Solano County

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



Agenda - Final

Tuesday, March 12, 2019

8:30 AM

Board of Supervisors Chambers

Board of Supervisors

Erin Hannigan (Dist. 1) Chairwoman (707) 553-5363 Monica Brown (Dist. 2), Vice-Chair (707) 784-3031 James P. Spering (Dist. 3) (707) 784-6136 John M. Vasquez (Dist. 4) (707) 784-6129 Skip Thomson (Dist. 5) (707) 784-6130 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 19-205 Conference with Real Property Negotiators:

Property: APN 0030-295-130, 460 Union Avenue, Fairfield; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, and Megan Greve, General Services Director, and Dave Daly, Nut Tree Airport Manager; Negotiating party: Hal Alpert; Under negotiation: Price and terms

Conference with Legal Counsel - Potential Litigation: One case
<u>Attachments:</u> A - Memorandum

RECONVENE - 9:00 A.M.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

PRESENTATIONS

Sheriff's Office:

2 19-180 Adopt and present a resolution and plaque of appreciation honoring Correctional Officer David Walter upon his retirement from the Sheriff's Office with over 32 years of dedicated public service to Solano County (Supervisor Vasquez)

Attachments: A - Resolution

County Administrator:

3 19-134 Receive a presentation and awards from the Food Bank of Contra Costa and Solano for participation in the 2018 Counties Care Holiday Food Fight

Health and Social Services:

4 19-174 Adopt and present a resolution recognizing March 24, 2019 as World Tuberculosis (TB) Day (Chairwoman Hannigan) <u>Attachments:</u> A - Resolution

Board of Supervisors:

- 5
 19-189
 Adopt and present a resolution honoring the 100th anniversary of the American Legion and American Legion Auxiliary (Supervisor Vasquez)

 <u>Attachments:</u>
 A Resolution
- 6 19-202 Adopt and present a resolution recognizing March 19, 2019 as Ag Day in Solano County and March 17-23, 2019 as National Ag Week (Supervisor Vasquez)

Attachments: A - Resolution

ITEMS FROM THE PUBLIC

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

ADDITIONS TO OR DELETIONS FROM THE AGENDA

APPROVAL OF THE AGENDA

PUBLIC COMMENT ON CONSENT CALENDAR

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

APPROVAL OF THE CONSENT CALENDAR

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

CONSENT CALENDAR

GENERAL GOVERNMENT

Board of Supervisors:

7 19-204 Adopt a resolution recognizing Pati Navalta Poblete as Solano County's "Woman of the Year 2019" in celebration of "March is National Women's History Month"

A - Resolution

General Services:

8 19-197 Approve an agreement for \$2,000,771 with Anthem Builders, Inc. of Roseville, CA for the Animal Care Shelter Tenant Improvement, Security Systems and Equipment Upgrades Project at 2510 Clay Bank Road in Fairfield; and Authorize the County Administrator or designee to execute the agreement and any amendments within the approved project budget

Attachments: A - Contract

- B Project Funding & Budget Summary
- C Bidders of Record

9 19-195 Approve an agreement with Z Squared Construction, Inc., El Dorado Hills, for \$1,086,000 to construct the Nut Tree Airport Hangar A Offices and Administration Building Renovation Project; Approve an additional appropriation of \$511,966 (4/5 vote required) for the FY2018/19 Airport Project Budget 9016 to be funded by Project financing; and Authorize the County Administrator or designee to execute the agreement and any amendments within the approved project budget

Attachments: A - Contract

- B Summary of Project Costs & Funding Sources
- C Project Financial Pro-Forma
- D Bidders of Record
- E Project Location

HEALTH AND SOCIAL SERVICES

Health and Social Services:

- **10 19-173** Authorize the Department of Health and Social Services to pursue an Intergovernmental Transfer (IGT) with the California Department of Health Care Services of up to approximately \$3,500,626 in FY2018/19 covering rate year 2018/19; Authorize payment of a State administrative fee equal to 20% of the transfer amount estimated at \$700,125; and Authorize the County Administrator to execute the necessary agreements with the State of California and Partnership HealthPlan of California and any related documents and amendments within budget appropriations
- 11
 19-176
 Approve revisions to the General Assistance Minute Order including updates to the grant amount and other regulatory and procedural revisions

 Attachments:
 A General Assistance Minute Order

CRIMINAL JUSTICE

Probation:

12 19-185 Approve a contract from March 1, 2019 through June 30, 2022 with Beyond the Arc (BTA) in the amount of \$175,000 to continue data analysis for the Centers for Positive Change (CPC); Delegate authority to the County Administrator to execute the contract and any future amendments that remain within budgeted appropriations up to 20% of the total contract amount; and Authorize the Chief of Probation to execute contract amendments which are technical in nature and remain within budgeted appropriations

Attachments: A - Contract

13 19-186 Approve a contract with the Solano County Office of Education (SCOE) in the amount of \$190,000 to provide enhanced vocational services to youth under the jurisdiction of the Probation Department for the period of March 1, 2019 through June 30, 2021; Delegate authority to the County Administrator to execute the contract and any future amendments that remain within budgeted appropriations up to 20% of the total contract amount; and Authorize the Chief of Probation to execute contract amendments which are technical in nature and remain within budgeted appropriations

Attachments: A - Contract

LAND USE/TRANSPORTATION

Resource Management:

1419-179Authorize the Director of Resource Management to solicit bids, award, and
execute up to \$7,890,000 for various Public Works construction contracts
for the 2019 construction season

A - Site Locations Maps

MISCELLANEOUS ITEMS

First 5 Solano:

15 19-188 Approve the Solano Children's Alliance membership reappointments of Stacy Burke and alternate Cheryl Jones for the terms of March 12, 2019 to March 12, 2023; and Approve the appointment of alternate Amy Potter for the term of March 12, 2019 to March 23, 2023

A - Membership Roster

REGULAR CALENDAR

Rescheduled Consent Items

Consider the following:

А) В) С)

LAND USE/TRANSPORTATION

Resource Management:

 16
 19-213
 Ratify the March 6, 2019 Proclamation of Local Emergency; and Adopt a resolution confirming the need for continuing the Proclamation of Local Emergency or a Proclamation Terminating the Local Emergency if the conditions merit

 Attachments:
 A - Resolution

B - Proclamation of Local Emergency

C - Storm Damage Road List

OTHER

East Vallejo Fire Protection District:

1719-199Conduct Quarterly Meeting of the East Vallejo Fire Protection District
Board of Directors

HEALTH AND SOCIAL SERVICES

Health and Social Services:

18 19-196 Receive a presentation on the proposed redesign of the Health and Social Services and recommendations for an organizational structure and staffing that will support the County's needs; Consider establishing a Health and Social Services Executive Compliance Committee and charter; and Consider adopting a resolution amending the List of Numbers and Classifications of Positions to add a net 7.0 FTE, reclass 2.0 FTE and revise 2 classifications

<u>Attachments:</u> A - Compliance Charter

B - Resolution

GENERAL GOVERNMENT

Board of Supervisors:

 19
 19-206
 Consider the appointment of one Board member to serve on Metropolitan Transportation Commission/Association of Bay Area Governments' CASA the Committee to House the Bay Area Legislative Task Force

 Attachments:
 A - Task Force Letter

RECESS

2:00 P.M.

LAND USE/TRANSPORTATION

Resource Management:

20 19-203 Conduct a noticed public hearing to consider a time extension request through December 13, 2020 for Tentative Subdivision Map No. S-01-03, Dove Creek Ranch Subdivision, located at the southwest terminus of Dove Creek Trail, subdividing the 80-acre project site in to 32 single family lots, ranging in size from 1.3 - 3.8 acres, with additional common lots, subject to the original adopted conditions of approval and mitigation measures

<u>Attachments:</u> A - Resolution

B - Links to Supporting Documents & Prior BOS Approvals

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

ADJOURN:

To the Board of Supervisors meeting of March 26, 2019 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, CA



Solano County

Agenda Submittal

Agenda #:	1	Status:	Closed Session		
Туре:	Closed Session	Department:	County Counsel		
File #:	19-205	Contact:	Dennis Bunting, 784-6145		
Agenda date:	03/12/2019	Final Action:			
Title:	Conference with Real Property Negotiators:				
	Property: APN 0030-295-130, 460 Union Avenue, Fairfield; Agency negotiators: Birgitta E Corsello, County Administrator, Nancy Huston, Assistant County Administrator, and Megan Greve, General Services Director, and Dave Daly, Nut Tree Airport Manager; Negotiating party: Hal Alpert; Under negotiation: Price and terms				
	Conference with Legal Counsel - Potential Litigation: One case				
Governing body:	Board of Supervisors				
District:	All				
Attachments:	A - Memorandum				
Date: Ver.	Action By:	Action:	Result:		

Published Notice Required?	Yes _	No	<u>X</u>
Public Hearing Required?	Yes	No	Х

- A. LICENSE/PERMIT DETERMINATION (GC § 54956.7) a. Number of applicants:
- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (GC § 54956.8)
 - a. Property: APN 0030-295-130, 460 Union Avenue, Fairfield; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, and Megan Greve, General Services Director, and Dave Daly, Nut Tree Airport Manager; Negotiating party: Hal Alpert; Under negotiation: Price and terms
- C. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION a.
- D. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC § 54956.9)
 - a. Significant exposure to litigation pursuant to GC § 54956.9 (b):
 - b. Initiation of litigation pursuant to GC § 54956.9(c): One case
- E. LIABILITY CLAIMS-JOINT POWERS AUTHORITY (GC § 54956.95) a. Claimant:_____
 - b. Agency against whom claim filed:_____
- F. THREAT TO PUBLIC SERVICES OR FACILITIES (GC § 54957) a. Consultation with:_____
- G. PUBLIC EMPLOYEE APPOINTMENT a. Title:
- 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

Agenda Submittal

Agenda #:	2	Status:	Presentation
Туре:	Resolution-Presentation	Department:	Sheriff's Office
File #:	19-180	Contact:	Angelica Russell 784-7064
Agenda date:	03/12/2019	Final Action:	
Title:		rement from the Sho	of appreciation honoring Correctional Officer eriff's Office with over 32 years of dedicated ez)
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

Public Hearing Required? Yes _____No X__

DEPARTMENTAL RECOMMENDATION:

The Sheriff recommends that the Board of Supervisors adopt and present a resolution and plaque of appreciation honoring Correctional Officer David Walter upon his retirement from the Sheriff's Office with over 32 years of dedicated public service to Solano County.

SUMMARY/DISCUSSION:

David Walter served his country in the United States Air Force from 1981-1985. Mr. Walter began his career with Solano County's Sheriff's Office as an extra-help Correctional Officer Trainee on March 29, 1986, was converted to full-time on July 13, 1986, and was promoted to journey-level Correctional Officer on July 2, 1987.

Officer Walter worked numerous positions within the Custody Division including, but not limited to, Claybank Detention Facility, Vallejo Jail, Fairfield County Jail Secure Mod, Court Holding, Transfer Officer, Central Control and Dental.

During his career as a Correctional Officer, David Walter served as a reservist in the Army National Guard from 2000 through 2017 during this time he was deployed to Fort Lewis Washington from May 2002 through June 2002, to Iraq from March 2003 through May 2004, and Cuba from January 2015 through January 2016. Over the last several years his unit was deployed to assist with Hurricane Katrina, the Oroville Dam evacuations and various California wild fires.

Officer Walter was a highly respected and valued member of the Sheriff's Office and will be greatly missed by his friends and coworkers.

FINANCIAL IMPACT:

File #: 19-180, Version: 1

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 may elect not to award the resolution and plaque of appreciation; however, this is not recommended, as this is an opportunity to honor Correctional Officer David Walter for his years of public service to the Sheriff's Office and the citizens of Solano County.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2019 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING CORRECTIONAL OFFICER DAVID WALTER UPON HIS RETIREMENT FROM THE SOLANO COUNTY SHERIFF'S OFFICE WITH OVER 32 YEARS OF DEDICATED SERVICE TO SOLANO COUNTY

WHEREAS, David Walter served his country in the United States Air Force from 1981-1985; began his career with Solano County's Sheriff's Office as an extra-help Correctional Officer Trainee on March 29, 1986, and was converted to full-time on July 13, 1986; and,

WHEREAS, Officer Walter was promoted to journey-level Correctional Officer on July 2, 1987; and,

WHEREAS, during his career, Officer Walter worked numerous positions within the Custody Division including, but not limited to, Claybank Detention Facility, Vallejo Jail, Fairfield County Jail Secure Mod, Court Holding, Transfer Officer, Central Control, and Dental; at all times Officer Walter maintained a professional demeanor and appearance and took pride in his attention to detail; and,

WHEREAS, during his career as a Correctional Officer he served as a reservist in the Army National Guard from 2000 through 2017 during this time he was deployed to Fort Lewis Washington from May 2002 through June 2002, to Iraq from March 2003 through May 2004, and Cuba from January 2015 through January 2016; over the last several years his unit was deployed to assist with Hurricane Katrina, the Oroville Dam evacuations, and various California wild fires; and,

WHEREAS, Officer Walter was a highly respected and valued member of the Sheriff's Office and will be greatly missed by her friends and coworkers.

NOW, THEREFORE BE IT RESOLVED that the Solano County Board of Supervisors hereby recognizes David Walter for his distinguished service to the citizens of Solano County and wishes him a long, healthy and happy retirement.

Dated this 12th day of March, 2019

ERIN HANNIGAN, Chairwoman Solano County Board of Supervisors

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

By: _____ Jeanette Neiger, Chief Deputy Clerk



Agenda #:	3	Status:	Presentation
Туре:	Presentation	Department:	County Administrator
File #:	19-134	Contact:	Matthew A. Davis, 784-6111
Agenda date:	03/12/2019	Final Action:	
Title:	Receive a presentation and participation in the 2018 Counti		ood Bank of Contra Costa and Solano for I Fight
Governing body:	Board of Supervisors		
District:	All		
Attachments:			

Date: Ver	r. Action By	<i>r</i> :		Action:	Result:
Published Notice	Required?	Yes _	NoX		
Public Hearing Re	equired?	Yes _	NoX		

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board receive a presentation from Larry Sly, Executive Director, and Libby Hodas, Volunteer and Corporate Engagement Coordinator, of the Food Bank of Contra Costa and Solano to recognize the efforts of Solano County employees in the 2018 Counties Care Holiday Food Fight challenge.

SUMMARY:

Since 2004, Solano County has been participating in an annual holiday food drive with Contra Costa County to raise funds for the Food Bank of Contra Costa and Solano. At the official end of the 2018 Counties Care Holiday Food Fight campaign, a net donation total of \$121,113 was reached, which includes employees and residents of both counties.

Food Bank of Contra Costa and Solano would like to recognize Solano County's Board of Supervisors, County employees and Friends of the County for their efforts, with a record breaking \$47,151 donated as part of the 2018 campaign and for a grand total of \$457,232 donated since the first friendly food fight competition in 2004. This funding has made a huge difference in the Food Bank's ability to support those who need it.

In 2012 and 2013, Solano County won the friendly food fight and held the 'Big Apple Trophy.' In 2014 and 2015 the trophy returned to Contra Costa. In 2016, 2017 and now again in 2018, the trophy will remain with Solano County. Solano County is the only County in the competitions 14-year history to win the Big Apple trophy three years in a row. In 2018 Solano County employees donated an average of \$16.39 per person, a new record over the previous year of \$13.17. Contra Costa employees donated an average of \$10.89 per employee.

FINANCIAL IMPACT:

Accepting the awards will have no impact on the County's finances. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

DISCUSSION:

The Food Bank of Contra Costa and Solano distributes approximately 7 million pounds of food annually throughout Solano County. Approximately 63,000 hungry people, including children and seniors, in Solano County are served by the Food Bank each month. Both perishable and non-perishable food is also provided to countless nonprofit agencies throughout the County such as food pantries, shelters, soup kitchens, senior and child care centers, and group homes. The Food Bank's mission is "leading the fight to end hunger, in partnership with our community and in service of our neighbors in need" and through continued community support, the Food Bank can accomplish this. For each \$5.00 raised, the Food Bank can provide 10 meals for residents in need.

The first annual counties care holiday food fight challenge began in 2004 with a challenge from Contra Costa County to join them in an annual event to raise funds to support food collection and distribution efforts in both counties, as well as some friendly competition. All funds raised by employees during the annual food fights are used to benefit the residents of the respective county.

In November 2018, Larry Sly, on behalf of Solano County Board of Supervisors, extended the annual friendly food fight challenge to competitively raise money for the Food Bank of Contra Costa and Solano to the Contra Costa County Board of Supervisors.

Solano County won the challenge in 2012 and 2013 with Contra Costa County regaining the title in 2014 and 2015. In 2016, 2017 and now again in 2018, the trophy will remain in Solano County, making Solano County the only County to have won the Food Fight three years in a row. In 2018, Solano County collected \$16.39 per employee and Contra Costa County collected \$10.89 per employee. This represents a 2018 total of \$45,321 for Solano County and \$65,363 for Contra Costa County for a combined county employee total of \$110,684 for 2018.

In addition, since 2006 the Board of Supervisors of each county have encouraged residents of Solano and Contra Costa Counties to open their hearts and wallets to also assist the Food Bank of Contra Costa and Solano and its client organizations during the annual holiday food fight, thus creating the Friends of the Counties online donations. The combined 2018 total, including the Friends of the Counties, was \$121,113 and the net cumulative total since the first Counties Care Food Fight in 2004, including the Friends of the Counties, is \$1,887,869.

Solano County Cares Holiday Food Fight was led by Melinda Sandy and Tammi Ackerman in the County Administrator's Office. This year's goal was to raise \$15.00 per employee. With the assistance of 49 departmental Food Drive team leaders throughout the County, that goal was exceeded with \$16.39 per employee raised, which is a new all-time high for Solano County, beating last year's all-time high of \$13.17 per employee.

Below is a list of the departmental team leaders:

- Andrina Quan Agriculture
- Tiffany Bossi, Enjoli Gayle, Ashley Moore Assessor/Recorder
- Cathy Obiacoro, Jay Peno, Robyn Lacy-Sanders Auditor/Controller
- Kelly Dwyer Board of Supervisors
- Tammi Ackerman, Matthew Davis, Jodene Nolan, Melinda Sandy County Administrator's Office
- Gene Ibe CAO/First 5 Solano
- Theda Peck, Davina Smith County Counsel
- Keli White Department of Child Support Services
- Jenny McCoy Department of Information Technology

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- Vicki Rister, Cheryl Tablit District Attorney
- Linda Cheesman, Michelle Offermann General Services
- Tess Lapira, Elizabeth Lunsford-Saitz Health & Social Services (H&SS) (Admin)
- Lorielle Harbin, Rhonda Smith H&SS (Child Welfare Services)
- Grace Quejado, Claudia Rodrigues H&SS (Employment and Eligibility, Beck Ave)
- Melinda Aplin, Cheri Carelock, Kathy Gillespie, Ann Gonzales, Cristin Perez H&SS (Employment and Eligibility, Exec. Court)
- Margie Harris, Rosemary Zalesky H&SS (Employment and Eligibility, Vallejo Campus)
- Marisol Lopez, Tessa Perrin H&SS (Behavioral Health)
- Kristina Feil, Vicki Pringle H&SS (Behavioral Health SUDS)
- Genevieve Mauritz, Joecilla San Nicolas H&SS (Mental Health)
- Shelly Howisey H&SS (Older and Disabled Adults)
- Terry Boucher H&SS (Public Health)
- Elizabeth Garcia-Reyes, Jennifer Saldivar H&SS (Special Investigations Bureau)
- Jennifer Gamez Human Resources
- Cathy Sheldon, Tamie Tvrdik Library Services
- Maggie Luna Probation
- Elvira DelValle Alternate Defender/Public Defender
- Rebecca Fortune Resource Management
- Dia Cornell, Pamela Stonsby Sheriff/Coroner
- Elizabeth Sumner Treasurer/Tax Collector/County Clerk
- Deborah Brook Veteran Services

All County departments participated and donated dollars in the spirit of competition and have made a significant contribution toward alleviating hunger in Solano County. The following departments will be receiving trophies based on the most dollars contributed per departmental employee:

First Place: Veterans Services	\$266.67 / employee
Second Place: County Administrator / First 5	\$223.55 / employee
Third Place: Human Resources	\$147.97 / employee

ALTERNATIVES:

The Board could choose not to receive the presentation; however, this alternative is not recommended as the Board has supported the annual counties holiday food fight challenge in the past and challenged Contra Costa County to the Food Fight in 2018.

OTHER AGENCY INVOLVEMENT:

All Departments and the Board of Supervisors participated in the Solano County Cares Holiday Food Fight challenge with Contra Costa County.



Agenda Submittal

Agenda #:	4	Status:	Presentation
Туре:	Resolution-Presentation	Department: Health and Social Services	
File #:	19-174	Contact:	Gerald Huber, 784-8400
Agenda date:	03/12/2019	Final Action:	
Title:	Adopt and present a reso Day (Chairwoman Hannigan)	lution recognizing M	arch 24, 2019 as World Tuberculosis (TB
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		
Date: Ver.	Action By:	Action:	Result:

Published Notice Required?	Yes _	No _X
Public Hearing Required?	Yes _	NoX

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services (H&SS) recommends that the Board adopt and present a resolution recognizing March 24, 2019 as World Tuberculosis (TB) Day.

SUMMARY/DISCUSSION:

The International Union against Tuberculosis and Lung Disease (IUATLD) has declared March 24, 2019 as World Tuberculosis (TB) Day and is an opportunity to raise awareness about the burden of TB worldwide and the status of TB prevention and care efforts. It is also an opportunity to mobilize social and political commitment for further progress on efforts to end TB in conjunction with the World Health Organization's sustainable development agenda. This resolution will recognize that all residents of Solano County can help by taking steps towards creating awareness and preventing TB in our community.

The World TB Day 2019 theme is "It's TIME" and has a very strong meaning: *It's TIME* for a world without TB. *It's TIME* to treat the 40 million people affected by TB by 2022. *It's TIME* to know your TB status.

In the United States, an estimated 13 million people have latent TB infection. Up to one in ten people with latent TB infection will develop active TB disease. In 2017, 9,105 people were diagnosed with active TB disease in the U.S. According to the California Department of Public Health, in 2017 an estimated 2 million California residents had latent TB infection and 2,057 people were diagnosed with active TB disease. A short course of curative antibiotic treatment can be administered so that latent TB infection does not progress into active TB disease. The cost for treatment of latent TB infection is approximately \$500, compared to the average cost of \$17,000 to treat active TB disease.

In 2018, Solano County's Tuberculosis Control Program evaluated an estimated 510 County residents for TB disease and provided intensive nurse case management to twenty-nine (29) patients with active TB disease.

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In addition, a contact investigation was conducted at a Fairfield elementary school involving the evaluation and testing of faculty and students after an exposure to TB. Additionally, there were eighty (80) other people from facilities all over Solano County who were tested and evaluated after an exposure to a case of active TB.

The World Health Organization (WHO), in order to reach the target of ending TB by 2030, is addressing the health needs of the disadvantaged, the marginalized, and those out of reach of a healthcare system by working to improve access to health services for everyone. In 2017, WHO estimated that 10 million people worldwide fell ill with active TB, with 1.6 million deaths, making it one of the world's top infectious disease killers. Notably, an estimated 1 million children became ill with TB and 230,000 of them died of the disease in 2017. The WHO is encouraging a better understanding of the challenges of TB. World TB Day provides an opportunity to focus local, national and international attention on TB infection and to disseminate information and promote TB prevention and awareness to reduce the spread of TB.

FINANCIAL IMPACT:

The costs associated with preparing this agenda item are included in the Department's FY2018/19 Adopted Budget. There is no additional impact to the County General Fund.

ALTERNATIVES:

The Board could choose not to adopt this resolution recognizing March 24, 2019 as World TB Day. This is not recommended because the resolution encourages residents to increase their awareness of the risk of TB for themselves, their partners and their children.

OTHER AGENCY INVOLVEMENT:

The H&SS Communicable Disease Program works with healthcare providers locally and statewide to address TB cases in Solano County.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2019-_

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING MARCH 24, 2019 AS WORLD TUBERCULOSIS DAY IN SOLANO COUNTY

WHEREAS, World Tuberculosis (TB) Day is recognized on the 24th of March each year and is an opportunity to raise awareness about the burden of TB worldwide and the status of TB prevention and care efforts; it is also an opportunity to mobilize commitment for further progress in efforts to end TB; and,

WHEREAS, the World Health Organization (WHO), in order to reach the target of ending TB by 2030, is addressing the health needs of the disadvantaged, the marginalized and those out of reach of a healthcare system by working to improve access to health services for everyone; and,

WHEREAS, in 2017, WHO estimates that ten million people worldwide fell ill with active TB disease, with 1.6 million deaths, making TB one of the world's top ten infectious disease killers; and among these, an estimated one million children became ill with TB and 230,000 of them died of the disease; and,

WHEREAS, in 2017, the number of people diagnosed with active TB disease in the U.S. was 9,105 cases; in California it was 2,057 cases; and in Solano County it was 29 cases; and,

WHEREAS, World TB Day provides an opportunity to focus local, national and international attention on TB infection and to disseminate information and promote TB prevention and awareness to reduce the spread of TB; and,

WHEREAS, the theme of World TB Day 2019 is "It's TIME," which urges all, including Solano County residents, to raise their awareness of the challenges that hinder progress toward the elimination of this devastating disease;

NOW, THEREFORE, BE IT RESOLVED, that the Solano County Board of Supervisors does hereby recognize March 24, 2019 as World Tuberculosis Day.

Dated this 12th day of March, 2019

ERIN HANNIGAN, Chairwoman Solano County Board of Supervisors

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

By:

Jeanette Neiger, Chief Deputy Clerk



Solano County

Agenda Submittal

Agenda #:	5	Status:	Presentation
Туре:	Resolution-Presentation	Department:	Board of Supervisors
File #:	19-189	Contact:	John M. Vasquez, 784-6129
Agenda date:	03/12/2019	Final Action:	
Title:	Adopt and present a resol American Legion Auxiliary (S	-	00th anniversary of the American Legion and
Governing body:	Board of Supervisors		
District:	District 4		
Attachments:	A - Resolution		

DEPARTMENTAL RECOMMENDATION:

Supervisor Vasquez requests that the Board adopt and present a resolution honoring the 100th anniversary of the American Legion.

SUMMARY/DISCUSSION:

The American Legion was founded in March 1919 in Paris, France, by U.S military personnel in the wake of World War I. It was federally charted September 1919 and has since become an influential entity on the national, state and local levels on issues related to our veterans, national defense, youth and patriotism. In the year following its founding, 5,400 local posts had been chartered, including Vacaville's American Legion Post 165, chartered Dec. 30, 1919.

Today there are more than 13,000 posts around the world with more than 2.2 million wartime-veteran members. Among the American Legion's contributions to society include creation of the U.S. Flag Code, helping to start the Veterans Administration, the G.I. Bill and help for veterans to receive benefits for health conditions that arose from their honorable service, including the acceptance of Agent Orange exposure as service-connected. Beyond advocacy for veterans, American Legion posts locally and across the nation contribute to their communities through operation of a nationwide baseball program, a speech contest and leadership program for youth, creation of parks, swimming pools, manage ambulance systems and lead Boy Scout units. This focus on education, fitness and understanding of U.S. democracy was born from the experiences the founders encountered during World War I and the realization that America needed to be stronger. Also in 1919, during the National Convention of the American Legion, the American Legion Auxiliary was founded to honor the sacrifice of those who serve by enhancing the lives of our veterans, military, and their families, both home and abroad.

The American Legion Auxiliary is the world's largest women's patriotic service organization and found in more than 8,000 communities in the United States and abroad. In Solano County, American Legion Posts include in

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Benicia (Post 101), Dixon (Post 208), Fairfield-Suisun (Post 182), Rio Vista (Post 178), Vacaville (Post 165), and Vallejo (Posts 104, 550, 603).

FINANCIAL IMPACT:

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

ALTERNATIVES:

The Board could choose not to adopt this resolution, however, that is not recommended as this is an opportunity to recognize the contributions of our nation's veterans and the 100 years of advocacy that the American Legion and American Legion Auxiliary has performed on behalf of those who have served honorably.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2019 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING THE 100th ANNIVERSARY OF THE AMERICAN LEGION AND AMERICAN LEGION AUXILIARY

WHEREAS, the American Legion was founded in Paris, France, in March 1919 by U.S. military personnel in the aftermath of World War I. The months following the armistice of Nov. 11, 1918 gave these soldiers time to imagine their lives after the war. What they developed was the framework for a new kind of veteran's organization that focused not only on care and treatment for disabled veterans returning to civilian life, but strengthening an entire nation; and

WHEREAS, federally chartered September 1919, the American Legion has become an influential entity on the national, state and local levels on issues related to our veterans, national defense, youth and patriotism. In the year following its founding, 5,400 local posts had been chartered. Today there are more than 13,000 posts worldwide with more than 2.2 million wartime-veteran members; and

WHEREAS, during the National Convention of the American Legion in 1919, the American Legion Auxiliary was founded to honor the sacrifice of those who serve by enhancing the lives of our veterans, military and their families. The American Legion Auxiliary's mission is to support the American Legion and is the world's largest women's patriotic service organization; and

WHEREAS, accomplishments of the American Legion include a demand for an effective federal agency to fulfill disability benefits, provide health care and education for veterans. Out of that came the Veterans Bureau in 1921, the Veterans Administration in 1930 and the Department of Veterans Affairs in 1989. The American Legion also championed creation of the Serviceman's Readjustment Act of 1944, better known as the G.I. Bill, creation of the U.S. Flag Code, a national baseball program to promote teamwork, discipline and physical fitness for tens of thousands of youth-many of whom would be called to a second world war in 1941. The American Legion Boys State and Boys Nation programs were launched to provide young men firsthand understanding of how government and civil service function in a democracy. The American Legion Auxiliary also provides young girls leadership and civics education through its Girls State program; and

WHEREAS, at any given time, more than 3,000 trained American Legion service officers are assisting roughly 750,000 veterans and their families who are due government benefits, all at no cost. Locally, Solano County is home to eight American Legion Posts and affiliated Auxiliary groups which can be found in more than 8,000 communities in the United State and abroad.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby recognizes the 100th anniversary of the American Legion, American Legion Auxiliary and their contributions to veterans, our military and local communities.

Dated this 12th day of March, 2019

ERIN HANNIGAN, Chairwoman Solano County Board of Supervisors

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

By: _____ Jeanette Neiger, Chief Deputy Clerk



Agenda Submittal

Agenda #:	6	Status:	Presentation
Туре:	Resolution-Presentation	Department:	Board of Supervisors
File #:	19-202	Contact:	John M. Vasquez, 784-6129
Agenda date:	03/12/2019	Final Action:	
Title:	Adopt and present a resol and March 17-23, 2019 as Na	• •	ch 19, 2019 as Ag Day in Solano County <i>r</i> isor Vasquez)
Governing body:	Board of Supervisors		
District:	District 4		
Attachments:	A - Resolution		

DEPARTMENTAL RECOMMENDATION:

Supervisor Vasquez requests that the Board adopt and present a resolution recognizing March 19, 2019 as Ag Day in Solano County and March 17-23, 2019 as National Ag Week.

SUMMARY/DISCUSSION:

Ag Day is celebrated on March 19, 2019. Ag Day falls during National Ag Week, March 17-23, 2019. Ag Day and Ag Week offer a time to recognize the value of agriculture and celebrate the farmers and ranchers dedicated to producing food that helps to feed not only local residents, but people around the world.

In addition to a national campaign, the Solano County Fair Association will host its 17th annual Youth Ag Day March 19, 2019. Youth Ag Day brings volunteers, local farmers and ranchers, businesses and agricultural agencies together in an educational and fun environment to learn about the important role agriculture plays in our daily lives.

With more than 80 crops grown, Solano County is the second-most diverse county agriculturally in the state. Solano County agricultural commodities are exported to nearly 40 countries around the globe. Of the roughly 860 full-time and part-time farms in the county, 42 were certified for organic production, according to the 2017 Crop and Livestock report. With such rich agricultural history and diversity, Ag Day and Ag Week provide an excellent time for individuals to learn more about Ag and the farmers and ranchers of Solano County.

FINANCIAL IMPACT:

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

ALTERNATIVES:

The Board could choose not to adopt this resolution. This is not recommended because this is an opportunity to raise public awareness of the contributions our local farmers and ranchers make to the overall agriculture economy.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2019 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING MARCH 19, 2019 AS AG DAY IN SOLANO COUNTY AND MARCH 17-23, 2019 AS AG WEEK NATIONWIDE

WHEREAS, Ag Day is recognized nationwide as a time to celebrate the bounty we receive from agriculture. Each year, farmers and ranchers, agricultural associations, businesses, educational institutions, government agencies and others join together to promote and recognize contributions to agriculture; and

WHEREAS, Ag Day is celebrated on March 19, 2019. Ag Day falls during National Ag Week, March 17-23, 2019. Ag Day and National Ag Week offer a time to recognize the value of agriculture and celebrate the farmers and ranchers dedicated to producing food that helps to feed not only local residents, but people around the world. It provides an opportunity for individuals to better understand how our food and fiber products are produced. In addition, Ag Day and National Ag Week encourages everyone to appreciate the vital role that agriculture plays in maintaining a healthy and strong economy; and

WHEREAS, in addition to a national campaign, the Solano County Fair Association will host its 17th annual Youth Ag Day March 19, 2018. Youth Ag Day brings volunteers, local farmers and ranchers, businesses and agricultural agencies together in an educational and fun environment to learn about the important role agriculture plays in our everyday lives; and

WHEREAS, in 2017, more than 2,600 third-graders participated in the free event that is open to all third-grade classes in Solano County. Visitors to Youth Ag Day at the Solano County Fair have the opportunity to participate in hands-on displays and presentations, meet baby goats and other livestock nursery animals, plant corn seeds to grow for the annual Solano County Fair and more; and

WHEREAS, with more than 80 crops grown, Solano County is the second-most diverse county agriculturally in the state. Solano County commodities are exported to nearly 40 countries across the globe. Of the roughly 860 farms in the county, 42 were certified for organic production, according to the 2017 Crop and Livestock Report. With such rich agricultural history and diversity, Ag Day and Ag Week provide an excellent time for individuals to learn more about agriculture and the farmers and ranchers of Solano County.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby recognizes March 19, 2019 as Ag Day in Solano County and March 17-23, 2019 as Ag Week across the nation.

Dated this 12th day of March, 2019

ERIN HANNIGAN, Chairwoman Solano County Board of Supervisors

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

By:_____ Jeanette Neiger, Chief Deputy Clerk



Date:	Ver. Action B	y:	Action:	Result:
Published N	otice Required?	Yes <u>No X</u>		

Public Hearing Required? Yes ____ No _X___

DEPARTMENTAL RECOMMENDATION:

Supervisor Hannigan requests the Board of Supervisors adopt a resolution recognizing Pati Navalta Poblete as Solano County's "Woman of the Year 2019" in reflection of the theme "VISIONARY WOMEN: Champions of Peace and Nonviolence" and in celebration of "March is National Women's History Month."

SUMMARY:

As recently as the 1970's, women's history was virtually an unknown topic in the K-12 curriculum or in the general public's awareness. To address this situation, the Education Task Force of the Sonoma County (California) Commission on the Status of Women initiated a "Women's History Week" celebration for 1978. From this effort grew the first Congressional resolution declaring a "National Women's History Week" in 1981.

In 1987, the National Women's History Project petitioned Congress to expand the national celebration to the entire month of March. Since then, the National Women's History Month Resolution has been approved with bipartisan support in both the House and Senate. Each year, programs and activities in schools, workplaces, and communities have become more extensive as information and program ideas have been developed and shared.

This year, Solano County celebrates "Women's History Month" with the twelfth annual luncheon on March 15, 2019. Through a public nomination process, the Women's History Month Committee selected Pati Navalta Poblete as the "Woman of the Year for 2019" and Julie Hilt as the Honorary Chair in recognition of their decades of service to the community.

This resolution will be presented at the luncheon. Funds raised during that luncheon will benefit the Solano County Library Foundation and go towards the purchase of materials related to Women's History studies.

FINANCIAL IMPACT:

File #: 19-204, Version: 1

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 may choose not to adopt the resolution. This is not recommended as adopting this resolution is an opportunity to recognize the role women play in history and to honor these outstanding women in Solano County's community.

OTHER AGENCY INVOLVEMENT:

Solano County Library Foundation

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2019-

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING PATI NAVALTA POBLETE AS THE SOLANO COUNTY 2019 WOMAN OF THE YEAR

WHEREAS, Women's History Month in March is an annual national celebration that highlights contributions of women to events in history and contemporary society; and

WHEREAS, March has been designated in the United States as "Women's History Month" with this year's theme being "VISIONARY WOMEN: Champions of Peace and Nonviolence"; and

WHEREAS, since 2008, the Solano County Library Foundation has honored women leaders in our community for their contributions to society at the Women's History Month Luncheon. This year's honoree is Pati Navalta Poblete; and

WHEREAS, Pati Navalta Poblete is a longtime San Francisco Bay Area journalist and has twice been nominated for the Pulitzer prize for her editorial series on the need for foster care reform in California; and

WHEREAS, in 2017, Pati Navalta Poblete formed the Robby Poblete Foundation in memory of her 23 year old son, Robby, who was fatally shot in Vallejo on September 21, 2014. The foundation brings attention to gun violence through art, educational programs and other venues. To date, nearly 1,000 guns have been taken out of circulation through a buyback program and have been turned into art. The Art of Peace program is now featured in five cities; and

WHEREAS, under her leadership and guidance, the foundation has given over \$20,000 in apprenticeship scholarships to people from at-risk and high-risk populations; and

WHEREAS, Pati Navalta Poblete serves as the Executive Director of the foundation which is headquartered in Solano County. Its programs have been adopted in Alameda County, Richmond, San Francisco, Berkeley and Augusta, Georgia. It will soon be launched in Los Angeles. The foundation was named a 2018 California Non-Profit of the Year.

NOW THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby congratulates Pati Navalta Poblete on this distinct honor and applauds her for her commitment to further peace and nonviolence in Solano County and beyond.

Dated this 12th day of March, 2019

ERIN HANNIGAN, Chairwoman Solano County Board of Supervisors

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

By:_____ Jeanette Neiger, Chief Deputy Clerk



Solano County

Agenda Submittal

Agenda #:	8	Status:	Consent Calendar
Туре:	Contract	Department:	General Services
File #:	19-197	Contact:	Mark Hummel, 784-7908
Agenda date:	03/12/2019	Final Action:	
Title:	Animal Care Shelter Tena Project at 2510 Clay Bank	ant Improvement, S Road in Fairfield;	them Builders, Inc. of Roseville, CA for the Security Systems and Equipment Upgrades and Authorize the County Administrator or y amendments within the approved project
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contract, B - Project Fundi	ng & Budget Summa	ry, C - Bidders of Record

Date:	Ver. Action B	/ :		Action:	Result:
Published I	Notice Required?	Yes	No X		
Public Hearing Required?		Yes	NoX		

DEPARTMENTAL RECOMMENDATION:

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

- 1. Approve an agreement for \$2,000,771 with Anthem Builders, Inc. of Roseville, CA for the Animal Care Shelter Tenant Improvement, Security Systems and Equipment Upgrades Project at 2510 Clay Bank Road in Fairfield; and
- 2. Authorize the County Administrator or designee to execute the agreement and any amendments within the approved budget.

SUMMARY:

The Department of General Services is recommending the Board to approve an agreement (Attachment A) for \$2,000,771 with Anthem Builders, Inc. as the lowest responsible bidder for the Animal Care Shelter Tenant Improvement, Security Systems and Equipment Upgrades Project (Project) located at 2510 Clay Bank Road, in Fairfield.

FINANCIAL IMPACT:

The total approved budget for the Animal Care Shelter Tenant Improvement, Security Systems and Equipment Upgrades (Project) is \$2,989,588, which includes the recommended construction contract for \$2,000,771; other construction-related costs of \$90,561; project management costs of \$191,559; engineering and design fees of \$316,097; permits/inspections of \$21,455; miscellaneous expenses of \$4,000; furniture, fixtures, and equipment/moving expenses of \$175,164 (including procurement and installation of security cameras under a

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separate contract); and project contingency of \$189,981 (Attachment B). The Animal Care project is financed by the Accumulative Capital Outlay Fund, 2013 Certificates of Participation, Animal Care Services Operating Budget, Public Facilities Fees - Public Protection Function, and Capital Renewal Reserve Fund.

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

DISCUSSION:

The Project consists of partial remodeling of the existing (original) animal shelter building to provide upgraded administrative areas, new floor finishes and doors in the Cattery wing, new heating, ventilation, and air conditioning throughout the facility including kennel areas, and electrical equipment upgrades. Exterior improvements include repainting of the building and associated barn, site drainage, accessibility features, removal of the temporary modular office building and expansion of paved parking. The Animal Shelter program will continue operations throughout construction.

In December 2012, the Board approved the Memorandum of Understanding (MOU) between Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville and Vallejo (Cities) and the County for animal care and sheltering services for a 15-year period from December 30, 2012 through December 30, 2027. Under this MOU, the County continues to furnish and maintain the shelter, staffing, and services. The terms and conditions of the MOU include the remodel of the original animal shelter building.

The Project was originally advertised in May 2018. Bids received exceeded the estimated construction cost and corresponding construction budget. Bids were therefore rejected, with the project re-bid again this past Fall 2018, when market conditions proved more competitive.

The Project was advertised as required by Public Contract Code. A total of 352 contractors were notified (48 local); of those, 11 contractors (1 local) showed for the mandatory pre-bid site walk. A total of five bids were received (Attachment C) with Anthem Builders, Inc. as the lowest responsible bidder. The Department of General Services is recommending the Board approve a contract for \$2,000,771 with Anthem Builders, Inc. of Roseville to construct the Project.

ALTERNATIVES:

The Board could reject, postpone, or re-bid the project. These actions are not recommended since the improvement Project is included in the MOU with the Cities, administrative staff continues to be housed in temporary facilities, the building systems are deteriorating and in need of replacement, and construction costs are expected to continue to escalate with time. The bid process was conducted in conformance with the Public Contract Code.

OTHER AGENCY INVOLVEMENT:

The Department of General Services' Facilities Operation Division was consulted during preparation of the plans and technical specifications for the project and the project schedule was coordinated with Sheriff's Office Animal Care Services administrative staff. The Department of Resource Management Building Division reviewed and approved the Project plans. County Counsel reviewed and approved the contract as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

AGREEMENT

This Agreement is made as of the 12th day of March, 2019 between the COUNTY OF SOLANO, a political subdivision of the State of California, (referred to as 'Owner') and **ANTHEM BUILDERS, INC.** (referred to as "Contractor") for the following Project:

The Project: ANIMAL CARE SHELTER TENANT IMPROVEMENT, SITE & SYSTEMS UPGRADE PROJECT (a.k.a. BU 1773 Animal Care Replacement of Admin) 2510 Clay Bank Road, Fairfield, CA

Architect/Engineer: Kitchell CEM 2450 Venture Oaks Way, Suite 500 Sacramento, CA 95833

The Owner and the Contractor agree as set forth below.

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK

The Contractor shall perform all the Work required by the Contract Documents for ANIMAL CARE SHELTER TENANT IMPROVEMENT, SITE & SYSTEMS UPGRADE PROJECT, 2510 Clay Bank Road Fairfield, CA.

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

The Contractor agrees that the Work will be substantially completed in <u>160</u> calendar days from the Notice to Proceed. The Contractor agrees that the County will suffer economic damages, which may be difficult to quantify, in the event that the Work is not completed within this time period and therefore, Contractor agrees to pay the County liquidated damages in the amount outlined in Document 00 73 00/ Supplementary Conditions, Article 1.4, Liquidated Damages for each and every calendar day of delay beyond the <u>160</u> calendar days provided above.

ARTICLE 4 CONTRACT SUM

The County shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order or as otherwise provided in the Contract Documents, the Sum of \$2,000,771; which consists of the Base Bid of \$1,951,771.00, plus Alternate 2 for \$43,000.00 and plus Alternate 6 for \$6,000.00.

ARTICLE 5 PROGRESS PAYMENTS

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

<u>Progress Payments:</u> The Contractor shall on or before the first day of each month, make an estimate of the work performed during the preceding month and submit same to the Project Manager for checking and approval. On or about the 20th day of the month following the month in which the work was performed, the County shall pay to the Contractor ninety-five (95%) percent of the value of said work in place, as checked and approved by the Project Manager. The balance of five (5%) percent of the estimate shall be retained by the County until the time of final acceptance of said work. Payment(s) to the Contractor will also be contingent upon receiving proper conditional & unconditional releases as outlined in Section 00 65 19/ Waiver and Release Submittal.

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

ARTICLE 6 FINAL PAYMENT

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

ARTICLE 7 MISCELLANEOUS PROVISIONS

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

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

CONTRACTOR: ANTHEM BUILDERS, INC. Justin Baker 530 6th Street Roseville, CA 95678

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

ARTICLE 8 EXECUTION OF AGREEMENT

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

COUNTY:

CONTRACTOR:

By:

Birgitta E. Corsello, County Administrator Solano County

lev By: Justin Baker Anthem Builders, Inc.

Date:

Date:

APPROVED AS TO FORM:

County Counsel of Solano County, California

Con Beenad It By:

NOTE: If the Contractor is a corporation, attach to this Contract a certified copy of the by-laws, resolutions, or excerpts of a meeting of the Board of Directors of the Corporation authorizing the person executing this Agreement to do so for the Corporation

Attachment B

ANIMAL CARE SHELTER TENANT IMPROVEMENT, SECURITY SYSTEMS & EQUIPMENT UPGRADES 2510 CLAY BANK ROAD, FAIRFIELD

Project Funding Source

FY 13/14 Certificates of Participation (2013) FY 14/15 Animal Care Services Operating Budget FY 15/16 Public Facilities Fees (Public Protection Function) FY 17/18 Capital Renewal Reserve FY 18/19 Capital Renewal Reserve

Total Project Funding	\$ 2,989,588
Construction Budget	
Construction Cost	\$ 2,000,771
Other Construction-Related Costs (Monument Signage, Temporary Cooling Units, Trailer Removal, Auto-Waterers)	\$ 90,561
Project Management	\$ 191,559
Engineering and Design Fees	\$ 316,097
Permits / Inspections	\$ 21,455
Miscellaneous Expense (Advertising, Prints, Mailing, etc)	\$ 4,000
Furniture, Fixtures, and Equipment (FF&E) / Moving Expenses (Including Procurement and Installation of Security Cameras)	\$ 175,164
Project Contingency	\$ 189,981
Project Budget	\$ 2,989,588

Bid Results Animal Care Shelter Tenant Improvement, Site and Systems Upgrades 2510 Clay Bank Road, Fairfield

Name of Firm	Location	Bid	
Matrix HG Inc.	Novato	\$	4,017,441
American River Construction, Inc.	Placerville	\$	2,633,000
S.W. Allen Construction, Inc.	Sacramento	\$	2,276,559
Z Squared Construction	El Dorado Hills	\$	2,077,000
Anthem Builders, Inc.	Roseville	\$	2,000,771


Solano County

Agenda Submittal

Agenda #:	9	Status:	Consent Calendar		
Туре:	Contract	Department:	General Services		
File #:	19-195	Contact:	Dave Daly, 784-7900		
Agenda date:	03/12/2019	Final Action:			
Title:	to construct the Nut Project; Approve a FY2018/19 Airport Pr	preement with Z Squared Construction, Inc., El Dorado Hills, for \$1,086,000 e Nut Tree Airport Hangar A Offices and Administration Building Renovation ove an additional appropriation of \$511,966 (4/5 vote required) for the port Project Budget 9016 to be funded by Project financing; and Authorize dministrator or designee to execute the agreement and any amendments wed project budget			
Governing body:	Board of Supervisors				
District:	District 4				
Attachments:		nary of Project Costs & Fund s of Record, E - Project Loca	ing Sources, C - Project Financial tion		
Date: Ver.	Action By:	Action:	Result:		

 Published Notice Required?
 Yes _____No _X___

 Public Hearing Required?
 Yes _____No _X___

DEPARTMENTAL RECOMMENDATION:

The Department of General Services recommends that the Board take the following actions:

- 1. Approve an agreement with Z Squared Construction, Inc., El Dorado Hills, for \$1,086,000 to construct the Nut Tree Airport Hangar A Offices and Administration Building Renovation Project;
- 2. Approve an additional appropriation of \$511,966 (4/5 vote required) for the FY2018/19 Airport Project Budget 9016 to be funded by Project financing; and
- 3. Authorize the County Administrator or designee to execute the agreement and any amendments within the approved project budget.

SUMMARY:

The Department of General Services is recommending that the Board approve an agreement (Attachment A) for \$1,086,000 with Z Squared Construction as the lowest responsible bidder for the Nut Tree Airport Hangar A Offices and Administration Building Renovation Project (Project) located at 301 County Airport Road in Vacaville.

The Project involves renovation of key elements of the Airport Administration Building to extend the useful life of the facility; and remodeling substandard vacant aeronautical offices allowing expansion of flight school training and business operation space. The Project is one of the implementing actions of the Nut Tree Airport Business Plan (ABP) with the objective of expanding aeronautical commercial operating spaces for the purpose of business growth, airport economic development and to improve long-term airport operating revenue. The Project represents an economic development investment into the Airport.

FINANCIAL IMPACT:

The Board repurposed General Fund loan proceeds for the Airport from the sale of property to Icon Aircraft during budget actions for FY2017/18 and FY2018/19. The repurposed funds are to be used for economic development involving new County rental hangars and to complete Airport office remodel projects to extend facility useful life and accommodate aeronautical business growth. The new County hangar project is under way and completion is on schedule for March 2019.

Attachment B to this report provides a Summary of Project Cost and Funding Sources for the project (Budget Unit 9016). The total Project cost including planning, design and construction, during FY2017/18 and FY018/19, is \$1,326,376. Project funding sources include \$483,798 from repurposed General Fund loan proceeds; financing of \$759,924 from the State of California Department of Transportation (Caltrans) Aeronautics Local Airport Loan Program; and \$82,654 from the Airport Fund.

Staff is requesting that the Board approve an additional appropriation for \$511,966 to construct the Project to be financed through the Caltrans airport loan program. The need for additional appropriation is a result of the construction bid process, the current high demand for construction services, and the varied types of improvements involved with the Project.

Following completion of the office renovation Project rental income will be sufficient to fund Project financing. The Airport has received commitments and non-refundable deposits on new rental office spaces from Wings Flight School for its business expansion. The annual loan payment on Project financing will be \$58,992. New and refurbished spaces will generate a total of \$94,776 in annual rental income. Attachment C provides a Project Financial Pro-Forma showing rental revenue and loan payments on the Project and for the new County hangar project noted above. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

DISCUSSION:

Solicitation of construction bids by the County occurred in the open market place in September and October 2018. In addition to the use of internet bidding sites utilized by contractors, notices were also published in local newspapers. Four bids were received; however, all bids were rejected due to high costs and technical discrepancies. A second solicitation for Project bids was conducted by the County during November and December 2018 and three bids were received. Bid costs also decreased as a result. Following verification of bid documents, licensing and registrations, and background references, the County determined Z Squared Construction as the low responsive bidder on the Project. A Summary of Project Bids is provided in Attachment D. Staff is recommending that Z Squared Construction be awarded the contract to construct the Project.

Project improvements involve renovation of 6,200 square feet of building space contained within two adjacent County buildings. Key elements of the renovation work will include the remodeling of six public restrooms, public lobby areas, and flight planning and meeting spaces. Key improvements will also comply with the American Disabilities Act, installation of building fire alarm systems, new and upgraded mechanical equipment and heating and cooling control systems. A reroof of the Airport Administration Building, and upgrades for building and fire code and energy efficiency compliance will be completed. New flooring, ceiling systems and lighting, and building security and safety components for the public and business operators will also be upgraded. The Project is scheduled for completion by approximately August 1, 2019. The Project Location is attached and the floor plans are on file with the Clerk of the Board.

ALTERNATIVES:

- 1. The Board could choose not to award the Project contract. This action is not recommended as the Project is critical for allowing expansion of flight school training services and operations and the Project will advance economic growth at the airport.
- 2. The Board could elect to not delegate signing authority to staff. This action is not recommended since delegated authority will enable efficient administration of the Project contracts.

OTHER AGENCY INVOLVEMENT:

The Nut Tree Airport Advisory Committee reviewed and discussed the Project during the Committee's July and October 2018 meetings and at it January 2019 meeting, and recommended that the Project be approved. Coordination has occurred with Caltrans Aeronautics regarding Project financing. Building plan review and permits have been processed through the County Building Division. County Counsel reviewed the recommended contract and assisted with the review of construction bid documents.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

SOLANO COUNTY STANDARD CONTRACT AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made as of ______, 2019 between the COUNTY OF SOLANO, a political subdivision of the State of California, (referred to as 'Owner') and the Contractor: **Z Squared Construction** for the following project:

The Project: NUT TREE AIRPORT - HANGAR A OFFICE / ADMINISTRATION BUILDING RENOVATION (IFB A3-0808-2018)

The Owner and the Contractor agree as set forth below.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract documents consist of this Agreement, the Notice to Bidders, Divisions I-V, and Contractor's Bid Submittal which documents are incorporated into and made a part of this Agreement

ARTICLE 2 THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the Project

ARTICLE 3 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall commence no later than five (5) calendar days after the Notice to Proceed on Mobilization is issued to the Contractor, and shall be carried out and completed according to the schedule set forth below.

The Contractor will be given a **21 calendar day** mobilization period to prepare for the Construction Work. This shall commence no later that (5) calendar days after the notice to proceed on mobilization is given.

Following the end of the mobilization period, the Contractor agrees that the Construction Work will be completed in **135 calendar days** from the Notice to Proceed with Construction. The Contractor agrees that the County will suffer economic damages, which may be difficult to quantify, in the event that the Work is not completed within this time period and; therefore, Contractor agrees to pay the County liquidated damages in the amount of \$1,250 for each and every calendar day of delay beyond the days provided above.

ARTICLE 4 CONTRACT SUM

The County shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order or as otherwise provided in the Contract Documents, a total Contract Sum **\$1,086,000.00**.

ARTICLE 5 PROGRESS PAYMENTS

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

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

ARTICLE 6 FINAL PAYMENT

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

ARTICLE 7 INSURANCE, BONDS, AND INDEMNIFICATION

7.1 Insurance.

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

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

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

In signing the Contract, Contractor shall make the following certification, required by Section 1861 of the Labor Law: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- c. Automobile and General Liability. Contractor shall have throughout the term of this Contract, policies of liability insurance covering automobile and general liability as follows:
 - i. Owned/non-owned and hired automobile liability insurance with primary limits for bodily injury and property damage liability of not less that one million dollars (\$1,000,000) per accident. Umbrella and/or excess liability limits of not less than two million (\$2,000,000) per accident.
 - ii. Commercial general liability and/or umbrella excess liability insurance providing coverage on an occurrence basis and with limits of not less than five million (\$5,000,000) each occurrence and annual aggregate for bodily injury and property damage liability combined
- d. Subcontractor Insurance. Contractor shall cause all subcontractors engaged to perform work required of Contractor pursuant to this Contract to have Workers' Compensation, Commercial General Liability/Umbrella and/or Excess Liability, and Automobile Insurance in a form and amount deemed appropriate by the Contractor for work performed under this Contract.
- 7.2 Indemnification.
 - a. The Contractor will indemnify and defend the County of Solano and its respective officers, elective and appointive Board, employees and consultants against all loss, expense (including, but not limited to, attorneys' fees and court costs), damage, injury, liability, causes of action or claims of any kind or character (collectively "claims" and individually a "claim"), in any way arising out of this Agreement or the Work, including but not limited to the acts or omissions of the Contractor, its partners, officers, directors, employees, agents, licensees, invitees, consultants, vendors, or subcontractors of any tier (collectively the "Contractor"), excepting the sole negligence or willful misconduct of the County.
- 7.3 Performance Bond and Payment Bonds.
 - 7.3.1 The Contractor shall furnish to the County of Solano, prior to the awarding of any contract, a surety bond in favor of the County of Solano in the amount of not less than one hundred (100%) of the Contract Amount, to guarantee faithful performance of Contract and a payment bond, each in the form attached to the Bid Agreement. Bond shall guarantee repair or replacement of deficient, defective or faulty materials and workmanship for a period of one year following completion of the project unless otherwise required in the Contract Documents. The Bond shall be issued by an California admitted surety with a rating classification of "A XIII" or better according to Best's Rating Service.
 - 7.3.2 The County of Solano acknowledges that any faithful performance and payments bonds provided by the Contractor shall not apply to errors or omissions in the furnishing of professional services in connection with architecture or engineering services provided by the Contractor or its consultants. The County of Solano waives and releases all claims against such sureties arising out of or relating to such professional errors and omissions; such release, however, does not apply to a failure to provide professional services where required under the Contract, and the performance bonds shall include the costs of such services. Professional Liability insurance shall be primary insurance in settling claims related to Errors and Omissions.

ARTICLE 8 MISCELLANEOUS PROVISIONS

81 Notices. Notices shall be addressed as follow:

OWNER:

CONTRACTOR:

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

Z Squared Construction 5039-400 Robert J. Matthews Pkwy Eldorado Hills, CA 95762 amalaekeh@z2construction.com (916) 358-9056

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

ARTICLE 9 EXECUTION OF AGREEMENT

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

COUNTY:

By:

Birgitta E. Corsello, County Administrator

CONTRACTOR: Bv: (Print Name) Lourdes

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

elvedette Ce

SUMMARY OF PROJECT COST AND FUNDING SOURCES Airport Budget 9016 - Airport Office Building Renovations March 12, 2019

Project Cost		
Construction	\$	1,086,000
Contingency (3%)		32,580
Construction Management & Inspection		86,130
Architectural Design		121,666
Total	\$	1,326,376
Funding Sources Caltrans Loan Repurposed General Fund Loan Airport Fund Total	\$ \$	759,924 483,798 82,654 1,326,376

Total Project Cost Total Approved Budget	\$ 1,326,376 814,410
Additional Requested Appropriation (ATR to increase appropriation)	\$ 511,966
Revenue Source for Increased Appropriation Caltrans Loan	\$ 511,966

SOLANO COUNTY - NUT TREE AIRPORT

AIRPORT HANGAR AND OFFICE REMODEL PROJECTS - FY2018/19

FINANCIAL PROJECTIONS - CALTRANS LOAN

	PROPOSED CTA LOAN (17 Yrs @ 3.34%)							
NEW T-HANGARS				NEWLY REMODELED FINANCING OFFICES				
Year	Mo. Rent / Hangar	Annual Rent / Hangar Unit	Total Annual Rents	Monthly Rent	Annual Rent	Annual Loar	n Payments and Airpo	ort Operations Net Gain / (Loss)
						Annual CT Loan Payment - Hangars	Annual CT Loan Payment - Offices (\$759,924)	Annual Airport Operating Budget Net Gain / (Loss) (New T-Hangar Rents + Office Rents) - (CTA Loan Payments)
1	\$365	\$4,380	\$118,260	\$7,898	\$94,776	\$151,598	\$58,992	\$2,446
2	376	\$4,511	\$121,808	8,135	\$97,619	\$151,598	\$58,992	\$8,837
3	387	\$4,647	\$125,462	8,379	\$100,548	\$151,598	\$58,992	\$15,420
4	399	\$4,786	\$129,226	8,630	\$103,564	\$151,598	\$58,992	\$22,200
5	411	\$4,930	\$133,103	8,889	\$106,671	\$151,598	\$58,992	\$29,184
6	423	\$5,078	\$137,096	9,156	\$109,871	\$151,598	\$58,992	\$36,377
7	436	\$5,230	\$141,209	9,431	\$113,168	\$151,598	\$58,992	\$43,786
8	449	\$5,387	\$145,445	9,714	\$116,563	\$151,598	\$58,992	\$51,417
9	462	\$5,548	\$149,808	10,005	\$120,059	\$151,598	\$58,992	\$59,278
10	476	\$5,715	\$154,302	10,305	\$123,661	\$151,598	\$58,992	\$67,374
11	491	\$5,886	\$158,932	10,614	\$127,371	\$151,598	\$58,992	\$75,713
12	505	\$6,063	\$163,699	10,933	\$131,192	\$151,598	\$58,992	\$84,302
13	520	\$6,245	\$168,610	11,261	\$135,128	\$151,598	\$58,992	\$93,148
14	536	\$6,432	\$173,669	11,598	\$139,182	\$151,598	\$58,992	\$102,261
15	552	\$6,625	\$178,879	11,946	\$143,357	\$151,598	\$58,992	\$111,646
16	569	\$6,824	\$184,245	12,305	\$147,658	\$151,598	\$58,992	\$121,313
17	586	\$7,029	\$189,773	12,674	\$152,088	\$151,598	\$58,992	\$131,270
TOTAL			\$2,573,525		\$2,062,476	\$2,577,166	\$1,002,864	\$1,055,972

Bid Results Solano County - Nut Tree Airport Office Renovation Project Nut Tree Airport, Vacaville, CA

Name of Firm	Location	Bid
Z Squared Construction	Eldorado Hills	\$ 1,086,000
Eagle Builders, Inc.	San Ramon	\$ 1,139,000
MVP Construction, LLC	Martinez	\$ 1,141,000

Attachment E



Airport Office Remodel Project



Solano County

Agenda Submittal

Agenda #:	10	Status:	Consent Calendar
Туре:	Miscellaneous	Department:	Health and Social Services
File #:	19-173	Contact:	Gerald Huber, 784-8400
Agenda date:	03/12/2019	Final Action:	
Title:	Transfer (IGT) with the C approximately \$3,500,626 in a State administrative fee eq Authorize the County Administ	California Departmer FY2018/19 covering ual to 20% of the t strator to execute th HealthPlan of Cali	Services to pursue an Intergovernmental at of Health Care Services of up to rate year 2018/19; Authorize payment of ransfer amount estimated at \$700,125; and e necessary agreements with the State of fornia and any related documents and
Governing body:	Board of Supervisors		
District:	All		
Attachments:			

Date: Ver.	Action By:	Action:	Result:
Published Notice Requ	ired? Yes	No X	
Public Hearing Require	ed? Yes	No X	

DEPARTMENTAL RECOMMENDATION:

The Department of Health & Social Services (H&SS) requests that the Board:

- 1) Authorize H&SS to pursue an Intergovernmental Transfer (IGT) with the California Department of Health Care Services of up to approximately \$3,500,626 in FY2018/19 covering the managed care rate year 2018/19;
- 2) Authorize payment of a State administrative fee equal to twenty percent of the transfer amount estimated at \$700,125; and
- 3) Authorize the County Administrator to execute the necessary agreements with the State of California and Partnership HealthPlan of California and any related documents and amendments within budgeted appropriations.

SUMMARY:

The Board has approved Intergovernmental Transfer (IGT) agreements in FY2013/14 (February 20, 2015), FY2014/15 (February 9, 2016 with a revision on May 10, 2016), FY2015/16 and FY2016/17 (March 14, 2017), and FY2017/18 (April 3, 2018) authorizing the transfer of local funds to the California Department of Health Care Services (DHCS), which allows the County to leverage additional federal Medicaid funds for the provision of healthcare services. Under the IGT, Solano County executes agreements to transfer funds to DHCS, including payment of a State administrative fee equal to 20% of the transfer amount. DHCS submits the IGT to the Centers for Medicare and Medicaid Services (CMS); once approved, the Federal matching funds are paid to the State. DHCS then increases the amount of its Medi-Cal contract with Partnership HealthPlan of California (PHC), Solano's Medi-Cal Managed Care Organization, in the amount of the transferred funds plus the federal matching, less the administrative fee charged by the State. Finally, PHC pays the resulting net

transferred funds to the County.

DHCS implemented prospective rate setting beginning FY2017/18 in response to changes in federal rules. For this year's IGT cycle, H&SS has identified estimated qualifying expenses in FY2018/19 of \$3,500,626. Under the proposed agreement, the County will transfer up to approximately \$3,500,626 in local funds plus a 20% State administrative fee of \$700,125. The IGT transfer will not occur in FY2018/19; therefore, the Department will request approval of the appropriations and include the revenue in its FY2019/20 Requested Budget.

FINANCIAL IMPACT:

With the Board's and CMS' approvals, H&SS will transfer approximately up to \$3,500,626 for the rate year FY2018/19 to DHCS. Additionally, H&SS will make a payment in the amount of up to \$700,125 to DHCS as California Welfare and Institutions Code §14301.4 authorizes the State to assess a 20% non-refundable assessment fee on the non-federal share of an IGT to cover the administrative costs of operating the IGT program and to support the Medi-Cal program. The source of funding for this transfer will be a combination of 1991 Public Health Realignment and County General Fund (CGF) currently allocated to H&SS. There is no additional impact to the CGF. H&SS will use 1991 Public Health Realignment funds to cover the 20% non-refundable assessment fee.

DISCUSSION:

California counties participating in Medi-Cal Managed Care, including Partnership HealthPlan of California, may enter into prospective payment IGT agreements with the DHCS. The IGT consists of the transfer of eligible local dollars to the State DHCS. DHCS uses the funds to draw down additional federal funding from the CMS. Since the funds must be used in support of the Medi-Cal Managed Care Program, DHCS transfers both the original and matched funds to PHC which, in turn, makes the funds available to its contracted Medi-Cal provider, Solano County.

As a Medi-Cal Managed Care Plan county, Solano County will transfer up to approximately \$3,500,626 in local funds covering the rate year FY2018/19 to pull down an estimated \$7,001,252 in IGT funds. An amended Health Plan Agreement between PHC and the County provides for an increase in the Medi-Cal Managed Care payment to transfer the IGT funds for services specified in the IGT spending plan. H&SS will use these funds to promote the well-being of PHC Medi-Cal beneficiaries by maintaining and/or improving current services; by increasing access to services; and by expanding existing services or health programs. With these funds, H&SS will support initiatives to help mitigate identified, unmet needs, including communicable disease prevention and control, home visiting and care management programs. H&SS has worked closely with PHC and other community partners to strategically utilize IGT funds to maintain critical services and improve the overall quality of care in the County's health system.

The IGT funds previously approved by the Board have been used by H&SS to: maintain Sexually-Transmitted Diseases and Tuberculosis control and case management services; support public health nursing home visiting and care management services for high-risk families; support continued implementation of the Baby First/Healthy Families America program; support provision of mental health services to severely and persistently mentally ill residents at the County's Integrated Care Clinics; and, support expansion of dental health services to County residents.

H&SS requests that the Board delegate authority to the County Administrator to sign the final agreements and related documents once we receive the final agreement from the State since the deadline to sign these documents is expedited.

ALTERNATIVES:

The Board may choose not to approve H&SS pursuing IGT funds with the California Department of Health Care Services and delegation of authority to the County Administrator to sign the IGT agreements. This is not recommended because the additional IGT funds will increase healthcare services, as well as sustain current healthcare services for Solano County residents.

OTHER AGENCY INVOLVEMENT:

H&SS worked with Partnership HealthPlan of California, the State DHCS, and County Counsel to secure the IGT funds.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Agenda Submittal

Agenda #:	11	Status:	Consent Calendar
Туре:	Miscellaneous	Department:	Health and Social Services
File #:	19-176	Contact:	Gerald Huber, 784-8400
Agenda date:	03/12/2019	Final Action:	
Title:	Approve revisions to the amount and other regulatory		Minute Order including updates to the grant
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - General Assistance Minu	ute Order	
			
Date: Ver.	Action By:	Action:	Result:

 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 revisions to the General Assistance (GA) Minute Order including updates to the grant amount and other regulatory and procedural revisions.

SUMMARY:

The GA program is a cash assistance, safety net program of last resort for adults with little or no income and without children. The cash benefits are considered a loan. The GA Minute Order is the regulatory document for the GA program, outlining the guidelines for administering the GA program pursuant to Welfare & Institutions Code 17000. The GA Minute Order was last updated in December of 2002. The GA Minute Order should be updated so that the program rules remain compliant with industry practices and policy, advocate concerns, community needs, and Welfare & Institutions Code 17000.

The following are recommended revisions to the GA Minute Order:

- <u>GA Grant Amount:</u> Maintain the current GA grant amount of \$355 effective April 1, 2019. Annually thereafter, adjust the GA grant amount at the same percentage change as the U.S. Census Bureau Federal Poverty Level increase or decrease.
- <u>Client Identification</u>: Require verification of client identity utilizing multiple options including federal or state issued photo identification, taking a collateral statement of fact or verifying identity through the Medicaid Eligibility Data System (MEDS).
- <u>Sponsor Deeming</u>: Remove the Sponsor Deeming requirement for Legal Permanent Residents (LPR) and add of a period of ineligibility for GA assistance for 3 years after date of entry for LPRs.
- <u>Property Lien</u>: Remove the Property Lien requirement for real property.
- <u>Reporting Requirement</u>: Remove the monthly reporting requirement for employable GA clients, and change the reporting requirement from monthly to quarterly for unemployable GA clients. Income changes still must be reported within 5 days for both employable and unemployable GA clients.

FINANCIAL IMPACT:

Solano County has an average monthly GA caseload of 440/month year to date with 55% male and 45% female for FY2018/19. The FY2018/19 cost for this mandated program is \$2.6 million and is funded entirely by County General Fund. The recommended revision ties annual changes in the GA grant amount to the annual U.S. Census Bureau Federal Poverty Level percentage change which has averaged a 1.7% increase per year over the last 10 years. The costs associated with preparing this agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

DISCUSSION:

The Department of Health & Social Services (H&SS) is recommending the Board approve the following grant amount methodology and other regulatory and procedural revisions to the GA minute order:

GA Grant Amount

Currently the GA grant amount is connected to match the CalWORKs Maximum Aid Payment (MAP) Level for a family of 1. In 2018 the CalWORKS MAP Level for a family of 1, and thus the GA grant amount, was \$355 per month. However, the CalWORKs MAP will increase 10% based on AB1811 (Chapter 35, Statutes of 2018) on April 1, 2019. The recommended revision is effective April 2019, the GA grant amount will remain at \$355. In each year following, it is recommended that the GA grant amount be adjusted based on the same percentage changes as that the U.S. Census Bureau Federal Poverty Level (FPL). The U.S. Census Bureau FPL is adjusted to increase or decrease with inflation. Over the last 10 years the U.S. Census Bureau FPL has on average increased 1.7% annually.

Verification of Identity

The GA Minute Order currently has no requirement for clients to provide identification. Most public assistance programs have a requirement that an applicant verify their identity. Since the assistance benefits obtained through the GA program are a loan, it is even more imperative that we make every effort to verify an applicant's identity. The recommended revision is to require client identification. This new provision utilizes multiple options for a verification of identity to including federal or state issued photo identification, taking a collateral statement of fact or verifying identity through the Medicaid Eligibility Data System (MEDS). Providing for multiple identification options will minimize hardship to clients who may have difficulty in meeting the requirement.

Sponsor Deeming

The current GA Minute Order includes a sponsor deeming requirement for Legal Permanent Residents (LPR) in which the GA client is asked to provide verification of sponsor support. Without the verification of sponsor support the individual is not eligible for GA. If the GA applicant is able to provide sponsor verification, the applicant is likely ineligible for the GA program due to the resources (income) of the sponsor. The recommended revision to the GA Minute Order is to remove the sponsor deeming requirement and make the first 3 years after date of entry of Legal Permanent Residency a period of ineligibility for the GA program.

Property Lien

Currently the GA Minute Order requires the county to a put a lien on any real property the GA client has a vested interest in. The recommended revision is to remove the lien requirement for real property. Very rarely do GA clients own real property. From 2005 to 2019 only 2 GA clients had real property. Given the infrequency of GA clients that own real property, the recommendation is to remove the lien requirement.

Reporting Requirement

The existing GA minute order requires monthly reporting for both employable and unemployable GA clients. The recommended revision is to remove the reporting requirement for employable GA clients and change to

File #: 19-176, Version: 1

quarterly reporting for unemployable GA clients. Income changes must still be reported within 5 days for both employable and unemployable clients. All other State/Federal public assistance programs have moved away from monthly reporting to either quarterly or semi-annually reporting due to the unnecessarily heavy burden and client hardship. Employable GA clients are limited to 3 months of GA assistance in a 12 month period. Of employable GA clients 96% remain eligible for the 3rd month of GA assistance. For this reason, the recommended revision is to remove the reporting requirement for employable GA clients.

For unemployable GA clients the recommended revision is to move to quarterly reporting to align with all other State/Federal public assistance programs and to reduce administrative burden and client hardship.

ALTERNATIVES:

The Board could elect not to approve the proposed revisions to the GA Minute Order; however, this is not recommended as it could result in a negative financial impact to the county, inefficient use of county resources, and will impact the Department's ability to keep the Minute Order updated and current, and responsive to industry practices, policy, advocate concerns, community needs, and Welfare & Institutions Code 17000.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



SOLANO COUNTY HEALTH AND SOCIAL SERVICES GENERAL ASSISTANCE PROGRAM MINUTE ORDER

Minute Order 06/18

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General Assistance is administered by the Solano County Health and Social Services Department, under the authority of the County Board of Supervisors and pursuant to Welfare and Institutions Code 17000. General Assistance (GA) shall be administered promptly, humanely, and without discrimination.

I. <u>Application</u>

- A. Any person has the right to apply for aid on his/her behalf or on behalf of any member of his/her household.
- B. The beginning date of aid is the date the application is signed, dated, and received by the agency, assuming all conditions of eligibility are met.
- C. When an application for General Assistance is received by mail, the beginning date of aid is the date the returned application is date-stamped as received by the agency.

II. <u>Residence</u>

- A. An otherwise eligible applicant/recipient must physically reside in Solano County to receive General Assistance. Physical presence in Solano County and the intent to reside in Solano County must both exist at the same time. Applicant/recipients must maintain residency for continued eligibility.
 - 1. If a client has any active benefits (non-GA) in another county or state, the General Assistance intake worker will initiate and/or assist the client with an application or transfer of those benefits to Solano County as a requirement for eligibility.
- B. A client who resides outside the county for more than 30 days will no longer be considered a resident of Solano County, unless the client is called elsewhere for labor or other temporary purpose and intends to return.
 - 1. In the case of an applicant/recipient that is called elsewhere for labor or other temporary purpose, residence is considered the place where he/she remains when not called for those purposes (Welfare and Institutions Code 17101).
- C. Written verification of Solano County residence is required in order to receive General Assistance. If verification is not provided, assistance shall not be granted or assistance shall be discontinued.

1. Written verification may include a Shelter Cost Statement (form CSF 47, rent receipt, lease agreement, driver's license or other government document showing current address, or verification obtained through other resources including a home visit by a Special Investigations Bureau (SIB) investigator.

III. <u>Citizenship and Alienage</u>

- A. An applicant/recipient must be either a United States citizen or Legal Permanent Resident in the United States to be eligible for General Assistance.
 - 1. The sponsor of the Legal Permanent Resident is financially responsible for the non-citizen for the first three (3) years after the date of entry into the United States. The applicant will not be eligible for General Assistance during this time. After three (3) years from the date of entry, a Legal Permanent Resident may be eligible for General Assistance if all other conditions of eligibility are met.

IV. <u>Identity</u>

- A. Verification of identity is required to be eligible for General Assistance benefits. The following are acceptable identity verifications:
 - 1. Drivers license or state identification card
 - 2. Photo ID (from government agency, school, etc.)
 - 3. Passport
 - 4. US Citizenship and Immigration Services (USCIS) documents
 - 5. Verification from the Social Security Administration (SSA) through the Medicaid Eligibility Decision System (MEDS) system
 - 6. A signed statement from a collateral contact confirming the identity of the applicant/recipient, if no other verifications are available

V. <u>Age Requirement</u>

- A. An otherwise eligible applicant/recipient must be an adult or an emancipated minor.
- B. An adult is defined as a person who has attained his/her 18th birthday.

- 1. Any General Assistance applicant still enrolled in high school will be screened for California Work Opportunity and Responsibility to Kids (CalWORKs) eligibility.
- C. An emancipated minor is any person under the age of 18 years who meets at least one of the following criteria:
 - 1. Has entered into a valid marriage, whether or not such marriage was terminated by dissolution; or
 - 2. Is on active duty in any of the armed forces of the United States; or
 - 3. Has received a declaration of emancipation from a County Superior Court.

VI. <u>Property</u>

- A. Property Limit
 - 1. To be eligible for General Assistance, the net market value of an applicant/recipient's non-exempt property shall not exceed the maximum grant amount for the budget unit.
- B. Real Property
 - 1. A single-family home, regardless of value, owned by and used as the full-time residence of an applicant/recipient shall be considered exempt when determining eligibility for General Assistance.
 - 2. An Applicant/recipient having a financial interest in real property not used as their home shall be required to verify the value of the property. The net market value of the property will be considered in determining eligibility for General Assistance.
- C. Personal Property Exempt
 - 1. The following personal property shall be considered exempt when determining eligibility for General Assistance.
 - a. At the time of application only, the first \$25.00 held in cash, checking/savings accounts, stocks, bonds, credit union accounts, or in any other form readily converted to cash.
 - b. Insurance policies if the total cash surrender value does not exceed \$1000.00.

- c. One motor vehicle per household member.
- d. A mobile home used as a full-time residence of an applicant/recipient.
- e. Retirement funds that are not accessible to the client. Verification must be provided that the funds are not accessible.
- f. Any Recreational Vehicle (R.V.) motor home, trailer or boat owned by and used as the full-time residence of an applicant/recipient.
- g. Tools of an applicant's/recipient's customary trade.
- h. Personal clothing.
- i. Household furnishings and appliances.
- j. Durable medical equipment, ie: wheelchairs, and prosthetic devices.
- k. Heirlooms, wedding rings and engagement rings.
- 1. One burial plot and one irrevocable burial trust per household member.
- D. Personal Property Non-Exempt
 - 1. Cash, checking/savings accounts, stocks, bonds, credit union accounts, other securities, mortgages, notes deeds of trust, annuities and any other asset the total of which exceeds \$25.00.
 - 2. Any R.V., motor home, trailer or boat owned by an applicant/recipient but not used as a full-time residence.
 - 3. All motor vehicles, other than one (per household member) exempted by C.1.c above.
 - 4. Retirement funds (minus early withdrawal penalties) available to an applicant/recipient upon termination, resignation, or retirement.
 - 5. Any burial plan that can be converted to cash, or is not reserved for a household member.

The following applies to property transfers that occurred within 90 days of application for General Assistance:

- 1. When an applicant/recipient claims that his/her property holdings have been reduced within the statutory maximum, the applicant/recipient must have received just compensation for the property and this must be clearly verified. Failure to satisfactorily account for the disposition of the property will result in discontinuance/denial and may result in a period of ineligibility.
- 2. The duration of the period of ineligibility will be a number of months equal to the net market value of the non-exempt property in excess of the statutory maximum at the time of transfer, divided by the amount of the applicant's/recipient's potential General Assistance grant.
- 3. The period of ineligibility begins the first day of the first month following the month in which the transfer or disposal occurred. This period will not be extended due to income or property received during the period, all additional income and property will be considered separately after the period of ineligibility.

VII. <u>Income/Reporting Responsibilities</u>

- A. All net income will be taken in to consideration at eligibility determination and deducted from the grant amount. Aid shall not be granted for any month to a General Assistance budget unit whose net income for that month is equal to, or in excess of the maximum grant amount.
 - 1. Net income is defined as gross income minus any involuntary deductions and any expenses that are necessary to the acquisition of the income (such as self-employment expenses).
 - a. For self-employment only verifiable business expenses necessary for business operations are deducted.
- B. Specific types of income are budgeted as follows:
 - 1. Earned Income Gross earned income, less any involuntary deductions, shall be deducted from the grant on a dollar for dollar basis.
 - 2. Income-in-kind If an applicant/recipient is not required to pay for any housing costs, ie: the landlord provides housing free of charge, the

income-in-kind value shall be deducted from the grant. If the applicant/recipient is responsible for <u>any</u> part of the housing costs including utilities, the deduction shall not apply.

- 3. School Grants/Financial Aid received less often than monthly shall be budgeted as follows:
- 4. The grant, minus allowable expenses which have been verified, shall be divided over the period of time it was intended to cover. That amount is then budgeted beginning the month the school grant was received. Allowable expenses include tuition, books, supplies required for the class, clothing such as lab coats and gym clothes and transportation costs.
- 5. Unearned income –All unearned income shall be deducted from the grant amount on a dollar for dollar basis. All cases shall be reviewed for possible eligibility for income from any source, including categorical aid programs and benefit programs, Unemployment Insurance Benefits, State Disability Insurance Benefits, Civil Service Annuity, Retirement Plans, Social Security, Veteran's Benefits, Workers Compensation, private insurance or union benefits, accumulated vacation or sick leave pay, etc. If potential eligibility exists for any of the above, refusal to apply for such benefits shall result in ineligibility for General Assistance.
- 6. Lump Sum Income Lump sum income may result in a period of ineligibility to be determined as follows:
 - a. Countable lump sum amount ÷ General Assistance grant amount = number of months of ineligibility.
 - b. If payment has been made for medical bills or other verifiable catastrophic occurrences subsequent to receiving lumpsum income, the amount of such payments shall be deducted from the lump-sum income in determining the period of ineligibility. Receipts or verification of payment must be submitted before the deduction will be allowed.
 - c. Actual and reasonable costs for housing, and necessary living expenses, will be deducted in determining the period of ineligibility. Receipts or verification of payment must be submitted before the deduction will be allowed
- C. Aid payments or social insurance (TANF/CalWORKs and SSI/SSP) that are for the benefit of the recipient only, do not constitute income to any

other person. Income considered in the computation of any other aid payment shall be exempt from consideration for General Assistance purposes.

- D. SSI/SSP payments received by a member of the General Assistance budget unit are considered to be for the benefit of the recipient only, and will not constitute income to any other person.
- E. Upon separation from employment applicant/recipients must report any payout of accumulated vacation pay, sick leave, etc. which will be considered income in the month received.
- F. General Assistance applicants must apply for all potentially available income prior to approval. Potentially available income includes:
 Unemployment Insurance Benefits, State Disability Insurance Benefits, Civil Service Annuity, Retirement Plans, Social Security, Veteran's Benefits, Workers Compensation, private insurance or union benefits, etc. If potential eligibility exists for any of the above, refusal to apply for such benefits shall result in ineligibility for General Assistance.
- G. Non-recurring lump-sum income is defined as income of a windfall nature such as, but not limited to: retroactive social security, worker's compensation, personal injury court awards, casino or lottery winnings, inheritances, retirement and the like and will be counted as income.
- H. Reporting Responsibilities
 - 1. All income changes must be reported within 5 days.
 - 2. All address changes and/or changes in county of residence must be reported within 5 days.
 - 3. The General Assistance Income Report must be submitted by the 5th day of every third month for unemployable General Assistance recipients. All income shall be reported and verification shall be attached in accordance with departmental procedures. Noncompliance, without good cause, will result in discontinuance of assistance.
 - a. Good cause may be a mental or physical condition which prevents timely reporting, county error, or other extenuating circumstances as determined by the General Assistance Supervisor or Lead Worker.

VIII. <u>Employability</u>

- A. General Assistance may be granted to otherwise eligible applicants under the following circumstances related to employability.
 - 1. An employable person may not be denied General Assistance solely upon the basis of employability.
 - 2. An employable applicant/recipient shall not receive General Assistance (General Assistance) for more than three full months in any twelvemonth period whether or not the months are consecutive. This applies to General Assistance received in any California county. (Effective 1/1/97)
 - 3. Employable General Assistance applicants/recipients may be given the opportunity to participate in an employment service program on a voluntary basis.
 - 4. An employable person otherwise eligible for General Assistance shall be available for and willing to accept employment. He/she shall, in the judgement of the department, be making an adequate effort to secure employment. Failure to accept an offer of employment will result in ineligibility for General Assistance.
 - 5. An employable person need not meet the requirements of section, VIII, Parts A.2 & A.4, if this persons' presence is required in the home for the care of a child, an incapacitated spouse, or another related person, and such care, in the judgement of a physician, cannot be arranged in another suitable way.
 - 6. An employable General Assistance applicant/recipient enrolled in high school will be exempt from Job Search requirements.
 - 7. A determination that an applicant/recipient is unemployable because of mental or physical incapacity shall be based upon the findings of a licensed physician, psychologist, chiropractor, or their authorized representative. In addition, the county may require an examination by a county physician. The applicant/recipient's failure to cooperate fully in obtaining necessary medical information to establish unemployability shall result in ineligibility for unemployable status.
 - a. If an applicant's disability form is returned with a designation that they are able to work, a statement of fact should be obtained from the client stating that they are applying as an employable individual and they understand all requirements for employable reporting and eligibility.

Upon receipt of the statement of fact the client should be evaluated for employable General Assistance.

IX. Assistance Standards

- A. General Assistance Allowances
 - 1. Maximum General Assistance allowances shall be adjusted annually beginning on July 1, 2020 in accordance with the Census Bureau Federal Poverty Level annual adjustment. The maximum General Assistance grant amount shall be adjusted by the same percentage in which the Federal Poverty Level increases or decreases annually.
 - 2. The cash grant shall be determined by deducting net income from the total maximum monthly allowance.
 - 3. A General Assistance client with certified ongoing disabilities, severe enough to preclude him/her from employment for a minimum of one year, and whose SSI has been denied after following the SSI appeal process through the appeals council level will be entitled to receive an additional grant differential of \$72.00 for one person, and \$117.00 for a couple. (Effective 1/1/97)
- B. General Assistance Budget Unit
 - 1. The General Assistance budget unit shall be defined as either:
 - a. An individual
 - b. A married couple.

X. <u>Return to Residence</u>

- A. Transportation allowances are limited to those necessary for return to place of legal residence. When a person or family is returned to the place of legal residence, allowances are as follows:
 - a. Travel fare shall not exceed the actual cost of the least expensive mode of common carrier transportation.
 - b. Funds for meals during travel will be provided at established rates based on the amount of time required for travel.

XI. <u>Disqualified Individuals</u>

- A. A recipient of SSI/SSP is not eligible for General Assistance.
- B. Recipient(s) or potentially eligible recipient(s) of CalWORKs is (are) not eligible for General Assistance
 - 1. Individuals who have been discontinued or denied CalWORKs due to receiving 48 months of CalWORKs benefits will not be eligible for General Assistance if they still have minor children, whether or not the child is in the home.
- C. Persons who are fleeing to avoid prosecution, custody, or confinement after conviction, or violating a condition of probation or parole are ineligible for General Assistance.
- D. Any applicant/recipient who elects to live apart from his/her minor child(ren) and who is not legally (or by other verifiable compelling reasons, in the judgement of the county) prevented from establishing a residence together, shall not be eligible for General Assistance.
- E. An applicant/recipient who is disqualified for any other form of public assistance solely on the basis of refusal to cooperate shall be ineligible for General Assistance.
- F. An applicant/recipient who in incarcerated in a penal institution or a medical institution for 30 days or more is not eligible for General Assistance.
- G. Applicants who are on parole and residing in Solano county must be legally entitled to remain in the county to be eligible for General Assistance.
- H. Residents of county-supported facilities.
 - 1. A county-supported facility is considered to be any facility that receives funding or subsidy of any kind from Solano County, directly or indirectly.
 - 2. An applicant/recipient is considered to reside in a facility if their primary overnight sleeping quarters are located within the facility property.
 - 3. Exceptions to this rule may be made with the approval of the Deputy Director.

XII. Notice of Action

- A. Timely Notice of Action
 - 1. When an adverse action results in discontinuance or a reduction in benefits, a notice of action (48-70-239) shall be mailed to the recipient at least 10 days prior to the effective date. Additional oral notice shall be given whenever possible.
 - 2. A 10-day notice shall not be required in the following instances.
 - a. The county has factual information confirming the death of the person affected.
 - b. The person is confined to a medical or penal institution.
- B. Adequate notice.
 - a. In lieu of timely notice, adequate notice shall be provided.
- C. The timely or adequate notice shall specify:
 - a. The nature and effect of the proposed action upon the applicant/recipient's grant.
 - b. The date on which the proposed action is to be effective.
 - c. The regulations upon which the proposed action is based.
 - d. The applicant/recipient's right to request an administrative hearing.
 - e. The nature of the conditions attached to the applicant/recipient's rights to aid paid pending a final decision by the person conducting the hearing.
 - f. The applicant's/recipient's right to have legal counsel or other representation present at the hearing.
 - g. The applicant's/recipient's right to review his case file and relevant documentary evidence prior to the hearing.
 - h. The applicant's/recipient's right to receive a written decision.

XIII. <u>Repayment of Aid</u>

- A. Each applicant for General Assistance shall sign a Repayment Agreement form, agreeing to repay all General Assistance granted.
- B. Every effort shall be made to pursue repayment of General Assistance when the recipient possesses resources in excess of those needed for independent maintenance.
- C. General Assistance benefits received after SSI application date will be reimbursed through the Interim Assistance Reimbursement process for clients that are approved SSI.

XIV. <u>Overpayments</u>

- A. An overpayment is that amount of aid payment a budget unit has received to which it is not entitled. An overpayment may be all or a portion of an aid payment. This may include aid paid pending an administrative hearing.
- B. The county shall take all reasonable steps necessary including grant adjustment, to promptly correct and collect the full amount of any overpayments that are known to the county. This includes recovery of overpayments due to either applicant/recipient error, or county administrative errors.

XV. Benefit Issuance

- A. General Assistance benefits may be issued by Electronic Benefit Transfer (EBT), county warrant, vendor payment, or any combination thereof.
 - 1. Benefits will be issued by EBT unless an exemption is granted.

XVI. Failure to Cooperate

- A. The period of ineligibility for willful failure to comply with work-related requirements without good cause shall be:
 - 1. Thirty days (30) if the applicant/recipient has not been denied/discontinued within twenty-four (24) calendar months for failure to cooperate.
 - 2. Sixty days (60) if the applicant/recipient has been denied/discontinued once within the last twenty-four (24) months for failure to cooperate.

- 3. Ninety day (90) if the applicant/recipient has been denied/discontinued twice within the last (24) months for failure to cooperate.
 - a. When aid paid pending is received on a period of ineligibility hearing, and the claim is denied, the sanction period will begin the first of the month after receipt by the county of the written decision from the hearing officer.
- B. An applicant who is serving a General Assistance period of ineligibility from another California County for non-compliance with work program requirements shall be ineligible for General Assistance in Solano County. The period of ineligibility in Solano County shall be the duration of our maximum sanction period of ninety days, or the other county's sanction period, whichever is less.
- C. Work-related program requirements shall include the following:
 - 1. Seeking employment in person from ten (10) different potential employers each month and to document same.
 - 2. Maintaining active status with a viable job search engine and following up on all job referrals.
 - 3. Maintaining employment, if employed at time of approval, unless there is good cause for quitting or being terminated.
 - 4. Accepting any offer of a legitimate job that pays at least the prevailing minimum wage.
- D. A false representation to obtain benefits shall be cause for denial/discontinuance and shall be documented by an investigation by the County's Special Investigations Bureau (SIB). Sanctions shall be applied.

XVII. Intentional Program Violation (IPV)

- A. Individuals found to have been convicted of an IPV by a municipal, state, or federal court or who voluntarily signs a Disqualification Consent Agreement, shall be ineligible to receive benefits consistent as follows:
 - 1. Six months for the first violation.

- 2. Twelve months for the second violation
- 3. Permanently for the third violation.

XVIII. <u>Administrative Hearing</u>

- A. Guidelines
 - 1. Any applicant/recipient of General Assistance will have a right to request an administrative hearing when county action will result in a denial, discontinuance, withholding, or reduction of a General Assistance grant.
 - a. Not withstanding any other regulation, there is no right to an administrative hearing when a change in law requires automatic grant adjustments for classes of recipients, unless the reason for the request for the hearing is incorrect grant computation.
 - b. There is no right to an administrative hearing on the application of a disqualification penalty due to an Intentional Program Violation.
 - 2. Any request for a hearing must be made in writing within 90 days of the notice informing the recipient of any adverse action by the department and must address the issue(s) stated on the notice. If necessary, the department shall assist the applicant/recipient in filing their request for an administrative hearing.
 - 3. The Appeals Supervisor approves or denies Aid Paid Pending (APP). APP shall not be approved past the certification period (3 months, 12 months, or as otherwise indicated on the Disability Report).
- B. Hearing Decisions
 - 1. When the Hearing Officer renders a final written decision based only upon the regulations in this Minute Order and the evidence produced at the hearing, the General Assistance Supervisor, General Assistance Lead Worker, and General Assistance worker at the time of the hearing request will be notified.
 - 2. The General Assistance worker or designated General Assistance staff will proceed with the General A case as directed by the Fair Hearing Department.



Agenda #:	12	Status:	Consent Calendar
Туре:	Contract	Department:	Probation
File #:	19-185	Contact:	Christopher Hansen, 784-7651
Agenda date:	03/12/2019	Final Action:	
Title:	in the amount of \$175,000 to (CPC); Delegate authority to future amendments that ren	to continue data an o the County Admi main within budgete rrize the Chief of F	June 30, 2022 with Beyond the Arc (BTA) alysis for the Centers for Positive Change nistrator to execute the contract and any d appropriations up to 20% of the total Probation to execute contract amendments eted appropriations
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contract		

Date:	Ver.	Action By:			Action:	Result:
Published No	tice Req	uired?	Yes	<u>No X</u>		
Public Hearin	g Requi	red?	Yes	No X		

DEPARTMENTAL RECOMMENDATION:

The Probation Department recommends that the Board of Supervisors:

- 1. Approve a contract from March 1, 2019 through June 30, 2022 with Beyond the Arc (BTA) in the amount of \$175,000 to continue data analysis for the Centers for Positive Change (CPC);
- 2. Delegate authority to the County Administrator to execute the contracts and amendments and any future amendments that remain within budgeted appropriations up to 20% of the total contract amount;
- 3. Authorize the Chief of Probation to execute contract amendments which are technical in nature and remain within budgeted appropriations.

SUMMARY/DISCUSSION:

In February 2017, the Department entered into a contract with Beyond the Arc (BTA) to complete data analysis and provide recidivism rates for adult clients based on information obtained from the California Department of Justice (DOJ), and other Probation data sources. Their work showed a 16% reduction in recidivism for clients who attended the Department's Center for Positive Change. To continue to measure the level of recidivism reduction for adults, the Department will need to continue its contract with BTA.

The Department would like to contract with BTA for a term ending on June 30, 2022 to provide continued analysis and assessment for subsequent moderate- to high-risk clients on the impact and effectiveness of the CPC. In addition, BTA will perform data quality review to ensure data integrity and process integrity, provide technical assistance in the collection and reporting of data, and most important, assist in evaluating the reliability of the adult risk assessment tool, Level of Service Case Management Inventory (LS/CMI), to the

File #: 19-185, Version: 1

Solano County client population. This will allow the Department to ensure that the programs and services being offered are most appropriate for Solano County's justice involved population.

FINANCIAL IMPACT:

The cost of the contract will be paid through AB 109 funds. For the remainder of FY2018/19, the Department will cover the cost not to exceed \$25,000 utilizing AB 109 funds. This amount was included in the Department's Midyear Budget. The Community Corrections Partnership (CCP) planning funds will be used to support the cost of the contract beginning July 1, 2019 through June 30, 2022. The costs associated with preparing this agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget. There is no anticipated impact to the County General Fund at this time.

ALTERNATIVES:

The Board of Supervisors could choose not to consider the recommendation to approve the contract with BTA, however, this alternative is not recommended. As noted above, it is important to approve the contract with BTA to continue to complete data analysis and assess the effectiveness of the programs and services at the CPC's.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



County of Solano Standard Contract

CONTRACT NUMBER: (Depl., Division, FY, #)

BUDGET ACCOUNT:

SUBOBJECT ACCOUNT:

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

BEYOND THE ARC

CONTRACTOR'S NAME

- 2. The Term of this Contract is: MARCH 1, 2019 - JUNE 30, 2022
- 3. The maximum amount of this Contract is:

\$175,000.00

- 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 March 1, 2019.

CONTRAC	CTOR		COUNTY OF SOLANO
Beyond the Arc			
CONTRACTOR'S NAME Shert. Ray SIGNATURE	5	/ 30/2019	AUTHORIZED SIGNATURE DATED BIRGITTA E. CORSELLO COUNTY ADMINISTRATOR TITLE
Steven J. Ramirez			475 UNION AVENUE
PRINTED NAME			ADDRESS
CEO			FAIRFIELD CA 94533
TITLE			CITY STATE ZIP CODE
2600 Tenth Street, Suite 610	6		Approved as to Content:
ADDRESS			DEPARTMENT HEAD OR DESIGNEE DATED
Berkeley	CA	94710	Approved as to Form
CITY	STATE	ZIP CODE	COUNTY COUNSEL DATED
EXHIBIT A SCOPE OF WORK

I. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

- Contractor shall provide technical support in data analysis and strategy to determine the effectiveness of Solano County's Probation Department's programs on reducing recidivism. Contractor will use the California Department of Justice (DOJ) data and other Probation data sources.
- Continue analysis of data provided to complete and compare the first three cohorts. Perform continued analysis for subsequent cohorts as updated data is provided. The first three cohorts already being defined as: Cohort 1, 10/1/11 through 9/30/12; Cohort 2, 10/1/12 through 9/30/13; Cohort 3, 10/1/13 through 9/30/14.
 - i. Define cohort members
 - ii. Add data to current set
 - iii. Evaluate Outcomes
 - iv. Create new presentation with complete collection and analysis of data to include overall reconviction rates by cohort
- Assess the impact of the Center for Positive Change (CPC) on recidivism for Level 3 and Level 4 client participants. Level 3 is a probation supervision classification consisting of clients who have a high risk of reoffending, and has a Level of Service, Case Management Inventory (LS/CMI) assessment score of 24-30. Level 4 is a probation supervision classification consisting of clients who have a very high risk of reoffending, and has a LS/CMI score of 31 or above.
 - i. Add data about client participation in the CPC and track outcomes (recidivism) for the following client categories:
 - i. <u>Successful completion</u>: Client participated in full services and addressed their very high and high criminogenic needs as identified in their initial LS/CMI assessment.
 - ii. <u>Unsuccessful completion</u>: Client participated in the CPC, but did not complete the services required to address their very high and high criminogenic needs as identified in their initial LS/CMI assessment. Also, identify the number of unsuccessful clients that did not successfully complete the CPC for a reason outside of their control (i.e. moved out of the area, death, incarceration).
 - iii. <u>Non-Participant</u>: Client did not attend or complete any services to address their very high or high criminogenic needs as identified in their initial LS/CMI assessment.
 - b. Assess effectiveness of the CPC for various sub-populations, including but not limited to:

- i. Grant type
- ii. LS/CMI initial assessment total risk score (Level 3 and Level 4)
- iii. Gender
- iv. Age at first grant in study
- v. Race/Ethnic group
- vi. Charge Category
 - a. Assess differences in outcomes for different levels of convictions
 - b. Identify if recidivism offense was more, or less severe compared to initial offense
- 4. Refine assumptions and parameters for future studies and create documentation. a. Perform data quality review to ensure the data integrity and process integrity.

5. Analyze new cohorts (Cohort 4, 10/1/14 through 9/30/15; Cohort 5, 10/1/15 through 9/30/16; Cohort 6, 10/1/16 through 9/30/17; Cohort 7, 10/1/17 through 9/30/18), extend observation period for existing cohorts, and create new reports.

- a. Obtain new data
- b. Add to current data set
- c. Update analyses
- 6. Advise Probation staff on additional data needed to perform forward looking assessments and construct predictive models related to client risk level and recidivism.
- 7. Provide technical assistance to Probation staff in the collection and reporting of data.
- 8. Meet with Probation staff as requested to present analysis and interpretation of data. Attend meetings as requested by County in person (or via Phone/Video Conference) and adjust analysis design as needed.
- 9. Provide County or its designee with the data needed to complete a Reviewer Operating Characteristic (ROC) curve to norm the LS/CMI to the Solano County client population.
- 10. Comply with any confidential and security protocols required by the California DOJ.

II. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- 1. Provide Contractor with necessary data for Contractor to fulfill its responsibilities under this contract
- 2. Provide Contractor with any forms and/or examples of reporting formats required to fulfill Contractor's responsibilities under this Contract
- 3. Provide Contractor with focus group participants to be interview when required
- 4. Appoint a County Probation Manager or designee to provide program oversight and to exercise final approval for all items where County approval is required
- 5. Review and assess existing outcome measures

EXHIBIT B PAYMENT PROVISIONS

1. TOTAL COMPENSATION

Maximum compensation for consultant services shall not exceed \$175,000. Compensation shall include payment for services rendered in accordance with Exhibit A, payable in arrears for fees incurred.

The payment rate above shall constitute the entire compensation due the Contractor for services rendered and all of Contractor's obligations in performance of this Contract regardless of the difficulty, materials, or equipment required. The payment rate includes, but is not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not guaranteed to be paid the maximum compensation during the term of this Contract, including any extension periods, as the County makes no specific guarantee of a minimum or maximum number of days that shall be required.

2. 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 services rendered the prior month, up to the maximum amount provided for above. A sample invoice for claims is included in Attachment B-1.

Note: Salaries and benefits costs must be supported by certified timesheets and employee payroll files In accordance with section 19 in Exhibit C, periodic inspections of these documents may occur.

Company Logo			INVOICE	
Services for the period of Janua	ary 2019			
BILL TO: Solano County Probation Attn: Jennifer Mcdermott 475 Union Avenue Fairfield, CA 94533		REMIT PAYM	ÍENT TO:	
Contract No. I	nvoice Date	Invoice No.	Terms	Due Date
			Net 30	
	Description		1	Amount
	Description			Amount \$
	Description			
Comments:	Description			
Comments:	Description	BALANCE	DUE \$	

EXHIBIT C GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

County will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final claim for payment 30 days after 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, unless otherwise provided for in Exhibit D.

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 the 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. WARRANTY

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants 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 warrants 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, code1 (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:

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

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

E. Deductibles and Self-Insured Retentions

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

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

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

F. Other Insurance Provisions

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

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.

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

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

G. Waiver of Subrogation

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

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

H. Acceptability of Insurers

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

I. Verification of Coverage

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

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

requirements.

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

(4) However, failure to do so shall not operate as a waiver of these insurance

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

8. BEST EFFORTS

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of his/her/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, unless otherwise specified in Exhibit D, 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 terminate 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.

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 and/or loss or claims for damages and/or loss suffered by Contractor's operations regardless if any insurance are 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 by and 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.

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. Contractor warrants that it will comply with the appropriate cost principles and administrative requirements including claims for payment or reimbursement by County as outlined in the Applicable Cost Principles and Administrative Requirements table below, as currently enacted or as may be amended throughout the term of this Contract.

		Administrative Requirements
The federal cost principles and apply to that organization.	administrative require	ments associated with each organization type
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulatio	ons)	
OMB (Office of Management a	nd Budget)	
Related URLs:		
Various OMB Circular:	http://ww	w.whitehouse.gov/omb/grants_circulars
Code of Federal Regula	tions: http://ww	w.gpoaccess.gov/CFR

14. CONFIDENTIALITY

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

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 the client, Contractor shall not disclose any confidential information to anyone other than the State 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 warrants 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 warrants 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.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants 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 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. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

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 County Board of Supervisors. If the Contract is terminated for non-appropriation:

(1) 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

(2) 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 part 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 warrants 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 provision of this Contract.

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 resolution.

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 their own contract with Contractor, as well as providing for their 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 government agency any documentation relating this Contract or its implementation. Any government 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 government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare 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 the Federal Healthcare Programs or any state healthcare programs.

B. 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 representations and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare 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 duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies shall be deemed to be original copies.

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.



Solano County

Agenda Submittal

Agenda #:	13	Status:	Consent Calendar
Туре:	Contract	Department:	Probation
File #:	19-186	Contact:	Christopher Hansen, 784-4803
Agenda date:	03/12/2019	Final Action:	
Title:	\$190,000 to provide ent Probation Department for authority to the County that remain within budg	nanced vocational servi or the period of March Administrator to execu leted appropriations up Probation to execute o	ffice of Education (SCOE) in the amount of ces to youth under the jurisdiction of the 1, 2019 through June 30, 2021; Delegate te the contract and any future amendments to 20% of the total contract amount; and contract amendments which are technical in
Governing body:	Board of Supervisors		
Governing body: District:	Board of Supervisors All		

Date: Ve	r. Action By	:		Action:	Result:
Published Notice	Required?	Yes	_No <u>X</u>		
Public Hearing R	equired?	Yes	No <u>X</u>		

DEPARTMENTAL RECOMMENDATION:

The Probation Department recommends that the Board of Supervisors:

- 1. Approve a contract with the Solano County Office of Education (SCOE) in the amount of \$190,000 to provide enhanced vocational services to youth under the jurisdiction of the Probation Department for the period of March 1, 2019 through June 30, 2021;
- 2. Delegate authority to the County Administrator to execute the contracts and amendments and any future amendments that remain within budgeted appropriations up to 20% of the total contract amount;
- 3. Authorize the Chief of Probation to execute contract amendments which are technical in nature and remain within budgeted appropriations.

SUMMARY/DISCUSSION:

The Department has contracted with SCOE since FY2014/15 to provide vocational training and/or job readiness services for youth participating in the Challenge Academy at the Juvenile Detention Facility (JDF). Currently, a vocational specialist provides career exploration and employability skills to include r ésumé and cover letter writing, appropriate use of social media, and customer service. As a result of the vocational training program, several youth have obtained jobs and received food handling certificates. The proposed contract would enhance the vocational training program to include the "Introduction to Construction Trades" course. This course would be offered to identified youth under the jurisdiction of the Department at the JDF and/or in field services.

File #: 19-186, Version: 1

SCOE and the Department have a common interest in supporting the development of career and college readiness for youth. Career and technical education (CTE) provides youth with the skills and knowledge to pursue post-secondary goals and options for those who might otherwise be at risk of leaving high school. CTE programs are pathways which can reduce dropout rates, and increase post-secondary success and the ability to obtain employment following release from detention and/or Department jurisdiction.

The "Introduction to Construction Trades" course will be operated at the JDF and youth who are released can continue the program through Golden Hills Community School. The "Introduction to Construction Trades" course is a three-semester program that provides an overview and introduction to the trades. Students are introduced to calculation and characteristics of materials, carpentry, framing, basic electrical wiring, welding, and plumbing. Students learn about the construction trades and construction careers. Coursework is project-based, providing students with opportunities to develop teamwork and project management skills. Students demonstrate responsibility for personal and occupational safety on the job site and have the opportunity to obtain Occupational Safety and Health Administration (OSHA) certifications verifying their competence.

FINANCIAL IMPACT:

The cost of the contract will be paid through Juvenile Probation Camps Funding (JCPF). The cost not to exceed \$45,000 was included in the Department's Midyear Budget for FY2018/19. JCPF will also be used to support the remaining cost of the contract (\$145,000) beginning July 1, 2019 through June 30, 2021. The costs associated with preparing this agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget. There is no anticipated County General Fund cost at this time.

ALTERNATIVES:

The Board of Supervisors could choose not to consider the recommendation to approve the contract with SCOE, however, this alternative is not recommended. The ability to enhance vocational services for youth at the JDF and/or in the community is an important component in preparing them to complete Probation successfully and live independently.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



CONTRACT NUMBER: (Dept_Division, FY_#)

BUDGET ACCOUNT: 6689/6682

SUBOBJECT ACCOUNT: 2250

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

SOLANO COUNTY OFFICE OF EDUCATION

CONTRACTOR'S NAME

2. The Term of this Contract is:

March 1, 2019 through June 30, 2021

3. The maximum amount of this Contract is:

\$190,000.00

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 – Payment Provisions

Exhibit C – General Terms and Conditions

This Contract is made on March 1, 2019

CONTRAC	TOR		COUN	TY OF SOLANO
SOLANO COUNTY OFFIC	E OF EDUC	ATION		
CONTRACTOR'S NAME			AUTHORIZED	SIGNATURE DATED
1000	6	2/11/19	COUNTY ADM	MINISTRATOR
SIGNATURE	D	ATED	TITLE	
TOMMY WELCH			475 UNION AV	/ENUE
PRINTED NAME			ADDRESS	
DEPUTY SUPERINTENDE	NT		FAIRFIELD	CA 94533
TITLE		;	CITY	STATE ZIP
				CODE
5100 Business Center Drive			Approved as to	Content:
ADDRESS			DEPARTMENT	HEAD OR
			DESIGNEE	
Fairfield	CA	94534	Approved as to	Bin tu S
CITY	STATE	ZIP	COUNTY COU	NSEL
		CODE		

EXHIBIT A

1. PURPOSE

The purpose of this Contract is to establish responsibilities and procedures related to the Vocational/Employment services provided to minors detained at the Juvenile Detention Facility or otherwise under the jurisdiction of the Solano County Probation Department. This Agreement establishes a formal relationship between Solano County Office of Education (SCOE) and Solano County Probation Department (Probation) for the purpose of providing students in Juvenile Court and Community Schools (JCCS) an "Introduction to Construction Trades" course.

SCOE and Probation have a common interest in supporting the development of career and college readiness for the students in the JCCS. Career and technical education (CTE) provides young people with the skills and knowledge to pursue postsecondary goals and options for students who might otherwise be at risk of leaving high school. CTE programs and pathways reduce dropout and increase postsecondary success. It also increases the odds of youth obtaining employment following release.

The Construction Trades course in the JCCS will provide students with valuable experience that will support them in seeking employment. The program is planned for the Juvenile Detention Facility (JDF) and for the Golden Hills Community School (GH). Students that have started the program at JDF and are subsequently released will be able to access and complete the program at GH.

The "Introduction to Construction Trades" course will be operated at the JDF and youth that are released can continue the program through Golden Hills Community School. The "Introduction to Construction Trades" course is a three-semester program that provides an overview and introduction to the trades. Students are introduced to calculation and characteristics of materials, carpentry, framing, basic electrical wiring, welding, and plumbing. Students learn about the construction trades and construction careers. Coursework is project-based, providing students with opportunities to develop teamwork and project management skills. Students demonstrate responsibility for personal and occupational safety on the job site and have the opportunity to obtain Occupational Safety and Health Administration (OSHA) certifications verifying their competence.

2. RESPONSIBILITIES OF THE PROBATION DEPARTMENT

County will:

A. Provide necessary equipment to include office space, furniture, supplies, and equipment, including but not limited to a desk, chair, paper, copier, telephone, fax and

computer as is necessary for the Office of Education to provide services under this Contract. The computer shall be connected to the Office of Education network.

- **B**. Fund the CTE instructor.
- C. Provide space and power source for the equipment at JDF.
- D. Provide student supervision during the course.
- E. Provide transportation and supervision during collaboratively planned field trips.
- F. Probation leads, directs, and makes final decisions related to safety procedures during the course, and during entering and exiting the designated course space.
- G. Probation makes final decisions on student participation at the JDF site, specifically regarding acceptance and termination from the program.

RESPONSIBILITIES OF THE OFFICE OF EDUCATION

SCOE will:

- A. Provide space for the course at Golden Hills
- B. Provide program supervision and oversight
- C. Provide a CTE qualified instructor to work three days a week for two hours per day at Golden Hills and two hours at JDF with one hour for prep and travel between the sites.
- D. Recruit guest speakers for the course, organize field trips, etc.
- E. Provide necessary equipment, tools and supplies.
- F. Provide program completion certificate and/or certified hours of training as completed.
- G. Assist with on the job training or employment placement where appropriate and available.

3. MUTUAL RESPONSIBILITIES

Both parties will:

A. Abide by all applicable requirements as set forth in federal and state laws and regulations and adhere to all applicable county and/or department policies and

procedures.

- B. Establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this CONTRACT, including the exchange of information with any third-party service providers.
- C. Establish appropriate procedures to ensure that all information is safeguarded from improper disclosure in accordance with applicable federal and state laws and regulations.
- D. Appoint liaisons to coordinate services, communicate and address areas of concern, and monitor performance of services under this Contract.

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

1. TOTAL COMPENSATION

Maximum compensation for activities performed by the Office of Education shall not exceed \$190,000. The Office of Education will claim reimbursement costs monthly, on or by the twentieth calendar day of each month, to ensure that expenditures related are recorded in the proper period. Claims will be in the form of an invoice accompanied by an excel spreadsheet to reflect detailed costs. The Probation Department will be responsible to maintain a claim file that includes all underlying supporting documentation.

2. METHOD OF PAYMENT

The Office of Education will prepare and submit a reimbursement journal entry along with each monthly claim to the Probation Department.

Within 30 days of submission of the Office of Education's monthly claim, and upon approval of the Probation Department's representative, Probation Department will sign the journal entry and forward to the Auditor-Controller's Office for processing to reimburse the Office of Education monthly in arrears for program costs incurred the prior month.

EXHIBIT C GENERAL TERMS AND CONDITIONS

1. CONFIDENTIALITY

Pursuant to Welfare and Institutions Code §5328 respecting confidentiality of records, including, but not limited to mental health records, and to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the parties shall without client's written permission:

- Prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client, to anyone other than the State.
- Not use client specific information for any purpose other than carrying out their obligations under this Contract.

2. CHILD/ADULT ABUSE

Parties warrant that they are knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code §11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code §15600 et seq.) requiring reporting of suspected abuse.

3. WARRANTY

Both parties warrant that its employees and any volunteers associated with the project:

- Are at least 21 years of age; and
- Have completed and passed a criminal background check, including being fingerprinted; and
- Have no criminal convictions for serious and/or violent felonies as defined by Penal Code sections 1192.7 and 667.5 respectively, or misdemeanors involving violence or moral turpitude; and
- Meet all State of California standards, including any training and continuing professional education requirements associated with their employment and/or certification held.

4. DISPUTES

In the event a disagreement occurs, both parties agree that the County Administrator may exercise final authority, including, but not limited to interpretation of the Contract.

5. OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

The parties' obligation under this Contract is subject to the availability of authorized State and/or County funds. The parties may terminate the Contract, or any part thereof, 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 parties may, upon written notice, terminate this Contract in whole or in part.

6. TERMINATION

Each party shall have the right to terminate this Contract upon ninety days prior written notice to the other party.

7. INDEMNIFICATION

- A. County to indemnify SCOE
 - i. County agrees to indemnify, defend, protect, hold harmless, and release SCOE, its elected bodies, agents, officers and employees (collectively referred to in this paragraph as 'SCOE"), from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of County in the performance of this Agreement. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.
 - ii. At its sole discretion, SCOE may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Section. SCOE shall notify County within thirty (30) days of any claim, action or proceeding and cooperate fully in the defense. Notwithstanding the foregoing, SCOE's failure to notify County within said thirty (30) day time limit shall not relieve County of any obligation imposed by this Section unless County has been actually prejudiced by such delay.
 - B. SCOE to indemnify County
 - SCOE agrees to indemnify, defend, protect, hold harmless, and release the County, its elected bodies, agents, officers and employees (collectively referred to in this paragraph as 'County') from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of SCOE in connection with this Agreement. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.
 - ii. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve SCOE of any obligation imposed by this Section. County shall notify SCOE within thirty (30) days of any claim, action or proceeding and cooperate fully in the defense. Notwithstanding the foregoing, County's failure to notify SCOE within said thirty (30) day time limit shall not relieve SCOE of any obligation imposed by this Section unless SCOE has been actually prejudiced by such delay.

C. Each Party to defend itself for concurrent claims

County agrees to defend itself, and SCOE agrees to defend itself, from any claim, action or proceeding arising out of the negligent act or omission or willful misconduct of County and SCOE in the performance of this Agreement. In such cases, County and SCOE agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in subparagraph 5 below.

D. Joint Defense

Notwithstanding subparagraph 3 above, in cases where County and SCOE agree in writing to a joint defense, County and SCOE may appoint joint defense counsel to defend the claim, action or proceeding arising out of the negligent act or omission or willful misconduct of SCOE and County in the performance of this Agreement. Joint defense counsel shall be selected by mutual agreement of County and SCOE. County and SCOE agree to share the costs of such joint defense and any agreed settlement in equal amounts. County and SCOE further agree that neither Party may bind the other to a settlement agreement without the written consent of both County and SCOE.

8. INSURANCE

- A. Each Party agrees to maintain its status as a legally self-insured public entity for general, auto and professional liability insurance coverage with limits of no less than \$1,000,000 per occurrence. Each Party's insurance will be considered primary for all claims arising out of acts of that Party. Each Party agrees to endorse the other Party, its officials, employees and agents, using standard ISO endorsement No. CG2010 or its equivalent for general liability coverage. Each Party also agrees to require all consultant, contractors and subcontractors engaged to work on this Project to name the other Party as an additional insured as well.
- B. Each Party will maintain Workers' Compensation as required by law for all its employees with limits not less than \$1,000,000 per occurrence. Neither Party's insurance shall be called upon to satisfy any claim for workers' compensation filed by an employee of the other Party. Each Party also agrees to require all consultants, contractors and subcontractors engaged to work on this Project to carry the same Workers Compensation insurance limits and endorsements.

9. NOTICES

All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that a Party desires to give to the other Parties shall be addressed to the other Parties at the addresses set forth on the first page of this Contract. A Party may change its address by notifying the other Parties of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received

on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

10. ENTIRE AGREEMENT

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 parties other than those contained.



Solano County

Agenda Submittal

Agenda #:	14	Status:	Consent Calendar
Туре:	Contract	Department:	Resource Management
File #:	19-179	Contact:	Bill Emlen, 784-6062
Agenda date:	03/12/2019	Final Action:	
Title:		•	nt to solicit bids, award, and execute up to uction contracts for the 2019 construction
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Site Locations Maps		
Date: Ver.	Action By:	Action:	Result:

 Published Notice Required?
 Yes _____No _X_

 Public Hearing Required?
 Yes _____No _X_

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board of Supervisors authorize the Director of Resource Management to solicit bids, award, and execute up to \$7,890,000 for various Public Works construction contracts for the 2019 construction season.

SUMMARY:

The Department of Resource Management (DRM) has been working on the following projects which will be constructed or initiated in 2019:

- 1. Asphalt Rubber Chip Seal Project 2019, with a project cost of \$2,800,000;
- 2. Azevedo/Campbell Roads Improvement Project, with a project cost of \$890,000
- 3. Farm to Market Project Phase 3, with a project costs of \$2,500,000;
- 4. Farrell Road Intersection Improvement Project, with a project cost of \$1,200,000;
- 5. Guardrail Repair Project 2019, with a project cost of \$200,000;
- 6. On-Call Guardrail Repair Project, with a project cost of \$200,000; and,
- 7. On-Call Lighting/Signal Repair Project, with a project cost of \$100,000;

Locations of the projects are shown in the attached maps. Each contract will be bid and/or solicited separately. With the Board's authorization, the DRM will solicit the bids, and award and execute contracts with the lowest responsible bidders.

FINANCIAL IMPACT:

The \$7,890,000 in total contract costs will be partially reimbursed with \$2,200,000 in federal Surface Transportation Funds. The guardrail repairs will receive an estimated \$50,000 in reimbursement from

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insurance companies if there are insured drivers found to be at fault in accident reports filed by the California Highway Patrol. The remainder \$5,640,000 will come from SB 1/Gas Tax funds paid from the Road Fund. The costs associated with preparing this agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

DISCUSSION:

The project work to be undertaken this construction season includes a mix of intersection improvements, shoulder and pavement improvements, guardrail repairs, as well as basic pavement maintenance. The projects are primarily funded with Gas Tax/SB 1 funds, with the exception of Farm to Market Phase 3 which is funded with federal Surface Transportation Program funds.

Descriptions of the individual projects are as follows:

Asphalt Rubber Chip Seal Project 2019

The project will place asphalt rubber chip seals and microsurfacing seals over the distressed pavements at various locations in the County. The asphalt rubber chip seals incorporate recycled tire rubber into the oils which improves long term durability as well as improved resistance to reflective cracking. The Microsurfacing will be placed over the chip seals to retain the aggregates, extend life cycle, and provide a smoother surface. General locations for these seals include Green Valley, north and east of Dixon, Elmira, Suisun Valley, and English Hills.

Azevedo/Campbell Road Improvement Project

Both project roads currently exist as gravel roads that have increased maintenance costs due to recent traffic loading. The project will widen the shoulders and improve the road surfaces of these roads with double chip seals.

Farm to Market Project Phase 3

The project will widen the shoulders and improve the road surfaces to accommodate increased traffic, including pedestrians and cyclists. Road sections to be improved include:

- 1. Abernathy Road will have shoulder widening and microsurfacing seal from Mankas Corners Road to Rockville Road;
- 2. Mankas Corners Road will have shoulder widening and microsurfacing seal from Abernathy Road to City of Fairfield;
- 3. Rockville Road will have shoulder widening and asphalt concrete overlay from Suisun Valley Road to Abernathy Road; and,
- 4. Suisun Valley Road will have shoulder widening and microsurfacing seal from Ledgewood Road to Rockville Road.

Farrell Road Intersection Improvement Project

The project will reconstruct the intersection of Farrell Road as it ties into Gibson Canyon Road, from the current "Y" geometry to a standard "T" intersection. Work will include filling to improve the grade connection of Farrell Road to Gibson Canyon Road, minor retaining wall construction, asphalt concrete paving, signing, and striping.

Guardrail Repair Project 2019

The project will repair previously damaged guardrail at 15 locations throughout the County. Lightly damaged rail is replaced with materials in-kind, while heavily damaged guardrail is generally replaced with all new rail systems. DRM receives some funding reimbursement from insurance companies where accident reports are generated for identification of the responsible parties.

On-Call Guardrail Repair Project

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The project will rehabilitate and replace guardrail at various locations that have been damaged from traffic accidents. DRM receives some funding reimbursement from insurance companies where accident reports are generated for identification of the responsible parties. On-call services will provide the County improved turnaround time for guardrail replacement after designs are complete.

On-Call Lighting/Signal Repair Project

The project will repair/replace street lights and re-light intersection signal lights at locations of lighting failures. On-call services will reduce the remedial timeline from initial notice to final repair.

These projects are included in the latest Public Works Capital Improvement Plan approved by the Board.

ALTERNATIVES:

The Board may choose not to authorize the award or execution of contracts for these projects. This is not recommended, as the contracts are necessary to propel and complete the projects anticipated in the Capital Improvement Plan.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this item, as to form, and will review and approve the contracts prior to execution.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION











Туре:	Appointment	Department:	First 5 Solano
File #:	19-188	Contact:	Michele Harris, 784-1332
Agenda date:	03/12/2019	Final Action:	
Title:	alternate Cheryl Jones for the appointment of alternate An	ne terms of March	rship reappointments of Stacy Burke and 12, 2019 to March 12, 2023; and Approve of March 12, 2019 to March 23, 2023
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Membership Roster		

 Published Notice Required? Yes_____
 No ___X

 Public Hearing Required? Yes_____
 No ___X

DEPARTMENTAL RECOMMENDATION:

First 5 Solano/County Administrator's Office recommends the Board of Supervisors approve the Solano Children's Alliance membership reappointments of Stacy Burke and alternate Cheryl Jones for the terms of March 12, 2019 to March 12, 2023; and approve the appointment of alternate Amy Potter for the term of March 12, 2019 to March 23, 2023.

SUMMARY/DISCUSSION:

The multidisciplinary Solano Children's Alliance was established in 1982 to advise and educate the Board of Supervisors on children's issues. The Alliance consists of 20 voting members recommended by the Alliance Executive Committee and appointed by the Board of Supervisors.

This item brings forward the following reappointments/appointment as recommended by the Alliance Executive Committee:

- Reappointment of Stacy Burke, Assistant Director of Public Relations/Grant Writing, Fairfield-Suisun Unified School District, to the membership category of Local School District or Designee.
- Reappointment of Alternate Cheryl Jones, Assistant Director, Human Resources, Fairfield-Suisun Unified School District, to the membership category Local School District or Designee, alternate for Stacy Burke.
- Appointment of Alternate Amy Potter, Probation Services Manager, to the membership category of Solano County Juvenile Probation Department, alternate for Julie Musto.

The proposed appointment and reappointments are included in the Proposed Membership Roster (Attachment A).
File #: 19-188, Version: 1

FINANCIAL IMPACT:

The cost associated with preparing the agenda item is nominal and absorbed by the Department's FY2018/19 Adopted Budget. There is no financial impact for this decision; approval will assist the Solano Children's Alliance to reach a quorum to conduct its business.

ALTERNATIVES:

The Board could choose not to appoint the applicants; however, this is not recommended as the applicants have been brought forward in accordance with the approved Bylaws; have demonstrated an interest in the welfare of children in Solano County; and are prepared to dedicate their time to the Solano Children's Alliance.

OTHER AGENCY INVOLVEMENT:

The membership reappointments and appointment have been reviewed and recommended by the Executive Committee of the SCA.

Children's Alliance Membership Roster

Category of Membership

Solano County H&SS

Solano County H&SS

Solano County Juvenile Probation Department

Local Child Serving Public Agency

Presiding Judge of Juvenile Court or Representative of Juvenile Justice Services

Solano County Superintendent of Schools Or Designee

Local School District or Designee

Solano County District Attorney's Office

Community Based Organization that Provides Services to Families and Youth

Community Based Organization that Provides Services to Families and Youth

Community Based Organization that Provides Services to Families and Youth

Community Based Organization that Provides Services to Families and Youth

Community Based Organization that Provides Services to Families and Youth

Member at Large - Parents, Grandparents and Consumers

Member at Large - Parents, Grandparents and Consumers

Member of the County Board of Supervisors or Designee

Local Law Enforcement

Regional Center

Child Care R&R or Child Care Planning Council

Community Based Organization that ties to an Ethnic Community

Member/Alternate

Aaron Crutison Alternate: VACANT

Dr. Shandi Fuller Alternate: Cindy Watson

Julie Musto *Proposed Alternate: Amy Potter*

Pam Posehn Alternate: Rachel Rico

Candy Pierce Alternate: Cynthia Wojan

Lisette Estrella-Henderson Alternate: Nicola Parr

Proposed Reappointment: Stacy Burke Proposed Alternate: Cheryl Jones

Sharon S. Henry Alternate: Angel Aguilar

Jane Johnson Alternate: Michalle Shown-Rodriguez

Maria Guevara Alternate: Francie McInerney-Macmillan

Maria Vicondoa Alternate: Paul Cecchettini

Juan Cisneros Alternate: Debbie Peralez

Robert Tobin Alternate: Alaina Starr

Candice Floyd Alternate: VACANT

Joshua Mallory Alternate: VACANT

Monica Brown Alternate: Kelly Dwyer

Gloria Diaz Alternate: Ana Isabel Montano

Guadalupe Lopez Alternate: Rafael Hernandez-Perez

Zoee Bartholomew Alternate: Kathy Lago

Maurilio Leon Alternate: Angie Lopez



Solano County

Agenda Submittal

Agenda #:	16	Status:	Regular Calendar
Туре:	Miscellaneous	Department:	Resource Management
File #:	19-213	Contact:	Bill Emlen, 784-6062
Agenda date:	03/12/2019	Final Action:	
Title:		continuing the I	Local Emergency; and Adopt a resolution Proclamation of Local Emergency or a ne conditions merit
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution, B - Proclamation	n of Logal Emorgana	v. C. Starra Damaga Daad Liat

Date: Ver. Action	Ву:	Action:	Result:
Published Notice Required?	YesNo _X		
Public Hearing Required?	Yes No _X		

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board of Supervisors ratify the March 6, 2019 Proclamation of Local Emergency and adopt a resolution to continue the Proclamation of Local Emergency signed by the Solano County Incident Commander in response to flooding and road damage from a series of storms on February 25 - 27, 2019.

SUMMARY:

On February 28, 2019, Governor Gavin Newsom declared a State of Emergency due to a series of severe storm events that started initially on February 14 and continued through February 27, 2019. During the events, Solano County experienced significant damage to the road infrastructure due to saturation, slope failure, erosion, and scour. Staff from the Department of Resource Management worked initially during the event to close roads, clear drains, and perform safety assessments. Since the event ended, staff have been assessing the damages as well as providing early cost estimates for repairs. These cost estimates continue to climb as more damage is found with subsiding flows. On March 6, 2019, Nancy Huston, Solano County Incident Commander, signed a Proclamation of Local Emergency (Attachment B) due to winter storm damage incurred from February 25 to February 27, 2019.

The Solano County Office of Emergency Services has worked closely with DRM during the event of February 25-27 and will be forwarding the following damage estimate totals to the Governor's Office of Emergency Services for the Solano County unincorporated area:

- 1) Gravel Wash/Replacement: \$320,000
- 2) Drainage/Erosion repair: \$160,000
- 3) Rock Slope Protection/Scour repairs at culverts/bridges (To be determined): \$300,000+

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The preliminary initial damage estimate stands at \$780,000+ and continues to grow as more roads, drains, and bridges are able to be assessed and inspected once waters subside.

Continuing the proclamation is prudent based on continued forecasts of rain for the month of March as well as continued potential for slope failures.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget. There is no additional financial impact to the County for continuing the Proclamation of Local Emergency.

DISCUSSION:

The Office of Emergency Services will continue to work with cities, reclamation districts, and the Department of Resource Management to assess damage estimate costs and forward to the state and federal agencies handling the storm recovery efforts.

If the Federal Government declares a State of Emergency, the Federal Emergency Management Agency (FEMA) may make Individual assistance available via low interest loans and Small Business Administration loans to private property owners.

ALTERNATIVES:

The Board could choose not to ratify the Proclamation of Local Emergency; however, this is not recommended because the law requires all Local Emergency Proclamations be ratified by the governing body within seven (7) days and reviewed at least once every 30 days by the governing body thereafter until terminated.

OTHER AGENCY INVOLVEMENT:

The Solano County Office of Emergency Services and the Department of Resource Management will provide updates to the Board as the recovery effort continues.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION CONFIRMING THE NEED FOR CONTINUING THE PROCLAMATION OF LOCAL EMERGENCY

Whereas, Government Code section 8630 and Solano County Code sections 7-12 (a) and (b) and 7-13 (a)(1), authorize the Solano County Incident Commander for Emergency Services, to proclaim a local emergency as defined by Government Code section 8558, subdivision (c) when the Solano County Board of Supervisors is not in session; and

Whereas, under Solano County Code Section 7-13 (a)(2), the Solano County Administrator has now determined that locally available resources are inadequate to cope with the local emergency; and

Whereas, on February 28, 2019, Governor Gavin Newsom declared a State of Emergency due to a series of severe storm events that started on February 14 and continued through February 27, 2019; and

Whereas, on March 6, 2019, the Solano County Incident Commander found that due to the series of severe storm systems that began on February 25, 2019, a condition of extreme peril to life and property existed in the County of Solano, causing flooding, mudslides, land erosion and slippages, downed trees and damage to roads, and proclaimed a local emergency; and

Whereas, the broad storm damage, as well as the potential for more slope failure, cannot be repaired with current site conditions, weather forecasts and limited resources.

Proclaimed, the Solano County Board of Supervisors confirms the determination of the Solano County Administrator that locally available resources are inadequate to cope with the emergency and proclaims that a local emergency exists in Solano County under Government Code section 8630 and other applicable laws.

Resolved, the Solano County Board of Supervisors confirms the need for continuing the local emergency and declares the orders previously issued to remain in place.

Resolved, the Solano County Board of Supervisor authorizes the Auditor-Controller, with concurrence from the County Administrator, to make the necessary budgetary adjustments in the applicable fund(s).

Resolved, the Solano County Board of Supervisors shall review this confirmation of the Proclamation of Local Emergency within 30 days, to determine the need for continuing the local emergency or to proclaim the termination of the local emergency at the earliest possible date that conditions warrant.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on March 12, 2019, by the following vote:

AYES:	Supervisors	
NOES:	Supervisors	
EXCUSED:	Supervisors	

ERIN HANNIGAN, Chairwoman Solano County Board of Supervisors

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

By:

Jeanette Neiger, Chief Deputy Clerk

PROCLAMATION OF LOCAL EMERGENCY [Gov. Code, § 8630]

WHEREAS, Government Code section 8630 and Solano County Code sections 7-12 (a) and (b) and 7-13 (a)(1), authorize the Solano County Administrator, acting as the Incident Commander for Emergency Services, to proclaim a local emergency as defined by Government Code section 8558, subdivision (c) when the Solano County Board of Supervisors is not in session; and

WHEREAS, the Solano County Incident Commander finds that conditions of extreme peril to life and property now exists in Solano County caused by the February and March 2019 series of severe storm systems, which began on February 14, 2019 and continued through March 6, 2019; and

WHEREAS, these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of Solano County; and

WHEREAS, the Solano County Board of Supervisors is not in session and cannot immediately be called into session.

NOW, THEREFORE, THE SOLANO COUNTY INCIDENT COMMANDER DECLARES AND PROCLAIMS THAT:

1. Conditions of extreme peril to the safety of persons and property have arisen throughout Solano County and a local emergency now exists in Solano County.

2. During the existence of this local emergency the powers, functions, and duties of the emergency organization of Solano County shall be those prescribed by state law, by ordinances, resolutions and approved emergency plans of Solano County.

3. This local emergency proclamation shall expire in 7 days after its issuance unless confirmed and ratified by the Solano County Board of Supervisors.

4. This proclamation and its contents will be published and promulgated in as widespread a manner as is reasonably feasible under the conditions prevailing during this local emergency.

Manh 6, 2019 Date:

By:

Nancy L. Huston Solano County Incident Commander

Solano County Road Damage List:

Abernathy Road Azevedo Road **Bunker Station Road Cantelow Road Cantelow Road Creed Road** Delhi Road **Etzel Road** Flannery Road Flannery Road Gates Canyon Road Gibson Canyon Road Gibson Canyon Road Grizzly Island Road **Grizzly Island Road** Hackman Road Levee Road Liberty Island Road Marie Court

Maxwell Lane McCloskey Road McCormack Road McCune Road Meridian Road Norton Road Olsen Road **Pleasant Hills Ranch Way Pleasants Valley Road** Putah Creek Road Robben, Salem & Brown **Robinson Road** Robinson Road Serenity Hills Road Sikes Road **Steiger Hill Road** Thomsen Road **Trefoil Road** Via Palo Linda



Public Hearing Required? Yes ____No _X___

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Quarterly Meeting of the East Vallejo Fire Protection District be held.

SUMMARY/DISCUSSION:

Regular quarterly meetings are required by the Fire Protection District Law of 1987 which governs the operation of the District. County Resolution No. 2007-147 establishes that the Board of Directors shall meet in March, June, September and December of each year on the first Tuesday meeting of the Board of Supervisors. The District has no business to conduct at this time; however, the Board may provide direction to staff and receive public comment.

FINANCIAL IMPACT:

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

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

DISCUSSION:

Agreement for Contractual Services EVFPD and City of Vallejo

The EVFPD has an agreement with the City of Vallejo (City) to provide fire protection services to the District. The current agreement was entered into in 1995 and has been extended several times with the most recent amendment being approved by the Board of Directors in May 2002. The agreement focuses on the need for fire protection services for the area covered by the EVFPD due to the "lack of sufficient funds to adequately

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equip, staff and operate full fire protection service at the levels required for health and safety within the boundaries of the District." The agreement goes on to define the fire protection services, "which shall be the same priorities, level and responsiveness of services as are provided within the city limits for services." The City is compensated with all EVFPD revenues and income less a property tax administration fee and other minimal administration costs incurred by County staff to the District.

ALTERNATIVES:

The Board could choose not to hold their regular quarterly meeting. However, this is not recommended as the regular quarterly meetings are required by the Fire Protection District Law of 1987 which governs the operation of the District and County Resolution No. 2007-147 establishes that the Board of Directors shall meet in March, June, September and December of each year on the first Tuesday meeting of the Board of Supervisors.

OTHER AGENCY INVOLVEMENT:

No other agency was involved.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

Agenda Submittal

Agenda #:	18	Status:	Regular Calendar		
Туре:	Presentation	Department:	Health and Social Services		
File #:	19-196	Contact:	Gerald Huber, 784-8400		
Agenda date:	03/12/2019	Final Action:			
Title:	Receive a presentation on the proposed redesign of the Health and Social Services and recommendations for an organizational structure and staffing that will support the County's needs; Consider establishing a Health and Social Services Executive Compliance Committee and charter; and Consider adopting a resolution amending the List of Numbers and Classifications of Positions to add a net 7.0 FTE, reclass 2.0 FTE and revise 2 classifications				
Governing body:	Board of Supervisors				
Governing body.					
District:	All				

Date:	Ver.	Action By:	Action:	Result:

 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:

- 1. Receive a presentation on the proposed redesign of the Health & Social Services and recommendations for an organizational structure and staffing that will support the County's needs;
- 2. Consider establishing and approving an H&SS Executive Compliance Committee and charter; and
- 3. Consider adopting a resolution amending the List of Numbers and Classifications of Positions to add a net 7.0 FTE (TBD), reclass 2.0 FTE (TBD) and revise 2 classifications.

SUMMARY:

For the past year, the Department of Health and Social Services (H&SS) has been actively working with three external consultants examining state and national trends in health and human services delivery and reviewing the H&SS compliance unit. Increasingly, counties and states have been involved in moving toward a more integrated way of providing services in their communities which are more consumer focused and lead to better outcomes. A central aspect of these trends includes providing more preventative and care coordination services in the community which are more cost effective and improve community health. The proposed reorganization will assist H&SS with delivering more integrated services to the community and result in increased effectiveness and efficiencies. This structural recommendation is based on best practices gathered from other counties with integrated services, as well as with input from staff, service recipients and

community stakeholders.

FINANCIAL IMPACT:

The cost of the proposed reorganization is approximately \$1,872,885. If approved, H&SS will include the cost and associated funding in the FY2019/20 Requested Budget. H&SS anticipates using a combination of Public Health Intergovernmental Fund Transfer (IGT) revenues, 1991 Realignment, and 2011 Realignment to fund the reorganization. The positions will also be able to draw down some federal and State dollars for various H&SS programs. The costs associated with preparing this agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget. There is no additional financial impact to the County General Fund.

DISCUSSION:

On June 26, 2018, the Board received a presentation from H&SS and approved its new mission, vision, and value to "Promote Healthy, Safe, and Stable Lives" and the Department specific vision of "A Healthy, Safe, and Stable Community." During the presentation, the Board encouraged the Department to continue this work and keep the Board apprised of continuing efforts in this venue. H&SS identified its next steps as continuing ongoing work in culture improvement, effectiveness and efficiencies, as well as an external scan and engagement with community partners and stakeholders. H&SS partnered with two consultant organizations, Performance Works and the American Public Human Services Association (APSHA), to assist with these efforts. Additionally, H&SS has been actively involved in Harvard Health and Human Services Summit.

Performance Works assisted with building a foundation to accelerate performance, develop leadership capacity, shape an adaptive culture and provide tools to keep employees engaged and informed. In addition, Performance Works completed an organizational assessment and provided recommendations to ensure the department is "future ready." APHSA introduced the Human Services Value Curve (HSVC) which aims to drive the department toward an internal cultural shift and increasing collaboration with community partners to enhance practice and services within the community. The focus of the HSVC model and research is to design a system of delivery of services based on the true needs of customers which are more wholistic and preventative. HSVC also includes a public health approach to service delivery by working upstream with many stakeholders in the community who play a part in meeting the health and human services needs of the population.

As part of H&SS's partnership with Performance Works and APHSA, multiple surveys and listening sessions were conducted with program participants, staff, and various other community stakeholders. Some of the feedback received is that although administratively the Department is managed as integrated, much more could be done in serving and coordinating care for the whole person or whole family. Responses from program participants demonstrated that the majority would prefer a coordinated, multi-program application process with information shared between programs in order to optimize care. Meeting this preference requires better data sharing between divisions and other departments in the county, better integrated IT systems; less "siloed" funding sources, and more multi-disciplinary team involvement.

On November 6, 2018, the Board adopted a resolution as authorized by Assembly Bill (AB) 2821 and effective January 1, 2019, which allows H&SS to operate as an integrated and comprehensive County Health and Human Services agency including maintaining and evaluating an administration system that integrates and coordinates the management and support of client services and maintains a system of reporting and accountability that provides for the combined provision of services without the loss of State or Federal funds. The integration initiates the process of allowing funding to follow clients based on need.

In January 2019, H&SS, Human Resources and the County Administrator's office discussed the consultants' recommendations. The recommendations include:

- Structure: designing the organization to address specific objectives; build structured collaboration in key areas
- Resources: Assess data systems and leverage existing best practices from peers; address employee workloads
- Culture: Build an employee centric culture; drive accountability
- Job Design: Assess relevance and impact of job classifications; build shared understanding that the job isn't just the classification
- Work Process: Design/redesign work processes; build a business case for technology improvement

Separately, the July 2018 Grand Jury report on In Home Supportive Services recommended the department consider restructuring and reassigning its Compliance Unit. These recommendations were reviewed by an outside consultant engaged by the County Administrator's Office and Human Resources. In response to the recommendations, H&SS is proposing staffing changes in the Compliance Unit, the creation of an H&SS Executive Compliance Committee, and an interdepartmental Memorandum of Understanding between H&SS, the Auditor Controller's Office, Human Resources/Risk Management and County Counsel. The proposed charter outlines the scope and responsibilities of the proposed Compliance Committee.

In summary, H&SS is proposing a redesigned organizational structure that will provide the capacity and ability to engage and act on the recommendations above. If approved, implementation of the new structure will in March 2019 with new classifications developed and recruitments starting in July 2019.

The proposed additional positions include:

- 4.0 FTE Chief Deputy positions (Health/Health Officer, Human Services, Administration, Behavioral Health) (TBD)
- 3.0 FTE Administrative Secretary (TBD)
- 2.0 FTE Navigation Team (TBD)
- 1.0 FTE Administrative Services Deputy Director (TBD)
- 1.0 FTE Grant Writer position (TBD)

New/revised classifications proposed include:

- 1.0 Public Health Deputy Director (non-MD required) (TBD)
- 1.0 Maternal and Child/Adolescent Health Medical Officer (TBD)
- 1.0 Deputy Compliance and QA Manager to H&SS Training Officer (TBD)
- 1.0 Compliance and QA Analyst to Credentialing Specialist (TBD)

Positions to be deleted:

• 4.0 vacant positions (TBD by Requested Budget FY2019/20)

H&SS is committed to eliminating barriers and moving towards person-centered and outcomes-based approach and focused on greater sector impact and systems change. This timing and capacity building will allow the department to focus the next three to five years in building integration from the customer perspective, enhancing service delivery outcomes and efficiencies.

ALTERNATIVES:

The Board may choose not to approve H&SS proposed reorganization, including changes to the Compliance Unit and associated position classification changes, the establishment of an executive compliance committee, or an interdepartmental Compliance MOU. This is not recommended because the proposed staffing model is a necessary component of implementing the H&SS's strategy to be future ready while providing increasingly

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integrated and high-quality services, and a component in establishing a Compliance Unit aligned with best practices.

OTHER AGENCY INVOLVEMENT:

In creating the recommendations and organizational structure, H&SS and Performance Works worked with the County Administrator's Office, Human Resources and solicited input from stakeholders such as local community-based organizations and customers/recipients of services.

In creating the H&SS Executive Compliance Committee charter, H&SS worked with County Counsel, Human Resources, Auditor-Controller and County Administrator and were all consulted and part of the development of the charter as written.

The County Administrator's Office has been consulted on the presentation.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

SOLANO COUNTY HEALTH AND SOCIAL SERVICES EXECUTIVE COMPLIANCE COMMITTEE CHARTER

I. Introduction and Purpose

The Solano County Health and Social Services Executive Compliance Committee ("Committee") is an oversight group for compliance issues related to Solano County Health and Social Services (H&SS). Solano County ("County") H&SS operates in a complex, dynamic, highly competitive, and regulated environment. The County's H&SS business involves an environment that is highly regulated at both the federal and state levels. To assist the County's H&SS executive leadership in its responsibilities relating to the Health and Social Services' operational compliance with applicable legal requirements and sound ethical standards, H&SS has established a multi-disciplinary H&SS Executive Compliance Committee, which will provide oversight of and direction to the Compliance Officer and receive a report from the Compliance Officer no less frequently than every quarter. The County's Compliance and Quality Assurance Manager is designated as the Compliance Officer.

The term "compliance" used in this charter refers to adhering to federal, state, and local laws and regulations, industry standards; and County policy to include activity regarding the programs operating within the Health and Social Services department; any good or service procured by the Health and Social Services department; and all other contractors involved in the delivery of services.

II. Composition

The County H&SS Executive Compliance Committee is composed of the following positions:

- Assistant County Administrator or designee
- Assistant Director, Health and Social Services or designee
- County Counsel or designee
- Auditor-Controller, or designee
- Director, Human Resources
- Risk Manager/Privacy Officer
- Chief Information Officer
- Director, General Services
- Compliance Officer as an officio member and recording secretary

III. Meetings

The County H&SS Executive Compliance Committee shall meet at least four times annually, or more frequently as circumstances dictate, and report outcomes or observations to the County Administrator. A majority of the Committee constitutes a quorum for the transaction of business. The Committee shall have an appointed Chair for meeting leadership and facilitation. For continuity and consistency, the Chair shall be the Assistant Director of Health and Social Services. The Committee shall take action by the affirmative vote of a majority of the Committee members present at a duly held meeting. Committee members will be free from any

relationship that would interfere with the exercise of his or her independent judgment. The Committee shall maintain minutes of all its meetings to document its activities and recommendations. The primary goals of the Committee are to undertake the following responsibilities and duties and any other activities related to the Health and Social Services' Compliance Program.

Committee Chair will be responsible for scheduling, creating agenda, and facilitating each meeting. Chair will also be responsible for assuring reporting occurs between internal H&SS Compliance Committee and H&SS Executive Committee on a regular basis as determined by this committee.

IV. Role and Authority

The role of the H&SS Executive Compliance Committee is to assist the County Administrator and Board of Supervisors by:

- 1. Overseeing and advising on H&SS department wide risk management (i.e. privacy, malpractice, etc.), compliance with laws and regulations and policies.
- 2. Overseeing compliance program, reporting, the work of compliance division and departmental administration.

The authority of the H&SS Executive Compliance Committee:

- The Committee has no executive powers or supervisory functions. Rather, it functions in a review, consultative and recommendation role to the County Administrator's Office and H&SS Departmental Leadership.
- The Committee will be represented by delegates of the major operational functional partners and assure that decisions are aligned with Board direction, made on an informed basis and communicated across the County.
- The Committee shall authorize (recommend) audits and risk reviews into any matters within the Committee's responsibilities and, in doing so, have full access to the County's records to the extent the records are required for purposes of this committee's charge.
- The Committee shall also have access to those employees of the County who provide services to the department to seek clarification or additional information in relation to the committee's charge.

The Committee may sponsor standing work groups to collaborate on projects and programs that have benefits to H&SS and/or County. This structure will allow for expansion and contraction of groups as needed and reduce the number of groups and meetings required to address the wide variety of risks that the Department must address. The workgroups will not be formed without clear written process and expectations for these work groups. The goals of any workgroup formed will include:

- Produce work products that improve effectiveness of the Department or County in delivering services;
- Provide a forum for exchange of professional ideas;
- Allow participants to share common experiences and solutions related to a particular focus specialty, for example, safety, compliance, etc.
- Act as subject matter expert advisor to the Committee;
- Review reported challenges and recommend a course of action;
- Review new or updated regulatory and compliance requirement and recommend action plans;
- Review new and emerging technologies.

V. Responsibilities and Duties

Compliance Standards and Policies

- Assist the Solano County Board of Supervisors and County Administrator in fulfilling its governance responsibilities relating to Solano County H&SS's compliance with applicable laws, regulatory requirements, industry guidelines, and policies.
- Oversee the development or modification, issuance, distribution and review of the H&SS Professional Conduct and Employee Ethics policy and appropriate Compliance policies.
- Provide a vehicle for communication between the Committee and the Solano County leadership and the Solano County Board of Supervisors.
- Review the effectiveness of the system for monitoring compliance with laws and regulations and the results of management's investigation and follow up of any instances of noncompliance.

Employee and Contractor Training

- Provide oversight of an educational program" for staff of Health and Social Services that will provide for proper documentation, billing, and collection processes and accurately reflect the services performed and billed by H&SS activities.
- Oversee the development and implementation of appropriate and adequate training regarding the Solano County Code of Conduct, policies, administrative processes and Compliance Program.

Reporting and Complaints Processes

- Review and oversee H&SS's processes, including a toll-free telephone number, through which employees may seek advice on application of the Health and Social Services' Code of Conduct and policies and report potential Code, policy, and legal violations. Notify and collaborate with Auditor Controller on reports of fraud, waste and/or abuse of County resources.
- Oversee, via the basis of quarterly reports from the Compliance Officer, the investigations of reported compliance violations.
- Provide the Board of Supervisors a summary report of Committee activities on an annual basis.

Monitoring and Reviewing Compliance With Code of Conduct, Policies and Legal Requirements

• Ensure appropriate and regular internal and/or external audits and surveys are conducted to verify adherence to the Code of Conduct, policies and applicable legal requirements.

- Review periodic employee surveys to test awareness of the Department's compliance guidelines and procedures.
- Direct the Compliance Officer to commission special audits and reviews as necessary to verify adherence to the Code of Conduct, policies and/or legal requirements.
- Review material findings and management responses to audits and reviews. Facilitate development and approve H&SS's corrective action plans in consultation with departmental leadership.

Enforcement and Discipline

- Ensure appropriate and consistent discipline is imposed for violations of the Code of Conduct, policies, and legal requirements.
- Receive quarterly reports from the H&SS Director regarding reported disciplinary action taken during the prior quarter for violations of Code of Conduct and legal requirements. This report will summarize action types for the department and will not delve into specific disciplinary occurrences.

Response and Prevention

- Review the action taken by the Department to ensure violations of the Code of Conduct, policies and/or legal requirements are remedied.
- Review steps taken to prevent similar violations from occurring in the future and provide report of findings and recommendations.

RESOLUTION NO. 2019 -

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

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

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

		- 핵심원관 요즘			Effective Date	Depart	mental	Total Posi	tions
Department	Budget Unit		Position Control No.	Class Title		Allocated	Filled	Proposed	Change
H&SS-Administration	7503	TBD	NEW	Chief Dep Director H&SS - Health TBD	06/30/19	0.0	0.0	1.0	1.0
H&SS-Administration	7503	783250	NEW	Administrative Secretary	06/30/19	9.0	8.0	10.0	1.0
H&SS-Administration	7503	TBD	NEW	Chief Dep Director H&SS - Human Services TBD	06/30/19	0.0	0.0	1.0	1.0
H&SS-Administration	7503	783250	NEW	Administrative Secretary	06/30/19	10.0	8.0	11.0	1.0
H&SS-Administration	7503	TBD	NEW	Chief Dep Director H&SS - Admin TBD	06/30/19	0.0	0.0	1.0	1.0
H&SS-Administration	7503	TBD	NEW	H&SS Dep Director – Admin Services TBD	06/30/19	0.0	0.0	1.0	1.0
H&SS-Administration	7503	TBD	NEW	Grant Writer TBD	06/30/19	0.0	0.0	1.0	1.0
H&SS-Administration	7507	127150	15994	Dep Compliance & QA Manager TBD	06/30/19	1.0	1.0	0.0	(1.0)
H&SS-Administration	7507	123010	15996	Compliance & QA Analyst	06/30/19	4.0	4.0	3.0	(1.0)
H&SS-Administration	7531	TBD	NEW	H&SS Training Officer TBD	06/30/19	0.0	0.0	1.0	1.0
H&SS-Administration	7531	TBD	NEW	Credentialing Specialist TBD	06/30/19	0.0	0.0	1.0	1.0
H&SS-Administration	7503	TBD	NEW	Chief Dep Director H&SS – Behavioral Health TBD	06/30/19	0.0	0.0	1.0	1.0
H&SS-Administration	7503	783250	NEW	Administrative Secretary	06/30/19	11.0	8.0	12.0	1.0
H&SS-Administration	7503	TBD	NEW	Navigation Team TBD	06/30/19	0.0	0.0	2.0	2.0

Much to Director of Human Resources 7/18

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

AYES: SUPERVISORS

NOES: SUPERVISORS

EXCUSED: SUPERVISORS

> ERIN HANNIGAN, Chairwoman Solano County Board of Supervisors

ATTEST:

BIRGITTA E. CORSELLO, Clerk Solano County Board of Supervisors

By:

Jeanette Neiger, Chief Deputy Clerk



Solano County

Agenda Submittal

Agenda #:	19	Status:	Regular Calendar	
Туре:	Appointment	Department:	Clerk of the Board of Supervisors	
File #:	19-206	Contact:	Jeanette Neiger, 784-6125	
Agenda date:	03/12/2019	Final Action:		
Title:Consider the appointment of one Board member to serve on Metropolita Commission/Association of Bay Area Governments' CASA the Committee Bay Area Legislative Task Force				
Governing body:	Board of Supervisors			
District:	All			
Attachments:	A - Task Force Letter			

 Published Notice Required?
 Yes
 No
 X

 Public Hearing Required?
 Yes
 No
 X

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors appoint one Board member to serve on Metropolitan Transportation Commission/Association of Bay Area Governments' CASA the Committee to House the Bay Area Legislative Task Force.

SUMMARY/DISCUSSION:

Solano County received the attached letter from the Metropolitan Transportation Commission (MTC) and the ABAG Executive Board (ABAG) inviting the Board of Supervisors to appoint one representative and the Solano County City Selection Committee to appoint two representatives to serve on the CASA (The Committee to House the Bay Area) Legislative Task Force (Task Force).

As stated in the letter, an effort was led by ABAG and MTC to bring together a blue-ribbon panel of local elected officials, housing experts, and leaders from across the Bay Area who worked together for almost two years to build an actionable consensus around (1) increasing housing production at all levels of affordability, (2) preserving existing affordable housing, and (3) protecting vulnerable populations from housing instability and displacement. This group named itself CASA, the Committee to House the Bay Area, and the compact the group committed to each other can be found online at https://mtc.ca.gov/casa.

Both the Metropolitan Transportation Commission and the ABAG Executive Board have authorized their respective Chair and President to sign the compact. In addition, the ABAG Executive Board directed the formation of a task force of elected officials from Bay Area cities and counties to follow, become informed and to engage in the legislative process that is essential for the CASA compact to be implemented. Similarly, MTC's CASA motion included direction to staff to do additional outreach to local elected officials and engage with them during the legislative process.

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To encourage the presence of new perspectives on the Task Force, nominating bodies are encouraged to appoint members who are not currently serving on the ABAG Executive Board or on MTC. The participation of elected officials from a wide range of city sizes is encouraged as well. The Task Force will be chaired by ABAG with a member of MTC serving as the Vice Chair, and each will have an appointment to the Task Force with a goal of creating a well-rounded committee.

The Task Force will seek to meet monthly during the current state legislative session to receive progress reports and to engage on CASA related legislation. This feedback will be relayed to the Joint ABAG/MTC Legislation Committee, the ABAG Executive Board and MTC. Meetings will be held at the Bay Area Metro Center, 375 Beale Street, San Francisco with telephone participation available. The Task Force is subject to the Brown Act. Task Force members are not eligible for per diem.

FINANCIAL IMPACT:

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

ALTERNATIVES:

The Board may choose not to make an appointment to the Task Force, however this is not recommended as the appointment is an opportunity for Solano County to participate in the legislative process.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



METROPOLITAN TRANSPORTATION COMMISSION

Bay Area Metro Center 375 Beale Street, Suite 800 San Francisco, CA 94105 415.778.6700

February 28, 2019

Dear Bay Area Local Elected Officials,



Bay Area Metro Center 375 Beale Street, Suite 700 San Francisco, CA 94105 415.820.7900

The Bay Area faces many pressing regional challenges such as crowded roadways and public transit, the lingering threat of earthquakes and raising tides, to name a few. But the housing shortage has reached crisis proportions. During our remarkable run of economic expansion since the Great Recession ended in 2010, the Bay Area has added 722,000 jobs but constructed only 106,000 housing units. With housing supply and demand that far out of whack, home prices and rental costs have shot through the roof and a wide swath of our fellow Bay Area residents from long-time residents, newcomers and young people are suffering. As well, more people are being forced to move further away in search of affordability and endure crushing long-distance commutes that also exacerbates congestion and GHG production.

The traffic and housing challenge is well known to you. Perhaps less well known is the effort led by ABAG and MTC to bring together a blue-ribbon panel of local elected officials, housing experts, and leaders from across the Bay Area who worked together for almost two years to build an actionable consensus around (1) increasing housing production at all levels of affordability, (2) preserving existing affordable housing, and (3) protecting vulnerable populations from housing instability and displacement.

This group named itself CASA, the Committee to House the Bay Area and the compact the group committed to each other can be found online at <u>https://mtc.ca.gov/casa</u>

Both the Metropolitan Transportation Commission and the ABAG Executive Board have authorized their respective Chair and President to sign the compact. In addition, the ABAG Executive Board directed the formation of a task force of elected officials from Bay Area cities and counties to follow, become informed and to engage in the legislative process that is essential for the CASA compact to be implemented. Similarly, MTC's CASA motion included direction to staff to do additional outreach to local elected officials and engage with them during the legislative process.

Accordingly, on behalf of MTC and ABAG, we respectfully invite each county's Boards of Supervisors to appoint one representative and each county's City Selection Committee to appoint two representatives to serve on the CASA Legislative Task Force (Task Force).

To encourage the presence of new perspectives on the Task Force, nominating bodies are encouraged to appoint members who are not currently serving on the ABAG Executive Board or on MTC. The participation of elected officials from a wide range of city sizes is encouraged as well. The Task Force will be chaired by ABAG with a member of MTC serving as the Vice Chair, and each will have an appointment to the Task Force with a goal of creating a wellrounded committee. The Task Force will seek to meet monthly during the current state Task Force on CASA Compact February 28, 2019 Page 2

legislative session to receive progress reports and to engage on CASA related legislation. This feedback will be relayed to the Joint ABAG/MTC Legislation Committee, the ABAG Executive Board and MTC. Meetings will be held at the Bay Area Metro Center, 375 Beale Street, San Francisco with telephone participation available. The Task Force is subject to the Brown Act. Task Force members are not eligible for per diem.

Please submit nominees via email to ABAG Clerk of the Board, Fred Castro, at <u>fcastro@bayareametro.gov</u> and note "CASA Task Force Nomination" in the subject line. Deadline for submitting nominees is March 14, 2019. Appointments to the Task Force will be ratified by the ABAG Executive Board and the Metropolitan Transportation Commission at their March meetings.

Should you have any questions, please contact Alix Bockelman, Deputy Executive Director of Policy, at abockelman@bayareametro.gov.

Sincerely, Rabbitt President Association of Bay Area Governments

Scott Haggerty

Chair Metropolitan Transportation Commission

Cc:

County of Alameda, Board of Supervisors County of Contra Costa, Board of Supervisors County of Marin, Board of Supervisors County of Napa, Board of Supervisors City and County of San Francisco, Board of Supervisors County of San Mateo, Board of Supervisors County of Santa Clara, Board of Supervisors County of Solano, Board of Supervisors County of Sonoma, Board of Supervisors

Alameda County Mayors Conference Contra Costa County Mayors Conference Marin County Council of Mayors and Councilmembers Napa County City Selection Committee City and County of San Francisco--Mayor San Mateo County City Selection Committee Cities Association of Santa Clara County Solano County City Selection Committee Sonoma County City Selection Committee



Solano County

Agenda Submittal

Agenda #:	20	Status:	Regular Calendar		
Туре:	Miscellaneous	Department:	Resource Management		
File #:	19-203	Contact:	Nedzlene Ferrario 784-3170		
Agenda date:	03/12/2019	Final Action:			
Title:	Conduct a noticed public hearing to consider a time extension request through December 13, 2020 for Tentative Subdivision Map No. S-01-03, Dove Creek Ranch Subdivision, located at the southwest terminus of Dove Creek Trail, subdividing the 80-acre project site in to 32 single family lots, ranging in size from 1.3 - 3.8 acres, with additional common lots, subject to the original adopted conditions of approval and mitigation measures				
Governing body:	Board of Supervisors				
District:	All				
Attachments:	A - Resolution, B - Links to	Supporting Documents	& Prior BOS Approvals		

Date:	Ver.	Action By:			Action:	Result:
Published No	tice Rec	uired?	Yes X	No		
Public Hearin	ig Requi	red?	Yes X	No		

DEPARTMENTAL RECOMMENDATION:

Department of Resource Management recommends that the Board:

- 1. Conduct a noticed public hearing; and
- Consider approval of a time extension through December 13, 2020 for Tentative Subdivision Map No. S-01-03, Dove Creek Ranch Subdivision, located at the southwest terminus of Dove Creek Trail, subdividing the 80-acre project site in to 32 single family lots, ranging in size from 1.3 - 3.8 acres, with additional common lots, subject to the original adopted conditions of approval and mitigation measures.

SUMMARY:

This item was continued from February 5 to March 12, 2019, to allow scheduling of a public hearing time due to significant interest in this project from residents in the surrounding neighborhood.

The tentative map for the Dove Creek Ranch project was approved on December 13, 2005 concurrently with a Policy Plan Overlay that allowed lot sizes less than 2.5 acres but maintained the maximum allowed development density in the General Plan for the site at one primary dwelling per 2.5 acres. Smaller lot sizes under the Policy Plan Overlay were allowed to facilitate the planning and environmental benefits of preservation of the creek corridor, pond and common open space within the subdivision. The development would be served by a public water system, the Rural North Vacaville Water District, and septic systems. The time extension is required because the applicant has not been able to comply with conditions requiring certain actions before a final map can be recorded. The Board last approved a two-year extension for the tentative

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map on September 26, 2017. The most significant conditions to be addressed pertain to a second point of access to the property via extension of Dove Creek Trail to Cantelow Road.

Under State Law and the County's Subdivision Ordinance, the Dove Creek Tentative Map is eligible for up to 6 years of discretionary time extensions beyond the initial two-year approval period. To date the County has granted time extensions totaling 4 years. In addition, the subdivision benefitted from automatic time extensions granted by the State Legislature applicable to approved tentative maps throughout the State during the economic recession totaling an additional 7 years. At this point the project is eligible for one final two-year time extension with a termination date of December 13, 2020, which is not automatic but fully subject to the discretion of the Board.

FINANCIAL IMPACT:

The cost of processing this time extension request is borne by the applicant through application fees. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

DISCUSSION:

Background:

The Dove Creek Ranch Subdivision, located at the southwest terminus of Dove Creek Trail (APN: 0105-080-460 & 470), involves the subdivision of an 80-acre site, into thirty-two (32) residential lots ranging in size from 1.3 to 3.8 acres. The approved project is consistent with the density allowed in the General Plan. The project concept included a gated community, interior private roads with the option for public streets, and a Home Owners Association for maintenance of the neighborhood park, pond, and private roads, if any. Public water service by the Rural North Vacaville Water District and on-site sewage disposal was approved. Public street improvements to extend Dove Creek Trail between Peaceful Glen and Cantelow Road, and construction of two bridges are a part of the approved project. Other approved applications relating to the project include a rezoning petition (Z-01-03) to rezone the property from A-20 to RR-2.5, and a Policy Plan Overlay (PP-01-03) to allow flexible lot sizes consistent with zoning and General Plan density. Background information related to the Dove Creek project and 2005 approval such as the Board report, minutes, adopted rezone, Policy Plan Overlay and conditions of approval are attached to this report.

In January 2018, the applicant filed a separate Dove Creek Ranch subdivision application which covers the subject parcels and an additional 30 acres, for 44 lots on 110 acres (S-18-01). The subdivision proposes lots less than 2.5 acres in size and ingress/egress through Pippo Lane and Peaceful Glen Road, instead of extending Dove Creek Trail over English Creek and connecting to Cantelow Road. The 2018 application is in incomplete status and the applicant has indicated if the extension is approved, the 2018 application will be withdrawn.

Extension Analysis

On December 12, 2018, the current land owner, Dove Creek Trail LLC, filed a timely application for another two-year extension of the Tentative Subdivision Map. A two-year extension would extend the life of the tentative map until December 13, 2020. This would give the applicant additional time to comply with conditions of approval and installation of major infrastructure such as internal roads, Dove Creek Trail between Peaceful Glen and Cantelow Road which includes 2 bridges, public water mains and lines; all required to record the Final Map, sell and build homes on the lots.

In evaluating whether an extension is appropriate, the reasons for the delay, level of progress achieved, whether there have been significant changes to the project or the surrounding area, whether there have been significant changes in the County's land use plans for the surrounding area, and the suitability of the approved tentative map conditions in light of present circumstances should be considered.

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In terms of changes, no substantial changes to the project, the site or surrounding area have occurred since the project was approved in 2005. The land remains undeveloped. There have been no changes to the General Plan on the subject or surrounding properties. Several projects in the vicinity have been approved and developed such as Blue Mountain subdivision (MS-13-01) involving 2-2.5 acre lots and 1-5-acre lot west of Dove Creek Ranch and Brian West subdivision (MS-14-03) involving 3-2.5 acre lots and 1-14-acre lot at the northeast corner of English Hills and Cantelow Road. These projects are consistent with zoning and General Plan. Several other subdivisions have been filed such as the Goudie and Pecotte projects. Each is proposing RR-5 acre lots. In addition, a large lot subdivision project on lands formerly owned by Don Pippo, has been filed by Bill Morgan, proposing 15-20 acre lots. The location of the projects is identified on Attachment C.

In terms of delay, according to the applicant, there has been difficulties associated with financing of the road and public water infrastructure. Right-of-way acquisition for Dove Creek Trail south of English Creek to Cantelow Road has been acquired and north to Peaceful Glen Road have been acquired or in progress.

In terms of progress, during 2006-2009, significant steps were taken by the previous owner to comply with the conditions of approvals such as obtaining State permits such as Regional Water Quality Certification and Streambed Alteration Agreements. Swainson Hawk mitigation credits were purchased. Bridge and roadway improvement plans, Community Design Plans, Code Covenants and Restrictions (CC&Rs), Home Owners Association (HOA) articles of incorporation were submitted and determined incomplete. State permits have expired but could be reinitiated.

The General Plan designates the property as Rural Residential which allows a maximum density of 1 primary dwelling per 2.5 acres and permits the clustering concept. The maximum number of primary residential units permitted on the property is 32 (80 acres divided by 2.5). The project, in conjunction with the Policy Plan Overlay, is consistent with the allowable densities, clustering concept and zoning.

The 2005 tentative map is consistent with the Circulation Diagram of the General Plan in that condition no. 37 requires construction of Dove Creek Trail between Peaceful Glen and Cantelow Road as part of the off-site improvements requirements (refer to condition no. 37 (a) - (g) and (s) -(t)). This roadway is required by the General Plan and installation is a public benefit to the County for better circulation in the area. The 2005 project conditions allow the subdivider flexibility to record and sell lots for areas completed and bond for incomplete road improvements, with a secured agreement with the County. However, all road improvements must be completed within 2 years of execution of the agreement. The Policy Plan Overlay and conditions of approval remain valid.

Planning staff recommends that the tentative map be extended to December 13, 2020 to allow the current owner additional time to address the conditions of approval and record the Final Map. Progress will be necessary to comply with conditions prior to recordation. If the applicant in unable to complete requirements such as obtaining permits, finance and construct infrastructure necessary to record the Final Map prior to December 13, 2020, a new tentative application and environmental review will be required to further pursue the project. The County would also need to determine whether the Policy Plan Overlay would remain if there is no associated tentative map.

In processing this extension, staff has received numerous contacts from neighbors expressing concerns with granting any further extensions to this project. Primary concern appears to be focused on lot sizes not consistent with the character of the neighborhood. Staff anticipates further correspondence will be submitted from the neighborhood further articulating their concerns prior to the public hearing.

Environmental Review:

File #: 19-203, Version: 1

A Mitigated Negative Declaration and Mitigation Monitoring Program was previously adopted in 2005. As previously stated, no substantial changes to the project, the site or surrounding environment have occurred. No substantial changes to the previously adopted conditions or mitigation measures are proposed or required, and all previously adopted mitigation measures will remain in force. No further environmental review is required.

Public notice requirement:

As directed by the Board action on February 5, 2019, the matter was re-noticed for the March 12, 2019 agenda. In accordance with Solano County Subdivision Ordinance, notice of a public hearing was published at least 10 days before the scheduled hearing in the Fairfield Daily Republic and the Vacaville Reporter. In addition, all property owners of real property as shown on the latest equalized assessment roll within 300 feet of the property. All persons requesting notice of the public hearing were mailed or emailed notices of the hearing.

ALTERNATIVES:

The Board may consider modifying the staff recommendation by allowing a shorter time extension or deny the extension outright. However, a shorter time period may not allow adequate time to comply with the conditions necessary to record the final map. A denial action would not allow any additional time for the applicant to demonstrate progress and would cause the approved tentative map and conditions of approval to expire.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS APPROVING THE EXTENSION OF TENTATIVE SUBDIVISION MAP (S-01-03) FOR THE DOVE CREEK RANCH SUBDIVISION

Whereas, the Solano County Board of Supervisors has duly considered, in a noticed public hearing, on February 5, 2019 to continue the time extension request by Dove Creek Trail LLC and renotice for public hearing, to March 12, 2019; and

Whereas, the Board has duly considered in a noticed public hearing, an application by **Dove Creek Trail LLC** for a two-year extension until December 13, 2020 of Tentative Subdivision Map No. S-01-03 (Major Subdivision Application No. S-01-03), to subdivide approximately 80 acres, comprising two parcels, into 32 residential lots ranging in size from 1.3 to 3.8 acres, plus additional common area parcels, for property located at the southwest terminus of Dove Creek Trail, 7471 Dove Creek Trail (APN's: 0105-080-460 & 470); and

Whereas, the Board has reviewed and considered all comments received prior to and during the public hearing; and

Whereas, no substantial changes to the project, the site or surrounding area have occurred since the project was approved in 2005; the land remains undeveloped and there have been no changes to the General Plan on the subject or surrounding properties; and

Whereas, an extension of the previously approved tentative subdivision map beyond its current expiration date would be in the public interest by giving the subdivider additional time to complete the public improvements required as conditions of that map.

Resolved, that the Solano County Board of Supervisors does hereby approve a two-year extension of Tentative Subdivision Map No. S-01-03 (Major Subdivision Application No. S-01-03) based on the findings herein and subject to the previously adopted Conditions of Approval attached hereto as Exhibit A and incorporated herein by this reference.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on March 12, 2019, by the following vote:

AYES:	SUPERVISORS	
NOES:	SUPERVISORS	
EXCUSED:	SUPERVISORS	

ERIN HANNIGAN, Chairwoman Solano County Board of Supervisors

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

By: ______ Jeanette Neiger, Chief Deputy Clerk 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. <u>A Dove Creek Ranch Background and Timeline</u>
- 2. <u>B Location Map</u>
- 3. <u>C Approved and Pending Projects English Hills</u>
- 4. <u>D Approved Tentative Subdivision Map</u>
- 5. <u>E Dove Creek Policy Plan Overlay</u>
- 6. F Approved Conditions of approval
- 7. G 2005 Adopted Mitigated Negative Declaration
- 8. <u>H Public Hearing Notice</u>
- 9. I September 26, 2017 Board of Supervisors Minutes
- 10. J January 22, 2008 Board of Supervisors Minutes
- 11. K November 1, 2005 Board of Supervisors Minutes
- 12. L November 8, 2005 Board of Supervisors Minutes
- 13. M December 13, 2005 Board of Supervisor Minutes