street, Suite 4500
d. Fairfield, California 94533
e. E-mail address: JLAguirre@solanocounty.com
f. Telephone Number: (707) 784-3267 Fax Number: (707) 784-3267

2. Provide contact information for the District Attorney's Financial Officer.

a. Name: Gina Chen
b. Title: Accountant
c. Address: 675 Texas Street, Suite 4500
d. Fairfield, California 94533
e. E-mail address: GChen@solanocounty.com
f. Telephone Number: (707) 784-3436 Fax Number: (707) 784-3426

3. Provide contact information for questions regarding data collection/reporting.

a. Name: Janice M. Williams
b. Title: Lead Deputy District Attorney
c. Address: 675 Texas Street, Suite 4500
d. Fairfield, California 94533
e. E-mail address: JMWilliams@solanocounty.com
f. Telephone Number: (707) 784-6830 Fax Number: (707) 784-6830

**BOARD OF SUPERVISORS RESOLUTION
FISCAL YEAR 2018-2019**

AS INDICATED IN THE APPLICATION COVER LETTER. THE SOLANO COUNTY BOARD OF SUPERVISERS RESOLUTION WILL BE SUBMITTED PRIOR TO DECEMBER 31, 2018.

COUNTY PLAN: QUALIFICATIONS FISCAL YEAR 2018-2019

QUESTIONS

Answer the following questions to describe your experience in investigating and prosecuting automobile insurance fraud cases during the last two (2) fiscal years, as specified in the California Code of Regulations, Title 10, Section 2698.65.

- The outcomes reported in Form 5 shall represent activities funded by this grant program.
- If a case is being reported in more than one insurance fraud grant program, clearly identify the component(s) that apply to this program.

1. What areas of your automobile insurance fraud operation were successful and why?

- Detail your program's successes for the 2016-2017 and 2017-2018 fiscal years ONLY. Include information you believe made your program successful.

Solano County's Automobile Insurance Fraud program is successful because the unit has an experienced and dedicated prosecutor who is enthusiastic about prosecuting fraud cases. Deputy District Attorney Janice Williams has been with the Solano County District Attorney's Office since November 1994. She is currently the Lead Deputy that supervises six units, including the automobile insurance fraud unit.

On April 3, 2017, Deputy District Attorney Irene Chew joined the unit under Ms. Williams' direct supervision. She has been with the Solano County District Attorney's office since 2000.

On April 11, 2018, District Attorney Investigator Steven Begley joined the unit. He has over 40 years of law enforcement experience, including 20 years with the Solano County Sheriff's Office and 20 years with the California Department of Insurance, Fraud Division. He has worked three years as a Team Manager for Liberty Mutual, Special Investigations Unit. Mr. Begley has arrested over 200 individuals for insurance fraud on both state and federal level and has testified as an expert witness regarding auto insurance fraud in Sonoma County Superior Court. He is a past president of the Northern California Fraud Investigators Association (NCFIA).

SOME OF THE SUCCESSES FOR 2017-2018

- A claimant automobile insurance fraud case went to a jury trial this year involving a defendant who allowed his car insurance policy to lapse. Approximately a month after his insurance lapsed, the defendant rear ended a woman's truck that had slowed suddenly in front of him. While the woman's truck received little damage, the defendant's car had severe damage from the left headlight to the driver's side door as he had collided with the truck's trailer hitch. The woman driver specifically recalled the accident time being shortly before 4pm as she was taking her granddaughter to a weekly appointment. The evidence at trial revealed that the defendant made a phone call to pay and reinstate his policy at 4:36pm, but did not report the accident at that time. The defendant contacted his insurance company the following day and reported the accident from the prior day, but stated that the time of the accident was at 5:30pm. Needing to substantiate the time, the claims adjuster called the woman driver who gave the accident time as shortly before 4pm. The defendant called the woman and repeatedly pleaded with her to do him a favor and change the accident time to 5:30pm. She refused and he became upset with her. Later that week, the defendant showed up at the woman's home and again begged her to change the time of the accident to 5:30pm. She refused.

At jury trial, the defendant was convicted of PC 550(a) and PC 550(b). The court found his strike prior and a prison prior to be true and the defendant is now facing up to 13 years in prison. He was remanded and has a sentencing date in July of 2018.

- A second case during this period involved a licensed insurance agent who committed premium insurance fraud by rewriting policies to avoid the original premiums. She would key in a payment to the system without actually receiving a payment from a customer to get a policy reinstated in hopes of receiving a payment in the future. She also rewrote policies for herself and family members without paying premiums. The insurance company paid out on a couple of these policies to customers who were not entitled to receive any benefits. All the while, she received commission. The loss for the insurance company was approximately \$14,000.

She pled to a felony PC 550(b)(1) and paid the restitution in full. The court placed her on formal probation, and ordered her to do 100 hours of community service.

SOME OF THE SUCCESSES FOR 2016-2017

- This case is an example of how the unit successfully worked with local law enforcement to prosecute an auto insurance fraud case. A local fire department and police department responded to a vehicle fire. Contact was made with the registered owner, who was later identified as the defendant. The defendant told the police that he had last seen his vehicle parked near his apartment complex

earlier that morning. As it was now gone, the defendant believed the vehicle was stolen. At the time he also told the officer that he was in good standing on his vehicle payments and the vehicle was fully insured. Per the defendant's insurance policy, his vehicle was covered for losses resulting from vandalism, fire or if it was stolen. The defendant filed a stolen vehicle report with his insurance company. The defendant underwent an Examination under Oath by the insurance company. The attorney conducting the exam noted there were inconsistencies in various areas within the defendant's statements. The case was referred back to the police agency for further investigation. The police agency contacted our auto insurance fraud unit. After further investigation was conducted, the detective conducted an interview of the defendant. During this interview, the defendant initially maintained that he believed that his vehicle had been stolen; however, he finally admitted that he was two months behind on his payments. He further told the police detective that he had called his bank several times asking that they pick up the vehicle prior to reporting the vehicle stolen and driving it to the location where it was located and setting the vehicle on fire.

On March 1, 2017, the defendant pled to a felony count of PC550 (b)(1) and a misdemeanor count of PC 452(c). He was sentenced in April to three years of formal probation, six months in county jail with a series of fines and fees. The court reserved jurisdiction over the issue of restitution.

- Next is an example of how a person's past can catch up with them. This defendant, along with two others staged an auto collision back on January 15, 2012. This defendant, referred to as defendant #1 was later determined to be the mastermind who designed the plan. defendant #1 contacted his insurance company and claimed he rear ended defendant #2's car while driving. Defendant #2 had a passenger in the car at the time, defendant #3. During the investigation, it was later determined that all three were friends. Both defendants #2 and #3 went to the emergency room on three separated occasions each claiming various injuries to the abdominal, neck, back and legs as a result of the collision. When initially questioned by defendant #1's insurance company, both defendants #2 and #3 gave false statements. Both defendants #2 and #3 eventually admitted to the staged collision for money and were successfully prosecuted in October of 2013. Meanwhile the mastermind, defendant #1, fled the jurisdiction. He was arrested in Connecticut in July of 2016 on the Solano County warrant. Our office extradited him back to our county. On September 9, 2016, he pled to PC 550(b)(1) as a felony. On the same day he pled, he was sentenced to two years in state prison (per PC 1170(h)).

2. Specify any unfunded contributions (i.e., financial, equipment, personnel, and technology) and support your county provided to the automobile insurance fraud program.

In an effort to ensure the success of this program, the Solano County District Attorney's Office has assigned Janice Williams to supervise the Automobile Insurance Fraud Unit and pay her salary outside the grant. The office also continues to provide all equipment that is necessary for the district attorney investigator and the deputy district attorney. County vehicles are also provided as needed. Every employee has a computer with access to network printers, and the internet access which Solano County requires that each employee sign and follow the County security protocol. All staff have access to Just Ware database wherein all cases are entered with events, dispositions, sentencing criteria, witness information, etc. updated as they occur. The Solano County District Attorney's Office also continues to provide photocopy, telephone, central duplicating, and paging services which are all directly related to the daily needs of the unit.

Also, when needed, other district attorney investigators will assist with in-field interviews and arrests.

3. Detail and explain the turnover or continuity of personnel assigned to your Automobile insurance fraud program. Include any rotational policies your county may have.

Deputy District Attorney Janice Williams has been with the Solano County District Attorney's Office since November of 1994. She has been serving as the fraud prosecutor since May of 2012. Since May of 2012, Ms. Williams has been successful in reaching out and establishing cohesive working relationships with the members of the CDI regional office, Golden Gate Division, NCFIA, BAR, NCIB and local law enforcement. She has successfully prosecuted numerous of fraud cases.

In April of 2017, Ms. Williams was promoted to Lead Deputy District Attorney over the Financial Crimes Unit. The Automobile Fraud Unit is, one of the six units, Ms. Williams now supervises. In order to maintain a smooth transition of the Automobile Fraud Unit, Ms. Williams continues to interact and maintain close working relationships with the above-mentioned organizations while training Deputy District Attorney Irene Chew on automobile insurance fraud cases.

Ms. Chew joined the unit in April of 2017 and has taken over the caseload. She has been with the Solano County District Attorney's Office since August 2000 handling various caseloads including general felony cases, prison cases, post-release community service cases, welfare fraud cases, and worker's compensation fraud cases. Since joining the unit, she has successfully prosecuted an auto insurance claimant fraud case that went to jury trial.

On April 11, 2018, District Attorney Investigator Steven Begley joined the unit. He has over 40 years of law enforcement experience, including 20 years with the Solano County Sheriff's Office and 20 years with the California Department of Insurance, Fraud Division. He has worked three years as a Team Manager for Liberty Mutual, Special Investigations Unit. Mr. Begley has arrested over 200 individuals for insurance fraud on both state and federal level and has testified as an expert witness regarding auto insurance fraud in Sonoma County Superior Court. He is a past president of the Northern California Fraud Investigators Association (NCFIA).

4. List the governmental agencies you have worked with to develop potential automobile insurance fraud cases.

- a) California Department of Insurance
- b) NCFIA
- c) Local Law Enforcement
- d) BAR
- e) NICB

5. Were any frozen assets distributed in the current reporting period? (Assets may have been frozen in previous years.) If yes, please describe. If no, state none.

None

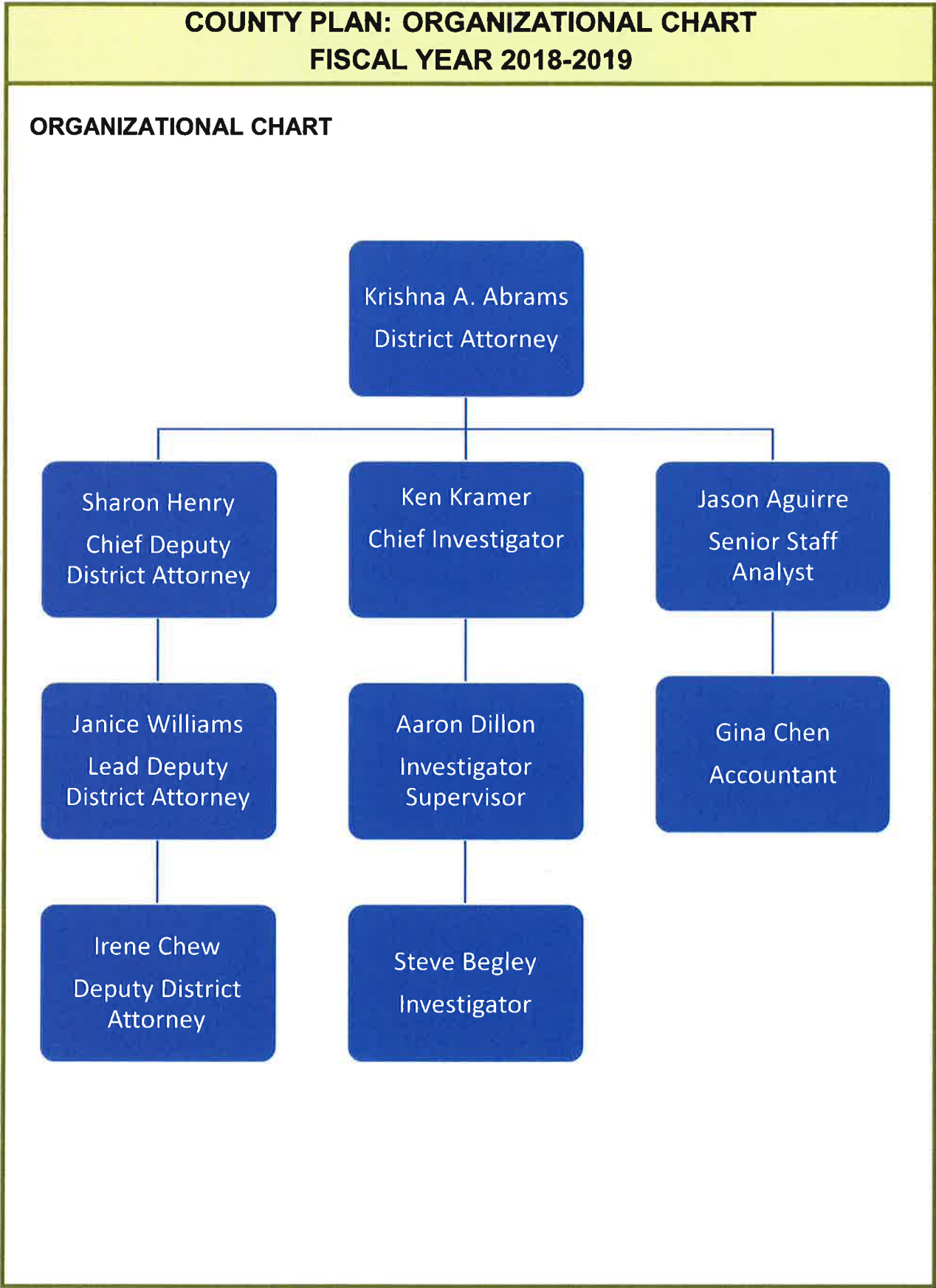
COUNTY PLAN: STAFFING
FISCAL YEAR 2018-2019

COUNTY OF SOLANO

Prosecutors	% Time	Time With Program Start Date/End Date
Irene Chew	40	April 2017-Present

COUNTY OF SOLANO

Investigators	% Time	Time With Program Start Date/End Date
Steve Begley	100	



**COUNTY PLAN: DISTRICT ATTORNEY PROGRAM REPORT
FISCAL YEAR 2018-2019**

DAR (FORM 07) is submitted online

**STATISTICAL INFORMATION WILL BE CAPTURED
FROM JULY 1, 2017 TO JUNE 15, 2018**

COUNTY PLAN: PROBLEM STATEMENT

FISCAL YEAR 2018-2019

PROBLEM STATEMENT

Describe the types and magnitude of automobile insurance fraud (e.g., applicant, medical/legal provider, staged collisions, insider fraud, insurer fraud, fraud ring, capping, and economic vehicle theft) relative to the extent of the problem specific to your county.

Use local data or other evidence to support your description.

Central Solano County is located 35 miles from Sacramento and approximately 32 miles northeast of San Francisco and Oakland. Interstate 80 bisects Solano County north and south. Interstate 680, Highway 12 and Interstate 505 also connect Solano with Napa and Yolo counties. Solano County houses a military base (Travis Air Force Base) and three state prisons (California Department of Corrections and Rehabilitation, California Medical Facility and Delta Conservation Camp) all of which attract populations of semi-transient people in the families of prison inmates and service personnel. The County is centrally located for those working in the construction trades in the outlying counties and is home to many commuters to the Bay Area and Sacramento Metropolitan locales.

According to data provided by the US Census Bureau (7/1/15) Solano County has approximately 436,092 residents. In December of 2016, the labor force was 210,100, with 199,400 employed and 10,700 unemployed. Per the Solano Economic Development Corporation, the key to Solano County successful economy is the competitiveness to attract and retained businesses providing jobs for Solano County residents and affordable housing when compared to prices in the Bay Area.

The Solano County District Attorney's Office recognizes that auto insurance fraud is a substantial problem in the region. A significant portion of auto insurance fraud cases in Solano County involve false and fraudulent claims filed by applicants.

One common scheme in Solano County involves drivers who do not carry mandatory insurance coverage and subsequently get involved in a collision resulting in vehicle damage and/or injuries. The drivers then purchase an insurance policy after-the-fact and file a claim with a false date of loss, post-dating the loss to a date after the insurance policy inception. The drivers file a false claim with the expectation the insurance company will pay for the damages and/or health care when in fact they did not have insurance coverage at the time of the collision.

Another common fraud scheme involves an applicant filing multiple claims for the same damage. This situation occurs when an insurance claim is paid due to damage from a legitimate accident or collision. The applicant receives payment from

the claim, but chooses not to repair the vehicle. The applicant then cancels the exiting policy and purchases a new policy from a different insurance company. The applicant subsequently files a false and fraudulent claim for a new "collision" and lists the same unrepaired damage from the first claim. The applicant expects the second insurance company to pay on the false claim for the same damages paid out by the first insurance company.

Other types of auto insurance fraud committed in Solano County include vehicle staged collisions, arsons committed by policy holders for financial gain, and auto body shops that fraudulently bill insurance companies for new replacement parts not used for work not performed according to the written estimate. There have also been false documents such as medical bills and altered or false auto repair bills.

COUNTY PLAN: PROGRAM STRATEGY

FISCAL YEAR 2018-2019

PROGRAM STRATEGY

1. Explain how your county plans to resolve the problem described in your problem statement. Include improvements in your program.

The Automobile Insurance Fraud Unit will continue to work with our regional CDI and local police agencies to coordinate investigations throughout the fiscal year. The unit recently hired a part-time investigator, Steven Begley, to work in the unit. Mr. Begley has over 40 years of law enforcement experience, including 20 years for the California Department of Insurance, Fraud Division. He has arrested over 200 individuals for insurance fraud on both the State and Federal level. He is currently reviewing and investigating the pending viable cases. Because of his prior experience, he will also be able to investigate the more complex automobile insurance fraud cases. The District Attorney's office will also continue to contribute unfunded resources from its own staff as well. Since joining the unit, Mr. Begley has begun investigating six claimant fraud cases. These cases range from standard to complex due to three of them having multiple suspects, one case having 4 suspects.

2. What are your plans to meet the announced goals of the Insurance Commissioner? Copies have been provided for your reference.

In terms of meeting the goal of **Public Safety** against traffic collisions on our roadways and vendors who provide faulty vehicle repairs, and place dangerous and unsafe vehicles on the roadways as a part of insurance scams, the Solano County District Attorney's Office has hired an experienced part-time investigator to make it possible to investigate the more complex cases such as multiple defendants, staged collisions, fraud rings, auto body shops, and joint undercover operations with Golden Gate Branch of CDI.

Solano County also believes that there is a significant amount of fraud committed by the **Medical-Legal Providers** within the County and the State on a whole. In order to meet the goal of conducting a concerted effort to investigate these types of case, the Solano County District Attorney's Office has hired an experienced part-time investigator to work jointly with the Golden Gate Branch of CDI.

Although in April 2017, Ms. Williams was promoted to Lead Deputy District Attorney over the Financial Crimes Unit, in terms of meeting the goal of **Performance and Continuity** within the program, Ms. Williams continues to interact and maintain close working relationships with the California Department of Insurance, NCFIA, BAR, NICB and local law enforcement while training and

integrating Deputy District Attorney Irene Chew with the above agencies and the auto fraud industry. Deputy District Attorney Irene Chew meets on a regular basis with the California Department of Insurance investigators to go over cases being investigated. She has stepped in and attended and participated in the various meetings held by the California Department of Insurance, NCFIA, BAR, NICB, and local law enforcement to ensure the continuing working relationships with them.

In addition, in April of 2018, the Solano County District Attorney's Office hired Steven Begley. He has over 40 years of law enforcement experience, including 20 years for the Solano County Sheriff's Office and 20 years for the California Department of Insurance, Fraud Division. He has worked three years as a Team Manager for Liberty Mutual, Special Investigations Unit. He has arrested over 200 individuals for Insurance Fraud on both the State and Federal Level and has testified as an expert witness regarding auto insurance fraud in Sonoma County Superior Court. He is a past president of NCFIA.

In terms of meeting the goal of **Outreach**, the unit also thinks it is imperative that our achievements be highlighted in the public to serve as both awareness and deterrence. The local newspapers in Solano County also have an interest in writing about fraud cases and have been present in Court at every major stage of every insurance fraud case handled, including jury trials. (see attached press release on Lamont James), and have reported the facts and outcomes very responsibly.

Ms. Chew and Mr. Begley also intend to have more roundtables and trainings with local law enforcement and SIUs in order to enhance to auto insurance fraud caseload.

In terms of meeting the goal of a **Balanced Caseload**, the unit intends to continue prosecuting those who purchase insurance after the collision and post-date the claim for damage, and those that file duplicate claims for the same damage. With the addition of Mr. Begley as the unit's part-time investigator, the unit can now investigate the more complex cases such as multiple defendants, staged collisions, fraud rings, auto body shops, and joint undercover operations with the Golden Gate Branch of the CDI.

3. What goals do you have that require more than a single year to accomplish?

A typical auto insurance fraud case can usually be completed from arrest to sentencing within one year. However, some of the more complex cases involving multiple counts and victims may take more than one year to reach disposition, due to the time required for investigation, collecting of discovery, and legal procedures in court. The auto fraud unit expects future complex cases which may involve high monetary losses, multiple defendants, victims and witnesses, multiple criminal

charges, and specialized data collection to take more than a single year to accomplish successful prosecution.

4. Training and Outreach

- List the **training received** by each county staff member in the automobile fraud unit **during Fiscal Years 2016-2017 and 2017-2018**.

Janice Williams, DDA:

September 26, 2016: Garden Grove CDAA Anti-Fraud Conference

February 22, 2017: CDI Grant Writing Webinar

March 8, 2017: Sacramento CDI Grant Writing Workshop

April 12-14, 2017: Monterey NCFIA Anti-Fraud Conference, 17.5 hours

September 28, 2017: Lafayette NCFIA Anti-Fraud Alliance training, 2.5 hours

December 5, 2017: Lafayette NCFIA Anti-Fraud Alliance training, 2.5 hours

March 13, 2018: Sacramento CDI Grant Writing Workshop, 3.5 hours

April 11-13, 2018: Monterey Anti-Fraud Conference, 17.5 hours

Irene Chew, DDA:

April 12-14, 2017: Monterey Anti-Fraud Conference, 17.5 hours

September 28, 2017: Lafayette NCFIA Anti-Fraud Alliance training, 2.5 hours

October 2-5, 2017: Orange County CDAA Fraud Symposium, 17.5 hours

December 5, 2017: Lafayette NCFIA Anti-Fraud Alliance training, 2.5 hours

March 13, 2018: Sacramento CDI Grant Writing Workshop, 3.5 hours

April 11-13, 2018: Monterey Anti-Fraud Conference, 17.5 hours

Steve Begley, DAI:

April 11-13, 2018: Monterey Anti-Fraud Conference, 17.5 hours

- Describe what kind of training/outreach **you provided in Fiscal Year 2017-2018** to local Special Investigative Units, as well as, public and private sectors to enhance the investigation and prosecution of automobile insurance fraud. Also describe any coordination with the Fraud Division, insurers, or other entities.

During the Fiscal Year 2017-2018, the unit provided the following outreach to the general public:

May 11, 2018: Dixon May Fair, District Attorney information table where about 55 people stopped by for questions to be answered, information relayed, and flyers handed out.

May 12, 2018: Dixon May Fair, District Attorney information table where about 70 people stopped by for questions to be answered, information relayed, and flyers handed out.

May 26, 2018: Vacaville Fiesta Days, District Attorney information table where about 60 people stopped by for questions to be answered, information relayed, and flyers handed out.

- Describe what kind of training/outreach **you plan to provide in Fiscal Year 2018-2019.**

To combat auto fraud, the unit would like to provide trainings and create local alliances with those SIU's we work with the most in our area, along with Bureau of Automotive Repair, the California Department of Insurance, and the National Insurance Crime Bureau. We would also like to contact local law enforcement and train for spotting issues regarding automobile insurance fraud (staged collision cases, arson cases, owner give up theft cases, etc) and what to do with such information when encountered during their normal assignments.

5. Describe the county's efforts and the district attorney's plan to obtain restitution and fines imposed by the court to the Automobile Fraud Account.

The Automobile Insurance Fraud Unit continues to oversee fraud cases after their completion in court. In cases of delinquent payment, Ms. Chew is alerted and files appropriate paperwork to violate the defendant's probation grant. At times, negotiations are made either pre-plea or post-plea for a reduction in the charge for full restitution.

6. Identify the performance objectives that the county would consider attainable and would have a significant impact in reducing automobile insurance fraud.

Projection:

a. 20 new investigations will be initiated during FY 2018-2019

b. 15 new prosecutions will be initiated during FY 2018-2019

7. If you are asking for an increase over the amount of grant funds awarded last fiscal year, please provide a brief description of how you plan to utilize the additional funds.

<u>\$145,031.22</u> FY 2018-2019 Grant REQUEST	<u>\$124,822</u> FY 2017-2018 Grant AWARD	<u>\$20,209.22</u> FY 2018-2019 Increase Requested
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Utilization Plan:

The Auto Fraud Unit is very excited about Steve Begley joining the team. The unit is now able to work the pending viable cases, assist in investigating staged traffic accident cases and increase our overall investigations.

**AUTOMOBILE INSURANCE FRAUD PROGRAM
BUDGET: PERSONNEL SERVICES
FISCAL YEAR 2018-2019**

COUNTY NAME: SOLANO

A. PERSONNEL SERVICES: Salaries and Employee Benefits	COST
PROSECUTION	
Deputy District Attorney III - Step 5 0.4 FTE Salary: \$2,177.72/Biweekly x 26 Pay Periods = \$56,620.72	56,620.72
Benefits: 43% of Salary	24,416.27
Retirement: \$11,289.60 Deferred Comp: \$52.00 OPEB: \$1,132.80 FICA: \$3,975.20 Health: \$5,152.80 Vision: \$67.20 Unemployment Ins. \$47.00 Dental: \$207.84 Life Ins. \$26.41 POB: \$2,465.42	
One District Attorney Investigator. Step 5, Extra Help Salary: \$58.38 / hour x 960 hours = \$56,044.80	56,044.80
Benefits: FICA @ 7.65% of total salary = \$4,287.43	4,287.43
A. PERSONNEL SERVICES TOTAL	\$141,369.22

**AUTOMOBILE INSURANCE FRAUD PROGRAM
PROGRAM BUDGET: OPERATING EXPENSES
FISCAL YEAR 2018-2019**

COUNTY NAME: SOLANO

B. OPERATING EXPENSES	COST
<p>Training:</p> <p>Registration: \$900.00</p> <p>Hotel: \$1,005.00</p> <p>Per Diem: \$207.00</p> <p>Mileage \$150.00</p> <p>Accounting & Financial Services</p>	<p>\$2,262.00</p> <p>\$1,400.00</p>
B. OPERATING EXPENSE TOTAL	\$3,662.00

AUTOMOBILE INSURANCE FRAUD PROGRAM
PROGRAM BUDGET: EQUIPMENT
FISCAL YEAR 2018-2019

COUNTY NAME: SOLANO

C. EQUIPMENT	COST
C. EQUIPMENT TOTAL	0.00
D. PROGRAM BUDGET TOTAL	\$145,031.22

[illegible]

X No equipment purchased.

Name: Janice M. Williams

Title: Lead Deputy District Attorney

Signature: James M. Williams

Date: 6/15/18



**OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SOLANO**

**KRISHNA A. ABRAMS
DISTRICT ATTORNEY**

Sharon S. Henry
Chief Deputy

Paul D. Sequeira
Chief Deputy

Ken L. Kramer
Chief Investigator

PRESS RELEASE

Release Date: May 21, 2018

Re: People v. Lamont Jarome James

Today in Department 9 of the Solano County Superior Court, before the Honorable Judge Carlos Gutierrez, the jury found the defendant, Lamont James, Guilty of two counts of Insurance Fraud in violation of Penal Code Section 550(a)(1) and Penal Code Section 550(b)(1). On August 19, 2015, Defendant, while driving his car without insurance, rear ended another driver on Union Avenue. Within the hour, he paid for an insurance policy. The next day, Defendant called his insurance company to report the accident. He falsely reported the time of the accident in order to get the benefit of insurance coverage to which he was not entitled. Defendant, after discovering the other driver had already made a statement to his insurance agency, called to ask her to change the hour of the accident to an hour later than it had occurred which she refused. Then, not long after, showed up at her house to ask her to do the same in which again she refused. Defendant is scheduled to return to court on May 22, 2018, in Department 9 to finish matters in his bifurcated portion of the trial.



Investigator Martin Dito of the California Department of Insurance investigated the case. The case was prosecuted by Deputy District Irene Chew.

ATTACHMENT A

JOINT PLAN

FY 2018-2019

Statement of Goals

The purpose of this plan is to formalize the continuing joint efforts between the Solano County District Attorney's Automobile Insurance Fraud Unit (DA Fraud Unit), and the California Department of Insurance (CDI) Fraud Division, to effectively cooperate in the investigation and prosecution of Automobile Insurance Fraud cases. The plan will reflect the Insurance Commissioner's goals to identify, investigate, and prosecute the various types of automobile fraud which may include Applicant Fraud, Fraud Rings, Staged Collisions, Capping, Medical Provider Fraud, Insider Fraud, Economic Car Theft, and other types of Automobile Fraud. The plan will ensure that the activities of CDI and the DA Fraud Unit are not duplicated and will allow investigators and prosecutors to coordinate their activities to ensure successful outcomes.

Receipt and Assignment of Cases

Automobile Insurance Fraud are generally received via a Suspected Fraudulent Claim (SFC) reported on a Referral Form (FD-1). These referrals come from CDI or other outside sources which may include a Documented Case Referral (DCR). The DA Fraud Unit will assign an investigative file number when a case is accepted for investigation and/or prosecution.

Upon the receipt of information sufficient to open an investigative file, the DA Fraud Unit Investigator will contact his counterpart at CDI to determine if an investigative file has been opened by CDI as well. If CDI receives initial information in which the County of Solano is determined to be the venue county, CDI will contact the DA Fraud Unit Investigator.

If an insurance carrier wishes to make an oral presentation, an appointment will be established. Either the DA Fraud Unit Investigator or the CDI Investigator will make reasonable efforts to contact the other agency and advise them of the date and time of the oral presentation so that the other agency may attend if possible.

Cases will be jointly worked where appropriate. Decisions necessary for the successful outcome of any joint investigation will be made on a case-by-case basis by the two investigative units. Because of the volume of cases, it is anticipated meetings between CDI investigators and the assigned Deputy District Attorney will be held to discuss matters of mutual concern on a quarterly basis.

CDI will provide a copy of all FD-1's they receive to the DA Fraud Unit when Solano County is the venue. CDI will provide these whether an investigative file is contemplated or not. When Solano County receives FD-1's from the carrier directly, the DA Fraud Unit will forward a copy to CDI upon receipt.

Investigations

When the DA Fraud Unit receives a DCR for investigation or prosecution from a self-insured entity, the DA Fraud Unit will notify CDI of the request and then determine whether the assistance of CDI is required. If so indicated, the DA Fraud Unit Investigator and the investigator assigned from CDI will meet and prepare an investigative plan. Every effort will be made to avoid duplication of investigative efforts. The time frame for initial and follow-up meetings between the assigned CDI investigators and the DA Fraud Unit will be determined on a case-by-case basis between the individuals.

The referring agency will be notified of any DCR rejected by the DA Fraud Unit in the form of a letter from the assigned Deputy District Attorney. CDI will be sent a copy of all letters. This notice will allow the referring agency future consideration of the case should additional evidence warrant such action. In addition, both CDI and the DA Fraud Unit will make themselves available to discuss the reconsideration of any rejected case with the referring agency.

Insurance carriers will be encouraged to personally appear at the District Attorney's Office for a presentation of a completed case for possible criminal filing. Representatives from both agencies will attend the presentation, when practicable, to discuss the merits of the case.

Undercover Operations

It is not anticipated that undercover operations will be conducted solely by the Solano County District Attorney's Office. The DA Fraud Unit will assist CDI in any undercover operation contemplated by CDI within Solano County on a case-by-case basis. The DA Fraud Unit will do all that it can to assist in the initiation of these cases if CDI conducts such operations in Solano County. Pursuant to Penal Code section 633, the Deputy District Attorney will review all requests by CDI for the recording of communications.

Case Filing Requirements

Filing criteria for any type of criminal prosecution is difficult to quantify. The same is true for insurance fraud cases. The District Attorney's Office's general filing guidelines require that a case should be filed where, in our opinion, the evidence is sufficient to convict an individual by a standard of proof beyond a reasonable doubt. As a general rule, the following information must be provided before a case filing decision can be made:

1. Complete investigative reports, including all search warrants and an index and summary of all documents, photographs, videos, and other evidence submitted, in triplicate;
2. Copies, or access to all documents that have been recovered in the course of the investigation, whether by search warrant or otherwise, and a contact person to assist in discovery requests regarding said materials;
3. A list of anticipated witnesses, including addresses, telephone numbers, and dates of birth (law enforcement personnel excepted);
4. DMV printouts and Soundexes on all suspects;

5. Information regarding any inducements or agreements regarding the giving of information or testimony that may have been made to witnesses;

6. Name and telephone number of the investigating officer who will be responsible for the signing of the declaration in support of arrest warrant and providing additional investigation, if warranted.

Training


Prosecutors, investigators, and the DA Fraud Unit staff are sent to the annual California District Attorney Association Fraud Symposium and/or the Anti-Fraud Alliance training courses. The budget for the DA Fraud Unit covers this training, as well as the general office budget. We are available for joint training as the need arises. If present efforts to increase the size of the unit are successful, joint training and community outreach will be much more easily facilitated.

Problem Resolution

We encourage resolution of any problems at the earliest stages and at the lowest staff levels possible to ensure that all personnel continue to operate cooperatively and efficiently. Inter-office staff will be expected to resolve most problems at their level, with supervisory assistance if necessary. Any problem which cannot be solved at those levels will be handled by the Chief Deputy District Attorney.

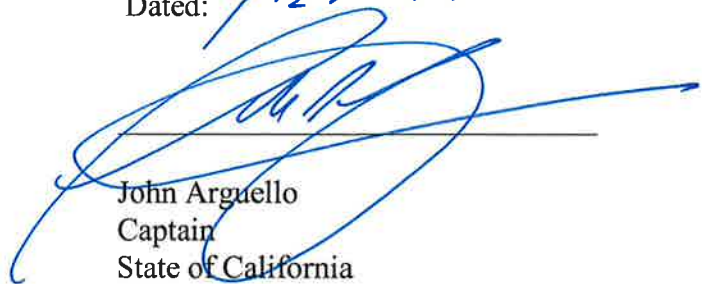
Disputes involving prosecutorial decisions will be decided by the District Attorney. Disputes that deal with investigative issues will be decided by the investigative agency in charge of the investigation and the District Attorney.

Dated:

4/23/2018


Janice Williams
Deputy District Attorney
Solano County

Dated:

4.23.2018


John Arguello
Captain
State of California
Department of Insurance
Golden Gate Office

DEPARTMENT OF INSURANCE

George Mueller, *Deputy Commissioner*

Enforcement Branch

2400 DEL PASO ROAD, SUITE 250

SACRAMENTO, CA 95834

(916) 854-5760

www.insurance.ca.gov



October 26, 2018

via email

Mr. Jason Aguirre
Senior Staff Analyst
Solano County District Attorney's Office
675 Texas Street, Suite 4500
Fairfield, CA 94533

RE: Fiscal Year (FY) 2017/18 Carryover and FY 2018/19 Modified Budget –
Automobile Insurance Fraud Program

Dear Mr. Aguirre:

We received your County's request to carryover unexpended FY 2017/18 Automobile Insurance Fraud Program grant funds into FY 2018/19. After careful review, **FY 2017/18 Carryover in the amount of \$24,748 and FY 18/19 modified budget are approved.**

If the financial audit report determines a different carryover amount, please submit a modified budget to the Local Assistance Unit.

FY 2018/19 grant funding is:

FY 2017/18 Carryover Approval:	\$ 24,748
FY 2018/19 Grant Base Award:	\$ 112,917
FY 2018/19 Total Funding:	\$137,665

Thank you for your commitment to the program. Through our coordinated efforts, we make a difference in the fight against automobile insurance fraud in California.

For questions, please contact Marita Kwiatkowski, Local Assistance Program Analyst, at (916) 854-5818 or Marita.Kwiatkowski@insurance.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Charlick", is written over a horizontal line.

ERIC CHARLICK

Assistant Chief, Fraud Division

cc: Gina Chen, Accountant
George Mueller, CDI Deputy Commissioner
Jack Horvath, CDI Division Chief

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

FRAUD DIVISION

2400 DEL PASO ROAD, SUITE 250

SACRAMENTO, CA 95834

(916) 854-5760

www.insurance.ca.gov

Dave Jones, *Insurance Commissioner*

George Mueller, *Deputy Commissioner*



November 6, 2018

Gina Chen
Accountant
Solano County District Attorney's Office
675 Texas Street, Suite 4500
Fairfield, CA 94533

RE: Executed Original of the Fiscal Year 2018-19 Grant Award Agreement for the
Automobile Insurance Fraud Program

Dear Gina Chen:

Solano County was awarded \$112,917 for the Fiscal Year 2018-19 Automobile
Insurance Fraud Program.

Please find the following three documents enclosed:

- Executed Original of the Fiscal Year 2018-19 Grant Award Agreement
- Summary of Important Deadlines
- After Award Administrative Requirements

Sincerely,

Janis Perschler

Janis Perschler
Manager, Local Assistance Unit

Enclosures

cc: Jason Aguirre, Senior Staff Analyst

**INSURANCE COMMISSIONER
OF THE STATE OF CALIFORNIA**

GRANT AWARD AGREEMENT

Fiscal Year 2018-19

Automobile Insurance Fraud Program



The Insurance Commissioner of the State of California hereby makes an award of funds to **Solano County**, Office of the District Attorney, in the amount and for the purpose and duration set forth in this grant award.

This grant award consists of this agreement and the application for the grant and made a part hereof. By acceptance of the grant award, the grant award recipient agrees to administer the grant project in accordance with all applicable statutes, regulations and Request-for-Application (RFA).

Duration of Grant: The grant award is for the program period, **July 1, 2018** through **June 30, 2019**.

Purpose of Grant: This grant award is made pursuant to the provisions of California Insurance Code §1872.8 and shall be used solely for the purposes of enhanced investigation and prosecution of automobile insurance fraud and economic car theft cases.

Amount of Grant: The grant award agreed to herein is in the amount of **\$112,917**. This amount has been determined by the Insurance Commissioner. However, the actual total award amount for the county is contingent on the collection and the authorization for expenditure pursuant to the Government Code §13000 et seq. The grant award shall be distributed pursuant to §1872.8 of the Insurance Code and to the California Code of Regulations Sub-Chapter 9, Article 4, §2698.65.

<p>Official Authorized to Sign for Applicant/Grant Recipient</p> <p style="text-align: center;"></p> <hr/> <p>Name: Krishna A. Abrams Title: District Attorney</p> <p>Address: 675 Texas Street, Suite 4500 Fairfield, CA 94533</p> <p>Date: <u>9/21/18</u></p>	<p>DAVE JONES Insurance Commissioner</p> <p style="text-align: center;"></p> <hr/> <p>Name: George Mueller Title: Deputy Commissioner</p> <p>Date: <u>10-18-18</u></p>
---	--

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purposes of this expenditure.


Crista Hill, Budget Officer, CDI

10/25/18
Date

RESOLUTION NO. 2018 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE
SOLANO COUNTY DISTRICT ATTORNEY TO SUBMIT A GRANT APPLICATION TO THE
CALIFORNIA DEPARTMENT OF INSURANCE FOR THE AUTOMOBILE INSURANCE
FRAUD PROSECUTION PROGRAM**

Whereas, the Solano County District Attorney desires to continue its Automobile Insurance Fraud Prosecution Program ("Program") for the investigation and prosecution of automobile insurance fraud; and

Whereas, the Program is funded by state monies under California Insurance Code section 1872.8 and distributed and administered by the California Department of Insurance.

Resolved, the Solano County Board of Supervisors authorizes the Solano County District Attorney, on its behalf, to submit a grant application to the California Department of Insurance for funds and to accept those funds to continue the Program for the period July 1, 2018, through June 30, 2019, and to execute any grant award agreement, including any amendments or extensions thereof.

Resolved, it is agreed that any liability arising out of the performance of the Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and the California Department of Insurance disclaim responsibility for any such liability.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on December 11, 2018, by the following vote:

AYES: Supervisors _____

NOES: Supervisors _____
EXCUSED: Supervisors _____

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

ATTEST:

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	32	Status:	Consent Calendar
Type:	Resolution	Department:	District Attorney
File #:	18-865	Contact:	Krishna Abrams, 784-6836
Agenda date:	12/11/2018	Final Action:	
Title:	Adopt a resolution authorizing the Solano County District Attorney's prior submission of a recurring grant proposal to the California Department of Insurance for the investigation and prosecution of workers' compensation insurance fraud; Authorize the District Attorney to accept the award in the amount of \$185,681 for the period ending June 30, 2019; and Approve an Appropriation Transfer Request recognizing \$16,461 in unanticipated grant revenue offset by program expenditures (4/5 vote required)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Grant Application, B - Award Letters, C - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The District Attorney recommends that the Board of Supervisors:

- 1) Adopt a resolution authorizing the Solano County District Attorney's prior submission of a recurring grant proposal to the California Department of Insurance for the investigation and prosecution of workers' compensation insurance fraud;
- 2) Authorize the District Attorney to accept the award in the amount of \$185,681 for the period ending June 30, 2019; and
- 3) Approve an Appropriation Transfer Request recognizing \$16,461 in unanticipated grant revenue offset by program expenditures (4/5 vote required).

SUMMARY/DISCUSSION:

The District Attorney has operated the Insurance Fraud Program for the past twenty-two years. The dedicated unit is assigned exclusively to the prosecution of workers' compensation insurance fraud and consists of a Deputy District Attorney and an Investigator. Each year the District Attorney submits and receives grant funding from the California Department of Insurance to partially offset program costs.

On December 6, 2016, the Board of Supervisors approved a resolution allowing the District Attorney to execute any grant award agreement, including any amendments or extensions thereof, and for each Fiscal Year thereafter as funding continues to be available for this Program. On June 18, 2018, the District Attorney

submitted the grant application for FY 2018/19. A complete copy of the grant application is attached. This is a recurring grant, and revenue and appropriations were included in the Department's FY 2018/19 budget as instructed in the County Financial Administration of Grants handbook. Approval of this recurring grant will allow the District Attorney's Office to continue to investigate and prosecute crimes involving workers' compensation insurance fraud.

On September 13, 2018, the District Attorney was notified by the Insurance Commissioner that the grant was awarded to Solano County in the amount of \$185,681 for the period ending June 30, 2019.

FINANCIAL IMPACT:

The financing for this program is derived from monies collected by insurance companies as a surcharge on workers' compensation insurance premiums. These funds are distributed pursuant to Insurance Code Section 1872.83 by the State of California Department of Insurance.

The District Attorney's FY2018/19 Adopted Budget included \$169,220 from the California Department of Insurance grant in projected revenue and offsetting appropriations for this program and was in-line with prior year awards. On September 13, 2018, the District Attorney was notified by the Insurance Commissioner that the grant awarded to Solano County was in the amount of \$185,681 for the period ending June 30, 2019. This is \$16,461 more than the amount included in the FY2018/19 Adopted Budget. As a result, the District Attorney is recommending approval of an Appropriation Transfer Request recognizing \$16,461 in unanticipated grant revenue offset by program expenditures. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget. There is no anticipated impact to the General Fund.

ALTERNATIVES:

The Board can choose not to adopt the resolution; however, this action is not recommended. Failure to adopt the resolution would result in the loss of approximately \$185,681 in grant funds and a significant impact in the District Attorney's ability to investigate and prosecute workers' compensation insurance fraud.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



**OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SOLANO**

**KRISHNA A. ABRAMS
DISTRICT ATTORNEY**

Sharon S. Henry
Chief Deputy

Paul D. Sequeira
Chief Deputy

Ken Kramer
Chief Investigator

April 23, 2018

California Department of Insurance, Local Assistance Unit
Enforcement Branch Headquarters
2400 Del Paso Road, Suite 250
Sacramento, CA. 95834

To Whom It May Concern:

Enclosed is a copy of the Workers' Compensation Insurance Fraud Program's Request For Application for Fiscal Year 2018-2019, along with an electronic version of the application (CD/DVD). The DAR was submitted online on April 23, 2018. The Solano County Board of Supervisors Resolution will be submitted prior to the December 31, 2018 deadline.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Janice M. Williams,
Deputy District Attorney
Solano County District Attorney's Office
707-784-6830

CALIFORNIA DEPARTMENT OF INSURANCE FRAUD DIVISION



WORKERS' COMPENSATION INSURANCE FRAUD PROGRAM

**REQUEST FOR APPLICATION
FISCAL YEAR 2018-2019**

SECTION II APPLICATION AND INSTRUCTIONS

Pursuant to Insurance Code Section 1872.83(d),
the application for funding is a public document
and may be subject to disclosure.

However, information submitted to the
California Department of Insurance (CDI)
concerning criminal investigations,
whether active or inactive,
is considered confidential.

APPLICATION DEADLINE:

RECEIVED BY

5:00 p.m. on Wednesday, April 25, 2018

LOCATION:

**California Department of Insurance
Local Assistance Unit
Enforcement Branch Headquarters
2400 Del Paso Road, Suite 250
Sacramento, CA 95834**

***For assistance during this process contact
Workers' Compensation Program Analyst
(916) 854-5828
LocalAssistanceUnit@insurance.ca.gov***

APPLICATION TABLE OF CONTENTS

Each Application must include a Table of Contents

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GRANT APPLICATION CHECKLIST and SEQUENCE FISCAL YEAR 2018-2019

THE APPLICATION MUST INCLUDE THE FOLLOWING:

	<u>YES</u>	<u>NO</u>
1. GRANT APPLICATION TRANSMITTAL (FORM 02) completed and signed by the district attorney?	x	<input type="checkbox"/>
2. PROGRAM CONTACT FORM (FORM 03) completed?	x	<input type="checkbox"/>
3. Original or certified copy of the BOARD RESOLUTION (FORM 04) included? If NOT, the cover letter must indicate the submission date.	<input type="checkbox"/>	x
4. TABLE OF CONTENTS	x	<input type="checkbox"/>
5. The County Plan includes:		
a) COUNTY PLAN QUALIFICATIONS (FORM 05)	x	<input type="checkbox"/>
b) STAFF QUALIFICATIONS (FORM 06(A))	x	<input type="checkbox"/>
c) ORGANIZATIONAL CHART (FORM 06(B))	x	<input type="checkbox"/>
d) PROGRAM REPORT (DAR OR FORM 07)	x	<input type="checkbox"/>
e) COUNTY PLAN PROBLEM STATEMENT (FORM 08)	x	<input type="checkbox"/>
f) COUNTY PLAN PROGRAM STRATEGY (FORM 09)	x	<input type="checkbox"/>
6. Projected BUDGET (FORMS 10-12) included?	x	<input type="checkbox"/>
a) LINE-ITEM TOTALS VERIFIED?	x	<input type="checkbox"/>
b) PROGRAM BUDGET TOTAL (FORM 12) matches the amount requested on FORM 02?	x	<input type="checkbox"/>
7. EQUIPMENT LOG (FORM 13) completed and signed?	x	<input type="checkbox"/>
8. JOINT PLAN (Attachment A) completed and signed?	x	<input type="checkbox"/>
9. CONFIDENTIAL CASE DESCRIPTIONS (Attachment B) Is all content readable? A partial narrative is not acceptable.	x	<input type="checkbox"/>
10. ELECTRONIC VERSION (CD/DVD) included?	x	<input type="checkbox"/>

GRANT APPLICATION TRANSMITTAL

WORKERS' COMPENSATION INSURANCE FRAUD PROGRAM

Grant Period: July 1, 2018 to June 30, 2019

Office of the District Attorney, County of Solano,
hereby makes application for funds under the Workers' Compensation Insurance
Fraud Program pursuant to Section 1872.83 of the California Insurance Code.

Contact: Jason L. Aguirre

Address: 675 Texas Street, Suite 4500

Fairfield, California

Telephone: (707) 784-3267

(1) New Funds Being Requested: \$ 455, 878.72

(2) Estimated Carryover Funds: \$ 0

Janice M. Williams

(3) *Program Director*

Gina Chen

(4) *Financial Officer*

Krishna A. Abrams
(5) *District Attorney's Signature*

Name: Krishna A. Abrams

Title: District Attorney

County: Solano

Address: 675 Texas Street, Suite 4500

Fairfield, California

Telephone: (707) 784-6800

Date: 4/23/18

WORKERS' COMPENSATION INSURANCE FRAUD PROGRAM
PROGRAM CONTACT FORM
FISCAL YEAR 2018-2019

1. Provide contact information for the person with day-to-day operational responsibility for the program, who can be contacted for questions regarding the program.

a. Name: Jason L. Aguirre

b. Title: Senior Staff Analyst

c. Address: 675 Texas Street, Suite 4500

d. Fairfield, California 94533

e. E-mail address: JLAguirre@solanocounty.com

f. Telephone Number: (707) 784-3267 Fax Number: (707) 784-3267

2. Provide contact information for the District Attorney's Financial Officer.

a. Name: Gina Chen

b. Title: Accountant

c. Address: 675 Texas Street, Suite 4500

d. Fairfield, California 94533

e. E-mail address: GChen@solanocounty.com

f. Telephone Number: (707) 784-3436 Fax Number: (707) 784-3436

3. Provide contact information for questions regarding data collection/reporting.

a. Name: Janice M. Williams

b. Title: Lead Deputy District Attorney

c. Address: 675 Texas Street, Suite 4500

d. Fairfield, California 94533

e. E-mail address: JMWilliams@solanocounty.com

f. Telephone Number: (707) 784-6830 Fax Number: (707) 784-6830

**BOARD OF SUPERVISORS RESOLUTION
FISCAL YEAR 2018-2019**

As indicated in the application cover letter, the Solano County Board of Supervisors Resolution will be submitted prior to December 31, 2018.

NOTE: *CDI does not require a Board Resolution for submittal of the application for funding. However, a Board Resolution **is required** for a county to receive a distribution of funds.*

COUNTY PLAN: QUALIFICATIONS FISCAL YEAR 2018-2019

QUESTIONS

Answer the following questions to describe your experience in investigating and prosecuting workers' compensation insurance fraud cases during the last two (2) fiscal years, as specified in the California Code of Regulations, Title 10, Section 2698.55.

- The outcomes reported in Form 5 shall represent activities funded by this grant program.
- If a case is being reported in more than one insurance fraud grant program, clearly identify the component(s) that apply to this program.

1. What areas of your workers' compensation insurance fraud operation were successful and why?

The Solano County's workers' compensation insurance fraud program is successful because the unit has cohesive working relationships and regular communications with the NorthBay High Impact Medical Provider Fraud and Premium Fraud Consortium, California Department of Insurance, Golden Gate Division, and Department of Industrial Relations.

The purpose behind the NorthBay High Impact Premium Fraud and Medical Provider Fraud Consortium is to share resources in combating high impact premium and medical provider fraud cases. The consortium was developed in November of 2016 by Memorandum of Understanding and consists of the California Department of Insurance, Golden Gate Division and the district attorney offices of Alameda, Contra Costa, Marin, Napa, San Francisco, Solano and Sonoma.

There are also non-contractual members of various groups that attend, such as the Franchise Tax Board, the Department of Industrial Relations and occasionally other state or federal agencies.

The consortium meets every other month but, may soon move to quarterly meetings. Solano County is currently responsible for providing guest speakers for in-house training and presentations. Our previous responsibility was to prepare the agenda and take notes at the meetings. In 2016, Solano County did a presentation on solar panels.

After research and discussion, the consortium decided this year to target care homes who were in violation of premium fraud throughout our various counties. The Golden Gate Division, premium fraud investigators, identified and investigated those care homes that were in violation throughout the various counties. In December of 2017, Solano County assisted with the search warrant service in Contra Costa County, and Solano County. There were three care homes identified in Solano County for LC 3700.5 violations and one care home in Solano County currently being investigated for possible premium fraud and wage theft.

In February 2018, the consortium hosted its second annual joint training in the City of Dublin. There were over 250 people consisting of SIU's, third party administrators, self-insured employers, human resource personnel, private insurance companies, civil defense attorney's and deputy district attorneys.

By Joint Agreement, the Solano County Workers' Compensation Fraud Unit meets regularly with the California Department of Insurance, Golden Gate Division to discuss cases, eliminate wasteful downtime, minimize redundant efforts and equitably assign investigation action plans.

In March 2018, the Solano County workers' compensation fraud unit entered into a Data Sharing Agreement with the California Department of Industrial Relations. The purpose is to formalize a process of identifying suspected workers' compensation fraud within Solano County.

Solano County also attends the Northern California Fraud Investigators Association quarterly meetings in which Investigator Dave Jackson is a member.

- **Some of the NEW Cases FY 2017-18**

A **standard uninsured fraud case** was filed against the owners of a carpet cleaning company. The company had a contract with Solano County. Business cards were left on all of Solano County employees' desks after the carpets were cleaned. Our workers' compensation fraud district attorney investigator noticed that the company listed a contractor's license number on the business cards and became suspicious. The investigator learned that the owners claimed they had no employees, exempting them from having to pay workers' compensation insurance.

The investigator, along with several other investigators in our office, conducted a sting on the carpet company at their next job site. The sting revealed that the carpet company, in fact, had numerous employees. A stop work order was issued that day. The case is currently pending court dates.

A **medium claimant fraud case** was filed against an individual who was suspected of working while collecting. This case, referred by SCIF, started when the defendant roofer filed a claim for an injury sustained to his right wrist and hand from an air conditioning unit falling onto his hand while working on a roof.

An initial evaluation restricted him to no use of his right hand. He reported about six months later that he was unable to use his right hand to hold or open items due to the pain. The defendant's primary treating physician noticed multiple cuts, callouses, and grease under his nails. The physician released the defendant to full duty due to non-compliance with physical activity restrictions.

The defendant's Qualified Medical Examiner, (QME), disagreed with the treating physician and outlined restrictions for modified duty. However, when the QME viewed several hours of subrosa video of the defendant performing various work-related activities, he changed his disability rating of the defendant and assigned no disability at all.

The defendant's second employer identified the defendant as his employee. The defendant had been working for him for at least three months while the defendant was also receiving worker's compensation benefits from his first employer. The defendant had not reported to anyone that he was working a second job. Defendant's case is set for Preliminary Hearing May 30, 2018.

- **Some of the Cases of FY 2016-17**

One of the cases still currently in court is a **complex claimant fraud case** that was referred by SCIF. The defendant was a nurse at the California of Department of Corrections and Rehabilitations at the California Medical Facility,(CMF).

The defendant's primary treating physicians returned the defendant to work after a workers' compensation claim of a back injury that occurred while lifting an inmate with modified work restrictions. The defendant did return to work on two separate occasions but claimed he exacerbated his back injury when he had to avoid a battery by an inmate. Then the defendant never returned to work thereafter due to pain. The defendant then filed a psychiatric claim due to his work-related injury.

An investigation was conducted and it was discovered that the defendant had been receiving wages from a secondary employer while collecting IDL/TTD and failed to disclose to either the insurance company or his treating physicians. The defendant's second employment was working for a private family performing nursing functions, including lifting a hoist, for an extremely disabled child.

EDD Quarterly wages related to the defendant's secondary employment were obtained which showed the defendant receiving wages during the IDL/TDD timeframe. Furthermore, a search warrant was executed on the bookkeeper of the trust fund from which the defendant was paid.

During the defendant's visits with his psychiatrist regarding his psychiatric claim, the defendant made numerous false statements concerning his fear to leave the house or to work as a nurse again due to his traumatic experience with CMF. The psychiatrist later told investigators that had she known he was still working as a nurse, she would have rated his claim differently.

The defendant also filed for disability retirement with CalPers. He made numerous false statements on his application, including his failure to disclose his second employment. The loss is upward of \$83,000. The case is currently set for Readiness Conference on May 22, 2018.

Another case still currently in court is a **felony complex premium case** by SCIF. The defendant is a sole proprietor of a fire extinguisher company in Solano County. He had purchased workers' compensation insurance and filed periodic electronic payroll reports indicating that he did not any employees.

The fire department from a Southern California County cited one of the defendant's employees in a restaurant for using another company's business license number. The employee indicated that the defendant's company was his employer.

An investigation was conducted and it was determined that the defendant did, in fact, have employees, including the employee that was cited.

The defendant admitted to the underreporting to SCIF as well as not paying employment taxes or personal income taxes. The period of the underreporting is from 2009-2014 with an estimated loss of \$83,884.29. The case is currently set for Readiness Conference on April 19, 2018.

2. Specify any unfunded contributions (i.e., financial, equipment, personnel, and technology) and support your county provided to the workers' compensation insurance fraud program.

In an effort to ensure the success of this program, the Solano County District Attorney's Office has assigned Janice Williams to supervise the Workers' Compensation Fraud Unit and pay her salary outside the grant. The office also continues to provide all equipment that is necessary for the district attorney investigator and the deputy district attorney. County vehicles are also provided as needed. Every employee has a computer with access to network printers, and the internet access which Solano County requires that each employee sign and follow the County security protocol. All staff have access to the Just Ware database wherein all cases are entered with events, dispositions, sentencing criteria, witness information, etc. updated as they occur. The Solano County District Attorney's Office also continues to provide photocopy, telephone, central duplicating, and paging services which are all directly related to the daily needs of

the unit. M.C.L.E training and P.O.S.T. training is also provided by the District Attorney's Office. Also, when needed, other district attorney investigators will assist with in-field interviews and arrests.

3. Detail and explain the turnover or continuity of personnel assigned to your workers' compensation insurance fraud program. Include any rotational policies your county may have.

Deputy District Attorney Janice Williams has been with the Solano County District Attorney's Office since November of 1994. She has been serving as the fraud prosecutor since May of 2012. Since May of 2012, Ms. Williams has been successful in reaching out and establishing cohesive working relationships with the members of the NorthBay High Impact Premium Fraud and Medical Provider Fraud Consortium, the CDI regional office, Golden Gate Division, Department of Industrial Relations, as well as the investigators with the internal Affairs Unit at the California Department of Corrections and Rehabilitations and several SIUs within the industry. She has successfully prosecuted numerous of fraud cases.

In April of 2017, Ms. Williams was promoted to Lead Deputy District Attorney over the Financial Crimes Unit. The Workers' Compensation Fraud Unit is, one of the six units, Ms. Williams now supervises. In order to maintain a smooth transition of the Workers' Compensation Fraud Unit, Ms. Williams continues to interact and maintain close working relationships with the above-mentioned organizations while training Deputy District Attorney Irene Chew on workers' compensation fraud cases.

Ms. Chew joined the unit in April of 2017 and has taken over the caseload. She has been with the Solano County District Attorney's Office since August 2000 handling various caseloads including welfare fraud.

In August of 2016, Investigator David Jackson joined the Workers' Compensation Fraud team at the Solano County District Attorney's Office. Investigator Jackson brings 35 years of law enforcement experience to the team. He retired as a Captain with the Vallejo Police Department in 2011. While employed with the City of Vallejo, Investigator Jackson managed the workers' compensation program within the Department.

After retiring in 2011, Investigator Jackson went to work as a part-time investigator for the Napa County District Attorney's Office assigned in the workers' compensation fraud and automobile fraud units. Investigator Jackson has worked closely with and developed relationships with many members of the California

Department of Insurance, local law enforcement and individuals within private fraud investigative units. Investigator Jackson has been involved in the investigation and successful prosecution of dozens of workers' compensation fraud cases.

4. List the governmental agencies you have worked with to develop potential workers' compensation insurance fraud cases.
- a) California Department of Insurance
 - b) State Compensation Insurance Fund
 - c) California Department of Corrections and Rehabilitation
 - d) NorthBay High Impact Premium Fraud and Medical Provider Fraud Consortium
 - e) State Contractor's Licensing Board
 - f) Department of Industrial Relations
 - g) Franchise Tax Board
 - h) Solano County Human Resources
 - i) Local Law Enforcement Agencies
 - j) California Division of Labor and Standards Enforcement
 - k) United Postal Service, Inspector General

5. Were any frozen assets distributed in the current reporting period? (Assets may have been frozen in previous years.) If yes, please describe. If no, state none.

None.

**COUNTY PLAN: STAFFING
FISCAL YEAR 2018-2019**

COUNTY OF SOLANO

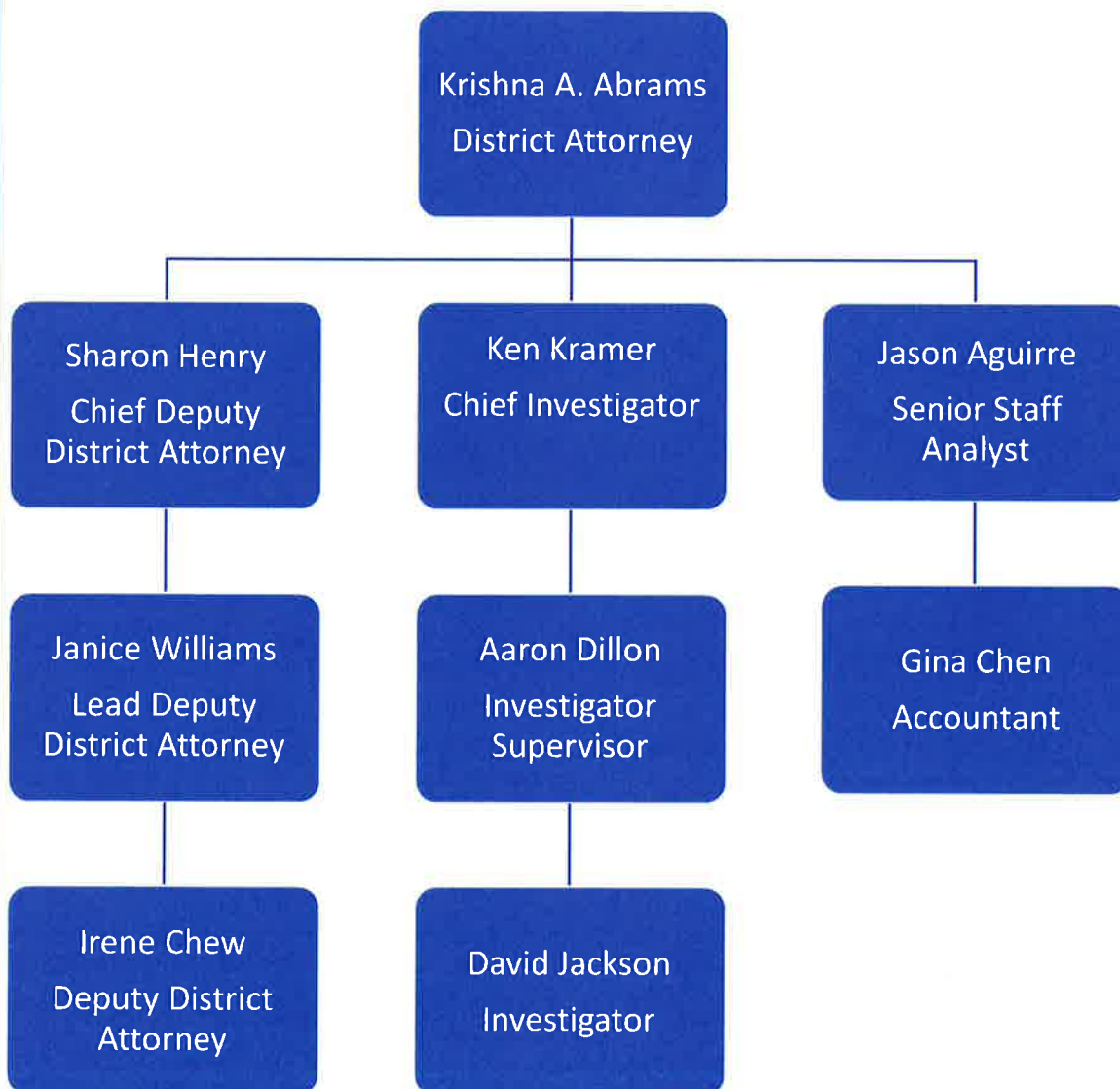
Prosecutors	% Time	Time With Program Start Date/End Date
Irene Chew	50%	April 2017-Present

COUNTY OF SOLANO

Investigators	% Time	Time With Program Start Date/End Date
David Jackson, DA Investigator	100%	August 2016-Present

**COUNTY PLAN: ORGANIZATIONAL CHART
FISCAL YEAR 2018-2019**

ORGANIZATIONAL CHART



**COUNTY PLAN: DISTRICT ATTORNEY PROGRAM REPORT
FISCAL YEAR 2018-2019**

DAR (FORM 07) is submitted online

**STATISTICAL INFORMATION WILL BE CAPTURED
FROM JULY 1, 2017 TO APRIL 15, 2018**

COUNTY PLAN: PROBLEM STATEMENT

FISCAL YEAR 2018-2019

PROBLEM STATEMENT

Describe the types and magnitude of workers' compensation insurance fraud (e.g., claimant, single/multiple medical/legal provider, premium/employer fraud, insider fraud, insurer fraud) relative to the extent of the problem specific to your county.

Use local data or other evidence to support your description.

Central Solano County is located 35 miles from Sacramento and approximately 32 miles northeast of San Francisco and Oakland. Interstate 80 bisects Solano County North and South. Interstate 680, Highway 12 and Interstate 505 also connect Solano with Napa and Yolo counties. Solano County houses a military base (Travis Air Force Base) and three state prisons (California Department of Corrections and Rehabilitation, California Medical Facility and Delta Conservation Camp) all of which attract populations of semi transient people in the families of prison inmates and service personnel. The County is centrally located for those working in the construction trades in the outlying counties and is home to many commuters to the Bay Area and Sacramento Metropolitan locales.

According to data provided by the US Census Bureau (7/1/15) Solano County has approximately 436, 092 residents. In December of 2016, the labor force was 210, 100, with 199, 400 employed and 10,700 unemployed. Per the Solano Economic Development Corporation, the key to Solano County successful economy is the competitiveness to attract and retained businesses providing jobs for Solano County residents and affordable housing when compared to prices in the Bay area.

The County's workforce consists of a combination of large employers, including military and correctional institutions, healthcare, banking, retail, education, manufacturing and recreational and entertainment establishments.

It also consists of some smaller family owned businesses, including restaurants, hair and nail salons, and local markets. Solano County also has a significant amount of agriculture.

The business community creates an environment susceptible to fraud. The majority of cases referred to the unit are claimant fraud cases but there has been an increase in premium fraud cases and willfully uninsured employer cases.

Currently, CDI is investigating three premium fraud cases for Solano County with a fourth case pending. There are currently two premium cases, three claimant cases, and two underinsured cases in court.

Solano County recognizes the negative impact workers' compensation fraud has on the local and statewide economy. We also know that there are other large premium fraud and medical provider fraud cases within the community that are driving the cost of insurance higher for all of us.

Solano County would like to expand our efforts in combating the large premium and medical provider fraud cases while continuing to balance the workable claimant, standard premium and willfully uninsured fraud cases.

COUNTY PLAN: PROGRAM STRATEGY

FISCAL YEAR 2018-2019

PROGRAM STRATEGY

1. Explain how your county plans to resolve the problem described in your problem statement. Include improvements in your program.

Solano County will continue to collaborate with the NorthBay High Impact Medical Provider Fraud and Premium Fraud Consortium, California Department of Insurance, Golden Gate Division, California Department of Corrections and Rehabilitations, SIUs, Department of Industrial Relations, third party administrators, and the United States Postal Service, Inspector General's Office to coordinate investigations, including sting operations, throughout the fiscal year.

Currently, there are a number of viable cases not being worked because of the lack of resources by both CDI and by having a part-time prosecutor and one part-time investigator. The unit hopes to expand by converting the prosecutor's position to full-time and by adding one additional part-time or full-time investigator. This would assist the unit in working the current viable cases, in investigating more suspected medical provider and premium fraud cases, and to continue to assist the NorthBay Consortium with joint ventures. Also, it is important to continue our efforts at outreach by requesting more funds to issue more publications, place advertisements on the back of the buses and to appear, again on our local radio station, KUIC, to inform employers/employees the "red flags" to susceptible fraud.

2. What are your plans to meet the announced goals of the Insurance Commissioner and the Fraud Assessment Commission? Copies have been provided for your reference.
 - If these goals are not realistic for your county, please state why they are not, and what goals you can achieve. What is your strategic plan to accomplish the goals?

The County of Solano District Attorney's office recognizes the goals put forth by the Insurance Commissioner and Fraud Assessment Commission.

In terms of meeting the goal of **Medical Provider Fraud**, Solano County realizes that it is important to have cohesive working relationships and continue to forge new partnerships with other key state and federal agencies, law enforcements and even other district attorney's offices. It is important because Solano County is a small county and recognizes that we need the

aid of other agencies to combat medical provider fraud. This is why the unit's relationship with the NorthBay consortium is very important as well as California Department of Insurance and Department of Industrial Relations.

Although in April 2017, Ms. Williams was promoted to Lead Deputy District Attorney over the Financial Crimes Unit, in terms of meeting the goal of **Performance and Continuity within the Program**, Ms. Williams continues to interact and maintain close working relationships with California Department of Insurance, the NorthBay High Impact Premium and Medical Provider Fraud Consortium, California Department of Corrections and Rehabilitations, SIU's Department of Industrial Relations, and other local, state and federal agencies while training and integrating Deputy District Attorney Irene Chew with the above agencies and the workers' compensation fraud industry.

In addition, in August of 2016, Investigator David Jackson joined the Workers' Compensation Fraud team at the Solano County District Attorney's Office. He brings with him years of experience of working in both police investigations and working workers' compensation fraud cases in Napa County prior to joining the Solano County team. Investigator Jackson has worked closely with and developed relationships with many members of the California Department of Insurance, local law enforcement and individuals within private fraud investigative units. Investigator Jackson has been involved in the investigation and successful prosecution of dozens of workers' compensation fraud cases.

Solano County recognizes and agrees that the goal of **outreach** continues to be a major component of deterrence. To that end, the local newspapers continue to be present in court at the crucial stages of every workers' compensation case handled, including jury trials. (See attached local newspaper article from March 28, 2018 regarding a local business owner). Solano County continues to meet with SIUs to discuss cases and answer any questions regarding the "red flags" of fraud. Solano County will continue our efforts in outreach by publicizing instructional articles and advertisements that will educate the public regarding what signals to look for with our contact information if fraud is suspected. On February 24, 2018, the NorthBay High Impact Premium Fraud and Medical Provider Fraud Consortium hosted our second annual day long training to over 200 SIUs, third party administrators, self-insured employers, civil defense attorneys, and district attorneys. There are already discussions regarding a joint training for 2019.

In terms of the goal of maintain a **balanced caseload**, Solano County has and will continue to make a concerted effort to not only identify, investigate and prosecute employer premium fraud, claimant fraud and the willfully uninsured, but, with a collaborated effort of the NorthBay High Impact Premium Fraud and Medical Provider Fraud Consortium, California Department of Insurance and Department of Industrial Relations as well as

other governmental agencies, Solano County will be able to identify, investigate and prosecute the high impact premium fraud and medical provider fraud cases both in our county and assist in cases that evolve within the San Francisco Bay Area region.

3. What goals do you have that require more than a single year to accomplish?

The unit anticipates that the premium cases currently under investigation by the California Department of Insurance will take more than a single year to complete.

Another goal is to continue to train and work with SIUs and private investigators on how to develop prosecutable cases.

Finally, the unit would like to develop more outreach publications in which instructional articles could reach the general public.

4. Training and Outreach

- List the **training received** by each county staff member in the workers' compensation fraud unit **during Fiscal Years 2016-2017 and 2017-2018.**

Deputy District Attorney Janice Williams

On September 26, 2016, CDAA Anti-fraud Conference in Garden Grove, CA

On February 22, 2017, CDI Grant Writing Webinar

On March 8, 2017, CDI Grant Writing Workshop in Sacramento, CA

On April 11, 2017, the annual anti-fraud conference sponsored by NCFIA in Monterey, CA

On May 17, 2017, Workers' Compensation Fraud Training by CDI in Martinez, CA

On September 21, 2017 NorthBay High Impact Premium Fraud and Medical Provider Fraud Search Warrant Training by Contra Costa Investigator Jeff Swatman and Alameda Deputy District Attorney Bill Murphy

On September 28, 2017, Northern California Fraud Investigators Association Quarterly Meeting in Lafayette, CA, "P.G&E Company, the San Bruno Investigation"

On December 5, 2017, Northern California Fraud Investigators Association Quarterly Meeting in "Compounding Pharmaceuticals; Billing Misrepresentations"

On February 21, 2018, CDI Grant Writing Webinar

On March 13, 2018, CDI Grant Writing Workshop in Sacramento, CA

On April 10, 2018, the annual anti-fraud conference sponsored by NCFIA in Monterey, CA

Deputy District Attorney Irene Chew

On April 11, 2017, the annual anti-fraud conference sponsored by NCFIA in Monterey, CA

On May 17, 2017, Workers' Compensation Fraud Training by CDI in Martinez, CA

On September 21, 2017 NorthBay High Impact Premium Fraud and Medical Provider Fraud Search Warrant Training by Contra Costa Investigator Jeff Swatman and Alameda Deputy District Attorney Bill Murphy

On September 28, 2017, Northern California Fraud Investigators Association Quarterly Meeting in Lafayette, CA, "P.G&E Company, the San Bruno Investigation"

On October 2, 2017, CDAA Anti-Fraud Conference in Garden Grove, CA

On December 5, 2017, Northern California Fraud Investigators Association Quarterly Meeting in "Compounding Pharmaceuticals; Billing Misrepresentations"

On February 21, 2018, CDI Grant Writing Webinar

On March 13, 2018, CDI Grant Writing Workshop in Sacramento, CA

On March 27, 2018, Workers' Compensation Fraud Training for third party administrators by Dalene Bartholomew, Probe and Janice Williams, Solano County Deputy District Attorney

On April 10, 2018, the annual anti-fraud conference sponsored by NCFIA in Monterey, CA

District Attorney Investigator David Jackson

On February 22, 2017, CDI Grant Writing Webinar

On March 8, 2017, CDI Grant Writing Workshop in Sacramento, CA

On April 11, 2017, the annual anti-fraud conference sponsored by NCFIA in Monterey, CA

On May 17, 2017, Workers' Compensation Fraud Training by CDI in Martinez, CA

On September 21, 2017 NorthBay High Impact Premium Fraud and Medical Provider Fraud Search Warrant Training by Contra Costa Investigator Jeff Swatman and Alameda Deputy District Attorney Bill Murphy

On September 28, 2017, Northern California Fraud Investigators Association Quarterly Meeting in Lafayette, CA, "P.G&E Company, the San Bruno Investigation"

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On February 21, 2018, CDI Grant Writing Webinar

On March 13, 2018, CDI Grant Writing Workshop in Sacramento, CA

On March 27, 2018, Workers' Compensation Fraud Training for third party administrators by Dalene Bartholomew, Probe and Janice Williams, Solano County Deputy District Attorney

On April 10, 2018, the annual anti-fraud conference sponsored by NCFIA in Monterey, CA

Completed several internal P.O.S.T. perishable skill training courses, including firearms training, arrest and control techniques and defensive training.

- Describe what kind of training/outreach **you provided in Fiscal Year 2017-2018** to local Special Investigative Units, as well as, public and private sectors to enhance the investigation and prosecution of workers' compensation insurance fraud. Also describe any coordination with the Fraud Division, insurers, or other entities.

On July 17, 2017, provided outreach and workers' compensation fraud pamphlets at the Solano County Fair.

On November 8, 2017, Training at SCIF in Vacaville, CA for SIUs.-45-50 people.

On February 22, 2018, Consortium Training of SIUs, 3rd Party Administrators, insurance defense attorneys and district attorneys in Dublin, CA-over 200 people.

On March 27, 2018, Training with Probe to 3rd Party Administrators in Sonoma, CA.-30 people.

- Describe what kind of training/outreach **you plan to provide in Fiscal Year 2018-2019**.

The unit intends to continue to provide outreach and public awareness to SIUs, private insurance companies and third-party administrators in our efforts to obtain more prosecutable cases.

The North Bay High Impact Premium Fraud and Medical Provider Fraud Consortium is planning our annual third training next year.

Describe the county's efforts and the district attorney's plan to obtain restitution and fines imposed by the court to the Workers' Compensation Fraud Account pursuant to California Insurance Code Section 1872.83(b)(4).

The Workers' Compensation Fraud Unit continues to monitor cases that have been resolved cases either by jury trial or by plea. In cases of delinquent payment, the unit files the appropriate paperwork to violate the defendant's probation grant. At times, negotiations are made either pre-plea or post plea for a reduction in a charge for full restitution and in some cases, full restitution and investigative costs.

5. Identify the performance objectives that the county would consider attainable and would have a significant impact in reducing workers' compensation insurance fraud.

Projection:

- a. 30 new investigations will be initiated during FY 2018-2019
- b. 10 new prosecutions will be initiated during FY 2018-2019

6. If you are asking for an increase over the amount of grant funds awarded last fiscal year, please provide a brief description of how you plan to utilize the additional funds.

\$ 455,878.72 FY 2018-2019 Grant REQUEST	\$173,510 FY 2017-2018 Grant AWARD	\$282,362 FY 2018-2019 Increase Requested
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Utilization Plan: The Workers' Compensation Fraud Unit would like to expand by converting the prosecutor's position to full-time and by adding one additional part-time or full-time investigator. This would assist the unit in working the current viable cases, in investigating more suspected medical provider and premium fraud cases, and to continue to assist the NorthBay Consortium with joint ventures. The unit would also like to utilize some of the money to expand outreach by advertising on the back of city busses and to send out publications to employers.

7. Local district attorneys have been authorized to utilize Workers' Compensation Insurance Fraud funds for the investigation and prosecution of an employer's willful failure to secure payment of workers' compensation as of January 2003. Describe the county's efforts to address the uninsured employer's problem.

Solano County also believes in a level playing field for the honest businesses within the community and to discourage fraudulent activity. The unit will continue to be aggressive in investigating, charging and prosecuting employers deliberating avoiding premiums by committing wage theft and cash pay.

FORM 10

WORKERS' COMPENSATION INSURANCE FRAUD PROGRAM**BUDGET: PERSONNEL SERVICES****FISCAL YEAR 2018-2019****COUNTY NAME: SOLANO****A. PERSONNEL SERVICES: Salaries and Employee Benefits****COST****PROSECUTION**

Deputy District Attorney III - Step 5 1.0 FTE

Salary: \$5,342.72/Biweekly x 26 Pay Periods = \$138,910.72

138,910.72

Benefits: 37% of Salary

51,608.60

Retirement: \$24958.18

OPEB: \$2,778.10

Deferred Comp: \$130.00

FICA: \$10,690.16

Health: \$12,462.48

Vision: \$157.68

Dental: \$432.00

District Attorney Investigator. Step 5, 1.0 FTE

Salary: \$5,044.42/Biweekly x 26 Pay Periods = \$131,154.92

131,154.92

Benefits: 46% of Salary

60,922.84

Retirement: \$36,122.84

OPEB: \$2,623.14

FICA: \$2,075.90

Health: \$18,848.88

Vision: \$157.68

Dental: \$1,094.40

One District Attorney Investigator. Step 5, Extra Help

Salary: \$58.38 / hour x 999 hours = \$58,321.62

58,321.62

Benefits:

FICA @ 7.65% of total salary = \$4,461.60

4,461.60**A. PERSONNEL SERVICES TOTAL****445,380.30**

**WORKERS' COMPENSATION INSURANCE FRAUD PROGRAM
PROGRAM BUDGET: OPERATING EXPENSES
FISCAL YEAR 2018-2019**

COUNTY NAME: SOLANO

B. OPERATING EXPENSES		COST
Radio/Public Transportation Advertising and Printed Handout/ Flyers for Program Outreach	8,000.00	
Dell Latitude 14 Rugged 5414 Computer for DA investigator \$2,198.42 each x 1 staff = \$2,198.42	2,198.42	
One Cisco Telephone @ \$300.00 each	300.00	
B. OPERATING EXPENSES TOTAL	10,498.42	

WORKERS' COMPENSATION INSURANCE FRAUD PROGRAM
PROGRAM BUDGET: EQUIPMENT
FISCAL YEAR 2018-2019

COUNTY NAME: SOLANO

C. EQUIPMENT	COST
C. EQUIPMENT TOTAL	0
D. PROGRAM BUDGET TOTAL	\$455,878.72

[illegible]

XX No equipment purchased.

Name: Janice M. Williams

Title: Lead Deputy District Attorney

Signature: Lannie M. Williams

Date: 4/23/2018

ATTACHMENT A

JOINT PLAN

FY 2018-2019

Statement of Goals

The purpose of this plan is to formalize the continuing joint efforts between the Solano County District Attorney's Workers' Compensation Insurance Fraud Unit (DA Fraud Unit), and the California Department of Insurance (CDI) Fraud Division, to effectively cooperate in the investigation and prosecution of Workers' Compensation Insurance Fraud cases. The plan will ensure that the activities of CDI and the DA Fraud Unit are not duplicated and will allow investigators and prosecutors to coordinate their activities to ensure successful outcomes.

Receipt and Assignment of Cases

Workers' Compensation fraud cases are generally received via a Suspected Fraudulent Claim (SFC) reported on a Referral Form (FD-1). These referrals come from CDI or other outside sources which may include a Documented Case Referral (DCR). The DA Fraud Unit will assign an investigative file number when a case is accepted for investigation and/or prosecution.

Upon the receipt of information sufficient to open an investigative file, the DA Fraud Unit Investigator will contact his counterpart at CDI to determine if an investigative file has been opened by CDI as well. If CDI receives initial information in which the County of Solano is determined to be the venue county, CDI will contact the DA Fraud Unit Investigator.

If an insurance carrier wishes to make an oral presentation, an appointment will be established. Either the DA Fraud Unit Investigator or the CDI Investigator will make reasonable efforts to contact the other agency and advise them of the date and time of the oral presentation so that the other agency may attend if possible.

Cases will be jointly worked where appropriate. Decisions necessary for the successful outcome of any joint investigation will be made on a case-by-case basis by the two investigative units. Because of the volume of cases, it is anticipated meetings between CDI investigators and the assigned Deputy District Attorney will be held to discuss matters of mutual concern on a quarterly basis.

CDI will provide a copy of all FD-1's they receive to the DA Fraud Unit when Solano County is the venue. CDI will provide these whether an investigative file is contemplated or not. When Solano County receives FD-1's from the carrier directly, the DA Fraud Unit will forward a copy to CDI upon receipt.

Investigations

When the DA Fraud Unit receives a DCR for investigation or prosecution from a self-insured entity, the DA Fraud Unit will notify CDI of the request and then determine whether the assistance of CDI is required. If so indicated, the DA Fraud Unit Investigator and the

investigator assigned from CDI will meet and prepare an investigative plan. Every effort will be made to avoid duplication of investigative efforts. The time frame for initial and follow-up meetings between the assigned CDI investigators and the DA Fraud Unit will be determined on a case-by-case basis between the individuals.

The referring agency will be notified of any DCR rejected by the DA Fraud Unit in the form of a letter from the assigned Deputy District Attorney. CDI will be sent a copy of all letters. This notice will allow the referring agency future consideration of the case should additional evidence warrant such action. In addition, both CDI and the DA Fraud Unit will make themselves available to discuss the reconsideration of any rejected case with the referring agency.

Insurance carriers will be encouraged to personally appear at the District Attorney's Office for a presentation of a completed case for possible criminal filing. Representatives from both agencies will attend the presentation, when practicable, to discuss the merits of the case.

Undercover Operations

It is not anticipated that undercover operations will be conducted solely by the Solano County District Attorney's Office. The DA Fraud Unit will assist CDI in any undercover operation contemplated by CDI within Solano County on a case-by-case basis. The DA Fraud Unit will do all that it can to assist in the initiation of these cases if CDI conducts such operations in Solano County. Pursuant to Penal Code section 633, a Deputy District Attorney will review all requests by CDI for the recording of communications.

Case Filing Requirements

Filing criteria for any type of criminal prosecution is difficult to quantify. The same is true for insurance fraud cases. The District Attorney's Office's general filing guidelines require that a case should be filed where, in our opinion, the evidence is sufficient to convict an individual by a standard of proof beyond a reasonable doubt. As a general rule, the following information must be provided before a case filing decision can be made:

1. Complete investigative reports, including all search warrants and an index and summary of all documents, photographs, videos, and other evidence submitted, in triplicate;
2. Copies, or access to all documents that have been recovered in the course of the investigation, whether by search warrant or otherwise, and a contact person to assist in discovery requests regarding said materials;
3. A list of anticipated witnesses, including addresses, telephone numbers, and dates of birth (law enforcement personnel excepted);
4. DMV printouts and Soundexes on all suspects;
5. Information regarding any inducements or agreements regarding the giving of information or testimony that may have been made to witnesses;

6. Name and telephone number of the investigating officer who will be responsible for the signing of the declaration in support of arrest warrant and providing additional investigation, if warranted.

Training


Prosecutors, investigators, and the DA Fraud Unit staff are sent to the annual California District Attorney Association Fraud Symposium and/or the Anti-Fraud Alliance training courses. The budget for the DA Fraud Unit covers this training, as well as the general office budget. We are available for joint training as the need arises. If present efforts to increase the size of the unit are successful, joint training and community outreach will be much more easily facilitated.

Problem Resolution

We encourage resolution of any problems at the earliest stages and at the lowest staff levels possible to ensure that all personnel continue to operate cooperatively and efficiently. Inter-office staff will be expected to resolve most problems at their level, with supervisory assistance if necessary. Any problem which cannot be solved at those levels will be handled by the Chief Deputy District Attorney.

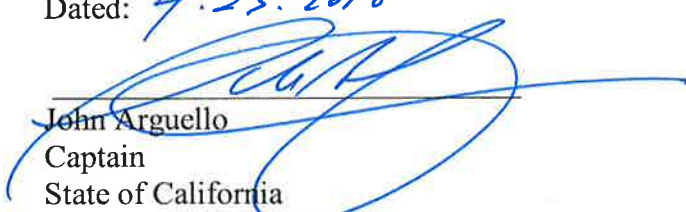
Disputes involving prosecutorial decisions will be decided by the District Attorney. Disputes that deal with investigative issues will be decided by the investigative agency in charge of the investigation and the District Attorney.

Dated: *April 20, 2018*



Janice Williams
Deputy District Attorney
Solano County

Dated: *4.23.2018*



John Arguello
Captain
State of California
Department of Insurance
Golden Gate Office

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE

FRAUD DIVISION
2400 DEL PASO ROAD, SUITE 250
SACRAMENTO, CA 95834
(916) 854-5760
www.insurance.ca.gov

Dave Jones, *Insurance Commissioner*
George Mueller, *Deputy Commissioner*



September 13, 2018

Gina Chen
Accountant
Solano County District Attorney's Office
675 Texas Street, Suite 4500
Fairfield, CA 94533

RE: Grant Award Agreement for the Workers' Compensation Insurance Fraud Program
Fiscal Year 2018-19

Dear Gina Chen:

Solano County was awarded \$185,681 as the result of an application for the Fiscal Year 2018-19 Workers' Compensation Insurance Fraud Program. **Enclosed are two original Grant Award Agreements for signature.** Please have the official designated in the Resolution from the Board of Supervisors sign and date both originals and return to the address below by **October 12, 2018**. Once the Agreements are fully executed, a signed Grant Award Agreement will be returned to you.

A Resolution from the Board of Supervisors authorizing the applicant to enter into a Grant Award Agreement with the California Department of Insurance (CDI) is required. The Resolution must designate, by title, the official authorized to sign the Grant Award Agreement and include a statement accepting liability for the local program. **The Resolution must be received by December 31, 2018.** Grant funds will not be distributed to the award recipient until the Resolution is received and the Grant Award Agreements are fully executed. Sample Resolution wording can be provided upon request.

Return to: CDI Enforcement Branch Headquarters
Local Assistance Unit Manager
2400 Del Paso Road, Suite 250
Sacramento, CA 95834

Sincerely,

A handwritten signature in blue ink that reads "Jan Perschler".

Janis Perschler
Manager, Local Assistance Unit

Enclosures

cc: Jason Aguirre, Senior Staff Analyst

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

FRAUD DIVISION

2400 DEL PASO ROAD, SUITE 250

SACRAMENTO, CA 95834

(916) 854-5760

www.insurance.ca.gov

Dave Jones, *Insurance Commissioner*

George Mueller, *Deputy Commissioner*



November 6, 2018

Gina Chen
Accountant
Solano County District Attorney's Office
675 Texas Street, Suite 4500
Fairfield, CA 94533

RE: Executed Original of the Fiscal Year 2018-19 Grant Award Agreement for the
Workers' Compensation Insurance Fraud Program

Dear Gina Chen:

Solano County was awarded \$185,681 for the Fiscal Year 2018-19 Workers'
Compensation Insurance Fraud Program.

Please find the following three documents enclosed:

- Executed Original of the Fiscal Year 2018-19 Grant Award Agreement
- Summary of Important Deadlines
- After Award Administrative Requirements

Sincerely,

Janis Perschler

Janis Perschler
Manager, Local Assistance Unit

Enclosures

cc: Jason Aguirre, Senior Staff Analyst

**INSURANCE COMMISSIONER
OF THE STATE OF CALIFORNIA**

GRANT AWARD AGREEMENT

Fiscal Year 2018-19

Workers' Compensation Insurance Fraud Program



The Insurance Commissioner of the State of California hereby makes an award of funds to **Solano County**, Office of the District Attorney, in the amount and for the purpose and duration set forth in this grant award.

This grant award consists of this agreement and the application for the grant and made a part hereof. By acceptance of the grant award, the grant award recipient agrees to administer the grant program in accordance with all applicable statutes, regulations, and Request-for-Application (RFA).

Duration of Grant: The grant award is for the program period **July 1, 2018** through **June 30, 2019**.

Purpose of Grant: This grant award is made pursuant to the provisions of California Insurance Code Section 1872.83 and shall be used solely for the purposes of enhanced investigation and prosecution of workers' compensation insurance fraud cases.

Amount of Grant: The grant award agreed to herein is in the amount of **\$185,681**. This amount has been determined by the Insurance Commissioner with the advice and consent of the Fraud Assessment Commission based on the estimated funds collected pursuant to Section 62.6 of the Labor Code. However, the actual total award amount for the county is contingent on the collection of assessments and the authorization for expenditure pursuant to Government Code Section 13000 et seq. The grant award shall be distributed pursuant to Section 1872.83 of the Insurance Code and the California Code of Regulations Subchapter 9, Article 3, Sections 2698.53, 2698.54, and 2698.57.

Official Authorized to Sign for Applicant/Grant Recipient  Name: Krishna A. Abrams Title: District Attorney Address: 675 Texas Street, Suite 4500 Fairfield, CA 94533 Date: <u>9/21/18</u>	DAVE JONES Insurance Commissioner  Name: George Mueller Title: Deputy Commissioner Date: <u>10-22-18</u>
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I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purposes of this expenditure.


Crista Hill, Budget Officer, CDI

10/25/18
Date

RESOLUTION NO. 2018 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE
SOLANO COUNTY DISTRICT ATTORNEY TO SUBMIT A GRANT APPLICATION TO THE
CALIFORNIA DEPARTMENT OF INSURANCE FOR THE WORKERS' COMPENSATION
INSURANCE FRAUD PROSECUTION PROGRAM**

Whereas, the Solano County District Attorney desires to continue its Automobile Insurance Fraud Prosecution Program ("Program") for the investigation and prosecution of automobile insurance fraud; and

Whereas, the Program is funded by state monies under California Insurance Code section 1872.8 and distributed and administered by the California Department of Insurance.

Resolved, the Solano County Board of Supervisors authorizes the Solano County District Attorney, on its behalf, to submit a grant application to the California Department of Insurance for funds and to accept those funds to continue the Program for the period July 1, 2018, through June 30, 2019, and to execute any grant award agreement, including any amendments or extensions thereof.

Resolved, it is agreed that any liability arising out of the performance of the Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and the California Department of Insurance disclaim responsibility for any such liability.

Resolved, neither the Board nor the District Attorney may use the grant funds to supplant expenditures controlled by either of them.

Resolved, the Program and the award are not subject to local hiring freezes.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on December 11, 2018, by the following vote:

AYES: Supervisors _____

NOES: Supervisors _____

EXCUSED: Supervisors _____

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

ATTEST:

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	33	Status:	Consent Calendar
Type:	Resolution	Department:	Probation
File #:	18-862	Contact:	Christopher Hansen, 784-4803
Agenda date:	12/11/2018	Final Action:	
Title:	Adopt a resolution and plaque of appreciation honoring Migdalia (Maggie) I. Luna, Office Coordinator, upon her retirement from the Solano County Probation Department with over 27 years of dedicated public service		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

Public Hearing Required? Yes___ No X

DEPARTMENTAL RECOMMENDATION:

The Probation Department recommends the Board of Supervisors adopt a resolution and plaque of appreciation honoring Migdalia (Maggie) I. Luna, Office Coordinator, upon her retirement from the Solano County Probation Department, with over 27 years of dedicated public service to Solano County.

SUMMARY/DISCUSSION:

Ms. Luna started her career in Solano County as Transcriber Typist on March 13, 1991. She was promoted to Legal Procedures Clerk on June 19, 1994, and to an Administrative Assistant on May 21, 1995. The County conducted a county-wide classification study resulting in Ms. Luna's reclassification to an Office Assistant III position on April 4, 1994. The position was further reclassified to an Office Coordinator position on December 17, 2006 where she has remained until her retirement.

Ms. Luna has dedicated herself to serving in various administrative support roles in the Probation Department. She served as the Department's Training Coordinator for over 10 years to assist in the oversight of the Standards and Training for Corrections (STC) program. Ms. Luna's exemplary work and dedication to the Department's training program resulted in the Department consistently passing the State mandated training hours' requirement for Probation Officers, Supervisors, and Managers, and the STC annual audit. During her career, Ms. Luna provided administrative support for the Juvenile Justice Delinquency Prevention Commission (JJJPC), and was commended for her professionalism and the great work that she did. In addition, Ms. Luna has served as the Department Coordinator for United Way Campaign, Relay for Life, Youth Agriculture Day Fundraising Challenge, and Solano and Contra Costa Food bank for over 12 years.

Ms. Luna has performed her duties throughout her years of service in an excellent, professional, compassionate, and responsible manner. She has always displayed a positive attitude and is always willing to help others. In her role as Office Coordinator, she displayed a commitment to the goal of the Solano County

Probation Department which is to Reduce Recidivism through Positive Behavior Change.

FINANCIAL IMPACT:

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

ALTERNATIVES:

The Board could choose not to adopt this resolution and plaque of appreciation. This is not recommended as this is an opportunity to recognize Maggie I. Luna's dedication and contributions to Solano County.

OTHER AGENCY INVOLVEMENT:

There is no other agency involvement.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2018 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING MAGGIE I. LUNA, OFFICE COORDINATOR, UPON HER RETIREMENT FROM THE SOLANO COUNTY PROBATION DEPARTMENT WITH OVER 27 YEARS OF DEDICATED SERVICE TO SOLANO COUNTY

WHEREAS, Maggie I. Luna, began her employment with the Solano County Probation Department as a Transcriber Typist on March 13, 1991; and

WHEREAS, Ms. Luna was promoted to Legal Procedures Clerk on June 19, 1994, to Administrative Assistant on May 21, 1995, reclassified to an Office Assistant III on April 4, 1999 and then reclassified to an Office Coordinator on December 17, 2006 where she remained until her retirement; and

WHEREAS, Ms. Luna served as the Department's Training Officer from 1995 through 2006 and was an active member of the Bay Area Training Officers (BATO) Association for over 10 years. She attended bi-monthly meetings where she provided updates to the committee regarding status of Solano County's training program and presented special training needs. She submitted the Annual Training Plan and quarterly reports to the State to justify eligibility for training funds, scheduled training for the Probation Officers, Supervisors and Managers, and completed all the training certification documents to comply with State requirements; and

WHEREAS, Ms. Luna was a valued member of the Juvenile Justice Delinquency Prevention Commission (JJDP) from 2005 through 2006. She provided administrative support to the committee, prepared reports, distributed monthly meeting minutes, and coordinated their annual awards ceremony; and

WHEREAS, Ms. Luna, served as the Department's Training Coordinator since 2006 and was responsible for scheduling mandatory training and maintaining records of attendance. In addition, she assists the Department's Training Officer in the oversight of the Standards and Training for Corrections (STC) program for approximately 175 staff, as mandated by the Board of State and Community Corrections (BSCC). She prepares the annual financial statement to report the STC program expenditures for the year, monitors the STC program budget and expenditures, maintains all training records, and reviews and processes all travel claims. Her exemplary work and dedication to the Department's training program resulted in the Department consistently passing the State mandated training hours' requirement for Probation Officers, Supervisors and Managers, and the (STC) annual audits; and

WHEREAS, Ms. Luna served as the Department Coordinator for the United Way Campaign, Relay for Life, Youth Agriculture Day Fundraising Challenge, and the Solano and Contra Costa Food Bank since 2006; and

WHEREAS, Ms. Luna has always displayed a high level of professionalism in all her interactions. Ms. Luna has performed her duties throughout her years of service in a caring, compassionate, and responsible manner. As an Office Coordinator, Ms. Luna has displayed a commitment to the goal of the Solano County Probation Department which is to Reduce Recidivism through Positive Behavior Change.

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

Dated this 11th day of December, 2018

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	34	Status:	Consent Calendar
Type:	Resolution	Department:	Resource Management
File #:	18-892	Contact:	Bill Emlen, 784-6765
Agenda date:	12/11/2018	Final Action:	
Title:	Authorize the Chair of the Board of Supervisors to sign the proposed Letter Agreement submitted by the City of Vacaville to amend the Joint Powers Agreement regarding the operations of Lagoon Valley Park to allow the City of Vacaville to waive the park's parking fee for disabled veterans		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Fee Waiver Letter Agreement, B - JPA Transfer Agreement		

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 authorize the Chair of the Board of Supervisors to sign the proposed Letter Agreement submitted by the City of Vacaville to amend the Joint Powers Agreement regarding the operations of Lagoon Valley Park Project to allow the City of Vacaville to waive the park's parking fee for disabled veterans.

SUMMARY/DISCUSSION:

On October 14, 1970 the City of Vacaville and the County entered a Joint Powers Agreement. The Joint Powers Agreement pertained to the ownership, maintenance, and operation of the Lagoon Valley Park Project. Under this agreement, the City acquired title to the property while the County was responsible for development and maintenance of the park.

On June 14, 1994, the City of Vacaville and the County entered an amendment to the Joint Powers Agreement and as part of the amendment, the City of Vacaville agreed to "use its reasonable best efforts to further the development of the park, and [to] keep the [park] facility open to all residents of Solano County on the same basis and at the same cost, if any, for admittance, use of facilities, and the like." The agreement also established that the City would assume all maintenance responsibilities.

On or about October 2018, the City of Vacaville requested that that the County approve another amendment to the Joint Power Agreement, via a letter agreement, to waive the park's parking fee for disabled veterans visiting the park in an appropriately designated vehicle; i.e., disabled veteran license plate issued by the California Department of Motor Vehicles. It was requested that the amendment, if executed, become effective as of the date last entered on the letter agreement submitted by the City of Vacaville.

Staff believes the proposed action is consistent with the agreement and will facilitate use and access to the park by disabled veterans.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY 2019/20 Adopted Budget.

There are no other specific costs to the County associated with adoption of the letter agreement. The City of Vacaville may see a very minor reduction in fee revenue but should have no impact on the City's ability to manage and improve Lagoon Valley Park

ALTERNATIVES:

The Board could choose not to adopt the proposal in the letter agreement submitted by the City of Vacaville to amend to the Joint Powers Agreement, but this is not recommended because City of Vacaville has diligently used "its reasonable best effort to further the development of the park...", one of the primary aims of the original Joint Powers Agreement, and adoption of the letter agreement would assist the City of Vacaville in continuing to do so.

OTHER AGENCY INVOLVEMENT:

County Counsel and the CAO's Office have reviewed the letter agreement submitted by City of Vacaville's proposing the amendment to the Joint Powers Agreement and approved it as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



CITY OF VACAVILLE

650 MERCHANT STREET
VACAVILLE, CALIFORNIA 95688-6908
www.cityofvacaville.com
707-449-5100

LEN AUGUSTINE
Mayor

DILENNA HARRIS
Councilmember

MITCH MASHBURN CURTIS HUNT
Vice Mayor

Councilmember

RON ROWLETT
Councilmember

ESTABLISHED 1850

Solano County Board of Supervisors
Solano County Administration Center
675 Texas Street
Fairfield, California 94533

City Council of the City of Vacaville
City of Vacaville
650 Merchant Street
Vacaville, California 95688

Re: Letter Agreement to Waive Lagoon Valley Parking Fees for Disabled Veterans

The City of Vacaville and the County of Solano are parties to a Joint Powers Agreement entered into on October 14, 1970 (attached hereto as Exhibit A). The Joint Powers Agreement pertain to the ownership, maintenance, and operation of the Lagoon Valley Park Project. The Joint Powers Agreement specifically permitted the County of Solano to transfer its ownership, and maintenance and operational obligations of the Lagoon Valley Park to the City of Vacaville.

On June 14, 1994, the parties entered into an amendment to the Joint Powers Agreement (attached hereto as Exhibit B). As a part of the amendment, the City of Vacaville agreed to "use its reasonable best efforts to further the development of the park, and [to] keep the [park] facility open to all residents of Solano County on the same basis and at the same cost, if any, for admittance, use of facilities, and the like."

The City of Vacaville now desires to amend its obligation regarding charging the same admission price to all Solano County residents. In particular, the City desires to waive the parking fee for any and all disabled veterans visiting the Lagoon Valley Park in an appropriately designated vehicle (i.e., Disabled Veteran license plate issued by the DMV). To that end, the City of Vacaville requests the Solano County Board of Supervisors to consent and agree that the City of Vacaville may waive the parking fee for any and all disabled veterans visiting the Lagoon Valley Park in an appropriately designated vehicle.

By signing this letter agreement, the parties hereby attest that they agree to the waiver of parking fees for any and all disabled veterans visiting Lagoon Valley Park in an appropriately designated vehicle and that the waiver shall be effective as of the date last entered on this letter agreement. The parties further agree that the waiver may only be modified by a written amendment duly executed by the parties to this letter agreement. All other terms and conditions of the October 14, 1970 Joint Powers Agreement and the June 14, 1994 amendment shall remain in full force and effect.

CITY OF VACAVILLE
a California municipal corporation

COUNTY OF SOLANO
a California political subdivision

Len Augustine
Mayor, City Council

John Vasquez
Chairman, Board of Supervisors

Date

Date

In the Board of Supervisors, County of Solano
State of California

IN THE MATTER OF

JOINT POWERS AGREEMENT BETWEEN COUNTY
OF SOLANO AND CITY OF VACAVILLE PERTAINING
TO LAGOON VALLEY PARK PROJECT DEVELOPMENT

Extract of the meeting
of Sept. 15 1970

A proposed joint powers agreement between the County of Solano and the City of Vacaville pertaining to the acquisition and development of the LAGOON VALLEY PARK PROJECT (it previously having been determined by both agencies that this project was a matter of mutual interest) was submitted by Administrator Palmer for Board consideration.

The agreement detailed the responsibilities to be assumed by each agency for the consumation of the project.

The Board indicated its approval of the Agreement as submitted, whereupon it was moved by Supervisor Scofield, seconded by Supervisor Church, that the Chairman be authorized to execute the Joint Powers Agreement on behalf of the County.

So ordered by unanimous vote of members present.

481

I, NEIL CRAWFORD, County Clerk of the County of Solano, and ex-officio clerk of the Board of Supervisors in and for said County, do hereby certify the within and aforesaid to be a full, true and correct copy of an order made and entered on the minutes of said board.

Witness my hand and Seal of said Board this

15 day September 1970

NEIL CRAWFORD, County Clerk

By

Allen Starnes
Deputy Clerk

A G R E E M E N T

This Joint Powers Agreement made and entered into this 14th day of October, 1970 by and between the COUNTY OF SOLANO, a Political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITY OF VACAVILLE, hereinafter referred to as "CITY";

W I T N E S S E T H:

WHEREAS, the parties hereto are duly constituted public agencies and have heretofor determined that the acquisition and development of the Lagoon Valley Park Project is a matter of mutual interest;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter stated and the performance thereof the parties hereto do hereby agree as follows:

1. The CITY will make all necessary applications to COUNTY, State and Federal Agencies for the funding of land acquisition and for development of said Lagoon Valley Park Project. Title to all lands thereof will be in the name of the CITY;
2. The COUNTY will be responsible for:
 - (a) The acquisition of lands, including appraisals;
 - (b) The development of the recreational facilities including design;
 - (c) Continuing services, including administration, operation, maintenance and legal.
3. Changes or modifications to this Joint Powers

Agreement must be by mutual consent of both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto by their duly authorized officers.

COUNTY OF SOLANO, A political
subdivision of the State of
California.

CITY OF VACAVILLE,

By Wallace L. Brazelton
WALLACE L. BRAZELTON, Chairman
Board of Supervisors.

By A. T. Chancellor
A. T. CHANCELLOR, Mayor

AMENDMENT TO JOINT POWERS AGREEMENTLAGOON VALLEY PARK

This contract is an amendment to the Lower Lagoon Valley Joint Powers Agreement, and is made by and between the County of Solano ("County"), a political subdivision of the State of California and the City of Vacaville ("City"), a municipal corporation.

RECITALS

WHEREAS, County and City entered into a Joint Powers Agreement (hereinafter, "agreement") dated October 14, 1970 pertaining to the acquisition and development of Lagoon Valley Park ("the park"); and

WHEREAS, that agreement, among other things, gave primary responsibility to County for the development and on-going maintenance of the park, although title to the park land was to remain with City; and

WHEREAS, government financing of recreation and park facilitates has changed substantially since the agreement was approved in 1970, and the parties now agree that City is in the best position to further develop and operate the park; and

1 WHEREAS, transferring to City the development and
2 operational responsibilities for the park will free County
3 funds for the development and operation of other County
4 parks, may speed the development of Lagoon Valley Park for
5 the enjoyment of all City and County residents, and will
6 serve as an example of cooperative service consolidations
7 which are in the public interest; and
8

9 WHEREAS, the Board of Supervisors of Solano County and the
10 City Council of the City of Vacaville have approved this
11 agreement at duly noticed meetings of their respective
12 public agencies;
13

14 AMENDMENT TO AGREEMENT
15

16 NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET
17 FORTH HEREIN, the County and City hereby amend that certain
18 joint powers agreement relating to Lagoon Valley Park, dated
19 October 14, 1970, in the following respects:
20

21 1. Subject to the specific provisions herein,
22 responsibility and authority for the development,
23 operation and maintenance of Lagoon Valley Park is
24 shifted from County to City, effective July 1, 1994.
25

26 2. City will use its reasonable best efforts to
27 further the development of the park, and will keep the
28 facility open to all residents of Solano County on the

1 same basis and at the same cost, if any, for
2 admittance, use of facilities, and the like.
3

4 3. The park will remain in use for public recreation
5 purposes and as otherwise required by deed restrictions
6 or financial grant requirements applicable to the
7 property. This provision, however, shall not limit
8 City's authority to enter into agreements with private
9 concessionaires to operate recreation or other
10 facilities at the park.
11

12 4. For the fiscal year July 1, 1994 through June 30,
13 1995, City will and hereby does contract with County
14 for County to supply City with personnel and support
15 services, including equipment, for the routine
16 operation and maintenance of the park's physical plant
17 and grounds. Such services shall be provided by County
18 personnel and with County resources. All County
19 employees providing such services shall be covered
20 exclusively by County benefits, including workers'
21 compensation, and subject exclusively to County
22 personnel rules and requirements. County shall provide
23 such services in the same manner they have been
24 provided heretofore, and in no case to an extent
25 greater than such services were rendered for the park
26 by County prior to July 1, 1994. City and County
27 representatives shall meet and cooperate as needed in
28

1 order to achieve a smooth transition to complete City
2 routine operation and maintenance as of July 1, 1995.

3
4 5. City shall compensate County in the amount of
5 \$70,000.00, payable in twelve equal monthly
6 installments, for the provision of such personnel and
7 support services. County shall retain all entrance
8 fees and other revenue from park operations until July
9 1, 1995.

10
11 6. County will cooperate with City in all facets of
12 the transition to complete City routine operation and
13 maintenance of the park on July 1, 1995, including, but
14 not limited to, providing City file information,
15 construction drawings, technical support, and non-
16 financial assistance on efforts to obtain grant
17 funding.

18
19 7. All equipment and supplies currently being used by
20 County for the operation and maintenance of the park
21 shall remain the property of County, and may be removed
22 from the park when City assumes full routine
23 maintenance and operation responsibilities on July 1,
24 1995.

25
26 8. City accepts the park in an "as is" condition,
27 without any warranty or representation by County as to
28 its condition, safety, or compliance with laws,

1 regulations, and requirements pertaining to park
2 development. County shall, until July 1, 1995,
3 continue to be responsible for all claims, actions,
4 liabilities, and suits arising out of the operation and
5 maintenance of the park, and will hold harmless and
6 indemnify City therefrom. On July 1, 1995, complete
7 responsibility for such items shall shift to City, and
8 except for those which arise out of events which
9 occurred on or before June 30, 1995.

10
11 This section is not intended to, nor shall it, relieve
12 responsibility of County for any costs of remediation
13 of existing conditions of the park relative to any
14 hazardous or toxic substances deposited on the site
15 during the period between October 14, 1970 and July 1,
16 1994. As to any such remediation, County shall defend,
17 save, hold harmless and indemnify City from and against
18 such demands, claims, liabilities, and causes.

19
20 Dated: June 14 , 1994

21 CITY OF VACAVILLE

22 BY

Don A. Fleming
Mayor
(TITLE)

23 COUNTY OF SOLANO

24 BY

William J. Carroll
Chairman, Board of Supervisors
(TITLE)



Solano County

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

Agenda Submittal

Agenda #:	35	Status:	Consent Calendar
Type:	Appointment	Department:	Board of Supervisors
File #:	18-871	Contact:	Jim Spring, 784-6136
Agenda date:	12/11/2018	Final Action:	
Title:	Approve the reappointment of Wayne Engell to the Solano Cemetery District, representing District 3, for a 4 year term to expire on January 2, 2023		
Governing body:	Board of Supervisors		
District:	District 3		
Attachments:			

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

DEPARTMENTAL RECOMMENDATION:

Supervisor Spring requests the Board approve the reappointment of Wayne Engell to the Solano Cemetery District, representing District 3, for a 4 year term to expire on January 2, 2023.

SUMMARY/DISCUSSION:

Wayne Engell was born in Suisun. His family moved to the Suisun Valley in the 1950's where he lived on a local walnut orchard ranch. He also served from 1963 to 1978 as the Assistant Chief in the Cordelia Fire District in a volunteer capacity. He was first appointed to the Solano Cemetery District in 2010 and desires to continue to serve.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the District 3 FY2018/19 Adopted Budget.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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

Agenda Submittal

Agenda #:	36	Status:	Consent Calendar
Type:	Appointment	Department:	Board of Supervisors
File #:	18-872	Contact:	Jim Spering, 784-6136
Agenda date:	12/11/2018	Final Action:	
Title:	Approve the reappointment of Earl Kilmer to the Solano Cemetery District, representing District 3, for a 4 year term to expire on January 2, 2023		
Governing body:	Board of Supervisors		
District:	District 3		
Attachments:			

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

DEPARTMENTAL RECOMMENDATION:

Supervisor Spering requests that the Board approve the reappointment of Earl Kilmer to the Solano Cemetery District, representing District 3, for a 4 year term to expire on January 2, 2023.

SUMMARY/DISCUSSION:

Earl Kilmer is a long-time resident of Fairfield. His community service includes 28 years as a Volunteer Firefighter with the Suisun Fire Protection District, the Solano County Advisory Board for the Red Cross and decades as Rotarian. He was first appointed to the Solano Cemetery District in 2010 and desires to continue to serve.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the District 3 FY2018/19 Adopted Budget.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

675 Texas Street
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Agenda Submittal

Agenda #:	37	Status:	Regular Calendar
Type:	Appointment	Department:	County Counsel
File #:	18-873	Contact:	Dennis Bunting, 784-6145
Agenda date:	12/11/2018	Final Action:	
Title:	Consider acknowledging the notice to retire from the Office of Solano County Auditor-Controller by Auditor-Controller Simona Padilla-Scholtens, Certified Public Accountant, on December 14, 2018; and Consider appointing Auditor-Controller-elect Phyllis Taynton, Certified Public Accountant, to fill the unexpired term of the Auditor-Controller effective December 15, 2018		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Letter of Retirement		

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 acknowledge the notice to retire from the Office of Solano County Auditor-Controller by Auditor-Controller Simona Padilla-Scholtens, Certified Public Accountant (CPA), on December 14, 2018; and consider appointing Auditor-Controller-elect Phyllis Taynton, CPA, to fill the unexpired term of the Auditor-Controller effective December 15, 2018.

SUMMARY/DISCUSSION:

On October 17, 2018, the Board received a letter from Auditor-Controller Simona Padilla-Scholtens providing official notice of her retirement from the Office of Solano County Auditor-Controller on December 14, 2018. The current term of the Auditor-Controller continues until January 7, 2019 and the new term begins at 12 o'clock noon on January 7, 2019. (Government Code section 24200.)

On June 5, 2018, Assistant Auditor-Controller Phyllis Taynton was elected to the Office of Solano County Auditor-Controller. Both Auditor-Controller Padilla-Scholtens and Auditor-Controller-elect Taynton request that the Board of Supervisors appoint Ms. Taynton to fill the unexpired term of the Auditor-Controller, effective December 15, 2018.

In filling the vacancy of the Office of Auditor-Controller, the Government Code provides few options for the Board of Supervisors to consider and no provision exists for a special election to fill the vacated position. Specifically, under Government Code section 24105, when the Office of Auditor-Controller is vacant, the duties of Auditor-Controller are "temporarily" discharged by an assistant "until the vacancy in the office is filled in the manner provided by law."

While section 24105 makes an assistant the Auditor-Controller when that office becomes vacant, it merely gives an assistant the authority and duty as an assistant to perform the duties of the Auditor-Controller while the office remains vacant. Thus, an assistant retains his or her position as an assistant while performing the duties of Auditor-Controller.

Alternatively, under Government Code section 25304, the Board of Supervisors may fill the vacancy by an appointment of a new Auditor-Controller, who will hold the office for the balance of the term.

Accordingly, the Board may choose to take no action and the Assistant Auditor-Controller Taynton retains her position as the assistant while performing the duties of both the Auditor-Controller and the assistant.

Alternatively, the Board could appoint the Auditor-Controller-elect Taynton as the Auditor-Controller.

The County Administrator and our office recommend that the Board honor the requests of Auditor-Controller Padilla-Scholtens and Auditor-Controller-elect Taynton and appoint Phyllis Taynton as the Solano County Auditor-Controller to ensure a seamless transition.

FINANCIAL IMPACT:

The FY2018/19 Adopted Budget for the Auditor-Controller's Office includes funding for the positions of Auditor-Controller and Assistant Auditor-Controller; therefore, there is no additional financial impact to the County General Fund. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

OTHER AGENCY INVOLVEMENT:

This agenda item had been prepared in consultation with the County Administrator and Auditor-Controller Padilla-Scholtens and Auditor-Controller-elect Taynton.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

OFFICE OF THE AUDITOR-CONTROLLER

SIMONA PADILLA-SCHOLTENS, CPA
Auditor-Controller

PHYLLIS TAYNTON, CPA
Assistant Auditor-Controller



**SOLANO
COUNTY**

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

www.solanocounty.com

October 17, 2018

Solano County Board of Supervisors
675 Texas Street, Suite 6500
Fairfield, CA 94533

Dear Board Members,

I have decided to retire effective December 15, 2018. Therefore, my last day as Solano County's Auditor-Controller will be December 14, 2018. I began my career with Solano County on February 14, 1984. It has been almost 35 years since I came to work for Solano County. I have truly enjoyed my career!

Working for the County allowed me to professionally develop from an entry auditor to the elected position of Auditor-Controller. I have lived, worked and played in our County during my entire career.

I want to thank the Board of Supervisors, County Administrator's Office, Department Heads, all the Auditor-Controller's Office staff and the many friends for their support during my tenure. I also want to thank the voters of Solano County for trusting in me as your elected Auditor-Controller for the past 14 years.

Respectfully,


Simona Padilla-Scholtens, CPA
Auditor-Controller



Solano County

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

Agenda Submittal

Agenda #:	38	Status:	Regular Calendar
Type:	Report	Department:	Workforce Development Board
File #:	18-879	Contact:	Heather Henry, 863-3501
Agenda date:	12/11/2018	Final Action:	
Title:	Receive a report from Heather Henry, President/Executive Director of the Workforce Development Board of Solano County, on the continued progress and key initiatives of workforce activities		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Presentation		

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

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors receive a report on progress and activities from Heather Henry, President/Executive Director of the Workforce Development Board (WDB) of Solano County.

SUMMARY:

The presentation will provide an update on programmatic activities and strategies for FY2018/19, as well as a general overview of workforce activities conducted.

FINANCIAL IMPACT:

The WDB does not receive general funds from the County. The WDB submits a plan for grant activities, service levels, and use of funds, to the State of California on behalf of the County. The State allocates Federal money to the WDB through the County based on predetermined funding formulas. The WDB may also receive discretionary funding awards through the North Bay Employment Connection regional collaborative, through federal/state/local funding awards for special workforce projects, and through other awarded service contracts.

DISCUSSION:

The WDB has been focused in FY2017/18 on five main priorities: 1) Strengthening Adult and Business Services, 2) Expanding Youth Programming, 3) Augmenting Brand and Outreach Efforts, 4) Strengthening Job Center Activities, and 5) Streamlining Administrative Processes. These priorities are intended to improve programming, awareness, and organizational infrastructure of the WDB. The presentation will review the programmatic activities of the WDB in the past months, provide an overview of participant demographics, and outline activities and initiatives to come.

ALTERNATIVES:

The Board may choose not to receive the report from the WDB. This is not recommended because this presentation support efforts to improve workforce development services within Solano County.

OTHER AGENCY INVOLVEMENT:

The County Administrator's Office has been consulted and concurs with the recommendation.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Review of Workforce Development Board Activities

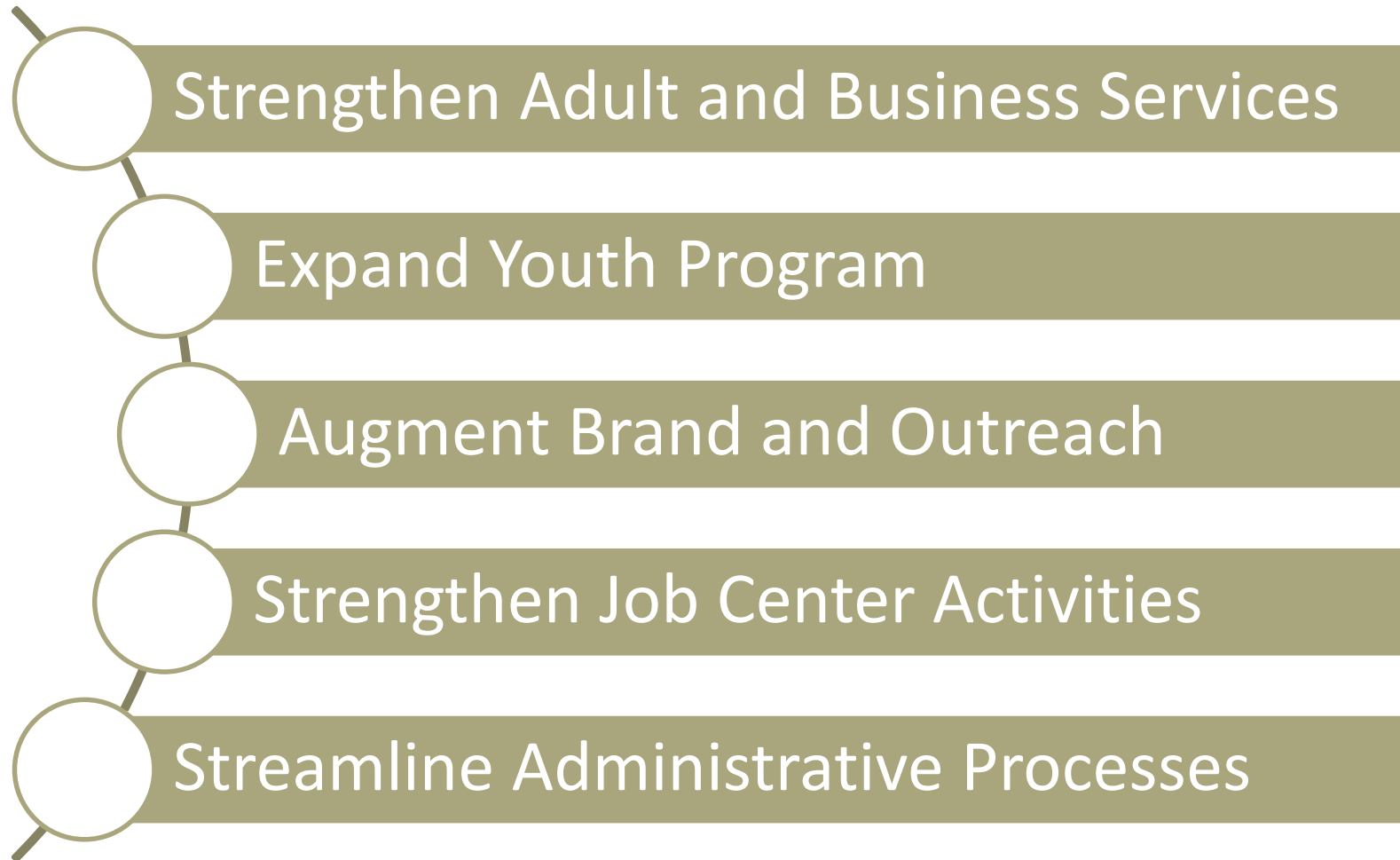
Heather Henry, Executive Director

Workforce Development Board of Solano County

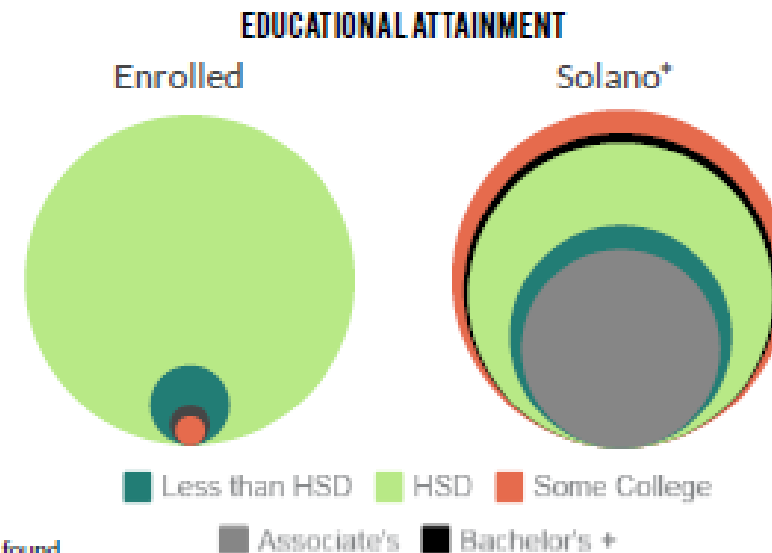
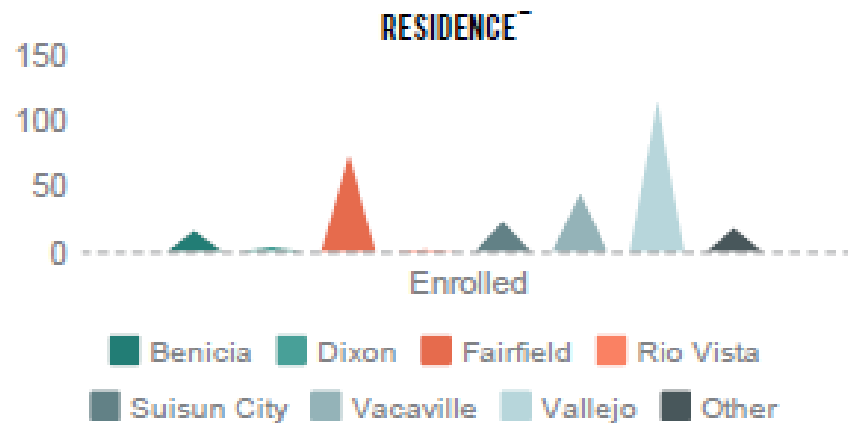
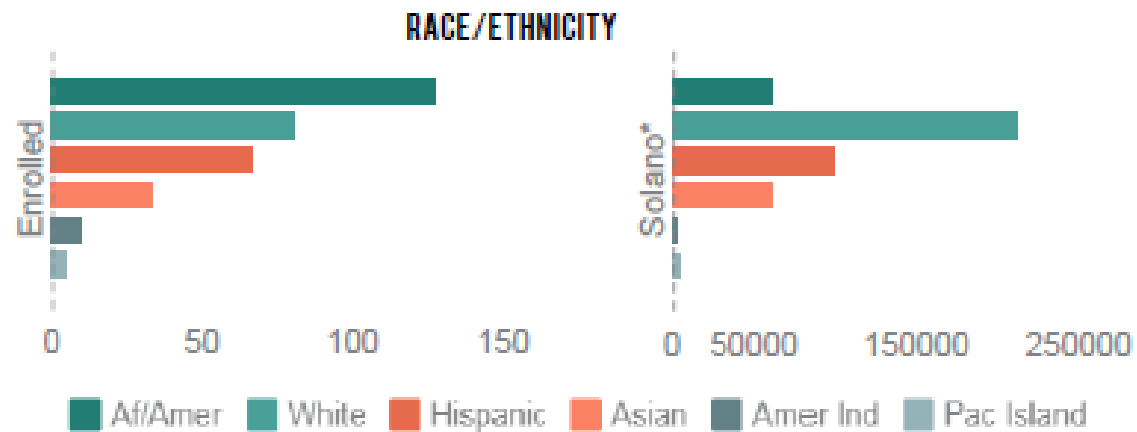
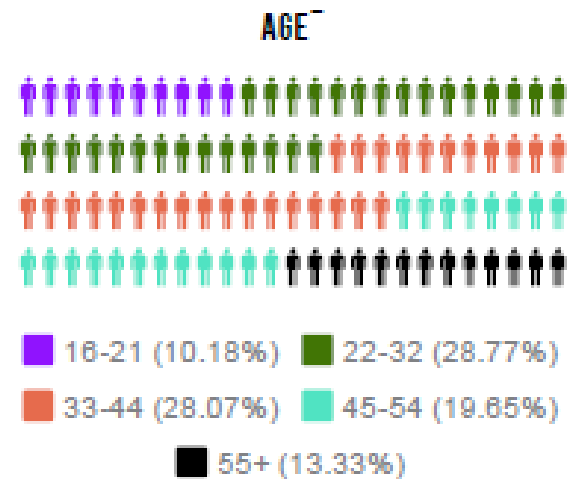
Item #:

File #: 18-879

Five FY2019 Priorities



Who We're Serving



*: No statistical difference between percentages of age or residence of enrolled vs. Solano County were found.

WIOA Outcomes – FY19Q1



83 Newly Enrolled

50 Individuals Started Training



17 Individuals Received Industry Certifications

26 Individuals Employed



\$19.88
Median Wage



\$2,950.27
Cost per Job Seeker Served



\$1.27/HR
Ave. Increase in Wages After Using WDB Services



85%

TRAINING-RELATED PLACEMENT



53%

SOLANO COUNTY PLACEMENTS

vs. **36%** Solano Co. average*

Initiatives

- Job Seekers
 - Disability Employment Accelerator
 - Fire Rebuilding Grant
 - Work-Based Learning Initiative
 - Homeless Taskforce
- Businesses
 - Vacaville Business Retention Visits
 - KUIC “Hiring in Solano” Spotlight
- Youth
 - Vallejo Chamber Youth Survey
 - Youth Data Project
 - INSPIRE
 - Youth Pre-Apprenticeship Program



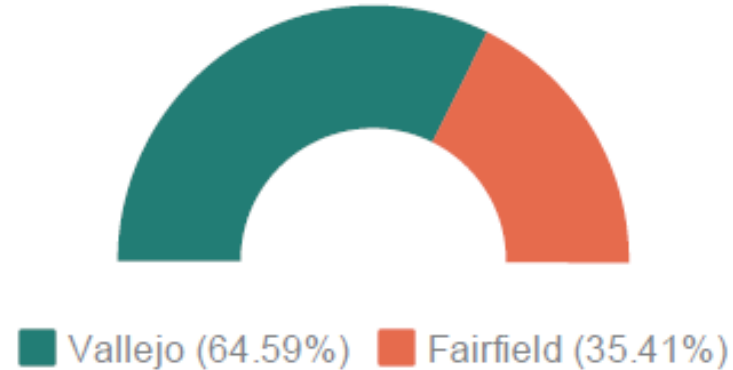
SERVICES

Job Centers

- Justice-Involved Activities
- Entrepreneurship Summit
- Department of Child Support Services Partnership
- Community Pro Referral System



JOB CENTER TRAFFIC BY LOCATION



A group of business professionals are seated around a conference table in a meeting. The image is split into two panels. The left panel shows a close-up of three people: a man on the left, a woman in the middle, and another woman on the right. They are all looking towards the right. The right panel shows a wider view of the meeting, with several people seated around the table. A man in the foreground is gesturing with his hand while speaking. The background is slightly blurred, showing a modern office environment with large windows.

What's Next?

- Local Workforce Plan Revisions
- Small Business Supports
- Regional Initiatives
- Intensified Focus on Re-Entry
- Incumbent Worker Training
- Youth Contracting
- Cross-Agency Training



Solano County

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

Agenda Submittal

Agenda #:	39	Status:	Consent Calendar
Type:	Contract	Department:	County Administrator
File #:	18-891	Contact:	Birgitta Corsello, 784-6100
Agenda date:	12/11/2018	Final Action:	
Title:	Consider approval of two initial agreements with Solano Shelter, Inc.: a Contribution agreement to provide housing and other services for individuals and families experiencing homelessness for a period of 10 years, and a Start-up Funding agreement for up to \$270,000, beginning January 1, 2019 through June 30, 2019, to provide housing and other services for individuals and families experiencing homelessness; Authorize the County Administrative Officer to execute the Contribution and Start-up Funding agreements and delegate authority to the County Administrator to execute any amendments to these agreements necessary to effect the intent of this item; and Approve an Appropriations Transfer Request for \$270,000 (4/5 vote required)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contribution Agreement, B - Start-Up Funding Agreement		

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

Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

The County Administrative Office and the Department of Health and Social Services recommend that the Board approve two initial agreements with Solano Shelter, Inc.: a Contribution agreement to provide housing and other services for individuals and families experiencing homelessness for a period of 10 years, and a Start-up Funding agreement for up to \$270,000, beginning January 1, 2019 through June 30, 2019, to provide housing and other services for individuals and families experiencing homelessness; Authorize the County Administrative Officer to execute the Contribution and Start-up Funding agreements and delegate authority to the County Administrator to execute any amendments to these agreements necessary to effect the intent of this item; and Approve an Appropriations Transfer Request for \$270,000 (4/5 vote required).

SUMMARY/DISCUSSION:

Mission Solano Rescue Mission (Mission Solano) indicated in Spring 2018 that it will no longer operate 310 Beck Avenue, Fairfield, CA as a transitional housing shelter due to financial difficulties. A Request for Proposal was issued by the City of Fairfield and Shelter, Inc. was selected as the successor provider of shelter and sheltering services at 310 Beck Avenue. Shelter, Inc. has been meeting with County staff, City of Fairfield staff, cities' staff and other stakeholders interested in establishing a new operator for 310 Beck. The focus of the meetings has been to secure sustainable funding and contracts for services to be provided at 310 Beck Avenue. Shelter, Inc. has created a subsidiary organization, Shelter Solano, Inc., which will be the local service provider and administrator of services. In recognition of the public benefit of these services, Shelter,

Inc. had requested that the outstanding balance and interest on the Amended and Restated Loan Agreement between Mission Solano and the County be forgiven. The recommended Contribution agreement provides for Shelter, Inc. to operate the 310 Beck Avenue facility as a housing and housing services shelter facility for a period of ten years and guarantees to the County one dedicated bed each year during the ten-year period in lieu of payments on the outstanding balance and interest remaining on the Amended and Restated Loan Agreement. Shelter, Inc. has also requested start-up funding from the County and Solano County cities. The recommended agreement provides for start-up funding up to \$270,000 with the amount contributed relative to the combined contributions from the incorporated cities in Solano County and a guarantee of two dedicated beds during the twelve month period of the start-up funding agreement. The funding would be provided in monthly payments in an amount based on the guaranteed match funding from the cities on the first of each month.

Health and Social Services staff intends to bring three agreements with Shelter, Inc. for services to H&SS will allow mental health clients and CalWORKs clients to be sheltered and housed, receive case management services and move toward permanent supportive housing to the Board in January. The scope and budget of these contracts are in the process of being finalized and will not exceed a total of \$600,000 through June 30, 2019.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget. Funding for the start-up funding agreement will come from H&SS' Mental Health reserve fund. The costs associated with the mental health beds will be covered by Mental Health Services Act (MHSA) funding and one-time Homeless Mentally Ill Outreach and Treatment (HMIOT) funding. CalWORKs will provide the funding for the CalWORKs clients.

ALTERNATIVES:

The Board could choose not to approve the contribution agreement or the start-up funding agreement with Solano Shelter, Inc. or to modify the terms of either agreement. If the agreements are not approved, Solano Shelter, Inc. has indicated it will not be able to operate 310 Beck. If the Board chooses to modify either agreement, staff would need to review the modified terms with Shelter Solano, Inc.

OTHER AGENCY INVOLVEMENT:

County Counsel will review and approve the agreements for legal sufficiency.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**CONTRIBUTION AGREEMENT
BETWEEN COUNTY OF SOLANO AND SOLANO SHELTER, INC.**

THIS AGREEMENT (the "Agreement") is made as of _____, 2018 (the "Date of Agreement"), between the COUNTY OF SOLANO, a political subdivision of the State of California (the "County") and SOLANO SHELTER, INC., a California nonprofit corporation (the "Shelter"), collectively referred to as the "Parties" or individually as a "Party".

R E C I T A L S

WHEREAS, in May 2007, County contributed \$1 million to Mission Solano Rescue Mission, Inc. ("Mission Solano") towards the construction of Phase 1 of a transitional residential housing project, commonly referred to as the Bridge to Life Center ("BLC") at 310 Beck, Fairfield, CA; and

WHEREAS, on May 29, 2009, County entered into an agreement ("the Original Loan") with Mission Solano in which County agreed to loan \$750,000 to Mission Solano to partly fund the construction Phase 2 of BLC, which was to be repaid no later June 30, 2014; and

WHEREAS, on June 12, 2012, the County and Mission Solano executed a second agreement (the "Amended and Restated Loan Agreement") to modify the terms of the Original Loan by extending the repayment period and reducing the interest rate; and

WHEREAS, Mission Solano has since informed the County that it could no longer continue to operate the BLC; and

WHEREAS, Shelter is willing to use the BLC to provide housing and other services for individuals and families experiencing homelessness provided that the outstanding principal amount, and any accrued interest, of the Amended and Restated Loan Agreement is forgiven; and

WHEREAS, in recognition of the public benefit provided by Shelter's continued operation of BLC and the housing and homeless services that complement and support County's own social service programs, County desires to excuse the outstanding balance in exchange for the guarantee of one (1) dedicated bed at BLC for County clients for a period of ten (10) years.

COUNTY AND SHELTER MUTUALLY AGREE as follows:

1. OPERATION AND USE OF THE PROJECT AS EMERGENCY HOUSING AND HOUSING SERVICES SHELTER

In consideration of and as a condition of the County's willingness to waive its right to seek cash repayment of the outstanding loan balance of \$654,501, Shelter covenants and agrees for itself, its successors and its assigns to operate BLC as shelter

housing for individuals and families experiencing homeless. Shelter further agrees to guarantee a minimum of one bed, available on a daily basis for the Term of this Agreement, for a County-placed client. This guaranteed bed is intended to be separate and distinct from any other bed purchased, rented, or paid for under separate contract by the County.

2. CONDITIONS OF CONTRIBUTION

Shelter acknowledges, understands and agrees that County's commitment to contribute funds that it is otherwise entitled to collect is conditioned upon the satisfaction of the following conditions precedent:

- a. Shelter, or a wholly-owned subsidiary of Shelter, possesses the right to use BLC.
- b. Shelter has applied for and obtained discretionary land use entitlements (if any) necessary to allow Shelter to operate the BLC as outlined and specified in this Agreement, and all exhibits identified and incorporated by each agreement.
- c. County has received and approved a copy of Shelter's organizational documents to document the power and authority of Shelter to enter into and perform its obligations under this Agreement and to operate BLC.

3. TERM AND TERMINATION

- a. The Term of this Agreement is for a period of ten (10) years from the date of the commencement of services at BLC by Shelter, unless it is terminated earlier as provided below.
- b. In the event that Shelter desires to cease operations prior to the end the term, Shelter agrees to execute a security instrument in favor of the County against Shelter's interest in BLC, representing the depreciated value of the County's contribution to the construction of the Facility, calculated at \$57,600/year, or portion thereof, of the unexpired term.

4. OBLIGATION TO REFRAIN FROM DISCRIMINATION

Shelter covenants and agrees for itself, its successors, its assigns and every successor in interest to BLC or any part thereof, that there shall be no discrimination against or segregation of any person, or group of persons on account of race, color, creed, religion, sex, gender and/or gender identification, age, marital status, ancestry, national origin, physical handicap or other arbitrary factor in the use, occupancy, tenure or enjoyment of the BLC or any part thereof, nor shall Shelter itself or any person acting on its behalf establish or permit any such practice or practices of discrimination.

5. REPRESENTATIONS AND WARRANTIES

In order to induce County to enter into this Agreement, Shelter represents and warrants to County as follows:

a. Shelter is duly organized, validly existing, and in good standing under the laws of the State of California with the power to own its assets and to transact business in California.

b. Shelter has the authority and power to execute and deliver any document required under this Agreement and to perform any condition or obligation imposed under the terms of such documents.

c. The execution, delivery and performance of this Agreement and each document incident to this Agreement will not violate any provision of any applicable law, regulation, order, judgment, decree, article of incorporation, by-law, indenture, contract, agreement, or other undertaking to which Shelter is a party, or which purports to be binding on Shelter or its assets.

d. To the knowledge of Shelter, there is no action, suit, investigation, or proceeding pending or, to the knowledge of Shelter, threatened, against or affecting Shelter or any of its assets which, if adversely determined, would have a material adverse affect on the financial condition of Shelter or the operation of its business.

6. EVENTS OF DEFAULT.

An event of default will occur if any of the following events occurs:

- a. Any representation or warranty made by Shelter in this Agreement, or in any certificate, financial statement, or other statement furnished by Shelter to County is untrue in any material respect at the time when made and the County is materially harmed by it.
- b. Default by Shelter in the observance or performance of any other covenant or agreement contained in this Agreement which is not cured within 30 days (or such longer period as is reasonably necessary) of receipt of written notice from County of such default.
- c. Termination of Shelter's sublease with the City of Fairfield for the use of BLC.
- d. Shelter or any guarantor (i) seeks entry of an order for relief as a debtor in a proceeding under the Bankruptcy Code; (ii) seeks, consents to, or does not contest the appointment of a receiver for itself or for all or any part of its property; (iii) files a petition seeking relief under the bankruptcy, arrangement, reorganization, or other debtor relief laws of the United States or any state or any other competent jurisdiction; (iv) makes a general assignment for the benefit of its creditors; or (v) states in writing its inability to pay its debts as they mature.

7. REMEDIES

Upon the occurrence of an event of default as defined above, upon 30 days' notice to Shelter, County will notify Shelter and request an appropriate cure. To the extent permitted by law, Shelter waives any rights to presentment, demand, protest, or

notice of any kind in connection with this Agreement. No failure or delay on the part of County in exercising any right, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. Shelter agrees to pay all costs of collection incurred by reason of the default, including court costs and reasonable attorney's fees.

8. NOTICE

Any written notice will be deemed effective on the date such notice is placed, first class, postage prepaid, in the United States mail, addressed to the party to which notice is being given as follows:

County: Solano County
Attn: County Administrator
675 Texas St., Suite 6500
Fairfield, CA 94533

Shelter: Solano Shelter Inc.
Attn.: _____

9. INDEMNIFICATION

Shelter agrees to indemnify County with regard to any liability, including attorneys' fees and costs, on the part of the County which may arise from this Agreement, including costs incurred by County in connection with enforcing this Agreement.

10. GENERAL PROVISIONS

a. SURVIVAL OF TERMS. All representations and warranties made in this Agreement shall survive the execution and delivery of this Agreement. This Agreement will be binding upon and inure to the benefit of Shelter and County, their respective successors and assigns, except that Shelter may not assign or transfer its rights or delegate its duties under this Agreement without the prior written consent of County.

b. INSPECTION, ACCOUNTING, AND RETENTION OF RECORDS

i. Authorized representatives of County, the state and/or the federal government may inspect and/or audit Shelter's performance and/or records pertaining to this Agreement.

ii. Shelter agrees to provide, on the 1st business day, a list of Shelter's clients, which will include each client's city of origin and referring agency along with the specific use of the County's guaranteed bed in the prior month.

ii. All records shall be retained for a minimum of four years after termination of this Agreement.

c. CHOICE OF LAW

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

d. CHANGES AND AMENDMENTS

The parties may request changes in this Agreement. Any mutually agreed upon changes shall be effective when only incorporated in written amendments to this Agreement.

e. SEVERABILITY

If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

f. ENTIRE AGREEMENT

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

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

COUNTY:

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

By: _____
Birgitta E. Corsello,
County Administrator

Shelter:

SOLANO SHELTER, Inc.
a California nonprofit public benefit
corporation

By: _____

START UP MATCH FUNDING AGREEMENT
BETWEEN SOLANO COUNTY AND SHELTER SOLANO, INC.

This START UP FUNDING AGREEMENT, dated as of _____, 2018 (this "Agreement"), is made by and between SOLANO COUNTY, a political subdivision of the State of California (the "County") and SHELTER SOLANO INC., a California non-profit public benefit corporation established under the Nonprofit Public Benefit Corporation Law of the State of California ("Operator").

RECITALS:

WHEREAS, Operator is commencing operations at a facility on Beck Avenue (the "Facility"), which is the largest shelter facility in the city and county, providing housing and other services for individuals and families experiencing homelessness.

WHEREAS, Operator has requested operating funds from the communities served by the Facility.

WHEREAS, the County desires to support continued operations at the Facility by providing start up funding because closure of the facility would harm the homeless community served at the Facility and would be detrimental to the health and welfare of the surrounding communities, including the County.

WHEREAS, County and Operator each desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements and covenants contained here and for other valuable consideration, the parties formally covenant, agree, and bind themselves as follows:

ARTICLE 1
TERM; FUNDING; FUNDING ADJUSTMENTS

Section 1.1 Term. This Agreement shall terminate and shall be of no further force or effect after all of the funds have been disbursed or the agreement is terminated by the County Administrator pursuant to section 1.4 below.

Section 1.2 Start Up Match Funding. County will contribute \$1.85 for every \$1.00 contributed by the incorporated cities in Solano County, up to a maximum County contribution of \$270,000 (the "Start Up Funding"). Once the calculation of County's contributions exceeds \$91,250, Operator will guarantee two beds for 365 days for use by County clients,. The County shall disburse Start Up Funding in three monthly payments equivalent to 35%, 35% and 30% of the Start Up funding, with the first payment to be made within 15 days of Operator receiving, and notifying the County of, the necessary approvals from the City of Fairfield to begin operations at the Facility. Each subsequent disbursement to occur by the following 15th of the month, unless such date is a weekend or holiday, in which case disbursement will occur on the next succeeding business day. The amount of each payment will be calculated based on receipt of verification of incorporated cities' funding as of the 1st of each month as outlined in Section 2.3.

Section 1.3 Funding Adjustments. Notwithstanding anything in this Agreement to the contrary, in the event that that the County Administrator determines in the County Administrator's sole and absolute discretion that Operator is not in compliance with the covenants in Article 2 below, the County Administrator may modify the schedule to disburse Start Up Funding at such times and in such amounts as determined appropriate by the County Administrator or may terminate this Agreement, at the County Administrator's sole and absolute discretion and nothing herein shall be construed as a promise to disburse the full amount of Start Up Funding or Match Funding.

ARTICLE 2 CONDITIONS FOR TEMPORARY FUNDING; COVENANTS

Section 2.1 Representations of Operator. Operator hereby represents to the County that Operator reasonably expects that the Start Up Funding will enable Operator to serve the Facility Clients.

Section 2.2 Conditions for Start Up Funding; Covenants of Operator. As consideration for, and ongoing conditions of, the County's payment of Start Up Funding, set forth in Article 1 above, Operator covenants and agrees as follows:

(a) To use Start Up Funding solely for the purpose for providing services to Facility Clients.

(b) To keep appropriate accounting records in which complete and correct entries shall be made of all transactions relating to the Start Up Funding.

(c) To comply with the terms of that certain Assignment and Assumption of Lease, Landlord's Consent and Conditional Release, and Additional Agreements Among the Parties, dated as of _____.

(d) Within two business days following a request by the County Administrator, Operator shall provide to the County a copy of all accounting records relating to the Start Up Funding.

(e) To submit to County Administrator proof of funding to provide services to at least 60 individuals experiencing homelessness.

(f) To attend all meetings of Housing First Solano or its successor in the event of a change.

(g) To enter all Facility Clients into Housing First Solano's Homeless Management Information System, the local information technology system used to collect client-level and housing and services provision data as required by the Department of Housing and Urban Development (HUD), or a successor information system approved by HUD

(h) On the 1st business day of each month, Operator shall provide a list of Facility Clients, which includes each person's city of origin and referring agency, and the use of the County's two dedicated beds in the prior month.

Section 2.3 Condition for Funding. As a condition to receive a disbursement of the Start Up Funding, Operator shall provide to County Administrator proof of funding from incorporated cities and schedule for disbursement from the other cities.

Section 2.4 Indemnity. Operator shall hold harmless, defend and indemnify County and its elective and appointive boards, commissions, officials, officers, agents, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including, without limitation, attorney's fees and costs of litigation) of any nature arising out of or in connection with this Agreement.

ARTICLE 3 MISCELLANEOUS

Section 3.1 Abandonment of Services. In the event that Operator determines to abandon its services to Facility Clients, Operator shall immediately notify the County and within two days after such determination, Operator shall return to the County any Start Up or Match Funding amounts which have not been expended by Operator.

Section 3.2 Notices. Any notice or other communication under this Agreement shall be given by first class mail or personal delivery to the party entitled at its address set forth below, by overnight mail, as a .pdf attachment to electronic mail, or by telecopy or other form of telecommunication, confirmed by telephone at its number set forth below. Notice shall be effective either (i) 48 hours after deposit in the United States mail, postage prepaid, (ii) in the case of overnight mail, upon delivery to the addressed destination, or (iii) in the case of personal delivery or as a .pdf attachment to electronic mail to any person, upon actual receipt.

If to the County:	Solano County 675 Texas St., Ste. 6600 Fairfield, California 94533 Attention: County Administrator Telephone: (707) 784-6100 Email: cao-clerk@solanocounty.com
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If to Operator:	Solano Shelter Inc. [insert address] Attention: Telephone: (____) ____-____ Email:
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Section 3.3 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California with venue residing in Solano County, CA

Section 3.4 Validity and Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained here. The County and Operator each declares

that it would have entered into this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Agreement may be held illegal, invalid or unenforceable.

Section 3.5 Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties.

Section 3.6 Amendment. This Agreement may not be effectively amended, changed, modified, altered or terminated except by written agreement of the County and Operator.

Section 3.7 Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be original and all of which shall together constitute but one and the same instrument.

The County and Operator have executed this Start Up Funding Agreement, by their duly authorized representatives, all as of the date first above written.

SOLANO COUNTY

By _____
Birgitta E. Corsello, County Administrator

SHELTER SOLANO INC.

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____



Solano County

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

Agenda Submittal

Agenda #:	40	Status:	Closed Session
Type:	Closed Session	Department:	County Counsel
File #:	18-888	Contact:	Dennis Bunting, 784-6145
Agenda date:	12/11/2018	Final Action:	
Title:	Public Employee Appointment: Public Defender		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Memorandum		

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

CLOSED SESSION MEMO

- A. LICENSE/PERMIT DETERMINATION (GC § 54956.7)
 - a. Number of applicants:_____
- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (GC § 54956.8)
 - a.
- C. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
 - a.
- D. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC § 54956.9)
 - a. Significant exposure to litigation pursuant to GC § 54956.9 (b):
 - b. Initiation of litigation pursuant to GC § 54956.9(c):
- E. LIABILITY CLAIMS-JOINT POWERS AUTHORITY (GC § 54956.95)
 - a. Claimant:_____
 - b. Agency against whom claim filed:_____
- F. THREAT TO PUBLIC SERVICES OR FACILITIES (GC § 54957)
 - a. Consultation with:_____
- G. PUBLIC EMPLOYEE APPOINTMENT
 - a. Title: Public Defender
- H. PUBLIC EMPLOYMENT (GC § 54957)
 - a. Title:
- I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC § 54957)
 - a. Title:
- J. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (GC § 54957)
 - a. No information required
- K. CONFERENCE WITH LABOR NEGOTIATORS (GC § 54957.6):
- L. CASE REVIEW/PLANNING (GC § 54957.8)
- M. REPORT INVOLVING TRADE SECRET (GC § 54962, etc.)
 - a. Estimated year of public disclosure:_____
- N. HEARINGS
 - a. Subject matter:_____

(nature of hearing, i.e. medical audit comm.,
quality assurance comm., etc.)



Solano County

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

Agenda Submittal

Agenda #: 41
Type: Resolution
File #: 18-762
Agenda date: 12/11/2018
Status: Regular Calendar
Department: Resource Management
Contact: Nedzlene Ferrario (707) 784-3170
Final Action:
Title: Conduct a noticed public hearing to consider adoption of a resolution approving Minor Subdivision Application No. MS-18-04 of Edward Kenneth Jr. & Cheryl Schroeder to subdivide 82 gross acres under Williamson Act Contract No. 254 in to two parcels (Will remain under Contract No. 254) located at 8307 Schroeder Road, 1.5 miles west of the City of Dixon, zoned Exclusive Agriculture - 40 acre minimum (A-40) (Continued from November 6, 2018 meeting)
Governing body: Board of Supervisors
District: All
Attachments: A - Location Map, B - Resolution, C - Tentative Parcel Map, D - CEQA Notice of Exemption, E - Public Hearing Notice, F - Presentation

Date:	Ver.	Action By:	Action:	Result:
11/06/2018	1	Board of Supervisors	Continued	

Published Notice Required? Yes X No ___
Public Hearing Required? Yes X No ___

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board of Supervisors:

1. Conduct a public hearing;
2. Determine that a Notice of Exemption is appropriate per Section 15061.b.3 of the California Environmental Quality Act; and
3. Adopt the resolution approving Minor Subdivision Application No. MS-18-04 to subdivide 82 gross acres under Williamson Act contract no. 254 into two parcels of 41 acres respectively (Will remain under Contract No. 254), subject to the findings and conditions of approval in the attached Resolution.

SUMMARY:

The proposed minor subdivision had previous Board of Supervisor approval in 2012. However, the approval expired and on July 6, 2018, the owners resubmitted the application to subdivide. The proposal is similar to the 2012 application, subdividing 82 acres in to two parcels of 41 acres in size, accessed by an existing private driveway off Schroeder Road. The property is currently zoned Exclusive Agriculture 40 acre minimum (A-40) and under Williamson Act contract no. 254.

Pursuant to the provisions of the California Subdivision Map Act [Gov. Code Section 66474.4(a)], the Board of

Supervisors is required to take action on all subdivisions involving lands under Williamson Act contract.

PUBLIC NOTICE REQUIREMENT

In accordance with Solano County Zoning Regulations and Subdivision Ordinance notice of a public hearing was published at least 15 days before the scheduled hearing in the Fairfield Daily Republic and the Dixon Tribune. In addition, all property owners of real property as shown on the latest equalized assessment roll within one-half mile of the property and all persons requesting notice of the public hearing were mailed notices of the hearing.

FINANCIAL IMPACT:

This subdivision application has no effect on the General Fund. The applicant has paid the costs associated with the subdivision application. The property is currently under an active Williamson Act contract. There will be no increase or decrease in the amount of land under contract, therefore assessments shall remain unchanged. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

DISCUSSION:

Project Description:

The applicant proposes to subdivide APN 0108-060-040 into two parcels of 41.09 and 42.12 acres. The property is currently an almond and walnut orchard, developed with several agricultural buildings. The property has frontage off Thissel and Schroeder Road, and Solano Irrigation District (SID) canals border the property. A homesite, 150 feet x 100 feet in size, are proposed on each parcel, accessed through an existing driveway off Schroeder Road. Septic and wells are proposed.

Access

The future home sites on the property will utilize the existing 30-foot wide gravel driveway off Schroeder Road. The existing road easement will be widened to 50 feet per County Road Improvement Standards and a private road maintenance agreement shall be required for both properties. Improvements or modifications, subject to SID approval, to the existing ditch off Schroeder Road will be required to cross over the ditch. Dedication in fee for half-width of 30 feet for Thissel and Schroeder Road will be required.

Domestic Water and Sewage Disposal

Solano County Code, Sections 6.4-32, 6.4-81, 6.4-81.1, and 6.4-81.2, requires that all parcels proposed to be created and supported by on-site sewage disposal systems to be tested for adequacy of such systems and designate both a primary and reserve area for the construction of on-site sewage disposal system leachfields. Conditions of approval are included that address these requirements.

A groundwater well is required within the boundaries of each approved parcel, prior to an application for building permit(s). The undeveloped parcels are not required to demonstrate a water source prior to Parcel Map, as the area is not considered to have quantity and yield restrictions for water well development. A potable groundwater source is required prior to issuance of a residential building permit.

Solano Irrigation District (SID):

SID provides irrigation water to the property for agriculture use. Each parcel will be required to provide a separate water service prior to recordation of the Parcel Map, as recommended by the conditions of approval.

Environmental Analysis:

Planning staff recommends that the Board determine the project exempt from the California Environmental

Quality Act pursuant to Section 15061(b)(3). Based on current zoning designations, the project would increase the number of potential primary residential units to two (2). The increase of additional units will not create significant traffic impacts. The project site does not contain any major slopes or prominent topographical features; rare, endangered or regionally significant species of native flora and fauna, or known culturally significant archeological sites.

General Plan and Zoning Consistency:

The General Plan Land Use Diagram (Figure LU-1, General Plan) designates this parcel Agriculture. In addition, the property is located within the Dixon Ridge Agricultural Region as seen on Figure AG-4 of the General Plan. Property located within this region is required to maintain a minimum lot size of forty (40) acres. The property is zoned Exclusive Agriculture 40 acre minimum (A-40).

The General Plan's objective and zoning standards require maintaining a 40-acre minimum lot size for agricultural parcels within this region is to provide for viable agricultural production, agricultural processing facilities, and agricultural services (General Plan page AG-21).

The property is currently utilized for agricultural production of almonds and walnuts. Each of the two proposed parcels exceeds the forty acre minimum lot size requirements set forth within the General Plan and zoning. The land use and lot size are consistent with the General Plan and zoning.

Williamson Act Consistency:

In 1969, the property was entered into a Land Conservation Contract, Williamson Act contract No. 254. Section VII (A) (1) of the Solano County Uniform Rules and Procedures Governing Agricultural Preserves and Land Conservation Contracts states; *Except for parcels zoned A-SV-20, the minimum parcel size for new parcels created within preserves established prior to December 27, 1977, is 41 acres.* The proposed parcels remain in agricultural production and exceed the 41 acre minimum lot size under the County's Williamson Act Rules and Regulations.

ALTERNATIVES:

- A. Continue this item to another hearing for further consideration. This option is not recommended unless the Board desires additional specific information, which cannot be obtained during this public hearing.
- B. Deny the subdivision request. This is not recommended because the proposal meets or exceeds all development standards associated with a minor subdivision.

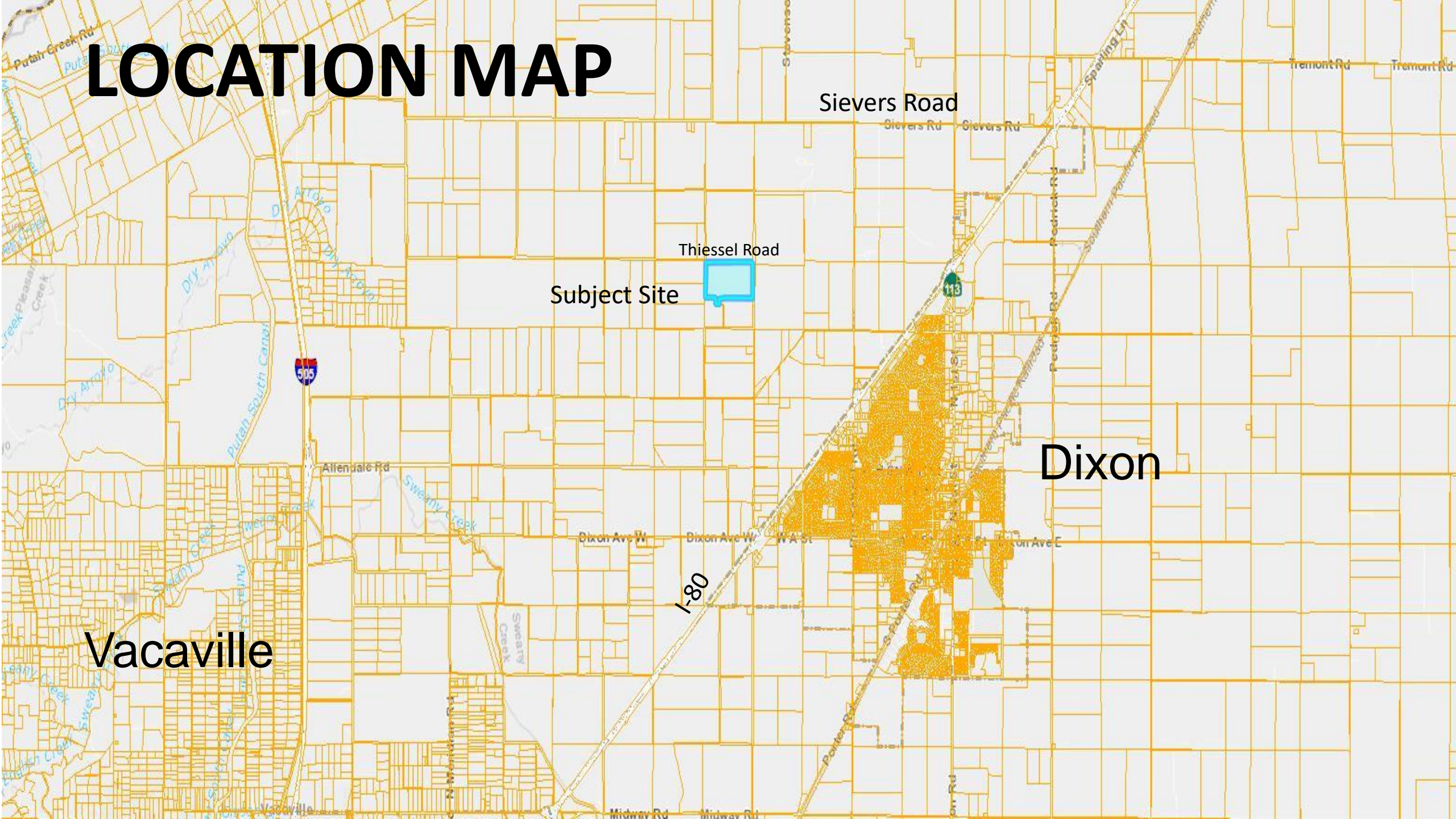
OTHER AGENCY INVOLVEMENT:

The County Administrator and County Counsel have reviewed this item and concur with the Department of Resource Management's recommended action.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

LOCATION MAP



Vacaville

Dixon

Subject Site

Thiessel Road

Sievers Road

138

RESOLUTION NO. 2018 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
APPROVING MINOR SUBDIVISION APPLICATION NO. MS-18-04 OF
EDWARD & CHERYL SCHROEDER**

Whereas, the Solano County Board of Supervisors has considered, in public hearing, Minor Subdivision Application No. MS-18-04 of Edward Kenneth Jr & Cheryl L. Schroeder to subdivide property into two parcels located at 8307 Schroeder Road in an Exclusive Agriculture 'A-40' zoning district, 1.5 miles west of the City of Dixon, APN: 0108-060-040; and

Whereas, said Board has reviewed the applicant's submittal and staff report of the Department of Resource Management and the determined compliance with the California Environmental Quality Act; and

Whereas, said Board has heard and considered all comments regarding the application at a duly notice public hearing held on November 6, 2018; and

Whereas, after due consideration, the said Board has made the following findings in regard to said proposal:

1. The resulting parcels are large enough to support their agricultural use, using the presumption described in Gov. Code Section 51222, is satisfied by the requirement in Section VII (A) of the Solano County Uniform Rules and Procedures Governing Agricultural Preserves and Land Conservation Contracts that resulting parcels be at least 20, 41 or 80 acres in size;

The proposed parcels are greater than 41 acres in size; thus, exceed the minimum acreage requirements and of adequate size and shape for agricultural purposes.

2. The subdivision will not result in residential development not incidental to the commercial agricultural use of the land is satisfied by the presumption described in Section IV (B)(5) of the Solano County Uniform Rules and Procedures Governing Agricultural Preserves and Land Conservation Contracts.

The proposed 41 acre parcels allow for low density residential home sites that are incidental to the existing commercial agriculture. The size and scale of the proposal will not create rural residential estates.

3. The proposed map is consistent with the Solano County General Plan.

The property is designated Agriculture and is located within the Dixon Ridge Agricultural Region. The primary agricultural use of the land, existing agricultural accessory structures, and proposed lot sizes are consistent with these designations.

4. The design of the proposed subdivision is consistent with the Solano County General Plan.

The property is designated for Agricultural uses, which allows for incidental residential uses. The design of the proposed subdivision, available road access, provisions for domestic water and wastewater disposal, and the size of the proposed parcels satisfy the intent of the General Plan.

5. The site is physically suitable for the proposed type of development

The site is physically suitable for the existing agricultural land use and future residential development.

6. The site is physically suitable for the proposed density of development.

Two proposed home sites, one for each proposed parcel, is consistent with the density.

7. The design of the subdivision will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

No significant environmental impacts were determined to exist based on application review.

8. The design of the subdivision will not cause serious public health problems.

The project is a proposal for agricultural lots and, as proposed, is in compliance with the General Plan and the Zoning Ordinance. Part I of the Initial Study reviewed the project for possible health or environmental problems and none were found to be significant. It is not anticipated that the project will cause public health problems.

9. The design of the subdivision and the type of improvements will not conflict with any public easements.

As is evident on the Tentative Map and the Preliminary Title Report, the proposed subdivision will not conflict with any public easements.

10. The discharge of waste from the proposed subdivision into an existing community sewer system would not result in, or add to, a violation of existing requirements prescribed by a California Regional Water Quality Control Board pursuant to Division 7 (commencing with Section 13000) of the Water Code.

The project will not result in the discharge of waste from the proposed subdivision into an existing community sewer system.

11. The property does not front on any public waterway, public river, public stream, coastline, shoreline, publicly owned lake or publicly owned reservoir.

The project site does not front on any public waterway, river, stream, coastline, shoreline, lake or reservoir.

12. The proposed subdivision does not front along a public waterway, public river or public stream and does not provide for a dedication of a public easement along a portion of the bank of the waterway, river or stream bordering or lying within the subdivision, which easement is defined so as to provide reasonable public use and maintenance of the waterway, river or stream consistent with public safety.

The project site does not front on any public waterway, public river, or public stream.

13. The proposed subdivision is consistent with a contract entered into pursuant to the California Land Conservation Act of 1965 and the proposed lots to be created from the parent parcel are consistent with the minimum residential building site requirements under the Policy and Uniform Regulations Governing Administration of Agricultural Preserves in Solano County and under Section 66474.4 of the Subdivision Map Act.

The property is under Williamson Act Contract No. 254. The property is currently utilized for commercial agricultural purposes consistent with the Williamson Act. The newly created parcel may continue the use of the property for commercial agricultural purposes.

14. The proposed subdivision is consistent with applicable provisions of the County Hazardous Waste Management Plan.

The Solano County Hazardous Materials Area Plan has no provisions applicable to agricultural subdivisions.

15. The proposed subdivision is not located within a special studies zone established pursuant to the Alquist-Priolo Special Studies Zone Act (Public Resources Code Section 2621 et seq.) and is not in accordance with the policies and criteria established by the State Mining and Geology Board pursuant to that Act

The proposed subdivision is not located within a special studies zone established pursuant to the Alquist-Priolo Special Studies Zone Act.

16. The Environmental Health Services Division has determined that the subdivision design as conditioned complies with Chapter 25 of the County Code for sewage disposal.

17. The Public Works Division of the Department of Resource Management has determined that the subdivision design, as conditioned, complies with the Road Improvement Standards and Land Development and Subdivision Requirements as required by Chapter 28 of the Solano County Code (Zoning Ordinance) and referred to in Chapter 26 (Subdivision Ordinance).

Resolved, the Solano County Board of Supervisors determines that the project qualifies for Section 15061(b)(3) of the California Environmental Quality Act.

Resolved, the Board of Supervisors of the County of Solano does hereby adopt the mandatory and suggested findings and approve Minor Subdivision Application No. MS-18-04, subject to the following conditions of approval:

1. The Parcel Map to be filed shall be in substantial compliance with the Tentative Parcel Map labeled "TENTATIVE PARCEL MAP of the Lands of Schroeder", received by the Department of Resources Management on August 13, 2018 and prepared by Ty Hawkins LS 7973; on file with the Solano County Planning Services Division, except as modified herein.

Public Works Division

2. Prior to the recordation of the final Parcel Map, the subdivider shall dedicate to the County of Solano in fee a minimum 30 foot right of way half width for Schroeder and Thissel Roads along the frontages of the subject properties as shown on the tentative map.
3. Prior to recordation of the final Parcel Map, the subdivider shall obtain and record a minimum 50-foot-wide access and utility easement to meet Solano County Subdivision Ordinance requirements for adequate access from Schroeder Road, along the southern property boundary of Parcel One as shown on the tentative map.
4. Prior to recordation of the final Parcel Map, the subdivider shall construct the private roadway in accordance with the County of Solano Road Improvement Standards for private roads, serving two parcels. The roadway shall be constructed within the 50-foot roadway and utility easement on the southern property boundary of Parcel One at the access location shown.
5. The Subdivider, or any subsequent builder, shall apply for, secure and abide by the conditions of an encroachment permit from Solano County Public Works-Engineering for all work within the Solano County rights-of-way including, but not limited to, the private road connection to Schroeder Road.
6. The Subdivider, or any subsequent builder, shall apply for, secure and abide by the conditions of a grading permit from Solano County Public Works-Engineering prior to the performance of any grading work associated with any subdivision improvements or individual lot development.
7. Prior to filing of the final Parcel Map, a road maintenance agreement shall be recorded, requiring the parcel owners in the subdivision to participate in the maintenance of the private road serving the parcels from Schroeder Road. The maintenance agreement shall include, but not be limited to, all roadway improvements, culverts and ditches within the subdivision. The agreement shall be submitted and approved by Solano County Public Works Engineering prior to recordation.

Environmental Health Services Division

8. The construction of on-site sewage disposal system shall be approved under permit as issued by the Environmental Health Division and shall include site inspection, construction inspection, and will require an annual operational permit if an engineered type alternative sewage disposal system is required (Solano County Code, Chapter 6.4 Sewage Disposal Standards).
9. A domestic drinking water well or municipal water service is required to provide potable water to each specific parcel, within the boundaries of the recognized parcel, prior to the issuance of any residential building permit.

Solano Irrigation District

10. Per the Solano Irrigation District's (SID) Rules and Regulations, the subdivider is required to provide a water service to all newly created parcels. The Parcel Map shall include SID's Statement for District approval.
11. Prior to recordation of the Parcel Map, the SID Engineer, to the extent of existing records, will identify existing SID facilities within the scope of a project. Per the SID record drawings, there is currently an 18-inch water service located at the northwest corner of the property. The existing service shall be split to provide water to the new parcel and individual service installed to each property. The landowner may have SID design and install the new service(s) or may have their Engineer design the new service(s), to be reviewed and approved by SID, and their contractor perform the construction under SID inspection.
12. The final Parcel Map shall include an easement to proposed Parcel 1 from proposed Parcel 2 for the installation and maintenance of a private irrigation water conveyance facility.
13. The final Parcel Map shall include an easement dedicated to proposed Parcel 2 from proposed Parcel 1 for the installation and maintenance of a private drainage water conveyance facility.
14. The subdivider must sign a SID work order. The work order is the mechanism to which all fees and charges associated with SID staff time and/or materials will be charged for reimbursement from the landowner.
15. Electronic AutoCAD files are required upon the completion of the project showing "as-builts" for electronic archiving.
16. Solano Irrigation District's main drain is located parallel and adjacent to the easterly property boundary. Prior to the recordation of the Parcel Map, any improvements or changes to the existing crossing shall be reviewed and approved by the District.
 - a. The landowner shall submit plans and calculations, prepared by a licensed Engineer, for the proposed crossing modifications.
 - b. The proposed improvement shall not result in a decrease in flow capacity of the drain.
 - c. Depending on the existing culvert pipe material and conditions, the landowner may be responsible for removing and replacing the existing culvert, in addition to any new culvert, at the landowner's expense.
 - d. Prior to construction, the landowner shall be required to apply for and receive an Encroachment Permit.

RESOLVED, the Director of the Department of Resource Management shall file a Parcel Map for the newly created parcels once all conditions of approval have been satisfied by the applicant.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on November 6, 2018, by the following vote:

AYES:	SUPERVISORS	_____

NOES:	SUPERVISORS	_____
EXCUSED:	SUPERVISORS	_____

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk

General Notes

1) The boundary and related information shown hereon is based on the Preliminary Title Report issued by Placer Title Company as Order No. 504-17257, Dated December 20, 2011.

FEMA Note:

Community Panel Number 06095C 0200E, Zone "A".

Basis of Bearings

The bearings shown hereon are based upon the monumented East line of the Northeast 1/4 of Section 9 T.7N.,R.1E. M.D.M. as shown on the Record of Survey Map filed for record in Book 128 of Surveys at Page 15 in the office of the Solano County Recorder. Said bearing taken as North 00°01'02" East.



Owners:

Edward Kenneth Schroeder
& Cherie Schroeder
945 Hillview Dr.
Dixon CA 95620
APN 0108-060-040

Existing Use:

East 1/2 - Almond Orchard
West 1/2 - Walnut Orchard

Proposed Utilities:

Water - Private Well
Sewer - Private Septic System
Electric - P.G.&E.
Gas - Private LPG Tank

LEGEND

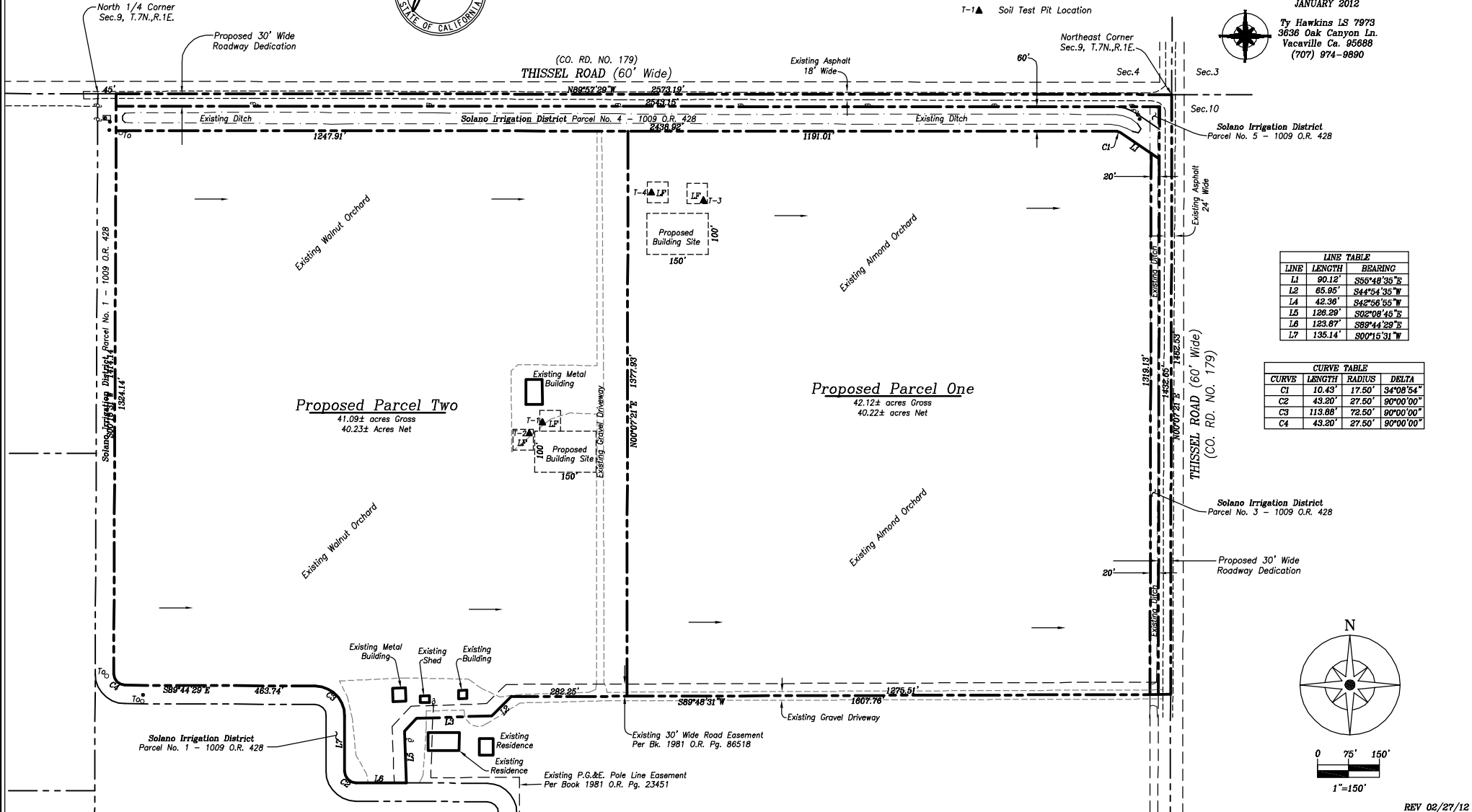
- Existing Boundary Line
- Proposed Boundary Line
- Existing Utility Pole
- Drainage Flow
- SID Turnout
- Proposed Leach Field
- Soil Test Pit Location

TENTATIVE PARCEL MAP

OF THE LANDS OF
SCHROEDER

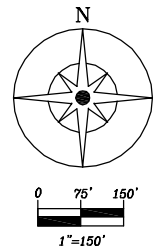
A Portion of the
NE 1/4 SEC 9, T.7N.,R.1E., M.D.M.
Inst. No. 2011-80491
APN 00108-060-040
SOLANO COUNTY CALIFORNIA
JANUARY 2012

Ty Hawkins LS 7973
3636 Oak Canyon Ln.
Vacaville Ca. 95688
(707) 974-9880



LINE TABLE		
LINE	LENGTH	BEARING
L1	90.12'	S55°40'35"E
L2	65.05'	S44°54'35"W
L4	42.36'	S42°56'55"W
L5	126.29'	S02°06'45"E
L6	123.87'	S88°44'29"E
L7	135.14'	S00°15'31"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	10.43'	17.50'	34°08'54"
C2	43.20'	27.50'	90°00'00"
C3	113.88'	72.50'	90°00'00"
C4	43.20'	27.50'	90°00'00"



Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: _____
6 _____

From: (Public Agency): _____

6 _____

(Address)

Project Title: _____

Project Applicant: _____

Project Location - Specific:

8307 SCHROEDER ROAD, DIXON, CA 95620

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project:

Divide 82 gross acres in to two (2) - 41 acre parcels in the Exclusive Agriculture 40 acre Minimum Zoning District (A-40).

Name of Public Agency Approving Project: _____

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☒ Statutory Exemptions. State code number: 1 61

Reasons why project is exempt:

The project proposes a project which is not significant enough to create effects such as traffic or biological or cultural resource. The implementation of standard County conditions of approval would prevent the project from creating significant effects to the environment.

Lead Agency
Contact Person: _____ Area Code/Telephone/Extension: - 8 -6 6

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: _____

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

DEPARTMENT OF RESOURCE MANAGEMENT



**SOLANO
COUNTY**

**NOTICE OF PUBLIC HEARING
(Board of Supervisors)**

The County of Solano does not discriminate against persons with disabilities and is an accessible facility. If you wish to attend this meeting and you will require assistance in order to participate, please contact Kristine Sowards, Department of Resource Management at 675 Texas Street, Suite 5500, Fairfield, CA (707) 784-6765 at least 24 hours in advance of the event to make reasonable arrangements to ensure accessibility to this meeting.

NOTICE IS GIVEN that the Solano County Board of Supervisors will hold a public hearing to consider Minor Subdivision Application No. MS-18-04 of **Edward Kenneth Jr. & Cheryl Schroeder** to subdivide 82 gross acres in to two parcels, zoned Exclusive Agriculture - 40 acre minimum (A-40). The property is under Williamson Act Contract No. 254, located at 8307 Schroeder Road, 1.5 miles west of the City of Dixon, APN: 0108-060-040. This project is determined to be exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3). (Project Planner: Nedzlene Ferrario)

If you challenge the proposed consideration in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Board of Supervisors at, or prior to, the public hearing.

Any person wishing to comment on the project and/or review the information contained within the project file may do so at the Solano County Department of Resource Management, Planning Division, County Administration Center, 675 Texas Street, Suite 5500, Fairfield. Staff reports are available by 5:00 p.m. the Friday prior to the meeting at www.solanocounty.com under Quick Clicks, Board Meetings.

The hearing will be held in the Board of Supervisors' Chambers, County Administration Center, 1st Floor, 675 Texas Street, Fairfield on November 6, 2018. This item is scheduled to be heard by the Board at 2:00 p.m. or as soon thereafter as the matter may be heard. Interested persons may appear and be heard at that time.

BIRGITTA E. CORSELLO
Clerk of the Board of Supervisors
County of Solano, State of California

The Daily Republic - legal ad/one time – Sunday, October 21, 2018
Dixon Tribune – line ad/one time – Wednesday, October 24, 2018



Schroeder Subdivision

Application No.: MS-18-04

- 8307 Schroeder Road, Dixon, CA
- Divide 82 acres in to two (2) 41 acre parcels under Williamson Act Contract No. 254

Presented to Board of Supervisors
on November 6, 2018
Department of Resource Management

[illegible]



Background

- Resubmission of 2012 application which expired on July 6, 2018.
- Subdivide 82 acres in to two (2) 41 acre parcels
- Lands under Williamson Act Contract No.: 254
- Board of Supervisors approval is required to take action on all subdivisions involving lands under contract



Project Description

- Existing land use – almond and walnut orchard
- Proposed – 150 feet x 100 feet homesite on each parcel
- Septic and well water for domestic use
- Solano Irrigation District continue to provide irrigation water for agricultural use
- Access off existing private driveway off Schroeder Road

General Notes

1) The boundary and related information shown hereon is based on the Preliminary Title Report issued by Placer Title Company as Order No. 504-17257, Dated December 20, 2011.

FEMA Note:

Community Panel Number 06095C 0200E, Zone "A".

Basis of Bearings

The bearings shown hereon are based upon the monumented East line of the Northeast 1/4 of Section 9 T.7N., R.1E. M.D.M. as shown on the Record of Survey Map filed for record in Book 128 of Surveys at Page 15 in the office of the Solano County Recorder. Said bearing taken as North 00°01'02" East.



Owners:

Edward Kenneth Schroeder
& Cherie Schroeder
845 Highway Dr.
Dixon CA 95620
APN 0108-060-040

Existing Uses:

East 1/2 - Almond Orchard
West 1/2 - Walnut Orchard

Proposed Utilities:

Water - Private Well
Sewer - Private Septic System
Electric - P.G.&E.
Gas - Private LPG Tank

LEGEND

- Existing Boundary Line
- - - Proposed Boundary Line
- Existing Utility Pole
- Drainage Flow
- SID Turnout
- Proposed Leach Field
- T-1▲ Soil Test Pit Location

TENTATIVE PARCEL MAP

OF THE LANDS OF
SCHROEDER

A Portion of the

NE 1/4 SEC 9, T.7N., R.1E., M.D.M.

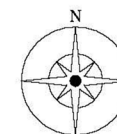
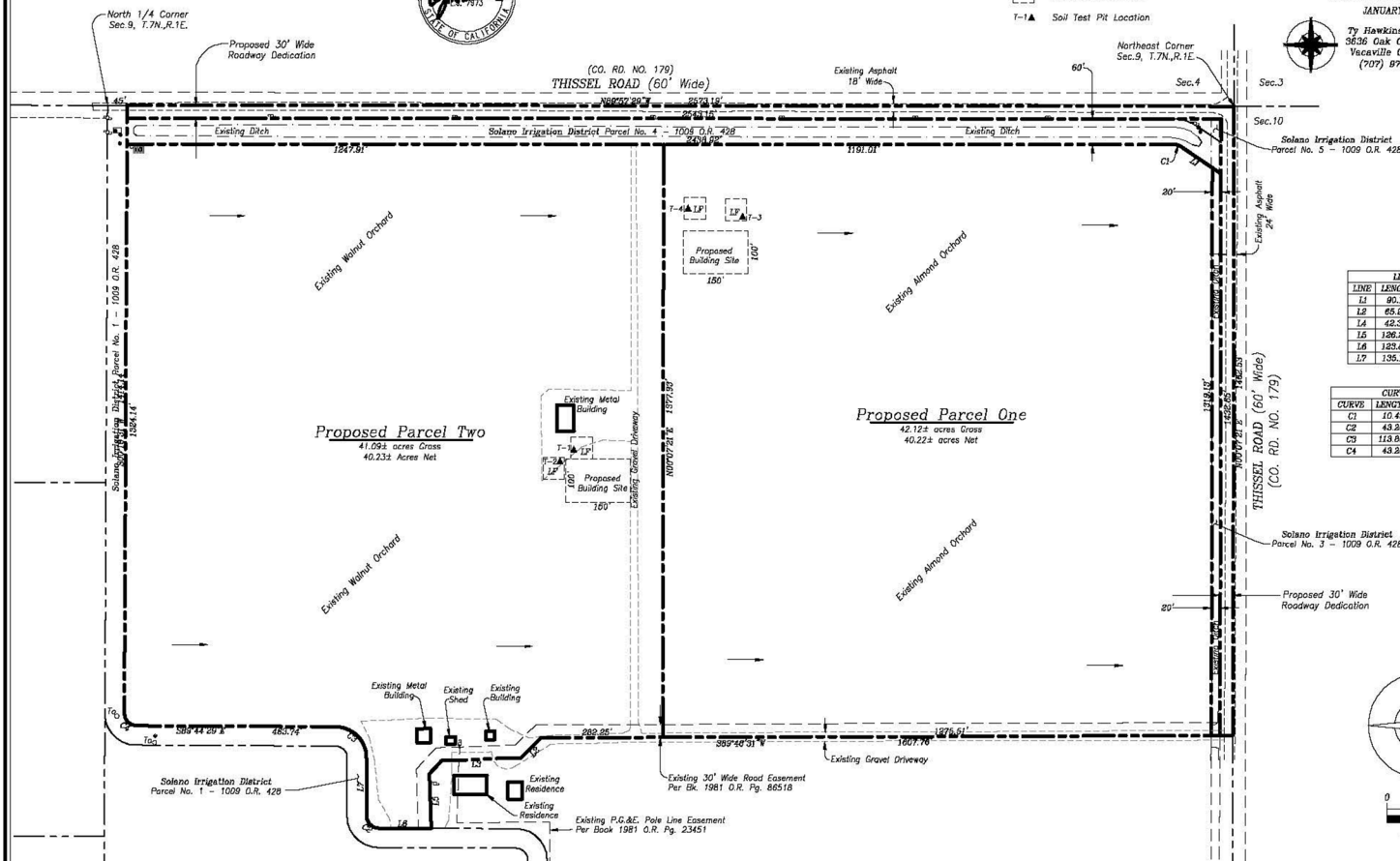
Inst. No. 2011-60491

APN 00108-060-040

SOLANO COUNTY CALIFORNIA

JANUARY 2012

77 Hawkins LS 7873
3636 Oak Canyon Ln.
Vacaville Ca. 94988
(707) 874-8880



0 75' 150'
1"=150'

REV 08/27/12



- The project is consistent with the Agriculture land use designation of the General Plan
- The project is consistent with the Exclusive Agriculture 40 acre minimum zoning district
- The project is consistent with the Williamson Act Contract
- Project conditioned to meet County standards regarding access, agriculture and domestic water supply, and sewage disposal



RECOMMENDATION

- Determine that a Notice of Exemption is appropriate per Section 15061(b)(3) of the California Environmental Quality Act
- Adopt the Resolution approving the Minor Subdivision application no. MS 18-04 to subdivide 82 gross acres under Williamson Act contract no. 254 into two parcels, zoned A-40, subject to the findings and conditions of approval in the attached Resolution



Solano County

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

Agenda Submittal

Agenda #:	42	Status:	Regular Calendar
Type:	Ordinance	Department:	Resource Management
File #:	18-832	Contact:	Bill Emlen, 784-6062
Agenda date:	12/11/2018	Final Action:	
Title:	Public hearing to consider adoption of a 10 month and 15-day extension of an Interim Urgency Ordinance prohibiting temporary cannabis events in the unincorporated area of Solano County; Receive a staff presentation on Board options for allowing and/or regulating temporary cannabis events within the unincorporated area of Solano County; and Direct staff to return to the Board with a permanent ordinance		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Ordinance, B - Temporary Cannabis Event Research, C - Bureau Information, D - Chapter 3 Solano County Code, E - Update on State and Local Cannabis Regs, F - Public Notice		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board of Supervisors:

1. Read the proposed ordinance by title only and waive further reading by majority vote;
2. Consider adopting an ordinance approving a 10 month and 15-day extension to the interim urgency ordinance prohibiting temporary cannabis events in Solano County adopted on November 6, 2018 (4/5 vote required); and
3. Receive a staff presentation of Board options for allowing and/or regulating temporary cannabis events in the unincorporated area of Solano County; and direct staff to return to the Board with a permanent ordinance.

SUMMARY:

On October 2, 2018, the Board of Supervisors adopted Ordinance 2018-1799, which prohibited all commercial cannabis activities in the unincorporated areas of Solano County. Temporary Cannabis Events were not specifically addressed in that Ordinance. On October 23, Chair Vasquez asked staff to bring back an urgency ordinance addressing temporary cannabis events and other Board members concurred with his request. Because there is known interest in pursuing such temporary events in the County, and the State rulemaking continues to evolve, staff recommended the Board adopt an interim urgency ordinance establishing a 45-day moratorium on temporary cannabis events. On November 6, 2018, the Board approved the temporary ordinance for 45-days and this interim ordinance is set to expire on December 21, 2018.

Also, during the October 2, 2018 Board of Supervisors meeting and subsequent Board meeting on November 6, 2018, the Board requested staff to research possible options for regulating temporary cannabis events and bring those options with staff recommendations back to the Board for Board review and direction.

DISCUSSION:

Temporary Cannabis Events

The Bureau of Cannabis Control (Bureau) currently allows two license types that addresses cannabis events: a "Cannabis Event Organizer License" and a "Temporary Cannabis Event License". Local approval is required for a temporary cannabis event license, but not for a cannabis event organizer license. An individual would apply for a cannabis event organizer license in order to operate a temporary cannabis event for up to four days, which includes the consumption and sales of cannabis and cannabis goods. Initially, temporary cannabis events were limited to County Fairgrounds (Solano County Fair Association Fairgrounds) and Agricultural Association buildings (Dixon May Fair, which is not under the purview of the Board of Supervisors); however, Assembly Bill 2020, signed by Governor Brown in September of 2018, allows local jurisdictions to approve any site they deem appropriate as venues for temporary cannabis events. The approval of AB 2020 benefits some larger jurisdictions as they may have multiple event venues beyond fair buildings and ag association buildings and this will give them the opportunity to choose other possible sites for temporary cannabis events.

Staff research concluded that very few jurisdictions are specifically regulating temporary cannabis events at this time. This could be due to the very recent passage of AB 2020 which allows local jurisdictions more discretion as to where temporary cannabis events may be held. More jurisdictions may be addressing the issue in the future as State law does require written approval from local jurisdictions should the temporary cannabis event site want to allow on-site cannabis sales and consumption by persons older than 21. A brief summary of regulatory actions taken by some jurisdictions is included as Attachment B. Also attached (Attachment C) are the information fact sheets prepared by the Bureau of Cannabis Control which describes some of the rules and regulations pertaining to temporary cannabis events: "Cannabis Event Fact Sheet" and "Notice Regarding Temporary Cannabis Events". All temporary cannabis events must follow these standards to be in compliance with the state law. The Cannabis Event Fact Sheet breaks down how to obtain a state temporary event license. The Cannabis Event Fact Sheet addresses the on-site sales and consumption of cannabis goods at temporary cannabis events stating that only licensed retailers and microbusinesses can sell cannabis goods to retail customers at cannabis events. Also, that consumption should be restricted to persons 21 years of age and older and the area where consumption is taking place should be out of the view of the general public. The Cannabis Event Fact Sheet also states that no consumption of alcohol or tobacco shall be allowed in cannabis event premises.

In addition, in its October 19, 2018 changes to the proposed cannabis regulations, the Bureau of Cannabis Control is proposing to add another type of cannabis event identified as "Informational or Educational Cannabis Events". These "informational or 'educational' events are events where *no sales of cannabis goods or consumption of cannabis goods is occurring*. These "informational or educational cannabis events" are not required to be licensed by the Bureau. These proposed cannabis regulations are still under review at this time and have not been officially adopted by the Bureau.

Urgency Ordinance Prohibiting Temporary Cannabis Events:

Staff is recommending that the Board extend the interim ordinance prohibiting temporary cannabis events for 10 months and 15-days. However, as an alternative, should the Board choose to allow one temporary cannabis event during the moratorium, staff believes the Solano County Fairgrounds may be the most appropriate location for such a one-time event. The Solano County Fairgrounds has existing structures, parking, and signage that could accommodate such an event. Also, the City of Vallejo has existing retail

operations and is considering other commercial cannabis businesses. The City of Benicia is in the process of reviewing proposals for a cannabis retail business. Overall, the incorporated areas of that portion of Solano County are favorable to commercial cannabis activities.

For this one-time event, the Solano County Fairgrounds would follow the current state laws established for temporary cannabis events as described in the Cannabis Event Fact Sheet and rules and regulations found in the California Code including the Health and Safety Code and Business and Professions Code. This includes the prohibition of the consumption of alcohol and tobacco on the same premises of the cannabis event. According to Solano County's Smoke-Free Facilities Policy, the Solano County Fairgrounds has a designated smoking area with the flexibility to have other designated smoking areas based on a per event basis. The Board of Supervisors may wish to restrict the smoking or vaping of cannabis during temporary cannabis events and only allow other methods of consumption such as the use of tinctures, creams, oils, and edibles, etc. in the designated consumption area of the cannabis event.

Options for Regulating Temporary Cannabis Events:

Should the Board wish to regulate temporary cannabis events in the unincorporated area of Solano County; staff has researched and prepared three regulatory approaches for Board consideration.

Option 1: Ban temporary cannabis events by amending Chapter 28 Zoning Regulations to add temporary cannabis events to the list of prohibited commercial cannabis activities including the Solano County Fairgrounds.

This option would involve adding temporary cannabis events to the list of prohibited commercial cannabis activities defined in Chapter 28 Section 28.01 of the Solano County Code. Currently, Commercial Cannabis Activities is defined as:

"Cannabis uses that require a state license or are otherwise regulated by the state including, but not limited to cannabis testing laboratory distributor transporter, storefront retailer, non-storefront retail microbusiness, collective, cooperative, cultivator, nursery, manufacturer, or processor, regardless of whether for-profit or not, as defined in the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Business and Professions Code sections 26000 to 26231.2) and its regulations, as they may be amended. For purposes of this definition, cannabis and cannabis products may be delivered by a commercial cannabis licensee that possesses all requisite cannabis delivery licenses to any zoning district within the jurisdiction of Solano County. For the purposes of this definition, Commercial Cannabis Activities do not include a temporary cannabis event, as defined in the California Code of Regulations, Title 16, Division 42, Chapter 5, sections 5601-5603, as may be amended."

Should the Board choose Option 1, staff would return to the Board with a draft ordinance adding temporary cannabis events to the list of prohibited commercial activities as defined in Chapter 28 Section 28.01 of the Solano County Code. This has been staff's initial recommendation and staff believes it is the most straightforward approach for the foreseeable future based upon previous Board action and direction.

Option 2: Designate the Solano County Fairgrounds as the only venue for temporary cannabis events in the unincorporated area with further oversight by the Board of Supervisors.

Chapter 3 of the Solano County Code regulates amusements such as circuses, rodeos, public dances, outdoor festivals with other miscellaneous regulations associated with amusements. Activities at the Solano County Fair Association Fairgrounds is included in Chapter 3. Chapter 3 is included as Attachment D. Among other possible County owned facilities that could be considered as venues for Temporary Cannabis Events are the County Event Center and the Nut Tree Airport. The County Event Center cannot be considered an option due to its close proximity to Armijo High School (about 500'); the state requires a setback of at least

600' from cannabis activities and schools, youth centers, day care centers, etc. The Nut Tree Airport could be considered a possible venue though hosting a cannabis event at an airport does not seem consistent with airport uses. Staff does not believe the Nut Tree Airport to be a suitable venue. The Solano County Fairgrounds is the most reasonable venue as there are buildings and parking already established, the fairgrounds are located in Vallejo, a city that allows cannabis retailers and is working through the process of establishing commercial cannabis businesses. Also, the state recognized fairgrounds as being one of the suitable venues for temporary cannabis events.

Should the Board choose Option 2, staff would return to the Board with a draft ordinance amending Chapter 3 of the Solano County Code to designate the Solano County Association Fairgrounds as the *only* location in unincorporated Solano County that would be allowed to host temporary cannabis events.

The Solano County Fair Association would follow the state laws established for temporary cannabis events. In addition to state laws, the Solano County Fair Association Board of Directors have been working with their Counsel to develop a Cannabis Event Policy which would address how temporary cannabis events held at the Solano County Fairgrounds would be further regulated.

The Board could also direct staff to require additional permitting through Chapter 28 Zoning Regulations. For example, requiring approval of a minor use permit from the Solano County Zoning Administrator or approval of a use permit from the Solano County Planning Commission for temporary cannabis events. Either permit could include health and safety standards for holding such events. Both of these types of use permits are subject to a public notice requirement and a public hearing.

Should the Board choose Option 2, staff would return to the Board with a draft ordinance with amendments to Chapters 3 and 28 requiring additional permitting for temporary cannabis events held at the Solano County Fairgrounds. A potential concern with this option, is it would limit the choice of venues for temporary cannabis events in the unincorporated area to one location, and such limits could be viewed as giving an unfair advantage to one location only.

Option 3: Allow temporary cannabis events at the Solano County Fairgrounds, Agricultural Association Buildings, and other locations as deemed appropriate by the Board within the unincorporated areas of Solano County with additional permitting and regulatory oversight by amending Chapter 28 Zoning Regulations of the Solano County Code.

Option 3 would include amending Chapter 28 Zoning Regulations to allow temporary cannabis events in other zoning districts that allow special event facilities or special events. The current definition of Special Events or Special Events facility in Section 28.01 is:

"A facility offered for use by third parties for hire for the conduct of social gatherings or similar types of events. A special event facility may be either a single-purpose facility or a secondary use of another type of facility, such as an agricultural processing facility or a winery. When special events are a secondary use, events conducted by the facility operator as part of the primary use of the facility and that are directly related to products sourced from that operation such as a marketing or promotional events, are not special events conducted as a secondary use of the facility."

Currently "special events" are allowed with agricultural processing facilities and wineries in the Agricultural zone districts (A-20, A-40, A-80, A-160, A-SM-Suisun Marsh and A-SV-Suisun Valley). A Special Event Facility other than a winery or agricultural processing facility is allowed in the Agricultural zone districts (A-20, A-40, A-80 and A-160). The level of permitting depends on the number of events and attendees. For example, a staff level Administrative Permit is required for 6 events with a maximum of 150 persons per event, to a Planning Commission Use Permit for more than 12 events per year with more than 150 persons per event.

Per state law, no temporary cannabis event may occur on premises licensed for the sale of alcohol or tobacco, which would preclude most wineries from hosting such events. Nonetheless, Option 3 could open up rural areas of the county for hosting temporary cannabis events.

Should the Board choose Option 3, staff would return to the Board with a draft ordinance addressing temporary cannabis events and establishing standards for such events. In addition to the state law, the requirements could include additional setbacks, limits on hours, number of events and attendees, limiting events to be held indoors, with access directly to a public road.

Staff Recommendation

Interim Ordinance

Staff recommends that the Board approve the 10 month 15-day extension of the interim ordinance to ensure there is no confusion about where the County stands in regards to temporary cannabis events. The interim ordinance would terminate sooner than the 10 months and 15-days should the Board approve a permanent ordinance regulating temporary cannabis events.

Permanent Ordinance

After researching the possible regulatory options for temporary cannabis events, staff is recommending that the Board consider Option 1 - prohibiting temporary cannabis events or Option 2 - allowing temporary cannabis events to be held only at the Solano County Fairgrounds where there are existing buildings, parking, and a surrounding community that is supportive of commercial cannabis activities. The combination of state laws and the development of a Cannabis Event Policy by the Solano County Fair Board would provide regulatory oversight to such events. For these same reasons, staff is not recommending Option 3. The Solano County Fairgrounds is the optimum site for hosting temporary cannabis events.

Staff continues to monitor what is happening with cannabis regulations both locally and across the state. An update is included as Attachment E.

Environmental Analysis

In accordance with the California Environmental Quality Act (CEQA), it has been determined that extending the temporary urgency ordinance is exempt from further environmental review under Section 15061(b)(3) of Title 14 of the California Code of Regulations because there is no possibility that the project may have a significant effect on the environment.

Public Notice Requirement

Consistent with Government Code Section 63858, a public hearing notice was published in the Fairfield Daily Republic, Dixon Tribune, Vacaville Reporter, Winters Express, Vallejo Times Herald, Rio Vista River News Herald and Benicia Herald at least 10 days prior to the public hearing. (Attachment F - Notice of Public Hearing).

FINANCIAL IMPACT:

The costs to analyze County options for regulating cannabis is included in the Department of Resource Management's Planning Services budget. The costs associated with preparing the agenda item are nominal and absorbed by the Department's FY2018/19 Adopted Budget.

ALTERNATIVES:

The Board may choose to:

1. Not adopt the Ordinance extending the urgency ordinance for 10 months and 15-days. This alternative

is not recommended as it is important to preserve the status quo pending the development and adoption of an ordinance regulating temporary cannabis events; or

2. Consider adopting an ordinance approving a 10 month and 15-day extension to the urgency ordinance with the exception of the inclusion of one smokeless temporary cannabis event to be held at the Solano County Fairgrounds in 2019 or while the urgency ordinance remains in effect.

OTHER AGENCY INVOLVEMENT:

Resource Management staff has consulted with County Counsel in the process of preparing the proposed ordinance extension and Board options.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

ORDINANCE NO. 2018 -

**EXTENSION OF AN INTERIM URGENCY ORDINANCE
PROHIBITING TEMPORARY CANNABIS EVENTS
IN UNINCORPORATED SOLANO COUNTY**

The Board of Supervisors of the County of Solano do hereby ordain as follows:

SECTION 1. Findings

The Board of Supervisors hereby finds and determines that this ordinance is necessary for the immediate preservation of the public peace, health, and safety, based upon the following facts:

- A. On October 2, 2018, the Board of Supervisors adopted Ordinance 2018-1799 prohibiting all commercial cannabis activities in unincorporated Solano County. This ordinance excepted out temporary cannabis events from this prohibition. Staff was directed to return to the Board to provide alternatives on how these events could be regulated.
- B. As of January 1, 2019 Business & Professions Code section 26200(e) will be amended to allow the state to issue a license to temporary cannabis events authorizing on-site cannabis sales to, and consumption by, individuals 21 and over at fair events, district agricultural events, and any other venue approved by the local jurisdiction to hold such events, but only if the local jurisdiction has authorized these types of events.
- C. The regulations for cannabis and temporary cannabis events are still going through the approval process required by the Administrative Procedure Act and have not been finalized. The current temporary regulations, adopted by emergency rulemaking, requires in part, "written approval from the local jurisdiction authorizing the applicant to engage in onsite cannabis sales to, and onsite consumption by, persons 21 years of age or older at the temporary cannabis event." (16 CCR 5601(h)(10).)
- D. On October 19, 2018, the Bureau of Cannabis Control further modified the permanent proposed regulations and began accepting public comment on these revisions. One of the proposed changes would allow for informational or educational cannabis events where cannabis goods are displayed, but no sales or consumption of cannabis or cannabis products would occur. These events would not require a license or otherwise be regulated by the state.
- E. The County currently has no ordinances or other processes in place to regulate cannabis events of any type.
- F. On November 6, 2018 the Board of Supervisors adopted a 45-day interim urgency ordinance prohibiting temporary cannabis events at all locations within the jurisdiction of the County in order to preserve the status quo pending the development of alternatives for regulating these events.
- G. These alternatives are scheduled to come forward for Board consideration and direction on which alternative is preferred for implementation on December 11, 2018.
- H. As the 45-day moratorium will expire on December 21, 2018 prior to any possibility of adoption of a permanent ordinance, the extension of the urgency ordinance for 10 months, 15 days to November 5, 2019 is necessary to protect the public peace, health, and safety until a permanent ordinance can be developed.

- I. Pursuant to Article XI, section 7 of the California Constitution, the County of Solano ("County") may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens.
- J. Pursuant to Government Code section 65858, to protect the public safety, health, and welfare, the County may adopt and may extend with a four-fifths vote of the board of supervisors an urgency measure adopting an interim ordinance prohibiting potential land uses that the County is studying, considering, or intends to study within a reasonable time that may be in conflict with existing land use regulations and which shall be in effect immediately.
- K. By extending this interim urgency ordinance, it is the intent of the Board of Supervisors to enact a moratorium that is only temporary in order to provide time for the County to study, develop, and adopt an appropriate permanent ordinance for cannabis events.

SECTION 2. Definitions

For purposes of this interim ordinance, the following definitions shall apply:

- A. "County." The County of Solano.
- B. "Cannabis." Cannabis shall have the have the same meaning as in Business & Professions Code section 26001(f).
- C. "Cannabis Sales." Cannabis sales shall have the same meaning as in Business & Professions Code section 26001(as).
- D. "Temporary Cannabis Event." A state-licensed event of less than four days as described in Business and Professions Code section 26200(e) and Title 16, section 5601 of the California Code of Regulations.

SECTION 3. Interim Prohibition on Temporary Cannabis Events

From and after the date of this ordinance no approval, authorization, use permit, variance, business license, or any other entitlement or license for use shall be approved or issued for any temporary cannabis event with on-site cannabis sales and consumption at the Solano County Fairgrounds or any other location under the jurisdiction of the County of Solano.

The exemption provided in Section 14-17(a) of the Solano County Code, allowing a business to operate after having filed an application for a business license and pending final action on that application, shall not apply to any business engaged in, or proposing to engage in, a temporary cannabis event.

SECTION 4. Effective Period

This extension shall take effect immediately upon expiration of the 45-day interim urgency ordinance enacted on November 6, 2018 (December 21, 2018) and expire in 10 months, 15 days (November 5, 2019) in accordance with the provisions set forth in Government Code section 65858.

SECTION 5. Authority

California Government Code section 65858 provides that an urgency measure in the form of an interim zoning ordinance may be adopted, which shall be initially effective for only 45 days following its date of adoption. Such an interim ordinance may be extended by a four-fifths vote of the board of

supervisors for an additional period of time, either 10 months and 15 days with the possibility for an additional 12-month extension or for 22 months and 15 days in compliance with Government Code section 65858.

SECTION 6. Penalties

The definitions and penalties for land use violations that are prescribed in Section 28.113 of the Solano County Code shall apply to violations of the provisions of this interim ordinance.

SECTION 7. Severability

If any provision of this interim ordinance or the application of it to any persons or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of the interim ordinance are declared to be severable.

SECTION 8. Exemption from the California Environmental Quality Act

This extension of an interim ordinance is exempt from California Environmental Quality Act (Public Resources Code §21000 *et seq.*; "CEQA") because it will preserve the status quo while the County develops a permanent ordinance. Therefore, it can be seen with certainty that there is no possibility that the extension of the interim ordinance may have a significant effect on the environment. (CEQA Guidelines, § 15061(b)(3).)

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on December 11, 2018 the following vote:

AYES: Supervisors _____

NOES: Supervisors _____

EXCUSED: Supervisors _____

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

ATTEST:
BIRGITTA E. CORSELLO, Clerk
Board of Supervisors

By: _____
Jeanette Neiger, Chief Deputy Clerk

Introduced:

Adopted:

Effective:

Operative:

ATTACHMENT B – Board of Supervisors Report – December 11, 2018

Temporary Cannabis Events:

Staff researched how other jurisdictions are regulating Temporary Cannabis Events. Overall, there were very few jurisdictions that specifically address these events. This could be due to the fact that AB 2020 was just signed in September 2018 which allows local jurisdictions authority to regulate Temporary Cannabis Events in other venues than fairgrounds and agricultural association buildings. Below are some of the jurisdictions found to address cannabis events and cannabis consumption:

City of Oakland

Allows "Special Events"; no more than 12 permits per year may be issued at the same location or to the same individual or entity per calendar year. Special Events Permits are to be issued in accordance to state law and Chapter 9.52 of Title 9 Public Peace, Morals, and Welfare. Special Events are under the purview of the City of Oakland Police Department and requires the completion of an application including security plan, parking plan, etc.

City of Santa Rosa

Allows cannabis businesses to host "Special Events" with the approval of a Temporary Use Permit from the Director of the Department of Community Development.

City of Sacramento

The Sacramento City Manager or designee is authorized to review and approve requests to hold state licensed Temporary Cannabis Events with on-site adult-use cannabis sales and consumption at Cal Expo.

On November 27, 2018 the Law & Legislation Committee authorized the City Manager to approve allowing City of Sacramento permitted dispensaries and retail sellers to operate at Cal Expo. This ordinance will be moving forward for consideration by the City Council. To date, there has been no discussion to consider other venues than Cal Expo.

Riverside County

Allows Temporary Cannabis Events following state laws except increasing the setback from schools, childcare centers, public park to 1000' feet versus the state's 600' requirement. Also, requires security to be on-site during the event.

City/County of San Francisco

Does not specifically address Temporary Cannabis Events but does regulate the consumption of cannabis through the San Francisco Police Code. Allows cannabis consumption at retailers with specific guidelines for restricting the access to such areas (no one under 21), consumption cannot be visible to the public and no alcohol or tobacco sales are allowed where consumption is taking place.

Bureau of Cannabis Control (Bureau)

The Bureau has begun issuing annual licenses to Cannabis Event Organizers. As of November 29, 2018, the Bureau has issued four annual licenses. The majority of the Cannabis Event Organizers located in California are still operating under a temporary license. A current list of Event Organizers is attached.

Event Organizer Licenses

11/29/2018

BUSINESS, CONSUMER SERVICES, AND HOUSING AGENCY * GOVERNOR EDMUND G. BROWN JR

Bureau of Cannabis Control

PO Box 419106, Rancho Cordova, CA 95741-9106

P (833) 768-5880 | www.bcc.ca.gov

License Number	Business Name	DBA	Record Status	Expiration Date	Business Organization Structure	City	Business Phone
CEO14-0000010-LIC	HABOOB INC.	Haboob media	Active	11/16/2019	Corporation	EL CAJON	6192016333
CEO14-0000009-LIC	THE HONEY FLOWER COLLECTIVE, INC.		Active	10/23/2019	Corporation	SAN DIEGO	8582677283
CEO14-0000008-LIC	DAR VIDA, INC		Active	09/07/2019	Corporation	WHITTIER	5628013125
CEO14-0000006-LIC	REGULATED SOLUTIONS, LLC		Active	07/17/2019		PALM BEACH GARDEN	5616242001
CEO14-0000005-LIC	VAPORTENT LOUNGES, LLC		Active	05/11/2019	Limited Liability Company	SAN JOSE	4085699052
CEO14-0000001-LIC	LOCAL EXPO SERVICES INC.	Local Sesh	Active	05/01/2019		SAN DIEGO	6192410006
CEO14-18-0000088-TEMP	INFINITE ADVISORS, LLC	Farmers Market Events	Active	03/28/2019	Limited Liability Company	ENCINO	9518525961
CEO14-18-0000086-TEMP	Riverbar Pharms Bed and Breakfast		Active	03/21/2019	Limited Liability Company	FORTUNA	7077261170
CEO14-18-0000087-TEMP	Central Cannabis	Central Cannabis	Active	03/21/2019	Sole Proprietorship	TURLOCK	2098183163
CEO14-18-0000084-TEMP	DAGOBAAH EVENTS		Active	03/20/2019	Corporation	FRESNO	559-942-6416
CEO14-18-0000085-TEMP	MENKIN NELSON		Active	03/20/2019	Sole Proprietorship	NEVADA CITY	9253540077
CEO14-18-0000083-TEMP	SEQUOIA CREEK CONSULTING, LLC		Active	03/14/2019	Limited Liability Company	SANTA ROSA	7073249444
CEO14-18-0000082-TEMP	SALVADOR SERRANO		Active	03/13/2019	Sole Proprietorship	RIVERSIDE	7149514542
CEO14-18-0000055-TEMP	BLAP PRODUCTIONS, LLC		Active	03/12/2019	Limited Liability Company	PETALUMA	4153024688
CEO14-18-0000081-TEMP	ELTON PORTER	YES	Active	03/09/2019	Limited Liability Company	NEW ORLEANS	5047587481
CEO14-18-0000080-TEMP	FREDERICK NESBITT III		Active	03/05/2019	Sole Proprietorship	SAN MATEO	6504555501
CEO14-18-0000078-TEMP	C.A.R.E.	C.A.R.E.	Active	03/02/2019	Corporation	LONG BEACH	3109233857
CEO14-18-0000079-TEMP	CATEGORY FIVE CANNABIS CLUB INC		Active	03/02/2019	Corporation	SAN BERNARDINO	9099917700
CEO14-18-0000020-TEMP	AC VENTURES, INC	American Cannabis Shows	Active	03/02/2019	Corporation	PALM SPRINGS	8447687469
CEO14-18-0000077-TEMP	MARIO CONTRERAS		Active	02/27/2019	Sole Proprietorship	SACRAMENTO	6193869894
CEO14-18-0000048-TEMP	WILLIAM MUNJAR	William Norman Munjar	Active	02/17/2019	Sole Proprietorship	MOUNTAIN CENTER	4155005081
CEO14-18-0000076-TEMP	SLO CULTIVATION, INC	Cresco California	Active	02/08/2019	Corporation	CARPENTERIA	8054031033
CEO14-18-0000075-TEMP	DECARMOANDCOE	KonnoisseursKchoice	Active	02/02/2019	Corporation	SAN BERNARDINO	9515307572
CEO14-18-0000074-TEMP	HIGH LOVE, INC.	Teatime Lounge	Active	01/29/2019	Corporation	SAN FRANCISCO	4153493946
License Number	Business Name	DBA	Record Status	Expiration Date	Business Organization Structure	City	Business Phone
CEO14-18-0000035-TEMP	NAOMI FORKASH	THC Fair	Active	01/27/2019	Sole Proprietorship	MEDFORD	5412018147
CEO14-18-0000037-TEMP	CANN MEDIA GROUP, LLC		Active	01/27/2019	Limited Liability Company	WOODLAND HILLS	3104211860
CEO14-18-0000038-TEMP	SOUNDS BAZAAR LLC		Active	01/27/2019	Limited Liability Company	SAN FRANCISCO	4154260075
CEO14-18-0000003-TEMP	HIGH END SOCIETY LLC		Active	01/26/2019	Limited Liability Company	TARZANA	2133777049
CEO14-18-0000064-TEMP	PRIVATE INVITATION MARIJUANA PARTY LLC	PIMP	Active	01/22/2019	Limited Liability Company	PHOENIX	4803021101
CEO14-18-0000062-TEMP	H.E. COMMUNITY COLLECTIVE	Higher Elevation	Active	01/21/2019	Corporation	OAKLAND	9255793330
CEO14-18-0000073-TEMP	STEPHANIE THOMPSON	Stephanie Lynn Thompson	Active	01/08/2019	Sole Proprietorship	SEBASTOPOL	4159090117
CEO14-18-0000032-TEMP	HC MEGA CORP	Mega Show/Hempcon	Active	01/06/2019	Corporation	HACIENDA HEIGHTS	6269616522
CEO14-18-0000029-TEMP	EC EVENTS, LLC	THE EMERALD CUP	Active	12/31/2018	Limited Liability Company	SAN RAFAEL	8182078906
CEO14-18-0000030-TEMP	CANNA-CORN COLLECTIVE		Active	12/31/2018	Corporation	MODESTO	2094024995
CEO14-18-0000072-TEMP	ANGELA LOWE	Angela Lowe	Active	12/22/2018	Sole Proprietorship	CARMICHAEL	9167187696
CEO14-18-0000027-TEMP	420 COLLEGE CORP		Active	12/20/2018	Corporation	FRESNO	8554208255
CEO14-18-0000028-TEMP	HUMBOLDT MERIDIAN INC	EMERALD EVENTS	Active	12/20/2018	Corporation	EUREKA	5302505132
CEO14-18-0000024-TEMP	TRANS-HIGH CORPORATION	High Times Production	Active	12/09/2018	Corporation	LOS ANGELES	8449333287
CEO14-18-0000071-TEMP	GREEN FLOWER EVENTS, LLC		Active	12/07/2018	Limited Liability Company	STOCKTON	2095186324
CEO14-18-0000051-TEMP	DAVID SALGUERO		Active	11/30/2018	Sole Proprietorship	SAN BERNARDINO	9092052783



BUREAU OF CANNABIS CONTROL

CALIFORNIA

NOTICE REGARDING TEMPORARY CANNABIS EVENTS

Please be aware that lawful participation by bureau licensees in any temporary cannabis event that allows sales and/or consumption is dependent upon issuance of the appropriate licenses from the bureau. (Cal. Code Regs., tit. 16, §§ 5600 and 5601.)

All participants involved in on-site sales of cannabis goods at a temporary cannabis event must either be a licensed retailer or a licensed microbusiness authorized to conduct retail sales. (Cal. Code Regs., tit. 16, § 5602.)

Any bureau licensee participating in an unlicensed cannabis event may be subject to disciplinary action.

Qualified patients and the designated caregivers of qualified patients that continue

to operate collectively or cooperatively without a state cannabis license are not subject to certain state criminal sanctions based solely on their cultivation or manufacturing of cannabis for medicinal purposes pursuant to Health and Safety Code section 11362.775, until the section is repealed on Jan. 9, 2019. However, nothing in section 11362.775 expressly authorizes "collectives" or "cooperatives" to participate in cannabis events, commonly known as "Proposition 215" events, where cannabis is sold and/or consumed. Participation in such events may lead to civil penalties for unlicensed commercial cannabis activity, pursuant to Business and Professions Code section 26038.

WWW.BCC.CA.GOV



Bureau of Cannabis Control
2920 Kilgore Road
Rancho Cordova, CA 95670
(833) 768-5880

For the latest updates, follow the bureau on social media



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BUREAU OF CANNABIS CONTROL

CANNABIS EVENT FACT SHEET

Cannabis Event Organizer License

- Cannabis events can only be held by a person who has been issued a cannabis event organizer license by the Bureau.
- This is an annual license, with fees based on the number of events organized by the licensee per year.
- The cannabis event organizer is not authorized to cultivate, distribute, manufacture, or sell cannabis or cannabis products unless the organizer also holds a separate license to engage in such commercial cannabis activities.

State Temporary Cannabis Event License

- To obtain a temporary cannabis event license, the cannabis event organizer licensee must submit an application to the Bureau at least 60 days before the first day of the cannabis event.
- A temporary cannabis event license will not be issued for more than four consecutive days.
- Cannabis events must be held at a county fair or district agricultural association event.
- Each cannabis event must be issued a separate temporary cannabis event license by the Bureau for the specific date(s) and location of the event.
- Written approval from the local jurisdiction authorizing on-site cannabis sales and consumption by persons age 21 and older at the event is required for all temporary cannabis events.
- The organizer will be required to provide to the Bureau a list of all licensees providing on-site sales at the event.

Cannabis Event Sales and Consumption

All temporary cannabis event sales must adhere to the rules and requirements for on-site sales and consumption of cannabis goods:

- All cannabis goods shall be transported to the event site by a licensed distributor.
- All cannabis goods must be tested prior to retail sale.
- Only a licensed retailer or microbusiness licensed to sell cannabis goods to retail customers can sell at a temporary cannabis event.
- All cannabis goods shall adhere to retailer requirements pertaining to displays, exit packaging, customer returns, daily sales limits, and free samples.
- All cannabis goods sales at the event must be limited to persons 21 years of age and older.
- Access to the area where cannabis consumption is allowed shall be restricted to persons 21 years of age and older and shall not be visible from any public place or non-age-restricted area.
- Consumption of alcohol or tobacco shall not be allowed on the cannabis event premises.
- Payment to a cannabis event organizer may not be determined based on, or tied to, the sale of cannabis goods.



Bureau of Cannabis Control
2920 Kilgore Road,
Rancho Cordova, CA 95670
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CHAPTER 3

AMUSEMENTS

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ARTICLE I. CIRCUS, RODEO, ETC

(Ord. No. 416; Ord. No. 839, §1)

Sec. 3-10. Maximum length of exhibition

No person shall exhibit, conduct, or carry on any circus, rodeo, carnival, traveling show, or side show within the county for more than six days in any two consecutive weeks.

(Ord. No. 236 1/2, §1; Ord. No. 588, §1; Ord. No. 589, §1; Ord. No. 1386, §1)

Sec. 3-11. License--Required; application; approval by board of supervisors

It shall be unlawful for any person to exhibit, conduct, or carry on any circus, rodeo, carnival, traveling show, or side show within the county without first filing with the tax collector of the county a written application for a license to conduct such activities. Such written application shall be filed within a reasonable time prior to the date that it is intended to conduct such activities. The tax collector shall submit such application to the board of supervisors, and no license shall be issued by the tax collector until authorization to do so by order of the board of supervisors, at a regular meeting of the board, shall be received.

(Ord. No. 235 1/2, §2; Ord. No. 589, §2; Ord. No. 1386, §1)

Sec. 3-12. Permit--Fee

In the event that the license required by section 3.11 is ordered to be issued by the board of super-visors, the tax collector shall issue such license and collect a license fee from such person of one hundred dollars to cover the period of six days mentioned in section 3.10, or any lesser number of days that such circus, rodeo, carnival, traveling or side show shall be conducted in the county.

(Ord. No. 236 1/2, §3; Ord. No. 580, §3; Ord. No. 1386, §1)

Sec. 3-13. Exemption - Solano County Fair Association

The Solano County Fair Association or other organization operating the Solano County Fairgrounds as an agent of the County of Solano is exempt from the provisions of this Article.

(Ord. No. 1643, §1)

ARTICLE II. PUBLIC DANCE

Sec. 3-20. "Public dance," defined

For the purposes of this article, "public dance" means a dance into which the public or any part of the public is admitted.

(Ord. No. 580, §3; Ord. No. 1386, §1)

Sec. 3-21. Permit required

It shall be unlawful for any person, whether as principal, servant, agent or employee, to engage in, carry on, operate, maintain or conduct, or cause to be engaged in, carried on, maintained or conducted, any public dance in the county without first having obtained a written permit from the sheriff. It shall be unlawful to conduct a public dance after such permit has been revoked.

(Ord. No. 580, §1; Ord. No. 1386, §1)

Sec. 3-22. Permit revocation

The permit required by section 3.21 may be revoked by the sheriff at any time the sheriff believes that the safety of persons or property will be in danger by the existence of such permit. Such revocation shall consist of either a written or oral notice of revocation to the permittee.

(Ord. No. 580, §2; Ord. No. 1386, §1)

Sec. 3-23. Permit--appeal from refusal to issue or from revocation

Any person to whom the issuance of the permit required by section 3.21 has been refused, or whose permit has been revoked by the sheriff, may appeal such refusal or revocation to the board of supervisors. Whereupon, the board of supervisors shall hold a hearing on such appeal, reasonable notice of which shall have been given to the sheriff; and if the board of supervisors finds that the issuance of such permit shall not endanger persons or property, the board of supervisors shall direct the sheriff to issue such permit and the sheriff shall comply with such direction. If, subsequent to such direction, the sheriff discovers additional acts have occurred that endanger persons or property, he may revoke the permit and the applicant may again appeal the action to the sheriff.

(Ord. No. 580, §4; Ord. No. 1386, §1)

Sec. 3-24. Same--Permittee not exempt from other ordinance or laws

The issuance of a permit under the provisions of this article shall not exempt the permittee from any provision of this Code or any other ordinance of the county

requiring a permit or license, or any law of the state pertaining to the operation or the conduct of the businesses enumerated in this article.

(Ord. No. 580, §5; Ord. No. 1386, §1)

Sec. 3-25. Exemption - Solano County Fair Association

The Solano County Fair Association or other organization operating the Solano County Fairgrounds as an agent of the County of Solano is exempt from the provisions of this Article

(Ord. No. 1643, §2)

ARTICLE III. OUTDOOR FESTIVALS

Sec. 3-30. Outdoor festivals defined

For purposes of this article, "outdoor festivals" shall mean and include any outdoor gathering of individuals for the purpose of participation in "rock" dances and similar musical or theatrical type performances which are of a periodic nature and to which the public is admitted, with or without the payment of admission charges.

(Ord. No. 727, §1; Ord. No. 1386, §1)

Sec. 3-31. License--required; application; filing fee

It shall be unlawful for any person to operate, maintain, conduct, advertise, sell or furnish tickets or other types of written authority for admission to any outdoor festival in the unincorporated area of the county and on all property owned or leased by the county in the incorporated areas of the county, unless that person shall first obtain a license from the county to operate or conduct such festival.

Application for a license to conduct an outdoor festival shall be made in writing to the board of supervisors of the county, accompanied by a nonrefundable application fee of one hundred dollars and filed with the county tax collector, and shall contain the following information:

(a) The name, age, residence, mailing address and telephone number of the applicant. If the applicant is a partnership, the names and addresses of all general partners shall be included. If the applicant is a corporation, the application shall be signed by the president and attested to by the secretary thereof, and shall contain the names and addresses of all corporate officers; and a certified copy of the articles of incorporation shall be attached to the application. The address and telephone number of the principal place of business of the applicant shall also be included in the application.

(b) The location and legal description of the premises where the outdoor festival is proposed to be conducted, including all lands to be used for parking or other uses incidental to the outdoor activity. The applicant shall submit proof of

ownership of such premises or the written consent of all owners thereof for the proposed use.

(c) The date or dates and the hours during which the festival is to be conducted.

(d) An estimate of the maximum number of spectators, participants, and other persons expected to attend the outdoor festival for each day it is conducted.

(e) A detailed explanation of the applicant's program, and plans to provide security protection, water supply, food supply, sanitation facilities, medical facilities and services; vehicle parking space, vehicle access and on-site traffic control; and if it is proposed or expected that spectators or participants will remain at night or overnight, the arrangements for illuminating the premises and for camping or similar facilities applicants plan to provide for the numbers of spectators in excess of the estimate, and provisions for clean-up of the premises and the removal of rubbish after the event has concluded.

(f) A detailed explanation of the applicant's plan for policing the activity with particular emphasis on the control and prevention of alcohol and drug consumption.

Such application shall be filed with the county tax collector at least sixty days prior to the time indicated for the commencement of the planned activity. The tax collector shall review and submit such application to the board of supervisors and no license shall be issued by the tax collector until the tax collector is authorized to do so by order of the board of supervisors at a regular meeting of the board.

(Ord. No. 727, §1; Ord. No. 753, §1; Ord. No. 1386, §1)

Sec. 3-32. Same--fixing time for hearing application; notice of hearing; investigation and report on application

Upon receipt of a complete application and the application fee, the tax collector shall request the board of supervisors to set a time and date for a public hearing, and the board of supervisors shall set the application for a public hearing at a regular meeting of the board of supervisors, not less than fifteen nor more than thirty days thereafter, and shall give not less than ten days' written notice thereof to the applicant. The clerk of the board of supervisors shall give notice of the hearing and copies of the application to the sheriff, the county health officer, the director of transportation and the director of environmental management, who shall investigate the manner and report in writing to the board of supervisors not later than the time set for the hearing, with appropriate recommendations concerning the activity.

(Ord. No. 727, §1; Ord. No. 1386, §1)

Sec. 3-33. Same--hearing on application; bond required prior to issuance

The board of supervisors shall consider the documentary and testimonial evidence of witnessed presented at such hearing, including all reports of investigation and shall grant the license without conditions or with conditions which must be met, including security required from the applicant as a guarantee that the conditions will be met, before a license is granted.

If conditions are imposed by the board the applicant shall furnish or cause to be furnished to the tax collector proof that all conditions have been met an that the required security has been given, before the license may be issued by such tax collector.

The security required by the board of supervisors may include the posting of an indemnity bond, a performance bond, or both, in favor of the county in connection with the operation of a public outdoor festival as defined in this article. Such bond or bonds shall be prepared by a corporate bonding company authorized to do business in the state by the department of insurance, in an amount determined by the board of supervisors. Such bond or bonds shall indemnify the county, its agents, officers, employees, and the board of supervisors against any and all loss, injury and damage of any nature whatsoever arising out of or in any way connected with such outdoor festival, and shall indemnify against loss, injury and damage to both person and property.

The board of supervisors may also require that the applicant provide a corporate surety bond, prepared by a corporate bonding company authorized to do business in the state, indemnifying the county and the owners of property adjoining the outdoor site for all costs necessitated by such activity to clean up or remove debris, trash, garbage or other waste from, in, and around the premises. Such bond shall be in an amount determined by the county board of supervisors as in its discretion will adequately provide for such indemnification.

(Ord. No. 727, §1; Ord. No. 1386, §1)

Sec. 3-34. Same--issuance: fee

Upon determining that the board of supervisors has ordered the issuance of the license pursuant to section 3.33 and that the conditions, if any imposed by the board, have been complied with by the applicant, the tax collector shall collect a license fee of one hundred fifty dollars per day for each day the festival is scheduled, and the tax collector shall issue a license to the applicant for the specific location authorized for the festival and for the specific days which the festival is authorized.

(Ord. No. 727, §1; Ord. No. 1386, §1)

Sec. 3-35. Same--exemptions from application and fees

A neighborhood community benefit organization organized from charitable, religious or eleemosynary purposes shall be exempt from paying the application and license fees provided for in this article; provided, the net proceeds from any such activity do not inure to the benefit of any private person.

(Ord. No. 727, §1; Ord. No. 1386, §1)

Sec. 3-36. Same--revocation

The board of supervisors shall have the right to revoke any license issued pursuant to this article after a public hearing held after oral or written notice is given to the licensee at least twenty-four hours prior to such hearing, for any of the following causes:

- (a) The licensee fails, neglects, or refuses to fulfill any of the conditions imposed upon the granting of a license.
- (b) The licensee permits the outdoor festival to be conducted in a disorderly manner or allows any person to remain on the premises while under the influence of intoxicating liquor or any narcotic or dangerous drug.
- (c) The licensee violates or attempts to violate any law of the state, provisions of this article, or ordinance of the county.
- (d) That the licensee has previously made a false, misleading or fraudulent statement of material fact in the application for license or in any other document required pursuant to this article.

Written notice of such revocation shall be forwarded by the county clerk to the board of supervisors, the sheriff, and the permittee at the address given in the application. Such revocation shall become effective immediately after ordered by the board of supervisors.

(Ord. No. 727, §1; Ord. No. 1386, §1)

Sec. 3-37. Same--nontransferable

No license granted under the provisions of this article shall be transferable or removable to another location.

(Ord. No. 727, §1; Ord. No. 1386, §1)

Sec. 3-38. Closing of festivals prior to the expiration of license

The sheriff may suspend operation and close any outdoor festival prior to the expiration of the license granted under the provisions of this article in the event of the occurrence of a riot, major disorder or serious breach of the peace when, in his

opinion, it becomes necessary to prevent injury to persons, damage to property or both.

(Ord. No. 727, §1; Ord. No. 753 §1, Ord. No. 1386, §1.)

Sec. 3-39. Exemption - Solano County Fair Association

The Solano County Fair Association or other organization operating the Solano County Fairgrounds as an agent of the County of Solano, is exempt from the provisions of this Article

(Ord. No. 1643, §3)

ARTICLE IV. MISCELLANEOUS

Sec. 3-400. Evasion of an admission fee

It is unlawful for any person to enter, or attempt to enter, premises for which an admission fee is charged (such as an amusement park, theater, sporting event, dance, fairgrounds, etc.) without paying the admission fee, or without authorization of the person in charge of the premises. Any person who violates this section shall be guilty of an infraction.

Sec. 3-401. Unsafe or disruptive conduct

(a) It shall be unlawful for any person attending a place of amusement open to the public, such as an amusement park, theater, sporting event, dance, fair or other place of entertainment, to do any of the following actions without lawful authority;

(1) Line jumping - stepping, jumping, or pushing into lines ahead of others who are waiting;

(2) Fence jumping - jumping on or climbing over any fence in order to enter or exit any public facility;

(3) Running - running with willful and reckless disregard for the safety of others, including but not limited to:

(A) Running through substantially congested pedestrian areas;

(B) Running into another person;

(C) Running which causes another to abruptly move out of the way to avoid collision;

(4) Throwing or dropping of objects - willful and reckless throwing or dropping of any object which may injure another person or damage the personal property of another person.

(b) Such conduct or actions shall be deemed unsafe or disruptive and considered a threat to public health and safety. Every person who engages in the actions prohibited by this section shall be guilty of an infraction.

Sec. 3-402. Loitering prohibited

No person may delay, linger or idle about any public parking lot or facility without lawful business for being present. Every person who violates this section shall be guilty of an infraction.

Sec. 3-403. Trespassing prohibited

No person may remain on or reenter or come upon any place of amusement, (such as an amusement park, theater, sporting event, dance, fairgrounds, etc.) or any parking lot for a place of amusement, after being asked to leave by a peace officer, private security officer or other person having charge of the place of amusement or facility. Every person who violates this section shall be guilty of a misdemeanor.

Sec. 3-404. Bicycles, Motorized Bicycles, Skateboards and Roller Skates - Solano County Fairgrounds

The use of motorized bicycles, skateboards, roller skates or similar devices on the Solano County Fairgrounds is prohibited, unless such use is related to a specific event focused on the use of such items. Every person who violates this section shall be guilty of an infraction.

Sec. 3-405. Parking on Solano County Fairgrounds in Designated Areas

No person shall drive any vehicle, nor shall any person stop, park or leave standing any vehicle, whether attended or unattended, upon the driveways, paths, parking facilities or grounds of the Solano County Fairgrounds, except in designated areas established by the management of the Solano County Fair Association. Every person who violates this section shall be guilty of an infraction.

Sec. 3-406. Unattended Animals - Solano County Fairgrounds

No person shall leave any animal unattended upon the driveways, paths, or parking facilities of the Solano County Fairgrounds. Any person who violates this section shall be guilty of an infraction.

Sec. 3-407. Weapons - Solano County Fairgrounds

It shall be unlawful to bring on to the Solano County Fairgrounds, or to cause to be brought on to the Solano County Fairgrounds, any weapon as set forth in California Penal Code section 171b, or any knife, sharp object or other instrument that can be used as a weapon, except within areas and as specific times designated by the Solano county Fair Association, or when carried by law enforcement personnel. Any person who violates this section shall be guilty of a misdemeanor.

Sec. 3-408. Prohibited Items - Solano County Fairgrounds

It shall be unlawful for any person to cause to be brought on to the Solano County Fairgrounds, either by smuggling or passing over the fence, any item which is prohibited pursuant to the regulations established by the Solano County Fair Association. The Solano County Fair Association shall post notice of all prohibited items at the gate of the Solano County Fairgrounds. Any person who violates this section shall be guilty of an infraction, except as provided in section 3-407.

Sec. 3-409. Solano County Fair Association - Code of Conduct during Solano County Fair

It shall be unlawful for any person to violate the Code of Conduct established by the Board of Directors of the Solano County Fair Association for the annual Solano County Fair. Every person who violates this section shall be guilty of an infraction.

Sec. 3-410. Curfew - Persons under eighteen years of age

No person under the age of eighteen years shall loiter in or about any public street or other public place or any place open to the public in the unincorporated territory of the county, or on property owned by the county, between the hour of 10:00 p.m. and the time of sunrise of the following day when not accompanied by the minor's parent, guardian or other adult person having the legal case, custody and control of such person, or spouse of such person over twenty-one years of age. Any person who violates this section shall be guilty of an infraction.

(Ord. No. 1643)

ATTACHMENT E – Board of Supervisors Report – December 11, 2018

Update on State and Local Cannabis Regulations:

Bureau of Cannabis Control (Bureau)

The Bureau is currently issuing temporary licenses for cannabis event organizers cannabis distributors, retailers, testing laboratories, microbusinesses. The Bureau is now allowing individual cannabis businesses to apply for and obtain one license to serve both the medicinal and recreational markets. On October 19, 2018, the Bureau released proposed changes to the draft permanent regulations for a 15-day public comment period; the proposed regulations can be found at the following link: <https://cannabis.ca.gov/cannabis-regulations/>. These regulations are expected to be the permanent regulations once the draft is approved.

California Department of Food and Agriculture (CDFA) – CalCannabis Cultivation Licensing

CDFA is responsible for issuing 18 types of cannabis cultivation licenses including indoor/outdoor/mixed-light cultivation licenses, nursery and processor licenses (cultivation site that does trimming, drying, curing of non-manufactured cannabis). On October 19, 2018, CDFA released proposed changes to the draft permanent regulations for a 15-day public comment period; the proposed regulations can be found at CalCannabis Cultivation Licensing website at <http://cannabis.cdca.ca.gov/>. These regulations will replace the emergency regulations that the CDFA is currently operating under.

CDFA/CalCannabis is currently in the process of holding public workshops throughout California to solicit input on establishing the framework for the CalCannabis Appellations Project. CDFA is required to develop a process that would allow state licensed cultivators to establish an appellation to cannabis grown in certain geographical areas.

CDFA set a deadline of December 1, 2018 for current holders of temporary licenses to apply for extensions. The CDFA is moving from temporary licenses to provisional licenses until annual licenses are authorized. Provisional licenses are acting as a bridge from temporary licenses to annual licenses. These provisional licenses are to expire January 1, 2020.

California Department of Public Health (CDPH) - Manufactured Cannabis Safety Branch (MCSB)

The MCSB is currently issuing temporary licenses for four types of cannabis manufacturing:

Type 7 – produce an extract or concentrate using a volatile solvent

Type 6 – produce an extract or concentrate using a mechanical method or non-volatile solvent such as CO2 and ethanol

Type N – produce edible or topical products other than extracts or concentrates

Type P – package cannabis products or label cannabis product containers/wrappers only

As of July 1, 2018, all cannabis goods must meet all the statutory and regulatory requirements for testing, packaging and labeling, THC limits for edible and non-edible cannabis products as proposed in MAUCRSA (Medical Adult-Use Cannabis Regulatory and Safety Act). On October 19, 2018, CDPH published proposed changes to the draft permanent regulations for a 15-day comment period; the proposed changes may be found at www.cdph.ca.gov/mcsb/rulemaking. These regulations will replace the emergency regulations that the MCSB is currently operating under.

CDPH is continuing to expand on its “Let’s Talk Cannabis” initiative to share science-based cannabis awareness information (<https://www.cdph.ca.gov/Programs/DO/letstalkcannabis/Pages/LetsTalkCannabis.aspx>).

State Enforcement

State enforcement actions are taking place by all three state agencies – hotlines have been established to report illegal cultivation – 1-800-WEED-TIP and there are online forms available on the CDPH website for anyone wishing to report an unlicensed operator or unsafe product. There have been a number of press releases stating the types of enforcement action being taken on unlicensed operators as well as the destruction of unlicensed cannabis and cannabis products.

California Department of Tax and Fee Administration (CDTFA)

As of August 2018, the CDTFA has reported revenue of \$74.2 million from cannabis sales beginning January 1, 2018 which includes the state cultivation tax of \$4.5 million, 15% excise tax of \$43 million and sales tax of \$26.3 million.

The state's cultivation tax rates are:

- \$9.25 per dry-weight ounce of cannabis flowers,
- \$2.75 per dry-weight ounce of cannabis leaves, and
- \$1.29 per ounce of fresh cannabis plant (must be weighed within two hours of harvesting)

The state's excise tax rate is:

- 15% of the "average market price" when purchased at retail

California City and County Sales and Use Tax:

- applies to retail sales of cannabis and cannabis products after the excise tax has been added
- does not apply to medicinal cannabis purchased by a holder of a California Medical Marijuana Identification Card issued by a county health department

Summary of Solano Cities Cannabis Ordinances

Since January 2018, cities within Solano County have been holding community meetings and developing their own cannabis regulations.

City of Fairfield

The City of Fairfield adopted a ban on all commercial cannabis activities and allows personal cultivation as defined by State law; 6 plants grown within a private residence or within an accessory structure located on the grounds of a private residence.

City of Vacaville

The City of Vacaville continues their moratorium on commercial cannabis activities. On November 13, 2018, the City Council approved the first reading of a home cannabis cultivation ordinance allowing 6 plants to be grown indoors in a private residence or an accessory structure. A second reading is scheduled for December 11, 2018. City of Vacaville staff anticipates a draft commercial/industrial cannabis ordinance will be developed in 2019.

City of Vallejo

The City of Vallejo has had medical cannabis dispensaries operating for a number of years, they have currently approved the sale of recreational cannabis within the existing medical dispensaries. There is an emergency ordinance allowing cultivation, distribution and manufacturing of medicinal cannabis by existing licensed dispensaries. Vallejo continues to study the possibility of regulating other medicinal and recreational cannabis businesses.

Cities of Dixon and Rio Vista

The cities of Dixon and Rio Vista have approved cannabis retail stores, cannabis cultivation and manufacturing businesses including a microbusiness in Rio Vista. There is a retailer in operation in Dixon and a microbusiness in operation in Rio Vista. At an October 2018 Dixon City Council meeting, the Council took the first step in revoking a Development Agreement and Conditional Use Permit for a commercial cannabis development to be located off Vaughn Road due to failure to follow the conditions of the agreement.

City of Suisun

The Suisun City Council recently approved cannabis regulations which would allow a retailer and other cannabis activities in certain zoning districts. The zoning districts approved for retailers are along Railroad Avenue. Future locations of other commercial cannabis businesses would require proposal by developer.

The voters in Suisun passed Measure C on November 6, 2018 which would allow up to a 15% tax on gross receipts for commercial cannabis businesses and a \$25.00 per square foot for commercial cannabis activities.

City of Benicia

Benicia has approved an ordinance that would allow up to two retailers, one microbusiness and other cannabis businesses in certain areas of the city. The City of Benicia recently held an RFP process for the two retail operations and nine applications were received.

On November 6, 2018, Benicia voters approved Measure E which allows up to 6% tax on cannabis business gross receipts and a \$10.00 per square foot of canopy for cultivation operations.

Overall Statewide Trends

Because 2018 is an election year, there were a number of cannabis tax measures on the ballot on November 6th. There were a total of 78 cannabis tax measures statewide; of those, 73 tax measures passed and 5 failed. The 5 that failed were citizens measures that also include cannabis legalization provisions.

In overall cannabis sales, cannabis flower (41%) and vapor pens (33%) make up the majority of cannabis sales in California. Edibles, concentrates (tinctures), and pre-rolled cannabis products make up the smallest percentage of sales.



NOTICE OF PUBLIC HEARING (Board of Supervisors)

The County of Solano does not discriminate against persons with disabilities and is an accessible facility. If you wish to attend this meeting and you will require assistance in order to participate, please contact Kristine Sowards, Department of Resource Management at the address and phone number listed above at least 24 hours in advance of the event to make reasonable arrangements to ensure accessibility to this meeting.

NOTICE IS GIVEN that the Solano County Board of Supervisors will hold a public hearing to consider adoption of a 10 month and 15-day extension of the interim urgency ordinance which establishes a prohibition of temporary cannabis events within the unincorporated area of Solano County. The Board will also receive a staff presentation on Board options regarding temporary cannabis events within the unincorporated area of Solano County.

The Board of Supervisors will also consider finding that the extension of the interim urgency ordinance is exempt from further environmental review under the General Rule Exemption of Section 15061(b)(3) of Title 14 of the California Code of Regulations because there is no possibility that the project may have a significant effect on the environment.

Any person wishing to comment on the project and/or review the information contained within the project file may do so at the Solano County Department of Resource Management, Planning Division, County Administration Center, 675 Texas Street, Suite 5500, Fairfield. Staff reports are available by 5:00 p.m. the Friday prior to the meeting at www.solanocounty.com under Quick Clicks, Board Meetings.

If you challenge the proposed consideration in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Board of Supervisors at, or prior to, the public hearing.

The hearing will be held in the Board of Supervisors' Chambers, County Administration Center, 1st Floor, 675 Texas Street, Fairfield on Tuesday, December 11, 2018 at 2:00 p.m. or as soon thereafter as the matter may be heard. Interested persons may appear and be heard at that time.

Birgitta Corsello
Clerk of the Board of Supervisors,
County of Solano, State of California

Please publish as a DISPLAY Ad one time in the News Section of the:
Daily Republic - Sunday, November 25, 2018

Please publish as a LEGAL AD one time in the legal section of the:
Dixon Tribune (line ad) – Wednesday, November 28, 2018
Benicia Herald – Wednesday, November 28, 2018
Winters Express – Thursday, November 29, 2018
Rio Vista River News Herald – Thursday, November 29, 2018
Vacaville Reporter – Wednesday, November 28, 2018
Vallejo Times Herald – Wednesday, November 28, 2018