

Solano County

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



Agenda - Final

Tuesday, March 26, 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. Spring (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** **19-245** Conference with Labor Negotiators: Solano County representatives: Marc Fox, Jeannine Seher, Mark Love, Birgitta E. Corsello, and Nancy Huston. Employee organizations: Teamsters, Local 150 for Unit 1 (Attorneys); SEIU Local 1021 for Unit 2 (Nurses), Unit 5 (Health and Welfare Employees), Unit 7 (Regulatory, Technical and General Services Employees), Unit 8 (General Services Supervisors), Unit 9 (Clerical Employees) and Units 82, 87, 89, and 90 (Extra Help Employees); Solano County Deputy Sheriff's Association for Unit 3 (Law Enforcement Employees) and Unit 4 (Law Enforcement Supervisors); Public Employees Union, Local One for Unit 6 (Health and Welfare Supervisors) and Unit 16 (Mid-Management Employees); Stationary Engineers, Local 39 for Unit 10 (Skilled Craft and Service Maintenance Employees); Union of American Physicians and

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

Public Employee Appointment: Agriculture Commissioner/Sealer of Weights & Measures

Public Employee Appointment: County Counsel

Conference with Legal Counsel: Initiation of Litigation: One case

Attachments: [A - Memorandum](#)

RECONVENE - 9:00 A.M.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

PRESENTATIONS

County Administrator:

- 2** **19-211** Adopt and present a resolution recognizing April 2019 as National County Government Month in Solano County (Chairwoman Hannigan)

Attachments: [A - Resolution](#)

Board of Supervisors:

- 3** **19-233** Adopt and present a resolution recognizing Chabad of Solano County on its ten-year milestone in the creation of a Chabad Center for Jewish life in Vacaville (Supervisors Sperring and Vasquez)

Attachments: [A - Resolution](#)

Health and Social Services:

- 4 **19-216** Adopt and present a resolution recognizing April 1-7, 2019 as Public Health Week in Solano County (Supervisor Vasquez)

Attachments: [A - Resolution](#)

District Attorney:

- 5 **19-215** Adopt and present a resolution recognizing April 2019 as Sexual Assault Awareness and Prevention Month in Solano County (Chairwoman Hannigan)

Attachments: [A - Resolution](#)

ITEMS FROM THE PUBLIC

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

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

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

APPROVAL OF THE CONSENT CALENDAR

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

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

- 6 **19-244** Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors

Attachments: [A - Appointment List](#)

- 7 **19-242** Approve the minutes of the Solano County Board of Supervisors meetings of January 8, January 22, and February 5, 2019; and Approve the minutes of the Solano County Facilities Corporation meeting of January 8, 2019

Attachments: [A - Minutes - January 8, 2019](#)
 [B - Minutes - January 22, 2019](#)
 [C - Minutes - February 5, 2019](#)
 [D - SCFC Minutes - January 8, 2019](#)

Board of Supervisors:

- 8 **19-208** Adopt a resolution supporting the naming of a state overpass, interchange, or other Solano County highway designation through the Caltrans application process in honor of Judge John A. DeRonde

Attachments: [A - Resolution](#)

- 9 **19-225** Authorize the County's contribution of \$1,500 from the General Fund contribution allocated to District 3 to benefit B Walker Ranch (\$500), Shelter Solano, Inc. (\$500) and Solano Dream Center (\$500)

County Administrator:

- 10 **19-246** Adopt a resolution amending the List of Numbers and Classifications of Positions to reclass 2.0 FTE Compliance and QA Analyst positions

Attachments: [A - Resolution](#)

Human Resources:

- 11 **19-222** Adopt the amendment to the Memorandum of Understanding ("MOU") with the Association of Mid-Management Professions at Solano County (AMMPS), Bargaining Unit 16 - Mid-Management aligning the Deputy Agricultural Biologist/Weights and Measures classification pay with that of the Environmental Health Services Supervisor

Attachments: [A - Side Letter](#)

Auditor-Controller:

- 12 **19-229** Approve the FY2018/19 Property Tax Administration Fee to recover the cost to administer property taxes from cities and local agencies in accordance with the Revenue and Taxation Code Section 95.3(f)

Attachments: [A - Property Tax Admin Cost Summary](#)
 [B - Property Tax Admin Fee Distribution](#)

General Services:

- 13 **19-194** Approve an agreement for \$328,648 with Guidepost Solutions LLC of Oakland, CA for the Main Jail Security Upgrade Project at 500 Union Avenue in Fairfield; and Authorize the County Administrator or designee to execute the agreement and any amendments within the approved project budget

Attachments: [A - Contract](#)

- 14 **19-230** Approve a multi-year contract for \$195,000 with Bonfire Interactive Limited of Kitchener, Ontario for Web-Based E-Procurement Solutions; and Authorize the County Administrator or designee to execute the agreement and any amendments within the approved project budget

Attachments: [A - Contract](#)
 [B - List of Proposers](#)

- 15 **19-231** Approve an agreement with REM Construction, Inc. of Chico in the amount of \$478,258 for the Claybank Facility Warehouse Freezer Upgrade Project at 2500 Claybank 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](#)

- 16 **19-238** Adopt a resolution authorizing the purchase from the Lewis Operating Group of an approximately .33 acre strip of land adjacent to the Claybank Detention Campus for \$190,000; Authorize the execution of an Easement Agreement with the City of Fairfield to provide for the maintenance of the wall to be constructed separating the Claybank Detention Campus and the Villages II Lots B & I subdivision; Authorize the County Administrator to take any additional actions necessary to facilitate the intent of these agreements

Attachments: [A - Resolution](#)
 [B - DRAFT Easement Deed](#)

Information Technology-Registrar of Voters:

- 17 **19-201** Approve a renewal to an agreement with Gartner Incorporated for a 1 year subscription to its advanced planning and research services in the amount of \$93,000; and Authorize the Chief Information Officer to execute the agreement

Attachments: [A - Contract](#)

First 5 Solano:

- 18 **19-227** Approve an agreement for \$80,000 with Learning for Action from April 1, 2019 through June 30, 2020 for nonprofit capacity building; and Authorize the County Administrator to sign the agreement and future amendments that have no fiscal impact

Attachments: [A - Agreement](#)

- 19 **19-235** Approve a Lease Agreement for approximately 8,956 square feet at 3375 Sonoma Blvd. in Vallejo to implement a First 5 Center for a 5 year term at the delivery of the space and issuance of an occupancy permit by the City of Vallejo, or July 1, 2019, whichever is later; and Authorize the County Administrator to sign the agreement and any subsequent amendments which are administrative in nature and have no fiscal impact

Attachments: [A - Lease](#)

HEALTH AND SOCIAL SERVICESHealth and Social Services:

- 20 **18-851** Approve a plaque of appreciation honoring Karl Phillipps, Supervising Welfare Fraud Investigator, upon his retirement from the Department of Health & Social Services, Special Investigations Bureau with over 19 years of distinguished service to Solano County

- 21 **19-207** Approve a first contract amendment with Dr. John Jow, DDS for \$16,339, for a total contract amount of \$91,200, to provide dental services in the County clinics for the current period through June 30, 2019; and Authorize the County Administrator to execute the amendment and any subsequent amendments that remain within budgeted appropriations

Attachments: [A - Amendment](#)

[B - Link to Original Contract](#)

CRIMINAL JUSTICEProbation:

- 22 **19-224** Approve the submission of an application for the Youth Reinvestment Grant Program (YRG) through the Board of State and Community Corrections (BSCC) in the amount of \$100,000; and Designate the Solano County Probation Department as the Lead Public Agency to serve as the coordinator for local grant activities

Attachments: [A - Link to YRG Grant Request for Proposal](#)

MISCELLANEOUS ITEMSBoard of Supervisors:

- 23 **19-210** Approve the appointment of Gabrielle Anderson to the Solano Partnership Against Violence (SPAV), representing District 4, for a term to expire December 31, 2021
- 24 **19-226** Approve the reappointment of Dr. Ronald B. Rushford, MD, to the Vacaville-Elmira Cemetery District Board of Trustees, representing District 4, for a term to expire on January 2, 2023

District Attorney:

- 25 **19-223** Approve the appointment of Nicole Howell as a member-at-large to the Solano Partnership Against Violence (SPAV) Advisory Board for a 3-year term to expire on March 26, 2022; and Approve the appointment of Heather Sanderson as a member-at-large to the SPAV Advisory Board for a 2-year term to expire on March 26, 2021

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

- A)
- B)
- C)

County Administrator:

- 26 **19-237** Receive an update from staff and the County's State Legislative Advocate on the status of legislation that is of interest to the County; and Consider Support positions on ACA 1 and AB 539 that were discussed at the March 11, 2019 Legislative Committee and referred to the full Board for consideration

Attachments: [A - Federal Legislative Update Report](#)
 [B - ACA 1 Bill Language - Amended March 18, 2019](#)

SPECIAL DISTRICTS GOVERNED BY THE BOARD OF SUPERVISORSGreater Vallejo Recreation District:

- 27 **19-221** Receive a presentation from Gabriel Lanusse, General Manager of the Greater Vallejo Recreation District, on the district's FY2017/18 Annual Report

Attachments: [A - Presentation](#)

GENERAL GOVERNMENTBoard of Supervisors:

- 28 **19-198** Receive a presentation from Solano Youth Voices, a collaborative effort of the Children's Network, on their research related to the youth in Solano County

Attachments: [A - Presentation](#)

Information Technology-Registrar of Voters

- 29 **19-228** Receive a presentation from the Registrar of Voters' Office and consider approving the recommendation to continue the use of traditional polling places for 2020 Direct Primary and General Elections; Approve a resolution authorizing the submission of the application for State funds for \$1,409,500 to replace existing voting system; Authorize the County Administrator or designee to conduct all negotiations, execute and submit all documents including, but not limited to applications which may be necessary for the completion of the agreement; and Authorize the Registrar of Voters' Office to execute a Request for Information to evaluate and select a new voting system

Attachments: [A - Presentation](#)
 [B - Resolution](#)
 [C - Agreement](#)
 [D - Letter from State](#)

Assessor-Recorder:

- 30** **19-234** Consider approving a fee waiver in the amount of \$48,156.04 for the Metropolitan Transportation Commission/Association of Bay Area Governments for certain Assessor/Recorder data; and Consider approving the Assessor/Recorder's long-standing practice of waiving or charging a reduced fee for public agency partners located within Solano County

Attachments: [A - Request Letter](#)
 [B - Cost of Request](#)

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

To the Board of Supervisors meeting of April 2, 2019 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, CA



Solano County

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Agenda Submittal

Agenda #:	1	Status:	Closed Session
Type:	Closed Session	Department:	County Counsel
File #:	19-245	Contact:	Dennis Bunting, 784-6145
Agenda date:	03/26/2019	Final Action:	
Title:	<p>Conference with Labor Negotiators: Solano County representatives: Marc Fox, Jeannine Seher, Mark Love, Birgitta E. Corsello, and Nancy Huston. Employee organizations: Teamsters, Local 150 for Unit 1 (Attorneys); SEIU Local 1021 for Unit 2 (Nurses), Unit 5 (Health and Welfare Employees), Unit 7 (Regulatory, Technical and General Services Employees), Unit 8 (General Services Supervisors), Unit 9 (Clerical Employees) and Units 82, 87, 89, and 90 (Extra Help Employees); Solano County Deputy Sheriff's Association for Unit 3 (Law Enforcement Employees) and Unit 4 (Law Enforcement Supervisors); Public Employees Union, Local One for Unit 6 (Health and Welfare Supervisors) and Unit 16 (Mid-Management Employees); Stationary Engineers, Local 39 for Unit 10 (Skilled Craft and Service Maintenance Employees); Union of American Physicians and Dentists for Unit 11 (Physicians, Dentists and Psychiatrists); Solano County Probation Peace Officer Association for Unit 12 (Probation Employees) and Unit 15 (Probation Supervisors); Solano County Sheriff's Custody Association for Unit 13 (Correctional Officers); Teamsters, Local 856 for Unit 14 (Correctional Supervisors); Solano County Law Enforcement Management Association for Unit 17 (Law Enforcement Management) and Unit 18 (Sheriff's Office Management); Professional and Technical Engineers, Local 21 for Unit 19 (Executive and Senior Management); Unit 60 Legislative Group; Unit 61 (unrepresented Executive Management Employees), Unit 62 (unrepresented Senior Management Employees) and Unit 30 (Confidential Employees)</p> <p>Public Employee Appointment: Agriculture Commissioner/Sealer of Weights & Measures</p> <p>Public Employee Appointment: County Counsel</p> <p>Conference with Legal Counsel: Initiation of Litigation: One case</p>		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Memorandum		

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

CLOSED SESSION MEMO

- A. LICENSE/PERMIT DETERMINATION (GC § 54956.7)
 - a. Number of applicants:_____
- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (GC § 54956.8)
 - a.
- 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: Agriculture Commissioner/Sealer of Weights & Measures
 - b. Title: County Counsel
- H. PUBLIC EMPLOYMENT (GC § 54957)
 - a. Title:
- I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC § 54957)
 - a. Title:
- J. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (GC § 54957)
 - a. No information required
- K. CONFERENCE WITH LABOR NEGOTIATORS (GC § 54957.6):

Conference with Labor Negotiators: Solano County representatives: Marc Fox, Jeannine Seher, Mark Love, Birgitta E. Corsello, and Nancy Huston. Employee organizations: Teamsters, Local 150 for Unit 1 (Attorneys); SEIU Local 1021 for Unit 2 (Nurses), Unit 5 (Health and Welfare Employees), Unit 7 (Regulatory, Technical and General Services Employees), Unit 8 (General Services Supervisors), Unit 9 (Clerical Employees) and Units 82, 87, 89, and 90 (Extra Help Employees); Solano County Deputy Sheriff's Association for Unit 3 (Law Enforcement Employees) and Unit 4 (Law Enforcement Supervisors); Public Employees Union, Local One for Unit 6 (Health and Welfare Supervisors) and Unit 16 (Mid-Management Employees); Stationary Engineers, Local 39 for Unit 10 (Skilled Craft and Service Maintenance Employees); Union of American Physicians and Dentists for Unit 11 (Physicians, Dentists and Psychiatrists); Solano

County Probation Peace Officer Association for Unit 12 (Probation Employees) and Unit 15 (Probation Supervisors); Solano County Sheriff's Custody Association for Unit 13 (Correctional Officers); Teamsters, Local 856 for Unit 14 (Correctional Supervisors); Solano County Law Enforcement Management Association for Unit 17 (Law Enforcement Management) and Unit 18 (Sheriff's Office Management); Professional and Technical Engineers, Local 21 for Unit 19 (Executive and Senior Management); Unit 60 Legislative Group; Unit 61 (unrepresented Executive Management Employees), Unit 62 (unrepresented Senior Management Employees) and Unit 30 (Confidential Employees)

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

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



Solano County

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Agenda Submittal

Agenda #:	2	Status:	Presentation
Type:	Resolution-Presentation	Department:	County Administrator
File #:	19-211	Contact:	Matthew A. Davis, 784-6111
Agenda date:	03/26/2019	Final Action:	
Title:	Adopt and present a resolution recognizing April 2019 as National County Government Month in Solano County (Chairwoman Hannigan)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors adopt and present a resolution recognizing April 2019 as National County Government Month in Solano County.

SUMMARY:

April 2019 marks the 28th anniversary of National County Government Month, sponsored by the National Association of Counties (NACo) and established to increase public awareness and understanding of the value of the responsibilities vested in county government. Counties play a critical role in the lives of their residents by protecting and enhancing the health, safety and well-being of their residents in practical, cost-effective ways.

This year's National County Government Month theme is "Connecting the Unconnected," including many ways counties connect people in our society. Solano County's approximately 3,000 employees know the power and benefit of local government, and therefore work hard administer, promote and connect Solano County residents to the programs and services they need to thrive, including low-income, residential, employment and housing assistance, health and wellness programs, law and justice services, recreational and tourism amenities and access to financial and safety net services.

FINANCIAL IMPACT:

There is no cost to the County regarding the adoption of this resolution other than the staff time to prepare this report.

DISCUSSION:

Today, America's county governments invest more than \$500 billion annually into local programs and services that directly affect every person in the country, including the establishment and maintenance of the

fundamental building blocks that create a safe, healthy, vibrant and resilient place to live, work, play and call home.

National County Government Month provides an opportunity to educate community residents about these investments and the role counties play in their daily lives. In addition to being one of the country's oldest forms of government, counties invest billions of dollars annually in infrastructure improvement projects, public transportation, community health clinics, parks, recreation facilities, public safety and much more.

For the 28th anniversary of National County Government Month, this year's theme is "Connecting the Unconnected."

In Solano County, connecting the unconnected means taking an active role in building and maintaining the vital safety net services residents depend on, including access to health and mental health services, in-home health care, veteran's benefits, vocational and educational achievement opportunities for the incarcerated, food assistance for the food insecure and programs for children, seniors and the disabled and includes the following examples:

HEALTH FAIR CONNECTS FAMILIES TO SERVICES

More than a thousand residents attended the fourth annual community Health Fair in Fairfield, hosted by the Solano County District Attorney and Solano Family Justice Center in October. Participants can meet with more than 90 local health-related vendors, connecting them to County Health Services, including free medical, dental and vision screenings, immunizations and family resource centers. The day-long event features activities for people of all ages, including food, music and children's activities.

ACCESSING COMMUNITY-BASED PROGRAMMING

First 5 Solano, Children and Families Commission, established the Help Me Grow (HMG) Solano database system in 2018, a centralized access point for children and families to be linked to community-based programs and services. The HMG Solano program served 1,660 individuals, helping them gain access to programs and services, including developmental, health, parent education, basic needs and childcare.

CONNECTING VETERANS TO THEIR BENEFITS

Solano County is home to more than 34,000 veterans and 90,000 of their dependents. The County's Veteran Service Office (VSO) helps veterans and their dependents get connected to the benefits they've earned as part of their military service. In 2018, the VSO filed more than 7,000 claims, resulting in \$35.4 million in Federal dollars in pension and compensation claims. Solano VSO has been recognized as number one in the state, with an average participation rate of 34.7 percent, 10.7 percent higher than the state and national averages. Veterans access the VSO for help with a variety of benefit claims, including college tuition assistance, health and medical care, dependent assistance, injury claims and legal counsel. Veterans interested in receiving assistance with their benefits can call the Solano County VSO at (707) 784-6590.

NEW ROURK VOCATIONAL TRAINING CENTER

The Solano County Sheriff's Office, in coordination with the Department of General Services, Capital Projects Management division, with bond financing from the Board of State and Community Corrections SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program and County funds, has finished construction of the new Rourk Vocational Training Center. Located next to the Claybank and Stanton Correctional Facilities, the new 39,000 square-foot facility features an educational building, equipped with classrooms, vocational training space and instructor-led program areas designed to help prepare the currently incarcerated with future employment skills.

PUBLIC SAFETY THROUGH EDUCATION

The Solano County Probation Department is transforming lives through education. In partnership with the

Solano County Office of Education, Five Keys Charter School, and Solano Community College, the Probation Department is working with local educators at their Fairfield, Vallejo, and at the Juvenile Detention Facility campus and Centers for Positive Change, providing college, high school, and GED courses. Since the program started in 2016, 42 youth and 57 adults have received their high school diploma, further enriching our communities.

FOOD Rx BRINGS FOOD TO THOSE IN NEED

The Solano County Department of Health and Social Services, Medical Services division, entered an intergovernmental agreement with the Yocha Dehe Wintun Nation to receive \$400,000 of a \$1 million-dollar agreement to create a Mobile Food Rx program. In coordination with the Food Bank of Contra Costa and Solano County, the Mobile Food Rx program consists of a food truck that brings healthy and nutritious food to food-insecure patients of Solano County Health Services. The County received an additional \$1 million in funding from the Yocha Dehe Wintun Nation in November 2018, thanks to the coordination efforts of District 1 Supervisor Erin Hannigan.

Solano County also provides a variety of programs and services that significantly improve the quality of life of residents, including access to safe roads and bridges, parks and libraries, public safety programs and job training assistance, including the following examples:

HELPING PARENTS SUPPORT THEIR FAMILIES

The Department of Child Support Services (DCSS) has partnered with the Solano Workforce Development Board (WDB) and Solano Superior Court to assist unemployed and under-employed parents, including those who are formerly incarcerated, in finding and maintaining employment. Job seekers are referred by DCSS and the Superior Court to the WDB for access to free training, workshops and job referrals with the goal of sustained employment.

COUNTY RECEIVES ANNUAL TRANSPORTATION AWARDS

The Solano County Department of Resource Management, Engineering and Road Maintenance divisions were recognized at the 2018 Solano Transportation Authority (STA) annual awards for Project Delivery and Agency of the Year. The awards recognize and celebrate local agencies for their significant contributions to the community, including programs, activities and projects that improve mobility, travel safety and economic vitality for everyone who lives, works and plays in Solano County.

ALERTING RESIDENTS DURING AN EMERGENCY

The Solano County Sheriff's Office of Emergency Services (OES) launched the new AlertSolano.com emergency notification system in July, 2018, in coordination with the seven cities, Travis Air Force Base and unincorporated areas. The new emergency alert system gives users the option to register multiple communication devices, including cell phones, land-lines, voice over IP (VOIP) and other internet-connected smart devices. Alert Solano gives OES emergency managers the ability to send text messages to anyone with a cell phone in a selected area, helping them target users to get them out of harm's way without having to send a mass-alert. Since the platform launch, more than 14,000 people have registered, thanks to an extensive community outreach campaign.

EMPLOYMENT SERVICES FOR LOCAL JOB-SEEKERS AND BUSINESSES

The Workforce Development Board (WDB) of Solano County helps local job-seekers gain the skills and abilities necessary to make them qualified for local employment opportunities in Solano County. In 2018, the WDB welcomed more than 40,000 visitors to their Fairfield and Vallejo offices for training, resources and job connection advice. The WDB also hosted two successful career fairs, working with 139 local employers and 650 job-seekers, resulting in more than 400 job interviews and job-connections.

ALTERNATIVES:

The Board could choose not to adopt the resolution recognizing April 2019 as National County Government Month in Solano County. This is not recommended as this resolution offers Solano County residents an opportunity to learn about both the vital county services provided by county government and the dedicated county employees who daily serve the public.

OTHER AGENCY INVOLVEMENT:

All County departments were consulted to compile this report.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2019 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS DESIGNATING THE MONTH OF APRIL 2019 AS NATIONAL COUNTY GOVERNMENT MONTH IN SOLANO COUNTY

WHEREAS, Counties are one of America's oldest forms of government, dating back to 1634 when the first county governments were established, and, ever since, county governments have continued to evolve and adapt to changing responsibilities, environments and populations; and

WHEREAS, America's 3,069 county governments serve 350 million Americans to provide the essential services to create healthy, safe and vibrant communities while protecting the safety and welfare of all residents in efficient and cost-effective ways; and

WHEREAS, governed by local elected officials, no two counties are the same, each structured a little different from one other, using policy direction on a local level to determine the best way to deliver services to communities; and

WHEREAS, this year's theme is "Connecting the Unconnected," which is consistent with NACo President Greg Cox's initiative, focuses on how counties deliver "people-centered" services to their residents; and

WHEREAS, in recognition of this year's theme, Solano County's approximately 3,000 employees – across 18 departments – know the power and benefit of local government, and therefore work hard administer, promote and connect Solano County residents to the programs and services they need to thrive, including low-income, residential, employment and housing assistance, health and wellness programs, law and justice services, recreational and tourism amenities and access to financial and safety net services; and

WHEREAS, in addition to connecting the unconnected, Counties also play a major role in keeping our communities safe, including local law enforcement to patrol the streets and roads and operate and maintain county detention facilities. Counties are also on the forefront of justice, including sheriffs, district attorneys, public defenders, court clerks, 911 operators and coroners; and

WHEREAS, Counties also provide vital services to all Americans, from issuing birth certificates and marriage licenses to building and maintaining park systems, community centers, libraries and cultural centers. Counties are responsible for managing elections, from local to presidential – all while balancing numerous administrative responsibilities, like billion dollar budgets – with the core mission to deliver the essential services to ensure healthy, vibrant and safe communities across these United States; and

WHEREAS, Solano County is committed to providing all residents of Solano County with the programs and services they need, giving them the ability to thrive where they live, learn work and play.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors does hereby recognize the month of April as National County Government Month in Solano County.

Dated this 26th 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

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

Agenda Submittal

Agenda #:	3	Status:	Presentation
Type:	Resolution-Presentation	Department:	Board of Supervisors
File #:	19-233	Contact:	Jim Spering, 784-6136
Agenda date:	03/26/2019	Final Action:	
Title:	Adopt and present a resolution recognizing Chabad of Solano County on its ten-year milestone in the creation of a Chabad Center for Jewish life in Vacaville (Supervisors Spering and Vasquez)		
Governing body:	Board of Supervisors		
District:	District 3 and District 4		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

Supervisor Spering and Supervisor Vasquez request the Board of Supervisors adopt and present a resolution recognizing Chabad of Solano County on its ten-year milestone in the creation of a Chabad Center for Jewish Life in Vacaville.

SUMMARY:

Chabad Centers began in 1965 with the mission to reach out to all Jews and reconnect them to their roots, as formulated by Chabad leader, Rabbi Menachem Mendel Schneerson. The first center to be built in the nation was at the University of California, Los Angeles. A second one in Berkeley followed in 1973. Today 48 Chabad Centers are in the Bay Area alone, with over 4000 Chabad Centers in all 50 States and more than 100 countries worldwide.

In 2009, Rabbi Chaim Zaklos, his wife Aidel Zaklos and their 3-month-old daughter Mussia, came to Vacaville to found the Chabad of Solano County. Previous efforts at building a Jewish community in the Vacaville/Fairfield area had failed and the public perception was that there were no large numbers of Jews present. Ten years later, the Jewish community in the Vacaville and Fairfield area transformed from a handful of connected Jewish residents into a thriving and expanding Jewish center.

In December 2014, the Chabad of Solano County organization purchased an over 8,000 sq ft. compound at 730 E. Main Street in Vacaville with the vision of creating a "one-stop-Jewish-life" synagogue and community center. Four intense fund-raising campaigns raised nearly three-quarters of a million dollars that financed the down-payment on the building, commissioned the first new Torah scroll in Solano County, funded furnishing of the sanctuary, created a social hall and the first public kosher kitchen, and built a Mikvah, a Jewish ritual bath.

A Mikvah is an essential part of a Jewish community. It must meet certain biblical requirements that govern

how it is built, what materials can be used, and prescribes how the rainwater to fill it is collected. There are only eight other Mikvahs in Northern California. The ceremonial opening is planned to occur in the near future

Last year, the Vacaville City Council approved the East Main District mixed-use development program, a project which will be built around Chabad of Solano County. Future expansion plans for the Chabad Center to include an outdoor area and a kosher market and deli.

FINANCIAL IMPACT:

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

ALTERNATIVES:

The Board may choose not to adopt the resolution. This is not recommended as adopting this resolution presents an opportunity to recognize an important milestone of the Jewish community in Solano County.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2019 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING CHABAD OF SOLANO COUNTY ON ITS TEN-YEAR JOURNEY TO CREATE A CHABAD CENTER FOR JEWISH LIFE AND SYNAGOGUE

WHEREAS, Jews came to Solano County as early as 1853 when Moses Blum and Bertha Koshland Blum settled in Vacaville as the first recorded Jewish settlers in Solano County. Over the next 150 years, small groups of Jewish residents attempted several times to form and sustain Jewish communities. However, previous efforts failed; and

WHEREAS, in September of 2009 – the year 5769 according to the Jewish calendar - Rabbi Chaim Zaklos, his wife, Aidel Zaklos and baby daughter Mussia, came to Vacaville to create a Chabad Center for Jewish life and Synagogue in Solano County. They reached out to the surrounding communities and connected with over 500 households – the foundation of today's thriving community; and

WHEREAS, in December 2014, Chabad of Solano County purchased an over 8,000 square foot building on East Main Street in Vacaville. Over the next four years, the congregation, under the leadership of Rabbi Zaklos and supported by local and worldwide Chabad community members and other supporters, raised nearly three quarter of a million dollars in four intense one-day fundraising campaigns; and

WHEREAS, these campaigns provided the down payment for the building purchase, funded the furnishings for the Sanctuary, commissioned the first new Torah scroll in Solano County, remodeled the building including the social hall, and installed the first Solano public kosher kitchen; and

WHEREAS, funds also went into the construction of the Mikvah which will be dedicated in the month of Adar II, 5779 (March 2019). The ritual bath is an essential part of the observation of purity laws for members and a milestone in the development of the community; and

WHEREAS, Chabad of Solano County will continue to grow with its vision to be a “one-stop-Jewish-life” center that will serve the needs of both the Jewish community and all community members.

NOW, THEREFORE BE IT RESOLVED, the Solano County Board of Supervisors congratulates the members of Chabad of Solano County on its milestone achievements and wishes them all the best for the future.

Dated this 26th 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

675 Texas Street
Fairfield, California 94533
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Agenda Submittal

Agenda #:	4	Status:	Presentation
Type:	Resolution-Presentation	Department:	Health and Social Services
File #:	19-216	Contact:	Gerald Huber, 784-8400
Agenda date:	03/26/2019	Final Action:	
Title:	Adopt and present a resolution recognizing April 1-7, 2019 as Public Health Week in Solano County (Supervisor Vasquez)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health & Social Services (H&SS) recommends the Board adopt and present a resolution recognizing April 1-7, 2019 as Public Health Week in Solano County.

SUMMARY:

The first week of April has been designated as National Public Health Week (NPHW) by the American Public Health Association (APHA) for more than 20 years. NPHW brings together individuals, organizations and communities across the United States to celebrate Public Health successes and highlight priority areas related to the equitable advancement of the Nation's health. This year, the NPHW theme is *Creating the Healthiest Nation: For Science. For Action. For Health* with the goal of encouraging individuals and communities to work together to make the U.S. the "Healthiest Nation in One Generation." H&SS will host activities throughout the month of April to focus on the NPHW theme and the services provided by Solano Public Health.

FINANCIAL IMPACT:

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

DISCUSSION:

Each year, APHA highlights important public health issues to focus on for the equitable advancement of the Nation's health. The goal of making America the healthiest nation in one generation includes building on the National Prevention Strategy to improve health and wellness. This year's theme, *Creating the Healthiest*

Nation: For Science. For Action. For Health, encourages individuals and communities to take action.

According to APHA, the U.S. spends more on health care than other comparable, developed countries, with numerous studies indicating shorter lifespans and higher rates of health issues such as obesity, infant mortality, diabetes, and heart disease. The health disparities among certain racial/ethnic groups are also well documented, revealing widespread structural inequities and barriers with respect to health care access and availability, and with respect to healthy environments. As a result, APHA believes this to be the defining challenge of the generation and one that the public health community is positioned to overcome.

In recognition of National Public Health Week and promoting *Creating the Healthiest Nation: For Science. For Action. For Health*, the following events are planned for the month of April:

Bike Rodeos

Bike Rodeos provide a fun training course to teach kids safety skills including the rules of the road and how to check bikes for hazards such as wobbly seats or worn brakes:

- Wednesday, April 24th at Gretchen Higgins Elementary, Dixon
- Tuesday, April 30th at Cordelia Hills Elementary, Fairfield

Mobile Food Pharmacy

The Mobile Food Pharmacy, funded through a grant from Yocha Dehe Wintun Nation, is a fresh food truck that provides healthy options for patients of the Family Health Services clinics. Patients who receive prescriptions for healthy food can get them filled at the Mobile Food Pharmacy. Free recipe cards and cookbooks are also provided. The pharmacy is scheduled to be available weekly at the following locations:

- Mondays: Vallejo Family Health Services
- Tuesdays: Fairfield Family Health Services
- Wednesdays: Vacaville Family Health Services
- Thursdays: Global Center for Success in Vallejo

Nutrition Education

Nutrition Services staff will teach children ages 7 through 11 about healthy food options, cooking skills, and preparing nutritious snacks at the Super Snackers Kids' Nutrition Class.

- Wednesday, April 10th, 3:30 - 4:30 p.m., Civic Center Library, Fairfield

Oral Health Education

Children under five years old will learn how to prevent dental caries by drinking water regularly, eating a nutritious diet, and learning proper ways to brush their teeth. A Registered Dental Hygienist will be onsite to apply fluoride varnish to those who opt in for the service.

- 35 classes at Head Start sites and elementary schools throughout Solano County

Death by Delivery Documentary Screening

County staff are invited to participate in the screening of the film, *Death by Delivery*. Following the film, attendees will have an opportunity to discuss the film.

- Friday, April 5th, 1:30 - 2:30 p.m., Health & Social Services, Fairfield
- Friday, April 19th, 1:30 - 2:30 p.m., Health & Social Services, Vallejo

Walk with the Health Officer

Solano County employees are invited to take a walk with the Solano County Health Officer during National Public Health Week. This brief walk around the H&SS campus encourages staff to go for short 15-minute walks during their breaks to incorporate physical activity into their work day.

- Wednesday, April 3rd, 11:00 a.m. at Health & Social Services, Fairfield

- Friday, April 12th, 11:00 a.m. at Health & Social Service, Vallejo

Women, Infants, and Children (WIC) Parent Education Classes

WIC will provide 62 education classes in April, including New WIC Enrollments, Baby Behavior for Pregnant and Postpartum Moms, Breastfeeding, First Foods for Baby, Older Infant Feeding, and Nourishing Families with Fresh Produce.

The Department will post specific locations and dates on the Solano County Public Health website: <http://www.solanocounty.com/depts/ph/publichealthweek.asp>. In addition, the Department will provide outreach to local media outlets to increase awareness of the theme and events for the month. H&SS employees will also receive daily emails with tips and ideas about how every member of the community can improve their health.

ALTERNATIVES:

The Board may choose not to adopt this resolution. This is not recommended because this is an opportunity to raise awareness of issues important to improving the public's health.

OTHER AGENCY INVOLVEMENT:

Solano County Health & Social Services will partner with other Solano County agencies and organizations to promote National Public Health Week, primarily through social media outlets.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2019 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING APRIL 1-7, 2019 AS SOLANO COUNTY PUBLIC HEALTH WEEK

WHEREAS, the American Public Health Association has declared April 1-7, 2019 as National Public Health Week; and

WHEREAS, the Health & Social Services, Public Health Division will observe Public Health Week and join other California counties, the California Department of Public Health, and other states and counties across the nation in this observance; and

WHEREAS, this year's theme is *Creating the Healthiest Nation: For Science. For Action. For Health.* with the goal of encouraging individuals and communities to work together to make the U.S. the "Healthiest Nation in One Generation"; and

WHEREAS, achieving this goal means addressing root causes of poor health and disparities within communities by collaborating across public and private sectors to advocate for positive change; and

WHEREAS, Solano Public Health partners with local organizations and individuals to identify and address barriers to health through community-based interventions and national best-practices; and

WHEREAS, the Health Promotion & Community Wellness Bureau partners with the County Library to provide free blood pressure monitoring kit rentals from any County Library location; and

WHEREAS, the Maternal, Child & Adolescent Health Bureau was awarded funding to expand case management services for families receiving CalWORKs; and

WHEREAS, Solano Public Health has partnered with the Advancing Racial Equity Team to conduct 22 trainings to more than 430 employees and nearly 50 employees from community-based organizations; and

WHEREAS, Solano Public Health has partnered with Medical Services to provide the Mobile Food Pharmacy, a program for patients that promotes access to free, fresh produce and healthy cooking resources in under-resourced communities.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby recognizes April 1-7, 2019 as "Public Health Week" and commits to the advancement of health equity in Solano County.

Dated this 26th 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

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

Agenda Submittal

Agenda #:	5	Status:	Presentation
Type:	Resolution-Presentation	Department:	District Attorney
File #:	19-215	Contact:	Krishna Abrams, 784-6836
Agenda date:	03/26/2019	Final Action:	
Title:	Adopt and present a resolution recognizing April 2019 as Sexual Assault Awareness and Prevention Month in Solano County (Chairwoman Hannigan)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

The District Attorney recommends that the Board of Supervisors adopt and present a resolution recognizing April 2019 as Sexual Assault Awareness and Prevention Month in Solano County.

SUMMARY/DISCUSSION:

Every April, in communities throughout the U.S., many motivated individuals, agencies, and organizations with a passion for sexual violence prevention take part in Sexual Assault Awareness Month, or SAAM. The goal of SAAM is to raise public awareness about sexual violence and educate communities on how to prevent it. Although one month alone is not enough to solve the serious and widespread issue of sexual violence, the attention that SAAM generates in April is an opportunity to energize and expand prevention efforts throughout the year.

Although there are many ways to commemorate SAAM in our community, a resolution recognizing efforts being made is a key part in bringing forth awareness in Solano County, and shows support for victims and survivors in our county and nationwide. It is also imperative to provide the education needed to individuals on topics of consent and healthy relationships. The more we spread awareness and educate individuals, the more allies we have in the effort to support survivors and prevent sexual violence before it happens.

A sexual assault can happen anywhere and at any time. The majority of assaults occur in places ordinarily thought to be safe, such as homes and offices. Some assaults even occur in public spaces with multiple witnesses. Sexual offenders are "ordinary" and "normal" individuals who come from all educational, occupational, racial, and cultural backgrounds. Nearly 1 in 5 women and 1 in 67 men in the U.S. have experienced rape or attempted rape at some time in their lives; one in three women and one in six men have experienced some form of contact sexual violence in their lifetime; and one in every seven victims of sexual assault is under the age of six.

Sexual violence thrives when it is not taken seriously and victim-blaming goes unchecked. Annually, rape costs the U.S. more than any other crime (\$127 billion), and rape is the most under-reported crime, as 63% of sexual assaults are not reported to police.

The District Attorney's Office of Family Violence Prevention and the Solano Family Justice Center assist victims of sexual violence by providing multiple services directly and through partnering agencies all located under one roof. The SFJC also offers a safe and secure place for those exposed to sexual assault, as well as domestic violence, child abuse, and elder and dependent adult abuse. Ultimately, the goal is to break the cycle of violence by offering victims and survivors the opportunity to build hope and new futures free from violence.

FINANCIAL IMPACT:

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

ALTERNATIVES:

The Board may choose not to present a resolution recognizing April 2019 as Sexual Assault Awareness and Prevention Month. However, this is not recommended, as this is a national awareness month which has been recognized annually in Solano County.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2019 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING APRIL 2019 AS SEXUAL ASSAULT AWARENESS AND PREVENTION MONTH

WHEREAS, sexual violence is a serious problem that affects millions of people every year with victims at increased risk of being abused again and sexual violence perpetrators at increased risk of perpetrating again; and

WHEREAS, national statistics were collected from various credible resources to include the Federal Bureau of Investigation and the Department of Justice, and it is found that sexual assault is most often motivated by hostility, power, and control and the majority of assaults occur in places ordinarily thought to be safe, such as homes and offices; and

WHEREAS, in the U.S., one in three women and one in six men experienced some form of contact sexual violence in their lifetime, and one in every seven victims of sexual assault is under the age of six; and

WHEREAS, annually, rape costs the U.S. more than any other crime (\$127 billion), and it is the most under-reported crime, as 63% of sexual assaults are not reported to police; and

WHEREAS, despite lack of reporting, it has been documented by the Rape, Abuse, and Incest National Network (RAINN) that one American is sexually assaulted every 98 seconds; and every 11 minutes, that victim is a child. Meanwhile, only 5 out of every 1,000 perpetrators will end up in prison; and

WHEREAS, the Solano County Board of Supervisors recognizes the importance of supporting countywide efforts to reduce the incidents of sexual assault and violence against all citizens and recognizes the efforts of local community-based partners in providing critical services to rape victims and in raising public awareness to prevent such victimization.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors does hereby recognize the Solano County District Attorney's Office of Family Violence Prevention, the Solano Family Justice Center, and other community partners and agencies for their advocacy and accomplishments by proclaiming April 2019 as "Sexual Assault Awareness and Prevention Month".

Dated this 26th 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

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

Agenda Submittal

Agenda #:	6	Status:	Consent Calendar
Type:	Meeting Attendance Report	Department:	Clerk of the Board of Supervisors
File #:	19-244	Contact:	Jeanette Neiger, 784-6125
Agenda date:	03/26/2019	Final Action:	
Title:	Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Appointment List		

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

DEPARTMENTAL RECOMMENDATION:

Receive and file the Meeting Attendance Reports for the month of February 2019 from the members of the Board of Supervisors.

SUMMARY:

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

The Meeting Attendance Reports for February 2019, submitted by the Supervisors or their staff on their behalf, are on file with the Clerk of the Board and available for public inspection. These reports are also available for review in the public agenda packet binder during Board meetings. This report is submitted on a monthly basis to reflect the meeting attendance from the previous month.

A listing of the 2019 Board of Supervisors Appointments to various Boards and Commissions, some of which include per diem reimbursements, is attached for reference and in compliance with California Code of Regulations (Fair Political Practices Commission), title 2, section 18702.5(b)(3). The current Board of Supervisors Appointments is posted on the County's website at:

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

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

2019 BOARD OF SUPERVISORS APPOINTMENTS

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

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required	
NATIONAL													
NACO		Primary	Primary	Primary	Primary	Primary	Jan. 8, 2019	1 year					
REGIONAL/STATE													
ABAG Executive Board	Fred Castro, Clerk of the Board (415) 820-7900	Primary	Alternate				Jun. 26, 2018	June 30, 2020	Board every 2 months, 3rd Thurs. 7 p.m.	\$150	\$0-\$1,000	Yes	
ABAG General Assembly	Fred Castro, Clerk of the Board (415) 820-7901	Primary	Alternate				Jun. 26, 2019	June 30, 2020	Twice a year	No		No	
ABAG Regional Planning Committee	Miriam Chion (415) 820-7900		Primary				Jan. 8, 2019	1 year	1st Wed. alternative months 1 p.m. - 3 p.m.	\$150	\$0-\$1,000	No	
Bay Area Air Quality Management District (BAAQMD). Term ends January 2021	Marcy Hiratzka (415) 749-5073			Primary			Jan. 8, 2019	4 years	1st and 3rd Wed., 9:45 a.m.	\$100 + tolls & milage	\$2,000-\$3,000	Yes	
BAAQMD Sub Committees	Marcy Hiratzka (415) 749-5074			Primary			Jan. 8, 2019	4 years	9:30 a.m.	\$100 + tolls & milage	\$2,000-\$3,000	Yes	
Bay Conservation and Development Commission	Lawrence Goldzband (415) 352-3600			Primary	Alternate		Jan. 8, 2019	1 year	1st & 3rd Thurs., 1 p.m.	\$100	\$2,000-\$3,000	Yes	
California Fairs Financing Authority	Becky Bailey-Findley (916) 263-6177				Primary		Jan. 8, 2019	1 year	Quarterly	No		Yes	
CASA the Committee to House the Bay Area Legislative Task Force (MTC/ABAG)	Fred Castro, Clerk of the Board (415) 820-7901				Primary		Mar. 12, 2019	1 year	Monthly	No		No	
CSAC, Board of Directors	Matt Cate, Executive Director (916) 327-7500 ext. 506	Primary	Alternate				Jan. 8, 2019	1 year	2/16, 5/18, 9/7, 11/30	No		No	
Delta Conservancy Board	Brandon Chapin (916) 375-2091				Alternate	Primary	Jan. 8, 2019	2 years	4th Wed. alternate months beginning Jan. 9 a.m. - 12 p.m.			Yes	
Delta Counties Coalition	Roberta Goulart 784-7914				Alternate	Primary	Sept. 11, 2018	1 year	As Needed	No		No	
Delta Protection Commission	Ashlet Medina (916) 375-4800				Alternate	Primary	Jan. 8, 2019	1 year	Every other month	No		Yes	
Delta Stewardship Council (appointment required only when Supervisor is appointed as the Chair of the Delta Protection Commission)	Jessica Pearson (916) 445-4500						Jan. 8, 2019	2 years	4th Thurs. (and often Friday) of the month			Yes	
Northern California Counties Trinal Matters Consortium	Nancy Huston 784-6107 & Michelle Heppner 784-3002	Alternate			Primary		Jan. 8, 2019	1 year	As Needed			No	
Yolo Bypass/Cache Slough Complex MOA	Roberta Goulart 784-7914				Alternate	Primary	May 1, 2018	1 year	As Needed	No		No	
Yolo-Solano Air Quality Board	Denise Almaguer (530) 757-3675		Primary	Alternate	Primary	Primary	Jan. 8, 2019	1 year	2nd Wed., 9 a.m.	\$100	\$1,001-\$2,000	Yes	
4 C's	Michelle Heppner 784-3002	Primary	Primary	Primary	Primary	Primary	Jan. 8, 2019	1 year	1/12, 3/9, 5/11, 8/10, 11/9 @ 7 p.m.	No		Yes	
4 C's Joint Steering Committee *Vice Chair of 4C's and Chair of Board of Supervisors	Michelle Heppner 784-3002	Primary			Primary		Jan. 8, 2019	1 year	As Needed	No		Yes	
REGIONAL/STATE - OTHER													
Metropolitan Transportation Commission (MTC) <i>(Appointment to MTC is through nomination by the Mayor's City Selection Committee and affirmed by the Board of Supervisors every four years)</i>	Steven Heminger, Executive Director (510) 817-5810			Primary			Dec. 4, 2018	4 years	4th Wed., 9:30 a.m.	\$100 + tolls & milage	\$2,000-\$3,000	Yes	
Bay Area Toll Authority (BATA) (MTC Member)	Steven Heminger, Executive Director (510) 817-5810			Primary			Dec. 4, 2018	4 years	4th Wed., 9:30 a.m.	\$100 + tolls & milage	\$1,001-\$2,000	Yes	
Napa/Solano Area Agency on Aging Oversight Board	Joyce Goodwin, 784-8203	Alternate	Primary				Nov. 6, 2018	4 years	TBD	No		Yes	

2019 BOARD OF SUPERVISORS APPOINTMENTS

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

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required	
Service Authority for Freeways & Expressways (SAFE) (MTC Member)	Steven Heminger, Executive Director (510) 817-5810			Primary			Dec. 4, 2018	4 years	As Needed	\$100 + tolls & milage	\$0-\$1,000	Yes	
COUNTYWIDE													
Community Action Partnership (CAP) Solano JPA Tripartite Advisory Board	Tonya Nowakowski 784- 8401 & Debbie Vaughn 784-6113	Primary					Jan. 8, 2019	2 years	As Needed	No		No	
East Vallejo Fire Protection District	Magen Yambao 784-1969	Primary	Primary	Primary	Primary	Primary	Jan. 8, 2019	1 year	Quarterly	No		Yes	
First 5 Solano Commission	Andrew Boatright 784-1492	Primary					Jan. 8, 2019	1 year	1/10, 3/7, 4/4, 6/6, 8/8, 10/3, 10/21, Retreat 10 a.m. - 3 p.m., 12/5	\$100	\$0-\$1,000	Yes	
In-Home Supportive Services Public Authority	Teri Ruggiero 784-8803	Primary	Primary	Primary	Primary	Primary	Jan. 8, 2019	1 year	Jan., Mar., Apr., Jun., Aug., Oct., Nov., 3rd Mon. 2 p.m. - 4 p.m.			Yes	
Juvenile Justice Coordinating Council	Christopher Hansen 784-4803	Primary					Jan. 8, 2019	1 year	As Needed	No		No	
LAFCO	Michelle McIntyre 439-3897			Primary	Primary	Alternate	Jan. 8, 2019	1 year	2nd Mon. of even numbered months, 1:30 p.m.	\$100	\$0-\$1,000	Yes	
Law Library Board of Trustees	Bonnie Katz 784-1502				Primary		Jan. 8, 2019	1 year	Monthly	No		No	
Mental Health Advisory Board	Cindy Limerick 784-8336		Primary				Jan. 8, 2019	1 year	3rd Tues. of the month with exception of July 4:30 p.m. - 6 p.m.	No		Yes	
Remote Access Network Board	Angelica Russell 784-7048					Primary	Jan. 8, 2019	1 year	Last Thurs. in Feb., or Mar. & Oct. 10 a.m.	No		No	
Solano Economic Development Corp.	Pat Uhrich 864-1855	Primary			Alternate		Jan. 8, 2019	1 year	1/12, 3/9, 5/11, 7/13, 9/14, 11/9 @ 9 a.m.	No		No	
Solano Facilities Corporation	Megan Greve, 784-7900	Primary	Primary	Primary	Primary	Primary	Jan. 8, 2019	1 year	As Needed	No		Yes	
Solano Land Trust	Nicole Byrd 432-0150 ext. 210				Primary		Jan. 8, 2019	1 year	1st Wed. @ 5:30 p.m.	No		Yes	
Solano Open Space (formerly Tri-City & County Cooperative Planning Group)	Resource Management Matt Walsh 784-3168	Alternate	Primary				Jan. 8, 2019	1 year	Quarterly	No		Yes	
Solano Transportation Authority	Johanna Masiclat 424-6008	Alternate		Primary			Jan. 8, 2019	1 year	2nd Wed., 6 p.m.	\$100	\$1,001-\$2,000	Yes	
Solano Subbasin Groundwater Sustainability Agency Board of Directors (Dist. 4 & 5 permanent primaries. Alternate Board member appointed annually)	Misty Kaltreider 784-3311			Alternate	Primary	Primary	Jan. 8, 2019	Alternate 1 year	2nd Thurs., each month @ 5 p.m.	No		Yes	
Solano Water Authority	Natasha Montgomery 455-4080			Primary	Alternate		Jan. 8, 2019	1 year	As Needed	No		Yes	
Solano County Blue Ribbon Commission on Children in Foster Care	Sara Jones 207-7619	Primary					Jan. 8, 2019	1 year	As Needed	No		No	
Solano County Consolidated Oversight Board (effective July 1, 2018) Public Member: Jerry Wilkerson	Jeanette Neiger 784-6125			Primary		Alternate	Mar. 13, 2018	1 year	TBD	No		Yes	
Solano County Water Agency	Sandra McLean 455-1100	Primary	Primary	Primary	Primary	Primary	Jan. 8, 2019	1 year	2nd Thur., 6:30 p.m.	100 + milage	\$1,001-\$2,000	Yes	
Solid Waste Independent Hearing Panel	Jag Sahota 784-3308				Primary		Jan. 8, 2019	1 year	As Needed	\$100	\$0-\$1,000	Yes	
Travis Community Consortium	David White, Fairfield City Manager 428-7400				Alternate	Primary	Jan. 8, 2019	1 year	As Needed			No	
Vacaville-Fairfield-Solano Greenbelt Authority	Brian Miller 428-7446			Primary	Primary		Jan. 8, 2019	1 year	As Needed	No		No	

2019 BOARD OF SUPERVISORS APPOINTMENTS

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

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required	
Vallejo Flood & Wastewater District	Holly Charlety 644-8949 ext 202	Primary	Alternate				Jan. 8, 2019	1 year	2nd Tues. Jan. - July 6 p.m. - 7 p.m., 3rd Tues. Aug. 6 p.m. - 7 p.m., 2nd Tues. Sept. - Dec. 6 p.m. - 7 p.m.	\$100	\$1,001-\$2,000	Yes	
Winters Branch Library Financing Authority	Chris Crist, Business Svcs. Manager (530) 666-8083				Primary	Primary	Jan. 8, 2019	1 year	As Needed	No		Yes	
BOARD OF SUPERVISORS COMMITTEES													
Area Agency on Aging Committee	Birgitta Corsello 784-6100		Primary	Primary			May 1, 2018	1 year	As Needed	No		No	
Cannabis Committee	Bill Emlen 784-6765	Primary			Primary		Jan. 8, 2019	1 year	As Needed	No		No	
City of Vallejo Interagency Committee	City Manager's Office, City of Vallejo 648-4576	Primary	Primary				Jan. 8, 2019	1 year	As Needed	No		No	
Fair Governance Committee Inactive	Nancy Huston 784-6107		Primary			Primary	Feb. 6, 2018	1 year	As Needed	No		No	
Health & Social Services & Family Justice Committee Inactive	Jerry Huber 784-8400	Primary	Primary				Jan. 8, 2019	1 year	As Needed	No		No	
Historical Records Committee	Dianne Luna 784-3105		Primary			Primary	Jan. 8, 2019	1 year		No		No	
Human Services Needs Assessment Committee	Megan Richards 784-1335	Primary				Primary	Sept. 25, 2018	1 year	As Needed	No		No	
Lakes Water System Policy Committee	Misty Kaltreider 784-3311	Primary		Primary			Feb. 5, 2019	1 year	TBD	No		No	
Law & Justice Committee Inactive							Jan. 8, 2019	1 year	As Needed	No		No	
Legislation	Michelle Heppner 784-3002	Primary			Primary		Jan. 8, 2019	1 year	As Needed	No		No	
Military & Veterans Affairs Committee	Ted Puntillo 784-6590				Primary	Primary	Jan. 8, 2019	1 year	As Needed	No		No	
Public Art Committee	Kanon Artiche 784-2781	Primary			Alternate		Jan. 8, 2019	1 year	As Needed	No		No	
Regional Park Committee	Resource Management Bill Emlen 784-6765	Primary			Primary		Jan. 8, 2019	1 year	As Needed	No		No	
Senior Issues Committee	Jerry Huber 784-8400		Primary		Primary		Jan. 8, 2019	1 year	As Needed	No		No	
Solano 360 Committee Project	Nancy Huston 784-6107	Primary		Primary			Jan. 8, 2019	1 year	As Needed	No		No	
Solano 360 Implementation Committee	Nancy Huston 784-6107	Primary		Primary			Jan. 8, 2019	1 year	As Needed	No		No	
Solano Children's Alliance	Alan Kerzin 421-7229		Primary				Jan. 8, 2019	4 years	1st Wed., 12 p.m.	No		No	
Transportation Land Use Committee	Resource Management Bill Emlen 784-6765			Primary	Primary		Jan. 8, 2019	1 year	As Needed	No		No	
University of California Cooperative Extension Capital Corridor Multi-County Partnership Leadership Advisory Committee	Morgan Doran 784-1317				Primary	Alternate	Jan. 8, 2019	1 year	As Needed	No		No	
TOTAL ASSIGNMENTS		30	22	23	34	22							
Updated 3-12-19													



Solano County

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

Agenda Submittal

Agenda #: 7
Type: Minutes
File #: 19-242
Agenda date: 03/26/2019
Status: Consent Calendar
Department: Clerk of the Board of Supervisors
Contact: Jeanette Neiger, 784-6125
Final Action:
Title: Approve the minutes of the Solano County Board of Supervisors meetings of January 8, January 22, and February 5, 2019; and Approve the minutes of the Solano County Facilities Corporation meeting of January 8, 2019
Governing body: Board of Supervisors
District: All
Attachments: A - Minutes - January 8, 2019, B - Minutes - January 22, 2019, C - Minutes - February 5, 2019, D - SCFC Minutes - January 8, 2019

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

DEPARTMENTAL RECOMMENDATION:

Presented for your approval are the minutes of the Solano County Board of Supervisors meetings of January 8, January 22, and February 5, 2019 and the minutes of the Solano County Facilities Corporation meeting of January 8, 2019.



Solano County

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

Minutes - Draft Board of Supervisors

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

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

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

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

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

Tuesday, January 8, 2019

8:30 AM

Board of Supervisors Chambers

CALL TO ORDER

The Solano County Board of Supervisors met on the 8th day of January 2019 in regular session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 8:30 A.M. Present were Supervisors Hannigan, Brown, Spering, Thomson and Chair Vasquez. Chair Vasquez presided. Also present were County Administrator Birgitta Corsello and County Counsel Dennis Bunting.

ROLL CALL

John M. Vasquez, Erin Hannigan, Monica Brown, James P. Spering and Skip Thomson

CLOSED SESSION

On motion of Supervisor Hannigan, seconded by Supervisor Brown, the Board amended the Closed Session agenda to include a Conference with Legal Counsel: Potential Litigation - One case. So ordered by 5-0 vote.

The Solano County Board of Supervisors recessed to Closed Session at 8:31 A.M. to discuss the following matters:

1 [19-49](#)

Public Employee Appointment: Public Defender (Interim)

Public Employee Appointment: Chief Information Officer/Registrar of Voters

Public Employee Appointment: Agriculture Commissioner/Sealer of Weights & Measures (Interim)

Conference with Labor Negotiators: Solano County representatives: Marc Fox, Jeannine Seher, Mark Love, Birgitta E. Corsello, and Nancy Huston. Employee organizations: Teamsters, Local 150 for Unit 1 (Attorneys); SEIU Local 1021 for Unit 2 (Nurses), Unit 5 (Health and Welfare Employees), Unit 7

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

Conference with Legal Counsel: Potential Litigation - One case

Attachments: [A - Memorandum](#)
 [Minute Order](#)

RECONVENE

This meeting of the Solano County Board of Supervisors reconvened at 9:35 A.M. All members were present and Chairwoman Hannigan presided.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

County Counsel Dennis Bunting announced the following actions from Closed Session:

By a 5-0 vote, the Board appointed Terry Davis as the Interim Public Defender.

By a 5-0 vote, the Board appointed Timothy Flanagan as the Chief Information Officer/Registrar of Voters.

By a 5-0 vote, the Board appointed Jose Arriaga as the Interim Agriculture Commissioner/Sealer of Weights & Measures.

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

This meeting of the Solano County Board of Supervisors continued with the Salute to the Flag and a Moment of Silence.

OATH OF OFFICE

- 2 [19-43](#) Administering the Oath of Office for new term of office of Solano County elected officials and introductions: Solano County Superior Court of California, Solano County Presiding Judge John B. Ellis:

Jim Spering, Supervisor, District 3
John Vasquez, Supervisor, District 4
Marc Tonnesen, Assessor/Recorder
Phyllis Taynton, Auditor/Controller
Krishna Abrams, District Attorney
Tom Ferrara, Sheriff/Coroner
Charles Lomeli, Treasurer/Tax Collector/County Clerk

Attachments: [Minute Order](#)

Solano County Superior Court of California Presiding Judge John B. Ellis administered the Oath of Office to James P. Spering, Board of Supervisors, District 3; John M. Vasquez, Board of Supervisors, District 4; Marc Tonnesen, Assessor/Recorder; Phyllis Taynton, Auditor/Controller; Krishna Abrams, District Attorney; Tom Ferrara, Sheriff/Coroner and Charles Lomeli, Treasurer/Tax Collector/County Clerk.

Chair Vasquez invited the newly sworn in elected officials to make remarks.

RECESS

This meeting of the Solano County Board of Supervisors recessed at 9:49 A.M. to an informal reception at the County Administration Center Foyer, 675 Texas Street, for the newly elected officials and an official Board photo. This meeting of the Solano County Board of Supervisors reconvened at 10:14 A.M. All members were present. Chairwoman Hannigan presided.

PRESENTATIONS

- 3 [19-36](#) Adopt and present a resolution and plaque of appreciation honoring Julia Simone Hardy, Agricultural Commissioner and Sealer of Weights & Measures, upon her retirement from the Solano County Department of Agriculture/Weights & Measures with 31 years of public service in two California counties, including over 10 years of dedicated service to Solano County (Supervisor Thomson)

Attachments: [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

On motion of Supervisor Thomson, seconded by Supervisor Hannigan, the Board adopted and presented Resolution No. 2019-1 and a plaque of appreciation honoring Julia Simone Hardy, Agricultural Commissioner and Sealer of Weights & Measures, upon her retirement from the Solano County Department of Agriculture/Weights & Measures with 31 years of public service in two California counties, including over 10 years of dedicated service to Solano County. So ordered by 5-0 vote.

Enactment No: Resolution 2019-1

- 4 [18-909](#) Approve and present a plaque of appreciation honoring Suzanne Kiesz, Social Services Supervisor, upon her retirement from the Department of Health and Social Services, Division of Child Welfare Services with over 24 years of dedicated public service in child welfare, with 12 years serving in Solano County (Chair Vasquez)

Attachments: [Minute Order](#)

On motion of Supervisor Hannigan, seconded by Supervisor Spering, the Board approved and presented a plaque of appreciation honoring Suzanne Kiesz, Social Services Supervisor, upon her retirement from the Department of Health and Social Services, Division of Child Welfare Services with over 24 years of dedicated public service in child welfare, with 12 years serving in Solano County. So ordered by 5-0 vote.

- 5 [19-19](#) Approve and present a plaque of appreciation honoring Marianne Moresi, Office Assistant II, upon her retirement from the Solano County Department of the Assessor/Recorder with 12 years of dedicated service to Solano County (Supervisor Brown)

Attachments: [Minute Order](#)

On motion of Supervisor Brown, seconded by Supervisor Thompson, the Board approved and presented a plaque of appreciation honoring Marianne Moresi, Office Assistant II, upon her retirement from the Solano County Department of the Assessor/Recorder with 12 years of dedicated service to Solano County. So ordered by 5-0 vote.

- 6 [19-20](#) Receive a presentation from the Assessor/Recorder on the selection of Athena Couvillion for "Employee of the Month" for January 2019
- Attachments:* [Minute Order](#)
- Received**
- 7 [19-35](#) Adopt and present a resolution recognizing Monday January 21, 2019 as Martin Luther King Jr. day in Solano County (Supervisor Brown)
- Attachments:* [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)
- On motion of Supervisor Brown, seconded by Supervisor Thomson, the Board adopted and presented Resolution No. 2019-2 recognizing Monday January 21, 2019 as Martin Luther King Jr. day in Solano County. So ordered by 5-0 vote.**
- Enactment No: Resolution 2019-2**
- 8 [18-903](#) Adopt and present a resolution recognizing the month of January 2019 as National Eligibility Workers Appreciation Month, honoring Solano County's eligibility workers (Supervisor Thomson)
- Attachments:* [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)
- On motion of Supervisor Thomson, seconded by Supervisor Hannigan, the Board adopted and presented Resolution No. 2019-3 recognizing the month of January 2019 as National Eligibility Workers Appreciation Month, honoring Solano County's eligibility workers. So ordered by 5-0 vote.**
- Enactment No: Resolution 2019-3**
- 9 [18-910](#) Adopt and present a resolution recognizing the month of January 2019 as National Slavery and Human Trafficking Prevention Month in Solano County (Supervisor Hannigan)
- Attachments:* [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)
- On motion of Supervisor Hannigan, seconded by Supervisor Brown, the Board adopted and presented Resolution No. 2019-4 recognizing the month of January 2019 as National Slavery and Human Trafficking Prevention Month in Solano County. So ordered by 5-0 vote.**
- Enactment No: Resolution 2019-4**

- 10 [19-11](#) Receive a presentation of the 2018 Annual Report

Attachments: [A - 2018 Annual Report](#)
 [Minute Order](#)

County Administrator Birgitta Corsello introduced the item and presented an overview of the County's 2018 Annual Report, including activities and accomplishments towards the County's goal to Improve Health and Wellbeing.

Chair Vasquez presented an overview of the County's activities and accomplishments towards the goal of Investing In and For the Future and Responsible and Sustainable Land Use.

Ms. Corsello presented an overview of the County's activities and accomplishments towards the goal of Fiscal Responsibility.

Received

REORGANIZATION OF THE BOARD OF SUPERVISORS

- 11 [19-40](#) Consider the following:

- A. Nomination and election of Chair
- B. Nomination and election of Vice-Chair
- C. Nomination and election of Chair Pro Tem
- D. Seating selection at the dais
- E. Presentation to outgoing Chair
- F. Remarks by Supervisors

Attachments: [Minute Order](#)

A. - C. Nomination and election of Chair, Vice-Chair and Chair Pro Tem

Supervisor Vasquez nominated Supervisor Hannigan as Chair and thanked Board members for their faith and trust in him. Supervisor Spering supported the nomination.

Supervisor Thomson made a motion to elect Supervisor Hannigan as the chair, Supervisor Brown as Vice-Chair and Supervisor Vasquez as Chair Pro Tem. Supervisor Brown seconded the motion. Supervisor Hannigan and Supervisor Spering voted no. So ordered by 3-2 vote.

D. Seating selection at the dais

Supervisor Vasquez and Supervisor Hannigan switched chairs.

E. Presentation to outgoing Chair

Chairwoman Hannigan presented Supervisor Vasquez with a plaque of appreciation for his service as Chair for 2018.

F. Remarks by Supervisors

Chairwoman Hannigan thanked her staff and citizens for supporting her.

Supervisor Spering thanked his staff and various department staff for their dedication and work over the last year.

Supervisor Brown commented that she was grateful for there not being any flooding, that the Area Agency on Aging was up and running and for her staff.

Supervisor Thomson thanked Chair Vasquez for assistance on agricultural and water issues, thanked the Board and staff for support on efforts regarding the Twin Tunnels and thanked employees for their work.

ITEMS FROM THE PUBLIC

Chairwoman Hannigan invited members of the public to address the Board on matters not listed on the agenda but within the subject matter jurisdiction of the Board. The following comments were received:

A) Donald Tipton, unincorporated Vallejo, commented on reconsideration of the December 4, 2018 appointment of Jim Spering to Metropolitan Transportation Commission and Chair Vasquez's term as Chair.

County Counsel Dennis Bunting noted that the matter of the appointment would be addressed under Item 25.

B) Brett Louthen, Vacaville, commented in opposition to the Tiny Shelter Project.

C) Raleigh Galgan, Vacaville, commented in support of negotiating for beds for the homeless and of the Tiny Shelter Project.

D) Amber Robitaille, Vacaville, commented in opposition to the Tiny Shelter Project.

E) Gaylene Robitaille, Vacaville, commented in opposition to the Tiny Shelter Project.

F) Maria Quezada, Vacaville, commented in opposition to the Tiny Shelter Project.

G) Daniel Hernandez, Vacaville, commented in opposition to the Tiny Shelter Project.

H) Michael Silva, Vacaville, commented in opposition to the Tiny Shelter Project.

I) Dennis Allen, Fairfield, commented in opposition to the Tiny Shelter Project, the public speaking period and on being fiscally conservative.

J) George Guynn, Jr., Suisun City, commented in opposition to the Tiny Shelter Project, the public speaking period, in opposition to regional government and on reconsideration for the appointment for the Metropolitan Transportation Commission.

K) Danny Wells, Vacaville, commented in support of the Tiny Shelter Project.

Supervisor Thomson commented on the remarks made about the Tiny Shelter Project and provided information on changes that had been made to the project as a result of comments and complaints that had been received about the project.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Supervisor Thomson requested that Item 24 be pulled from the agenda. Chairwoman Hannigan noted that public comment would be taken for the item and then the item would be postponed to the February 5, 2019 meeting.

APPROVAL OF THE AGENDA

On motion of Supervisor Vasquez, seconded by Supervisor Brown, the Board approved the agenda of the Solano County Board of Supervisors for January 8, 2019 as submitted. So ordered by 5-0 vote.

PUBLIC COMMENT ON CONSENT CALENDAR

Chairwoman Hannigan invited members of the public to address the Board on items listed on the Consent Calendar. The following comments were received:

A) Donald Tipton, unincorporated Vallejo, commented on Item 12 regarding the minutes of the Board.

APPROVAL OF THE CONSENT CALENDAR

On motion of Supervisor Vasquez, seconded by Supervisor Thomson, the Board approved the following Consent Calendar items by 5-0 vote.

CONSENT CALENDAR

- 12** [19-59](#) Approve the minutes of the Solano County Board of Supervisors meetings of August 28, September 11, September 25, October 2, and October 23, 2018; and Approve the minutes of the Solano County Housing Authority for October 2, 2018

Attachments: [A - Minutes - August 28, 2018](#)
 [B - Minutes - September 11, 2018](#)
 [C - Minutes - September 25, 2018](#)
 [D - Minutes - October 2, 2018](#)
 [E - Minutes - October 23, 2018](#)
 [F - Minutes - SCHA October 2, 2018](#)
 [08-28-2018 Executed Minutes](#)
 [09-11-2018 Executed Minutes](#)
 [09-25-2018 Executed Minutes](#)
 [10-02-2018 Executed Minutes](#)
 [10-23-2018 Executed Minutes](#)
 [Minute Order](#)

Approved

- 13** [19-25](#) Adopt a resolution amending the Alphabetical Listing of Classes and Salaries to add the new classification of Epidemiologist (Senior) with a monthly salary of \$6,841.16 - \$8,315.48

Attachments: [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019-5

- 14** [19-51](#) Adopt a resolution amending the Alphabetical Listing of Classes and Salaries effective December 30, 2018 by increasing the maximum hourly rate for Contract Employee - Professional and Contract Employee - Technical

Attachments: [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019-6

- 15 [19-18](#) Approve the annual Membership Certification Statement of the Solano County Local Child Care and Development Planning Council

Attachments: [A - Membership Certification Statement](#)
 [Executed Certificate](#)
 [Minute Order](#)

Approved

CRIMINAL JUSTICE

- 16 [19-26](#) Adopt a resolution to amend the List of Numbers and Classifications of Positions to add 1.0 FTE Deputy District Attorney V and delete 1.0 FTE Deputy District Attorney IV through attrition

Attachments: [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019-7

- 17 [18-878](#) Adopt a resolution accepting a California Office of Emergency Services (CalOES) County Victim Services Program (XC) grant in the amount of \$386,749 in 2017 Victims of Crime Act (VOCA) funding for the period of July 1, 2018 through December 31, 2019; Adopt a resolution to amend the List of Numbers in Classifications of positions within the District Attorney's Office to add 2.0 FTE Social Worker II (Limited Term); Approve an Appropriation Transfer Request increasing expenditures by \$135,143, offset by a \$132,265 decrease in Contracted Services and \$2,878 increase in Other Revenue (4/5 vote required); and Authorize the County Administrator to execute a \$25,000 contract amendment with Court Appointed Special Advocates Solano (CASA) for the period of January 1, 2019 through December 31, 2019

Attachments: [A - Grant Amendment Letter](#)
 [B - Grant Modification Letter](#)
 [C - Resolution - Grant](#)
 [D - Resolution - Classification](#)
 [E - CASA Amendment](#)
 [F - Link to Original Contract and Amendment](#)
 [Adopted Resolution 2019-8](#)
 [Adopted Resolution 2019-9](#)
 [CASA Agreement](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019-8 and Resolution 2019-9

MISCELLANEOUS ITEMS

- 18 [19-37](#) Adopt a resolution appointing Anthony Vaccarella, Terrance C. Connolly and Michael D. Lewis as Directors of the Suisun Resource Conservation District for 4 year terms to expire on November 25, 2022
- Attachments:* [A - Resolution](#)
 [B - Applications](#)
 [Adopted Resolution](#)
 [Minute Order](#)
- Adopted**
- Enactment No: Resolution 2019-10**
- 19 [19-38](#) Adopt a resolution appointing Spencer Bei and Eric Schene as Directors of the Dixon Resource Conservation District for 4 year terms to expire on November 25, 2022
- Attachments:* [A - Resolution](#)
 [B - Applications](#)
 [Adopted Resolution](#)
 [Minute Order](#)
- Adopted**
- Enactment No: Resolution 2019-11**
- 20 [19-17](#) Approve the Solano Children's Alliance membership reappointments of Juan Cisneros, Jane Johnson, Guadalupe Lopez, and Maurilio Leon for the terms of January 9, 2019 to January 9, 2023 and the reappointments of Debbie Peralez, Rafael Hernandez-Perez, and Angie Lopez as alternates for the terms of January 9, 2019 to January 9, 2023; and Approve the Solano Children's Alliance membership appointments of Dr. Shandi Fuller, Julie Musto, and Joshua Mallory for the terms of January 9, 2019 to January 9, 2023 and the appointment of alternate Cindy Watson for the term of January 9, 2019 to January 9, 2023
- Attachments:* [A - Membership Roster](#)
 [Minute Order](#)
- Approved**

REGULAR CALENDAR

21

[19-39](#)

Consider adopting a resolution to appoint four of the following five nominees to fill four expired terms as Directors of the Solano Resource Conservation District with terms to expire November 25, 2022: Darrell Hill, John Knowles, Glenda Riddle, Terry Riddle and Kathleen Stutz

Attachments: [A - Resolution](#)
 [B - SRCD Appointment Requests](#)
 [C - Applications](#)
 [Adopted Resolution](#)
 [Minute Order](#)

County Counsel Dennis Bunting provided an overview of the item, noting that the Board needed to make a decision as to which four candidates they would like to appoint to the Solano Resource Conservation District (SRCD) Board of Directors. He noted that Glenda Riddle had submitted a letter to the Board in support of being reappointed.

Chairwoman Hannigan invited members of the public to address the Board on this matter and the following comments were received:

A) John Knowles, applicant, commented on his prior service and willingness to continue to serve on the SRCD.

B) Terry Riddle, applicant, commented on the work and accomplishments of the SRCD Board and his willingness to continue to serve on the SRCD.

Supervisor Sperring noted that both Glenda and Terry Riddle were related and asked if just one of them would reconsider being appointed.

Mr. Riddle advised that both he and Glenda Riddle would like to be reappointed.

Supervisor Thomson commented on the appointments and made a motion to appoint Glenda Riddle, Darrell Hill, John Knowles and Kathleen Stutz.

Supervisor Vasquez commented on the prior service of both Glenda and Terry Riddle and in support of all of the applicants.

Supervisor Brown seconded the motion.

Supervisor Sperring asked if Mr. Riddle would like to serve.

Mr. Riddle noted that he did want to serve.

Supervisor Sperring noted that Mr. Riddle was present and should be appointed.

Supervisor Brown withdrew her comment to second the original motion.

On a substitute motion of Supervisor Spering, seconded by Supervisor Thomson, the Board adopted Resolution No. 2019-12 appointing Terry Riddle, Darrell Hill, John Knowles and Kathleen Stutz to fill four expired terms as Directors of the Solano Resource Conservation District with terms to expire November 25, 2022. Supervisor Vasquez voted no. So ordered by 4-1 vote. (see Resolution Book)

Enactment No: Resolution 2019-12

SPECIAL DISTRICTS GOVERNED BY THE BOARD OF SUPERVISORS

Solano Facilities Corporation:

- 22** [19-29](#) Hold annual meeting of the Board of Directors for the Solano County Facilities Corporation; and Elect new officers for calendar year 2019

Attachments: [A - Schedule of COPs](#)
 [Minute Order](#)

The minutes of the annual meeting of the Board of Directors for the Solano County Facilities Corporation and election of new officers are contained in the Minute Book of the Solano County Facilities Corporation.

East Vallejo Fire Protection District:

- 23** [19-42](#) Confirm selection of President and Vice-President of the East Vallejo Fire Protection District's Board of Directors

Attachments: [Minute Order](#)

On motion of Supervisor Hannigan, seconded by Supervisor Brown, the Board confirmed the selection of Chairwoman Hannigan as President and Supervisor Brown as Vice-President of the East Vallejo Fire Protection District's Board of Directors. So ordered by 5-0 vote.

- 24** [18-912](#) Receive a verbal update on the status of the Solano County Fair Governance Subcommittee comprised of Supervisors Monica Brown and Skip Thomson; and Consider the following recommendations from the subcommittee: 1) Allow the current Fair Management and Operations agreement to expire on January 31, 2020; 2) Direct staff to develop a transition plan for Management and Operations of the Fairgrounds; 3) Direct the establishment of a new management agreement with the Fair Association to only deliver an annual County Fair event; and 4) Affirm that the work and purpose of the Fair Governance Committee has concluded

Attachments: [A - Fair Governance Subcommittee Agendas](#)
 [B - Fairgrounds Management Agreement](#)
 [C - SCFA By-Laws Amended 2015](#)
 [D - Fair Draft Business Plan](#)
 [E - Fair Audit 2016-2017](#)
 [F - Fair Audit Management Memo](#)
 [G - SCFA Strategic Plan](#)
 [Minute Order](#)

Supervisor Thomson noted that he would like to conduct one more meeting to try to make sure that the concerns of the Fair Association were heard.

In response to a question from Supervisor Vasquez, Supervisor Brown advised that she was happy to hear the speakers now or to move the entire item to a future meeting.

Supervisor Vasquez noted that no action was being taken and asked whether comments from today's speakers could be considered by the subcommittee.

Supervisor Brown and Thomson indicated that the comments would be considered.

County Administrator Birgitta Corsello noted that a date needed to be identified for the board item to come back to the Board.

Supervisor Thomson commented in support of making a decision sooner than later and of identifying a date for the item to come back to the Board.

Supervisor Sperring commented in support of identifying a date for the item to come back to the Board and on the need to have a recommendation from the subcommittee. He noted that it was important to bring the matter to conclusion or resolution.

Chairwoman Hannigan noted that January 22nd and February 5th were the next two meetings and noted a need for the item to come back quickly.

Supervisor Thomson advised that the Fair Association had people waiting to use its facilities and made a motion to continue the item to the February 5, 2019 meeting.

Chairwoman Hannigan invited members of the public to address the Board on this matter and the following comments were received:

A) Manual Angel, SCFA Board Member, commented in support of extending the operations agreement with the Fair Association.

B) Mike Browne, Vallejo, commented in support of extending the operations agreement with the Fair Association.

C) Marti Johnson, American Kennel Club, commented in opposition to the

expiration of its agreement with the Fair Association.

D) Kelly Fletcher, Solano County Youth in Agriculture, commented on the importance of the fair to the youth participating with their animals.

E) Carol Paterson, SCFA Board Member, commented on past discussions with the County's subcommittee, work done by the SCFA Board to meet challenges and requests of the Board of Supervisors and concerns about lack of communication between the County and the SCFA.

F) Dennis Yen, SCFA Board Member, commented in support of the Fair Association and advised that uncertainty of the agreement was impacting the Fair Association's ability to do business and on the need for an amicable resolution.

G) Phippen Dew-Costa, Vallejo, commented in support of the Fair Association, in support of collaboration between the City of Vallejo, the County and the Fair Association.

H) Mike Ioakimedes, Fair Association General Manager, commented on concerns about communications between the County and the Fair Association.

Chairwoman Hannigan asked who would coordinate the last meeting between the subcommittee and Mr. Ioakimedes.

Principal Planner James Bezek noted that he would coordinate the meeting between the County subcommittee and Mr. Ioakimedes.

Supervisor Spering advised that the current Fair Association governance structure was not acceptable and commented on the need to address how to better organize the structure of the Fair Association. He noted that he had requested that the Fair Association submit a desired footprint and idea of what buildings should be eliminated but had not received anything. He advised that he was not in support of continuing how it was currently governed and noted that there was a need for various disciplines on the board and a self-evaluation to be conducted by the association of its structure.

Supervisor Vasquez noted that the subcommittee was not recommending that the Fair Association or Fair go away. He then commented on the need to figure out the role of the SCFA and look at a different way to manage the facilities.

Chairwoman Hannigan noted that results of discussions to revise the Fair Association's bylaws were not included in the staff report and that she was looking forward to those recommendations coming forward on February 5th.

Assistant County Administrator noted that the County Board subcommittee was not in agreement on the SCFA's revised bylaws.

Chairwoman Hannigan noted that it was important to have viable fairgrounds

and to tighten the relationship with the SCFA and the strategic plan moving forward.

This item was continued to the February 5, 2019 Board of Supervisors meeting.

25 [19-41](#)

Consider Board of Supervisors' appointments to various boards, commissions and committees for 2019

Attachments: [A - 2019 Board of Supervisors' Requested Appointments](#)
[B - 2018 Board of Supervisors' Appointments](#)
[C - Summary of Board of Supervisors' Committees and 2018 Appointments](#)
[Minute Order](#)

Chairwoman Hannigan noted that Supervisor Thomson had requested to be the primary representative for the Delta Counties Coalition.

Supervisor Vasquez noted that he had taken the primary role on the Delta Counties Coalition and the Delta Protection Commission due to Supervisor Thomson's role in the Delta Stewardship Council.

On motion of Supervisor Vasquez, seconded by Supervisor Thomson, the Board approved the appointment of Supervisor Thomson as the primary and Supervisor Vasquez as the alternate to the Delta Counties Coalition and the Delta Conservancy Board. So ordered by 5-0 vote.

In response to comments from Chairwoman Hannigan, Supervisor Vasquez offered to be appointed to the Law Library Board of Trustees.

On motion of Chairwoman Hannigan, seconded by Supervisor Vasquez, the Board approved the appointment of Supervisor Vasquez to the Law Library Board of Trustees. So ordered by 5-0 vote.

County Counsel Dennis Bunting advised that a letter was received from David Schonberg regarding the Metropolitan Transportation Commission (MTC) appointment and requested that Chair send a letter to the Chair of the City Selection Committee requesting that the committee submit three names for the Board's consideration. He advised that it was premature to remove Supervisor Spering at this point and noted that the Board could take another vote if the committee submitted three names. He then noted that all that was being reported today was that Supervisor Spering was on the MTC board until February.

Supervisor Vasquez asked if the committee was required to submit three names with a priority and what would happen if it couldn't find three names.

Mr. Bunting noted that there were qualifications for the nomination and that the committee should submit three names or note that it couldn't find three names if that were the case.

Chairwoman Hannigan invited members of the public to address the Board on this matter and the following comments were received:

A) George Guynn, Jr., Suisun City, commented on public noticing of City

Selection Committee meetings and Supervisor Spering's comments at an MTC workshop on December 20, 2017.

B) Donald Tipton, unincorporated Vallejo, commented on the need for the East Vallejo Fire Protection District, the Greater Vallejo Recreation District and the Vallejo Sanitation and Flood Control Board to have representatives from unincorporated Vallejo, on the need for color copies of the requested appointments and on his December 4, 2018 remarks about appointments for MTC.

Supervisor Vasquez requested that the Board agendaize consideration of re-activating the Law and Justice Committee. He then commented on the need for discussions about issues concerning the courts, the District Attorney, the Public Defender and the Sheriff's Office.

In response to comments from Supervisor Thomson, Vasquez advised that issues such as how things were going, how operations on both sides of the street needed to be looked at.

Supervisor Thomson commented on his past experience on the subcommittee.

County Administrator Birgitta Corsello advised that she would work with Supervisor Vasquez to develop a list of subject areas. She noted that the reason the committee was deactivated was because of changes in the law that established the Community Corrections Partnership requirements.

It was the consensus of the Board that Chairwoman Hannigan send a letter to the Chair of the Solano County City Selection Committee requesting that the committee submit three names to the Board for consideration of Solano County's appointment to the Metropolitan Transportation Commission. It was noted that the current appointment of Supervisor Spering as the representative for MTC for the term commencing on February 10, 2019 would not be revoked or rescinded at this time and that the Board would consider the appointment again if the committee sent the names.

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

Chairwoman Hannigan invited members of the Board to make comments or reports on meetings. The following comments were received:

A. Supervisor Brown requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Max Edward Browning, an active member of the Fairfield community.

B. Supervisor Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Delores Skinner, an active member of the Vacaville community.

C. Supervisor Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Gary Tatum, an active member of the Vacaville community.

D. Supervisor Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Kathleen Nakatani, an active member of the Vacaville community.

E. Chairwoman Hannigan requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Gregory Smith, an active member of the Vallejo community.

F. Chairwoman Hannigan requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Alex Michael McArthur, an active member of the Vallejo community.

ADJOURN:

This meeting of the Solano County Board of Supervisors adjourned at 1:53 P.M. in memory of Max Edward Browning, Delores Skinner, Gary Tatum, Kathleen Nakatani, Gregory Smith and Alex Michael McArthur. Next meeting of the Solano County Board of Supervisors will be January 22, 2019 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, California.

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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Minutes - Draft 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*

Tuesday, January 22, 2019

8:30 AM

Board of Supervisors Chambers

CALL TO ORDER

The Solano County Board of Supervisors met on the 22nd day of January 2019 in regular session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 8:30 A.M. Present were Supervisors Brown, Spering, Vasquez, Thomson and Chairwoman Hannigan. Chairwoman Hannigan presided. Also present were County Administrator Birgitta E. Corsello and County Counsel Dennis Bunting.

ROLL CALL

Erin Hannigan, Monica Brown, James P. Spering, John M. Vasquez and Skip Thomson

CLOSED SESSION

The Solano County Board of Supervisors recessed to Closed Session at 8:31 A.M. to discuss the following matters:

- 1 [19-99](#) Conference with Legal Counsel - Potential Litigation: One case

Attachments: [A - Memorandum](#)
 [Minute Order](#)

RECONVENE

This meeting of the Solano County Board of Supervisors reconvened at 9:00 A.M. All members were present and Chairwoman Hannigan presided.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

County Counsel Dennis Bunting announced that by unanimous vote, the Board had authorized County Counsel to enter into negotiations for execution of a retention agreement with Shute Mihaly for legal services to the Airport Land Use Commission and potentially to Solano County in connection with Sacramento Municipal Utility District's proposed Solano 4 Wind project.

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

This meeting of the Solano County Board of Supervisors continued with the Salute to the Flag and a Moment of Silence.

PRESENTATIONS

- 2 [19-65](#) Adopt and present a resolution and plaque of appreciation honoring Sergeant John Arabia upon his retirement from the Sheriff's Office with over 29 years of dedicated public service to Solano County (Supervisor Thomson)

Attachments: [A - Resolution](#)
 [Executed Resolution](#)
 [Minute Order](#)

On motion of Supervisor Spering, seconded by Supervisor Brown, the Board adopted and presented Resolution No. 2019-13 honoring Sergeant John Arabia upon his retirement from the Sheriff's Office with over 29 years of dedicated public service to Solano County. So ordered by 5-0 vote. (See Resolution Book)

Enactment No: Resolution 2019-13

- 3 [19-46](#) Adopt and present a resolution and plaque of appreciation honoring Gabriela Stumbaugh, Administrative Secretary, upon her retirement from the Department of Health and Social Services, Public Health Division with over 24 years of dedicated public service to Solano County (Supervisor Brown)

Attachments: [A - Resolution](#)
 [Executed Resolution](#)
 [Minute Order](#)

On motion of Supervisor Brown, seconded by Supervisor Thomson, the Board adopted and presented Resolution No. 2019-14 honoring Gabriela Stumbaugh, Administrative Secretary, upon her retirement from the Department of Health and Social Services, Public Health Division with over 24 years of dedicated public service to Solano County. So ordered by 5-0 vote. (See Resolution Book)

Enactment No: Resolution 2019-14

- 4 [19-28](#) Approve and present a plaque of appreciation honoring Nazlin Huerta, Senior Health Services Manager, upon her retirement from the Department of Health and Social Services, Public Health Division with over 10 years of dedicated public service to Solano County (Supervisor Vasquez)

Attachments: [Minute Order](#)

On motion of Chairwoman Hannigan, seconded by Supervisor Spering, the Board approved and presented a plaque of appreciation honoring Nazlin Huerta, Senior Health Services Manager, upon her retirement from the Department of Health and Social Services, Public Health Division with over 10 years of dedicated public service to Solano County. So ordered by 5-0 vote.

- 5 [19-94](#) Adopt and present a resolution recognizing Gary Gottschall, 60th Operations Group Deputy Commander, Travis Air Force Base, for his outstanding service and contributions to Solano County (Supervisor Spering)

Attachments: [A - Resolution](#)

On motion of Supervisor Spering, seconded by Supervisor Thomson, the Board adopted and presented Resolution No. 2019-15 recognizing Gary Gottschall, 60th Operations Group Deputy Commander, Travis Air Force Base, for his outstanding service and contributions to Solano County. So ordered by 5-0 vote. (See Resolution Book)

Enactment No: Resolution 2019-15

- 6 [19-66](#) Adopt and present a resolution honoring the past and present volunteers of the Vacaville Visitation Care Center upon the center's tenth anniversary of providing a safe place for Solano County families to have their court-ordered supervised visitation and custody exchanges facilitated (Supervisor Vasquez)

Attachments: [A - Resolution](#)
 [Executed Resolution](#)
 [Minute Order](#)

On motion of Supervisor Vasquez, seconded by Supervisor Spering, the Board adopted and presented Resolution No. 2019-16 honoring the past and present volunteers of the Vacaville Visitation Care Center upon the center's tenth anniversary of providing a safe place for Solano County families to have their court-ordered supervised visitation and custody exchanges facilitated. So ordered by 5-0 vote. (See Resolution Book)

Enactment No: Resolution 2019-16

- 7 [18-905](#) Adopt and present a resolution recognizing the Month of February 2019 as Civil Grand Jury Awareness Month in Solano County (Supervisor Brown)

Attachments: [A - Resolution](#)
 [Minute Order](#)

On motion of Supervisor Brown, seconded by Supervisor Thomson, the Board adopted and presented Resolution No. 2019-17 recognizing the Month of February 2019 as Civil Grand Jury Awareness Month in Solano County. So ordered by 5-0 vote. (See Resolution Book)

Enactment No: Resolution 2019-17

ITEMS FROM THE PUBLIC

Chairwoman Hannigan invited members of the public to address the Board on matters not listed on the agenda but within the subject matter jurisdiction of the Board. The following comments were received:

A) Linda Privatte, Vacaville, provided an update on the status of her brother, Mark Rippee.

B) Judy Calpo, Rio Vista, commented on the need for reappointments to the Senior Coalition.

C) Gaylene Robitaille, Vacaville, commented in opposition to the Tiny Shed Project.

D) Amber Robitaille, Vacaville, commented in opposition to the Tiny Shed Project.

E) George Guynn, Jr., Suisun City, commented on the Solano County City Selection Committee's nominations for the appointment to the Metropolitan Transportation Commission.

In response to a question from Supervisor Vasquez, County Counsel Dennis Bunting noted that the Solano County City Selection Committee was a separate public entity and that the chair of the committee had called for a special meeting to address the nominations to the Metropolitan Transportation Committee. He noted that every city was notified of the meeting and that there had been no Brown Act violations. He advised that the committee had sent its nominations to the Board for consideration.

Chief Deputy Clerk Jeanette Neiger noted for the record that she had left Mr. Guynn a voicemail the Friday prior to the committee's meeting to let him know the date, time and location of the meeting.

Supervisor Thomson commented on the remarks made by Ms. Robitaille concerning the Tiny Shed Project and noted that it was difficult to address concerns if the speaker was not willing to sit down and discuss them.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There were no additions to or deletions from the Solano County Board of Supervisors' agenda for January 22, 2019.

APPROVAL OF THE AGENDA

On motion of Supervisor Vasquez, seconded by Supervisor Brown, the Board approved the agenda of the Solano County Board of Supervisors for January 22, 2019 as submitted. So ordered by 5-0 vote.

PUBLIC COMMENT ON CONSENT CALENDAR

Chairwoman Hannigan invited members of the public to address the Board on items listed on the Consent Calendar. There was no public comment.

APPROVAL OF THE CONSENT CALENDAR

On motion of Supervisor Vasquez, seconded by Supervisor Thomson, the Board approved the following Consent Calendar items by 5-0 vote.

CONSENT CALENDAR

- 8 [19-27](#) Authorize the County's contribution of \$5,000 from the General Fund contribution allocated to District 4 to benefit Vacaville Heritage Council (\$1,500), Pena adobe Historical Society (\$500), Cub Scouts Pack 484 (\$1,000), the Sudie M. Smith Scholarship (\$250), Families Helping Families (\$250) and Sacramento Valley Honor Guard (\$1,500)

Attachments: [Minute Order](#)

Approved

- 9 [19-91](#) Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors

Attachments: [A - Appointment List](#)
 [Minute Order](#)

Received and Filed

- 10 [19-92](#) Approve the minutes of the Solano County Board of Supervisors meetings of November 6, November 13, December 4 and December 11, 2018

Attachments: [A - Minutes - November 6, 2018](#)
 [B - Minutes - November 13, 2018](#)
 [C - Minutes - December 4, 2018](#)
 [D - Minutes - December 11, 2018](#)
 [Executed Minutes 11-06-18](#)
 [Executed Minutes 11-13-18](#)
 [Executed Minutes 12-04-18](#)
 [Executed Minutes 12-11-18](#)
 [Minute Order](#)

Approved

- 11 [19-69](#) Adopt a resolution to amend the Alphabetical Listing of Classes and Salaries to establish monthly salaries for two class titles designated as confidential employees of \$3,368.12 - \$4,135.16 for Legal Procedures Clerk (Entry) and \$3,967.52 - \$4,930.66 for Legal Procedures Clerk (Senior) effective January 27, 2019

Attachments: [A - Resolution](#)
 [Executed Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019-18

- 12 [19-61](#) Accept the Quarterly Review of the Statement of Assets of the Solano County Treasury as of September 30, 2018

Attachments: [A - Treasury Review Report Q1](#)
 [Minute Order](#)

Accepted

- 13 [19-48](#) Adopt a resolution amending the List of Numbers and Classifications of Positions to delete a limited term 1.0 Full-Time Equivalent (FTE) Office Assistant II and add a limited term 1.0 FTE Accounting Clerk II in the Treasurer - Tax Collector - County Clerk Tax Collection Division

Attachments: [A - Resolution](#)
 [Executed Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019-19

- 14 [19-87](#) Approve a plaque of appreciation honoring Donna Vestal, Information Technology Analyst IV, upon her retirement from the Solano County Department of Information Technology with over 13 years of dedicated service to Solano County

Attachments: [Minute Order](#)

Approved

- 15 [19-82](#) Authorize the County Administrator to submit a letter to the California Government Operations Agency, California Complete Count-Census 2020 to opt-in to a County-Optional Outreach Agreement (Outreach Agreement); Adopt a resolution authorizing the County Administrator, or designee, to enter into the Outreach Agreement to use \$145,572 in State funds allocated to Solano County to conduct outreach activities to promote participation in the 2020 Census; and Authorize the County Administrator to execute other agreements and contracts necessary to implement activities associated with the Outreach Agreement and state funding

Attachments: [A - Resolution](#)
 [B - Opt-in Letter](#)
 [C -Census 2020: County Package](#)
 [Executed Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019-20

MISCELLANEOUS ITEMS

- 16 [19-75](#) Approve the reappointment of Jenalee Dawson to the Solano Partnership Against Violence, representing District 3, for a term to expire on December 31, 2021

Attachments: [Minute Order](#)

Approved

- 17 [19-73](#) Approve the reappointment of Christina Baird to the Solano Partnership Against Violence, representing District 5, for a term to expire on December 31, 2020

Attachments: [Minute Order](#)

Approved

- 18 [19-74](#) Approve the reappointment of Kelly Rhoads-Poston to the Solano County Planning Commission, representing District 3, for a term to expire January 31, 2023

Attachments: [Minute Order](#)

Approved

- 19 [19-71](#) Approve the appointment of Harold Martin (Business Pilot Member) and the reappointment of Mike Hedrick (Recreational Pilot Member) to the Nut Tree Airport Advisory Committee, for terms to expire on June 30, 2023

Attachments: [A - NTA Advisory Committee Roster](#)
 [Minute Order](#)

Approved

- 20 [19-10](#) Approve the appointment of Rachelle Jackson to the Solano County Mental Health Advisory Board for a term to expire on January 22, 2022

Attachments: [Minute Order](#)

Approved

- 21 [19-15](#) Approve the reappointment of Sandra Lee as a member-at-large to the Solano Partnership Against Violence (SPAV) Advisory Board for a 3 year term to expire on January 22, 2022: and Approve the reappointment of Tiffani Thomas and Cora Young as members-at-large to the SPAV Advisory Board for 2 year terms to expire on January 22, 2021

Attachments: [Minute Order](#)

Approved

REGULAR CALENDAR

- 22 [19-83](#) Consider setting April 30, 2019 as a special Board meeting for an Agricultural Tour focusing on soil, water and agriculture sustainability

Attachments: [A - Ag Tour Draft Agenda](#)
 [Minute Order](#)

Interim Agricultural Commissioner/Sealer of Weights and Measures Jose Arriaga provided an overview of the item.

Mr. Arriaga noted that the Agricultural Tour would be from 8 AM to 2 PM and would be open to the public.

In response to comments from Supervisor Vasquez, Mr. Arriaga noted that Consulting Plant and Soils Scientist Dave Kelly and Resource Management would be leading the conversation on the watershed part of the tour.

Supervisor Vasquez requested that the Solano County Water Agency be included to provide an overview of the watershed and the work being done on water matters.

Supervisor Thomson noted that it was a good idea and that he was looking forward to the tour.

On motion of Supervisor Vasquez, seconded by Supervisor Brown, the Board set April 30, 2019 as a special Board meeting for an Agricultural Tour focusing on soil, water and agriculture sustainability. So ordered by 5-0 vote.

23

[19-44](#)

Receive a presentation from Partnership HealthPlan of California (PHC), Solano County's managed care plan that administers Medi-Cal benefits through local care providers to ensure members have access to high-quality, comprehensive, cost-effective health care

Attachments: [A - Link to PHC Presentation](#)
 [Minute Order](#)

Director of Health and Social Services Gerald Huber introduced the item.

Chief Executive Officer Liz Gibboney provided an overview of Partnership HealthPlan of California (PHC).

In response to a question from Supervisor Thomson, Ms. Gibboney noted that providing housing assistance to PHC members was a business decision that was a lower cost alternative to paying for inpatient care when that type of care was not needed.

In response to a question from Supervisor Vasquez, Ms. Gibboney noted that the \$4.9 million invested by PHC into housing assistance was from a buildup of reserves over time with the rollout of the Affordable Care Act and advised that housing assistance was a more cost-effective alternative.

In response to a question and comments from Supervisor Vasquez, Ms. Gibboney advised that the PHC Board met every other month and that the meetings were open to the public. Ms. Gibboney noted that it was up to each county to determine who sat on the Board from its county.

In response to questions from Supervisor Spering, Ms. Gibboney advised that funds were divided on a pro rata formula and then put through an RFP process to provide funds to organizations that served lower income and provided coordination of services. She noted that CAP Solano would be convening the RFP process in Solano County. She then advised that the majority of those served by the PHC grants would be PHC members.

Supervisor Spering commented on the slowness of getting funds out to the programs.

In response to questions from Supervisor Spering, Ms. Gibboney provided information on transportation assistance services that were coordinated by PHC and its partners. She advised that there was a need for more transportation assistance in rural areas where there was a lack of public transportation.

Supervisor Spering commented on the need for PHC to explore pooling resources to meet the transportation needs.

Ms. Gibboney noted that PHC was open to looking into this further.

In response to a question from Supervisor Spering, Ms. Gibboney noted that the assistance provided by PHC was focused on providing assistance to PHC members.

In response to a question from Chairwoman Hannigan, Ms. Gibboney noted that the number of no-shows for appointments continued to be an issue and challenge.

Mr. Huber noted that there were some creative ideas being looked at to resolve the issues of transportation needs.

Chairwoman Hannigan commented on the need for individuals to be able to get to their appointments to get services and to conduct a study to find the reasons why they were not getting to the appointments.

Ms. Gibboney noted that tele-video appointments were an option for patients.

Supervisor Thomson noted that approximately \$32 million was spent on emergency room frequent fliers and asked if there were any updates on this issue.

Ms. Gibboney noted that she would provide an update on this number to Mr. Huber to share with the Board.

Supervisor Thomson asked if there was coordination between emergency rooms and PHC to connect the patient with a primary care physician.

Ms. Gibboney noted that hospitals were working closely with counties to ensure that patients received assessment for medical eligibility and follow on assignment to a physician. She then provided information on the quality access incentive for physicians.

In response to a question from Supervisor Thomson relating to transportation for patients, Ms. Gibboney noted that the goal was to have the patient assigned to a primary care physician in that patient's resident city unless the patient chose one in a different location. She advised that she could share data on where care was being utilized in comparison to residences.

Supervisor Thomson advised that he would have his staff reach out to Ms. Gibboney on this data.

In response to questions from Supervisor Vasquez, Deputy Director of Health and Social Services Tonya Nowakowski provided information on CAP Solano's efforts to provide funding to community providers for creation of affordable housing. She noted that Vallejo had property on Sacramento Street that already had an engaged builder. She advised that each jurisdiction, developer or community based organization had individuals plans and proposals that were being reviewed.

Supervisor Vasquez noted that results were needed and asked when an update would come back from cities and CAP Solano.

Ms. Nowakowski advised that this issue would be discussed at the next CAP Solano meeting on January 31st.

Mr. Huber advised that things were starting to move forward and that it took a lot of time for policy and practices to come together on this issue.

Chairwoman Hannigan thanked the presenters.

Supervisor Spering thanked NorthBay Vice-President of Public Affairs Steve Huddleston and Mr. Huber for their efforts on the issue.

Received

24

18-891

Consider approval of 2 initial agreements with Shelter Solano, Inc.: a Contribution Agreement to provide housing and other services for individuals and families experiencing homelessness for a period of 10 years, and a Start-up Match Funding Agreement for up to \$270,000, beginning February 1, 2019 through January 31, 2020, to provide housing and other services for individuals and families experiencing homelessness; Authorize the County Administrative Officer to execute the Contribution and Start-up Match Funding Agreements and delegate authority to the County Administrator to execute any amendments to these agreements necessary to effect the intent of this item; and Approve an Appropriations Transfer Request for \$270,000 to transfer revenue from the Mental Health Reserve (4/5 vote required) (Continued from the December 11, 2018 meeting)

Attachments: [A - Minute Order](#)
 [B - Contribution Agreement](#)
 [C - Start Up Match Funding Agreement](#)
 [Executed Agreement 1](#)
 [Executed Agreement 2](#)
 [Minute Order](#)

Principal Management Analyst Debbie Vaughn introduced the item.

In response to a question from Chairwoman Hannigan, Chief Executive Officer of Shelter Solano John Eckstrom advised that the Fairfield City Council had voted 4-1 to approve the lease, with Councilmember Moy opposed and that the council had then voted 5-0 to approve funding.

Ms. Vaughn provided an overview of the initial agreements with Shelter Solano, Inc.

In response to questions from Supervisor Vasquez, Ms. Vaughn noted that the original note still outstanding on the shelter was approximately \$654,000. She advised that the new operator was asked to provide one bed per night, every year for ten years. She noted that under the \$270,000 start-up finding, the new operator had also agreed to provide two bed days per night for the first year.

Supervisor Thomson advised that this was a bad deal for the County and taxpayers. He commented on a concern about the nightly bed cost provided to him from Mr. Eckstrom previously, noting that he had provided a cost between \$85 to \$100 which did not match the bed cost of \$180 being shown in the proposal. He then commented that he also been advised by Mr. Eckstrom that clients would come with resources and that the shelter not an emergency shelter. He noted concerns that the scope of work indicated emergency shelter access and that there was a question as to whether an individual would be held back from the shelter until it was determined whether they had resources already.

Mr. Eckstrom noted that the other jurisdictions were contributing funds but not getting beds. He advised that an emergency shelter was different from a drop-in shelter and provided information on the different levels of services for the shelter.

Supervisor Thomson asked if an average homeless person had to have resources to qualify them for the shelter.

Mr. Eckstrom advised that coordinated entry was used when someone first comes to the shelter to determine where the individual needed to be placed. He then provided information on the tier levels of support.

In response to a question from Supervisor Thomson concerning who paid for the homeless individual's shelter costs, Mr. Eckstrom noted that some cities were applying for federal funding and that there was a mix of funding being worked with. He noted that roughly 95% of funding was typically federally funded and advised that county and cities had to apply for this funding through the continuum of care process.

Supervisor Thomson noted that Mission Solano had not accepted government funding which was one of the reasons it failed.

In response to a question from Supervisor Thomson, Mr. Eckstrom advised that approximately 20% of the Shelter Solano, Inc.'s revenue would be from fundraising and noted that it was working to secure foundation funding for startup costs. He noted that Shelter Solano received about 10% of its revenue from mental health funding.

Supervisor Thomson advised that \$180 a night for one bed was too much.

Chairwoman Hannigan noted that there were two different funding items before the Board for Shelter Solano. She commented that many city councils and the county have been agonizing over the homeless issue and have been relying on shelters from religious organizations to help. She noted that federal and local funding was playing into the new model coming forward and that the concern was the number of bed nights being proposed.

In response to a question from Chairwoman Hannigan, Mr. Eckstrom advised that the capacity of the shelter was 160 but that it was authorized to hold 208.

County Administrator Birgitta Corsello provided information on the startup funding, noting that it was cash and that the other \$700,000 was a lien from the prior operator. She then provided information on the agreements noting that it was a modest ask of one bed initially to ensure that the shelter was successful. She noted that research had found that successful shelters had more governmental funding. She then provided information on the past model for the shelter and the need to come up with a structure in which to assist individuals into getting in a sustainable opportunity.

Chairwoman Hannigan invited members of the public to address the Board on this matter and the following comments were received:

A) Amber Robitaille, Vacaville, commented on the item, on the cost of the agreements, noted a need for the shelter to look at how to help those homeless with pets and for there to be reporting requirements on the use of the funds for the shelter.

B) Gaylene Robitaille, Vacaville, commented in support of Shelter Solano, on the cost of the agreements, the need for strict oversight of the shelter and for communication of the needs of the shelter at community forums.

C) George Guynn, Jr., Suisun City, commented on past remarks made concerning Mission Solano, tax money use, non-profit use of funding and in opposition to the item.

D) Maria Guevara, Vallejo, commented in support of additional beds for Solano County, looking at other options, noted that no one was calling her back when calling the shelter and on the need to take a more stringent look at the needs of the community.

Chairwoman Hannigan commented on the need for multiple plans to address homelessness.

Mr. Eckstrom noted that Shelter Solano had not yet taken over the operation of the Bridge to Life Center and therefore was not the current operator.

E) Brenda Crawford, Vallejo, commented that the number of beds was out of balance with the needs of Solano County, on her experience working with Shelter Inc. in Contra Costa County, and in opposition to using out of county providers.

Supervisor Spering commented that the County had made several loans to Mission Solano in the past that were never met and noted that Mission Solano failed because of its unwillingness to change. He advised that he was supportive of two beds as all the other beds were being provided to residents of Solano County. He commented on the good track record and well-handled financial records of Shelter Inc. and noted that this was an important opportunity to have a strong relationship between the County and its seven cities. Lastly, he noted that the \$700,000 was from prior Board actions and advised that he was supportive of moving forward on this matter.

Chairwoman Hannigan commented on the need for a solid solution for the issue. She then asked about oversight of the shelter.

Mr. Eckstrom provided an overview of the oversight of the shelter, noting that Sheldon Oil was the property owner and that many things had to be adapted to conform to requirements on the property owner. He advised that there was oversight on every contract that Shelter Inc. had in both a financial perspective as well as programmatic perspective.

Supervisor Vasquez commented on the need to look at the concerns being expressed and on the need to move forward in partnership with the cities.

Supervisor Thomson commented on partnerships between the County and cities and the need for the political will to move things forward successfully. He then made a motion to amend the contract to include 3 beds for the entire 10 years. Supervisor Brown seconded the motion.

In response to a question from Supervisor Spering, Mr. Eckstrom advised that he could do the calculations to look at whether 3 beds would be workable.

In response to a question from Supervisor Vasquez, Mr. Eckstrom advised that he would need to look at several things, including the cost of respite beds which were \$130 a night. He noted that Shelter Inc. had participated in a number of presentations and forums within the county. He noted that there was no cash for the ten years and that the \$270,000 startup would be expended by June 30th and that the three beds should be tied to that funding.

In response to a question from Supervisor Spering, Ms. Vaughn advised that providing 3 beds for 10 years would generate a difference of \$660,000 that Shelter Solano would need to come up with.

Ms. Corsello advised that the \$700,000 was a prior lien and was not cash being provided. She provided information on the past operator's lien and loan from the County, noting that the discussion was now about getting value as opposed to getting a revenue stream. She advised that it was important to not put a financial burden on a new operator and that it was not fair to negotiate the number of beds at the dais. She asked that the Board return this to staff and let them work the numbers first.

Mr. Eckstrom noted that Shelter Inc. had already invested \$100,000 out of pocket to keep Mission Solano alive, which did not count the time its staff had participated in meetings with cities and the community.

Supervisor Spering made a substitute motion to amend his prior motion to include 2 beds instead of one. He then commented on the importance of moving forward.

Supervisor Thomson advised that there needed to be more fine tuning before he could support the recommendations. He noted that there were too many questions around the number of beds, the rates, who was going to be allowed, whether it was for drop-in service emergency sheltering, etc. He noted that he was willing to talk to Mr. Eckstrom outside of the chamber about this but would be voting no at this time.

Supervisor Vasquez clarified that Supervisor Thomson was asking for 3 beds for 10 years and that Supervisor Spering was asking for 2 beds for 10 years and 2 beds for one year. He noted that the conflict was how many beds for 10 years and asked if the actions could be bifurcated.

County Counsel Dennis Bunting advised that the item could be tabled so that staff and the vendor could discuss this and then bring it back.

Ms. Corsello suggested splitting the item in order to move forward on the issue of the matching funds as the County had issued a challenge to the cities to contribute initial funding.

Chair Hannigan advised that the Board could vote on agreement for \$270,000 first and allow time for Mr. Eckstrom and staff to come back regarding the number of beds and the other questions from the Board members.

Mr. Eckstrom advised that there was the issue of the loan and the startup funding.

Chair Hannigan advised that the agenda item dealt with just the startup funding.

Supervisor Vasquez commented that there needed to be a clear message on the County's commitment when speaking with the cities.

Mr. Eckstrom asked if the Board was agreeing to the 2 beds for the one year under the \$270,000 agreement.

Supervisor Thomson commented in support of \$270, 000 for startup, which was 0.02 percent of the annual budget.

Supervisor Vasquez clarified that the motion was to support the 2 beds for one year for \$270,000.

In response to comments from Mr. Eckstrom, Supervisor Thomson advised that he was not ready to agree to 3 beds before talking to Mr. Eckstrom and seeing the numbers.

Supervisor Vasquez advised that the Board would be sending back the request for 3 beds to Mr. Eckstrom and staff to look at those numbers.

Supervisor Spering asked what the downside would be to delay to look at the option of 3 beds.

Ms. Vaughn advised that the downside was the timing and potential delay of when Shelter Solano would take over.

Supervisor Spering noted that the debt was still there no matter what and asked if this issue could be brought back in the next one or two meetings.

Deputy County Counsel Bernadette Curry advised that the original debt was with Mission Solano and that Shelter Inc. did not want to take on that debt. She provided information on the negotiations with Shelter Inc. and the history of the current lien on the property. She advised that Shelter Inc. had accepted an obligation that they did not create and advised that the County would still maintain the deed of trust against improvements.

Chair Hannigan noted that there would be more opportunities to secure additional beds in the future.

Supervisor Thomson noted that the Debt Advisory Committee had advised against making the original loan to Mission Solano and that something needed to be worked out by the next meeting. He noted that he needed to go over the issues with Mr. Eckstrom.

Supervisor Spering made a motion to continue the rest of the item to the next Board meeting.

Ms. Curry commented on the importance of ensuring protection of the County's interest with regards to the deed of trust. She noted that there was a need to clarify whether time was of the essence on the rest of this item. She suggested taking a break to look at this.

Chairwoman Hannigan asked if Mr. Eckstrom can stay and look at this and then come back at 2 PM.

Mr. Eckstrom advised that he could come back and noted that Mission Solano had run out of money and would have to close until Shelter Inc. could open the doors again.

Mr. Bunting advised that the Board did not meet again until February 5th.

Chairwoman Hannigan noted that there was a 2 PM item already and it was the concurrence of the Board that the remainder of the item concerning the contribution agreement come back to be discussed at 1:45 PM.

On motion of Supervisor Vasquez, seconded by Supervisor Thomson, the Board approved a Start-up Match Funding Agreement with Shelter Solano, Inc. for up to \$270,000, beginning February 1, 2019 through January 31, 2020, to provide housing and other services for individuals and families experiencing homelessness; Authorized the County Administrative Officer to execute the Start-up Match Funding Agreement; Delegated authority to the County Administrator to execute any amendments to this agreement necessary to effect the intent of this item; and Approved an Appropriations Transfer Request for \$270,000 to transfer revenue from the Mental Health Reserve. So ordered by 5-0 vote.

25 [19-72](#)

Approve an agreement with Shelter Solano, Inc., upon concurrence of County Counsel, for up to \$700,000 to provide temporary housing, shelter and related services for persons with persistent mental illness for the period of February 1, 2019 through June 30, 2019; Approve an Appropriations Transfer Request in the amount of \$700,000 with \$200,000 in revenue from the Homeless Mentally Ill Offender Treatment State grant and \$500,000 in revenue from the Mental Health Services Act restricted reserve; and Authorize the County Administrator to execute the agreement and any subsequent amendments that are within budgeted appropriations (4/5 vote required)

Attachments: [A - Agreement](#)
 [Minute Order](#)

Director of Health and Social Services Gerald Huber introduced the item.

Deputy Director of Health and Social Services - Behavioral Health Sandra Sinz provided an overview of the item.

Supervisor Vasquez commented on the services that the funding provided.

Supervisor Thomson commented on mental health dollars available to eligible homeless individuals.

Chief Executive Officer of Shelter Solano John Eckstrom advised that Mission Solano didn't have money coming in and only had enough funds to get through January. He noted that Shelter Inc. was poised to hire the employees of Mission Solano that were currently working there on February 1st.

Mr. Huber noted that the County did not have a contract yet in place with Shelter Solano.

Chairwoman Hannigan invited members of the public to address the Board on this matter and the following comments were received:

A) Gaylene Robitaille, Vacaville, commented on levels of mental illness that would be accepted at the shelter, whether there would be a qualified trained mental health person on site to assist, and whether there would be security on the site.

B) Demetra Stall-Nash, Vallejo, commented on the need for a place for the homeless to go and on a lack of communication between the community and the shelter.

Ms. Sinz noted that the contract would serve clients that were currently at the shelter and those that were coming into the shelter. She advised that those coming in would be assessed to identify other resources that could help them in addition to shelter.

Mr. Eckstrom noted that the state defined an emergency shelter as a place people could live for up to 6 months. He then commented on the success record of Shelter Inc. and its experience assisting the homeless. He advised that the plan for Shelter Solano included security on site, that is would be a closed campus and that staff would be trained in security procedures. He then noted that discussions had already taken place with Fairfield Police Department as well.

Supervisor Vasquez made a motion to approve the agreement. Supervisor Brown seconded the motion.

In response to questions from Supervisor Thomson regarding the scope of work, Mr. Eckstrom advised that individuals referred in to the shelter could stay up to 6 months. Ms. Sinz noted that staff met weekly with treatment to review cases where someone needed a higher level of care. She then provided information on the challenge of finding someone after a referral had been made for them. She noted that a timely response to the referral was needed in the contract in case there was a need for a quick response. Mr. Eckstrom noted that Shelter Inc. did review referrals for appropriateness and provided an example of a recent referral that had not been appropriate. Lastly, Ms. Sinz advised that the bed rate for this contract was approximately \$86.

On motion of Supervisor Vasquez, seconded by Supervisor Brown, the Board approved an agreement with Shelter Solano, Inc., upon concurrence of County Counsel, for up to \$700,000 to provide temporary housing, shelter and related services for persons with persistent mental illness for the period of February 1, 2019 through June 30, 2019; Approved an Appropriations Transfer Request in the amount of \$700,000 with \$200,000 in revenue from the Homeless Mentally Ill Offender Treatment State grant and \$500,000 in revenue from the Mental Health Services Act restricted reserve; and Authorized the County Administrator to execute the agreement and any subsequent amendments that are within budgeted appropriations. So ordered by 5-0 vote.

26 **19-58**

Adopt 3 resolutions for participation in the No Place Like Home program to receive the noncompetitive allocation of \$1,711,136 and apply for one competitive grant in collaboration with MidPen Housing developer for up to \$3,400,000, for a total project application of up to \$5.1 million to acquire, design, construct, rehabilitate, or preserve permanent supportive housing for persons who are experiencing homelessness, chronic or risk of chronic homelessness, or who are in need of mental health service; and Authorize the County Administrator to sign and execute all necessary documents and certifications associated with the noncompetitive allocation and the competitive grant application

Attachments: [A - Resolution \(Competitive\)](#)
[B - Resolution \(Non-Competitive\)](#)
[C - Resolution \(Non-Competitive\)](#)
[D - NPLH Presentation](#)
[Executed Resolution 2019-21](#)
[Executed Resolution 2019-22](#)
[Executed Resolution 2019-23](#)
[Executed Certificate](#)
[Minute Order](#)

Supervisor Brown commented that there was no downside to this item.

On motion of Supervisor Brown, seconded by Supervisor Spering, the Board adopted Resolution No. 2019-21 through Resolution 2019-23 for participation in the No Place Like Home program to receive the noncompetitive allocation of \$1,711,136 and apply for one competitive grant in collaboration with MidPen Housing developer for up to \$3,400,000, for a total project application of up to \$5.1 million to acquire, design, construct, rehabilitate, or preserve permanent supportive housing for persons who are experiencing homelessness, chronic or risk of chronic homelessness, or who are in need of mental health service; and Authorized the County Administrator to sign and execute all necessary documents and certifications associated with the noncompetitive allocation and the competitive grant application So ordered by 5-0 vote. (see Resolution Book)

Supervisor Thomson clarified that the reason that MidPen was being recommended was because it was further along and that the two Eden programs would be coming in the future.

Adopted

Enactment No: Resolution 2019-21 through Resolution 2019-23

27

[19-64](#)

Receive an update on the Napa Solano Area Agency on Aging; Approve the Area Agency on Aging Oversight Board requested changes to the Oversight Board bylaws; Authorize the County Administrative Officer to execute contract amendments with current providers to distribute remaining Area Agency on Aging funds through June 30, 2019; and Approve 2 Appropriations Transfer Requests, one for \$83,579 of unanticipated Supplemental Nutrition Assistance Program-Education services federal revenue, and the other for \$132,549 to reclassify appropriations and transfer revenue to the Area Agency on Aging from the Mental Health Reserve (4/5 vote required)

Attachments: [A - Oversight Board Bylaws \(Redlined\)](#)
 [B - Oversight Board Bylaws \(Final\)](#)
 [Minute Order](#)

Health Services Administrator for Older and Disabled Adult Services Joyce Goodwin introduced Elaine Clark as the Project Manager for the Area Agency on Aging.

Public Health Officer Dr. Matyas provided an overview of the item.

In response to a question from Supervisor Vasquez, Dr. Matyas noted that the bylaws for the oversight board would ultimately have to be approved by the Napa and Solano County Board of Supervisors.

Supervisor Brown noted that the 30 day review was to give the public a chance to weigh in on the bylaws.

Chairwoman Hannigan invited members of the public to address the Board on this matter and the following comments were received:

A) Brenda Crawford, Vallejo, commented on concerns about a lack of diversity in the oversight board, the drop-in center in the Marina Towers Senior Housing Project, distribution of funds to providers without oversight from the public and a need for a phone number to be listed on the website.

In response to a question from Chairwoman Hannigan, Dr. Matyas noted that the oversight board meetings are noticed per the Brown Act and open to the public. He then provided information on the funding process for vendors during and after the emergency period. He noted that the drop-in center in Vallejo received funds through foundation funding that were not available. He advised that staff was hopeful that a drop-in service would be included in future service contracts and noted that the website did have a phone number.

B) Pastor Dawn Roginski, Vallejo, commented on the need to look at term limits and diversity for board members, more outreach to communities of color, and asked that it be a more open process when the non-emergency funding period took place.

Dr. Matyas noted that it would be an open and competitive process, that there were term limits in the bylaws and that there was a need for more outreach into communities of color to identify members for the oversight board and advisory council. He advised that race and ethnicity diversity was a requirement for the advisory council.

On motion of Supervisor Vasquez, seconded by Supervisor Brown, the Board received an update on the Napa Solano Area Agency on Aging; Approved the Area Agency on Aging Oversight Board requested changes to the Oversight Board bylaws; Authorized the County Administrative Officer to execute contract amendments with current providers to distribute remaining Area Agency on Aging funds through June 30, 2019; and Approved 2 Appropriations Transfer Requests, one for \$83,579 of unanticipated Supplemental Nutrition Assistance Program-Education services federal revenue, and the other for \$132,549 to reclassify appropriations and transfer revenue to the Area Agency on Aging from the Mental Health Reserve. So ordered by 5-0 vote.

In response to comments from Supervisor Vasquez concerning Senior Coalition appointments, Ms. Corsello confirmed that the role of the Senior Coalition was being looked at to see where the coalition would better fit in with the Area Agency on Aging.

On motion of Supervisor Vasquez, seconded by Supervisor Brown, the Board received an update on the Napa Solano Area Agency on Aging; Approved the Area Agency on Aging Oversight Board requested changes to the Oversight Board bylaws; Authorized the County Administrative Officer to execute contract amendments with current providers to distribute remaining Area Agency on Aging funds through June 30, 2019; and Approved 2 Appropriations Transfer Requests, one for \$83,579 of unanticipated Supplemental Nutrition Assistance Program-Education services federal revenue, and the other for \$132,549 to reclassify appropriations and transfer revenue to the Area Agency on Aging from the Mental Health Reserve. So ordered by 5-0 vote.

28

[19-50](#)

Receive a presentation from the staff of the Department of Health and Social Services on behalf of the Mental Health Advisory Board; Consider implementation of Assisted Outpatient Treatment, commonly known as "Laura's Law," in Solano County; and Adopt a resolution authorizing implementation of Assisted Outpatient Treatment and certifying a commitment that no voluntary mental health services for adults, and no children's mental health program, will be reduced as a result

Attachments: [A - Resolution](#)
[B - Laura's Law Regulations](#)
[C - DHCS Laura's Law Report](#)
[Executed Resolution](#)
[Minute Order](#)

Director of Health and Social Services Gerald Huber introduced the item.

Deputy Director of Health and Social Services - Behavioral Health Sandra Sinz provided an overview of the item.

In response to questions from Chairwoman Hannigan and Supervisor Vasquez, Ms. Sinz noted that a 72 hour hold and subsequent hold time was per admission, meaning that if a person was discharged then they would have to start over again. She noted that an attending in-patient psychologist could sign a petition for conservatorship to begin that process. She advised that not all 5150 cases were reported but that there were hundreds that were reported.

In response to a question from Chairwoman Hannigan, Ms. Sinz noted that the cost for a public defender for an individual under Assisted Outpatient Treatment would come out of the General Fund. County Counsel Dennis Bunting noted that the person must be supplied with a Public Defender and the cost really depended on that individual's resources.

Mr. Huber recommended that the Board approve a pilot implementation of the program to ensure that there was enough time for evaluation to take place.

Supervisor Brown thanked NAMI, the Chair of the Mental Health Advisory Board and in support of the item.

In response to comments from Supervisor Vasquez, Mr. Huber noted that the concept was not new and that this was bringing the concept to judges and families. He advised that it would be vetted in the current context of the department's program.

In response to questions from Supervisor Vasquez, Ms. Sinz noted that the concept was brought forward as a result of stakeholders' timing and at the urging of Supervisor Brown. She noted that no one from the courts or law enforcement was present.

Supervisor Vasquez advised that he would have rather seen this come forward at budget hearings so that other partners had a chance to analyze this.

Mental Health Manager - Adult Specialty Services Dr. Kate Grammy commented on the program, noting that it would help prevent some individuals from being conserved and would hopefully reduce what could be a traumatizing setting for some individuals.

In response to a question from Supervisor Vasquez, Ms. Sinz noted that a statewide report of what other counties were doing was in the agenda item and that she could send it to him. She noted that pushback on civil rights had made it difficult for counties to implement the program.

Chairwoman Hannigan commented that it was likely a misunderstanding of the law, that it had a narrow aspect and was not a magic pill to solve all the issues.

Chairwoman Hannigan invited members of the public to address the Board on this matter and the following comments were received:

A) Juanita Pena, NAMI Solano County, commented in support of implementing Laura's Law.

Chairwoman Hannigan advised that the question was whether Laura's Law would it help families who are managing a loved one's mental health need and noted that it did not create more beds or psychiatrists.

Ms. Sinz noted that an LPS conserved individual may not need LPS if Laura's Law were in place.

B) Hazel Bright, Benicia, commented in support of implementing Laura's Law.

C) Leslie Mora, Vacaville, commented in support of implementing Laura's Law.

D) Brenda Crawford, Vallejo, commented in support of implementing Laura's Law.

E) Linda Privatte, Vacaville, commented in support of implementing Laura's Law and advised that it would not help in her brother's case.

Supervisor Brown made a motion to approve the recommendation of a pilot implementation for the next two years in order to have Laura's Law in Solano County. Supervisor Thomson seconded the motion.

Supervisor Vasquez made a substitute motion to bring the item back at budget hearings so that departments that had been involved could tell the Board how it would work for them and what impacts it would have on the departments. Supervisor Spering seconded the motion.

Supervisor Brown commented that there had been unanimous commitment from the Public Defender, Health and Social Services, the Sheriff, and the courts when they had met previously and asked what the date would be.

Supervisor Vasquez advised that it would be during the June budget hearings.

Supervisor Brown commented that the costs could be handled by the department now.

Supervisor Vasquez noted that it was unknown as to the impacts on the courts, sheriff or other departments. He noted that the other departments and the courts were not present to give their input.

F) Heather Venizio, Chair of the Mental Health Advisory Board, commented in support of implementing Laura's Law as soon as possible.

Supervisor Thomson commented that this was one of those issues that could be absorbed by the department's budget now. He recommended approving the item and then revisiting it at budget hearings.

Supervisor Vasquez asked for clarification on the direction from Supervisor Thomson.

Supervisor Thomson recommended that the Board approve the recommendation and have the departments be ready to talk about it at budget hearings.

In response to a question from Chairwoman Hannigan, Ms. Sinz advised that it would take approximately four weeks to get everything ready.

Mr. Huber advised that the department could bring the program back at the Midyear Budget report to evaluate aspects of the budget and asked that the Board approve the concept of moving forward with Laura's Law.

Supervisor Vasquez removed his substitute motion.

Chairwoman Hannigan commented that she was willing to look at it for 2 years and hoped that it worked for those that need it.

On motion of Supervisor Brown, seconded by Supervisor Thomson, the Board approved a 2 year pilot project implementation for Assisted Outpatient Treatment, commonly known as "Laura's Law," in Solano County, with the direction that discussion be placed on the agenda for the upcoming budget hearings to discuss impacts on program partners; and Adopted Resolution No. 2019-24 authorizing implementation of Assisted Outpatient Treatment and certifying a commitment that no voluntary mental health services for adults, and no children's mental health program, will be reduced as a result. So ordered by 5-0 vote. (see Resolution Book)

Adopted

Enactment No: Resolution 2019-24

RECESS

This meeting of the Solano County Board of Supervisors recessed at 1:31 P.M. and reconvened at 1:50 P.M. All members were present and Chairwoman Hannigan presided.

24

[18-891](#)

Consider approval of 2 initial agreements with Shelter Solano, Inc.: a Contribution Agreement to provide housing and other services for individuals and families experiencing homelessness for a period of 10 years, and a Start-up Match Funding Agreement for up to \$270,000, beginning February 1, 2019 through January 31, 2020, to provide housing and other services for individuals and families experiencing homelessness; Authorize the County Administrative Officer to execute the Contribution and Start-up Match Funding Agreements and delegate authority to the County Administrator to execute any amendments to these agreements necessary to effect the intent of this item; and Approve an Appropriations Transfer Request for \$270,000 to transfer revenue from the Mental Health Reserve (4/5 vote required) (Continued from the December 11, 2018 meeting)

Attachments: [A - Minute Order](#)
 [B - Contribution Agreement](#)
 [C - Start Up Match Funding Agreement](#)
 [Executed Agreement 1](#)
 [Executed Agreement 2](#)
 [Minute Order](#)

(Continuation of item to discuss the contribution agreement)

In response to a question from Chairwoman Hannigan, County Counsel Dennis Bunting advised that the item for discussion was a contract and just needed a majority vote to pass.

In response to a question from Supervisor Spering, Supervisor Thomson advised that he could not locate Mr. Eckstrom and was not able to meet with him during the recess.

Supervisor Spering, Mr. Eckstrom commented on determining the costs of the contract and noted that Shelter Inc. didn't want to assume any obligations for the prior loan. He advised that the negotiations were for 1 bed and not 2.

Supervisor Spering commented on the options the Board faced and advised that the burden placed on this property killed any future projects and would result in the future need to forgive the loan. He advised that the burden should not be placed on Shelter Solano and noted that this is an opportunity not to be squandered.

Supervisor Thomson commented in opposition to the contract due to what he felt was a lack of good faith on the part of Mr. Eckstrom not being willing to meet with him during the break.

On motion of Supervisor Spering, seconded by Supervisor Vasquez, the Board approved a Contribution Agreement to provide housing and other services for individuals and families experiencing homelessness for a period of 10 years; Authorized the County Administrative Officer to execute the Contribution Agreement; and Delegated authority to the County Administrator to execute any amendments to this agreement necessary to effect the intent of this item. Supervisor Brown and Supervisor Thomson voted no. So ordered by 3-2 vote.

2:00 P.M.

29

[19-84](#)

Conduct a noticed Public Hearing to consider Zone Text Amendment No. ZT-17-02 of Rowland Family Properties; Adopt an ordinance proposing to amend Chapter 28 of the Solano County Code relating to museum and library by allowing such uses on all properties located in the ATC-NC zoning district located south of the intersection of Abernathy and Suisun Parkway, north of the City of Fairfield, APN's: 0027-510-170, 180, 140, 240, 270, 310 and 340; and Adopt the Mitigated Negative Declaration for the project

Attachments: [A - ATC-NC Map](#)
 [B - Ordinance](#)
 [C - Agriculture Tourist Center](#)
 [D - LU-8 Desired Uses in Suisun Valley](#)
 [E - Table 28-23A Suisun Valley Ag Districts](#)
 [F - 28-73.30 Public Assembly Uses](#)
 [G - ZT 17-02 U-17-06 PC Resolution](#)
 [H - Planning Commission Staff Report](#)
 [I - December 20, 2018 PC Minutes \(draft\)](#)
 [J - ZT-17-02 Initial Study Negative Declaration](#)
 [K - Agriculture Advisory Committee Letter](#)
 [L - AAC minutes Dec 12 2018](#)
 [M - Notice of Public Hearing](#)
 [Executed Ordinance](#)
 [Minute Order](#)

Director of Resource Management Bill Emlen introduced the item.

Planning Program Manager Mike Yankovich provided an overview of Zone Text Amendment No. ZT-17-02 of Rowland Family Properties.

Mr. Emlen noted correspondence from the Agricultural Advisory Committee. He advised that he and Mr. Yankovich had had a subsequent discussion with the committee that was positive.

In response to a question from Supervisor Thomson, Mr. Yankovich provided information on Zone Text Amendments and why they were used.

County Counsel Dennis Bunting advised that a Zone Text Amendment was used for the pet crematorium near Travis Air Force Base.

In response to comments from Supervisor Brown, Mr. Yankovich advised that the applicant was looking at possibly moving the armory museum to the Nut Tree in Vacaville in the future. He advised that future use of the property beyond the museum use would have to be looked at by City of Fairfield. He advised that staff was trying to work with the applicant to bring them up to compliance. Mr. Emlen noted that the applicant has been cooperative in working with staff.

On motion of Chairwoman Hannigan, seconded by Supervisor Vasquez, the Board approved reading the proposed ordinance amending Chapter 28 of the Solano County Code relating to museums and libraries, and providing for such uses in the ATC-NC zoning district (ZT-17-02) by title only and waived further reading by a majority vote. So ordered by 5-0 vote.

Jeff Litman, American Armory General Manager, provided information on the proposed use of the property for the armory museum.

Chairwoman Hannigan commented on the proposed fundraiser, noting that it would include live vehicle demonstrations and host 600 people. She asked whether a car license qualified an individual to drive a tank.

Mr. Litman noted that the museum had a safety regimen in place for this and that the event would more than likely be held at the Nut Tree to accommodate the event and the number of participants. He advised that the public was separated from the moving vehicles by a security fence and that all drivers had radio communications.

Supervisor Vasquez commented in support of staff looking at these areas where small parcels that weren't agriculturally viable anymore could have different uses. He noted that it was a good example of how defense of the nation protected the ability to farm.

On motion of Supervisor Spering, seconded by Supervisor Vasquez, the Board adopted Ordinance No. 2019-1803, an ordinance amending Chapter 28 of the Solano County Code relating to museums and libraries, and providing for such uses in the ATC-NC zoning district (ZT-17-02); and Adopted the Mitigated Negative Declaration for the project. Supervisor Brown voted no. So ordered by 4-1 vote.

Enactment No: Ordinance 2019-1803

30 [19-93](#)

Receive a presentation from District 2 on a request to establish an Independent Redistricting Commission as contained in law under California Elections Code Div. 21, Chapter 9 (EC § 23000-23004) amended by SB 1108 (Allen) Local Redistricting Commissions in 2016 and further amended by SB 1018 (Allen) Elections: state and local reapportionment in 2018

Attachments: [A - CA Elections Code - Redistricting](#)
 [B - 2011 Redistricting Demographics](#)

District 2 Board Aide Stephen Hallett introduced the item.

Common Cause Attorney Nick Heidorn provided an overview of the item.

Supervisor Vasquez asked if there was anything wrong with the current districts.

Mr. Heidorn advised that there was a better process that could be used.

Chairwoman Hannigan advised that the Assembly redistricting had not been positive for Solano County, noting that the County had three different Assembly Members that didn't represent the same constituency.

Chairwoman Hannigan invited members of the public to address the Board on this matter and the following comments were received:

A) Andrea Slater, Vallejo, commented in support of establishing an Independent Redistricting Commission.

B) Robert McConnell, Vallejo, commented in support of establishing an Independent Redistricting Commission.

Supervisor Spering commented on past redistricting and the open and transparent processes that were involved. He advised that to imply that it was not transparent was incorrect. He then commented that he did not want to give up authority over his district and constituents. He noted that he was hoping that part of the presentation would include how to make what was done in the past stronger. He advised that he liked the advisory aspect of the item, but that he wanted to be involved in what happened in his district and how the lines were drawn. He recommended that the ultimate decision be kept with the Board.

Mr. Heidorn advised that he was coming to the Board as an expert in local redistricting and not on what happened in Solano County. He noted that part of the goal was to ensure that transparency stayed in place.

Supervisor Vasquez commented on past process of redistricting and noted that there was a great deal of transparency in 2001 and 2011. Advised that it was unfair to characterize the process by using examples of what was done by other places.

Mr. Hallett noted that the Board choosing a commission was not allowed by law.

C) Helen Grieco, Field Organizer for Common Cause, commented in support of establishing an Independent Redistricting Commission.

Supervisor Brown commented on the public's involvement working on the redistricting in Vallejo and in support of a hybrid process for an Independent Redistricting Commission.

Supervisor Thomson commented on past redistricting, noting that the redistricting process in 2011 was very transparent. He noted that the best candidate would win despite what the district looked like. He advised that citizens want an independent commission drawing the lines for districts and that they should be obliged.

Chairwoman Hannigan commented on the 2011 redistricting process and advised that she did not see much changing for the boundaries of District 1. She commented in favor of public participation but noted that she was not ready to establish an Independent Redistricting Commission. She noted that she would like to have robust participation throughout the county when the redistricting process happened in two years.

Supervisor Vasquez advised that the July 6, 2011 agenda packet contained all of the outreach conducted for community workshops, as well as the emails and comments from residents, showing that it was a very robust and transparent process.

Supervisor Sperring thanked Common Cause for the presentation and reiterated that the last redistricting process was very transparent. He commented on the need to perhaps revisit how engage groups and do the public outreach. He noted that he was not supportive of establishing an Independent Redistricting Commission and that he did not want to relinquish his authority to approve the final plan.

Supervisor Brown noted the importance of having night and weekend meetings for this process. She then commented on the need to ensure that there was public input and to avoid what had happened to former Board member Barbara Kondylis when she had to move because of redistricting.

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

Chairwoman Hannigan invited members of the Board to make comments or reports on meetings. The following comments were received:

A. Supervisor Thomson requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Jack Victor Liberati.

B. Chairwoman Hannigan requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Philip E. Kukuza, an active member of the Vallejo community.

C. Chairwoman Hannigan requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Ernest A. Aguada, an active member of the Vallejo community.

D. Chairwoman Hannigan requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Janelle Kay Stevens an active member of the Vallejo community.

ADJOURN:

This meeting of the Solano County Board of Supervisors adjourned at 3:04 P.M. in memory of Jack Victor Liberati, Philip E. Kukuza, Ernest A. Aguada and Janelle Kay Stevens. Next meeting of the Solano County Board of Supervisors will be February 5, 2019 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, California.

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

675 Texas Street
Fairfield, California 94533
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Minutes - Draft 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*

Tuesday, February 5, 2019

8:30 AM

Board of Supervisors Chambers

CALL TO ORDER

The Solano County Board of Supervisors met on the 5th day of February 2019 in regular session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 8:30 A.M. Present were Supervisors Brown, Spering, Vasquez, Thomson and Chairwoman Hannigan. Also present were County Administrator Birgitta Corsello and County Counsel Dennis Bunting.

ROLL CALL

Erin Hannigan, Monica Brown, James P. Spering, John M. Vasquez and Skip Thomson

CLOSED SESSION

The Solano County Board of Supervisors recessed to Closed Session at 8:31 A.M. to discuss the following matters:

1 **19-121** Public Employee Performance Evaluation: County Administrator and County Counsel

Conference with Real Property Negotiators: Property: APNs: 0129-210-040, 0129-210-100, 0129-210-110, East Monte Vista Avenue, Vacaville; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Megan Greve, General Services Director and Dave Daly, Nut Tree Airport Manager; Negotiating parties: Mark Heavey and Karl Higgins; Under negotiation: Price and terms

Attachments: [A - Memorandum](#)

RECONVENE

This meeting of the Solano County Board of Supervisors reconvened at 9:04 A.M. All members were present and Chairwoman Hannigan presided.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

County Counsel Dennis Bunting advised that there were no reports from Closed Session.

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

This meeting of the Solano County Board of Supervisors continued with the Salute to the Flag and a Moment of Silence.

PRESENTATIONS

- 2 [19-95](#) Adopt and present a resolution and plaque of appreciation honoring Undersheriff Gary T. Elliott Jr. upon his retirement from the Sheriff's Office with 30 years of dedicated public service to Solano County (Supervisor Vasquez)

Attachments: [A - Resolution](#)
 [Executed Resolution](#)
 [Minute Order](#)

On motion of Supervisor Vasquez, seconded by Supervisor Spering, the Board adopted and presented Resolution No. 2019-25 honoring Undersheriff Gary T. Elliot Jr. upon his retirement from the Sheriff's Office with 30 years of dedicated public service to Solano County. So ordered by 5-0 vote. (See Resolution Book)

Enactment No: Resolution 2019-25

- 3 [19-57](#) Approve and present a plaque of appreciation honoring Rollie Piltzer, Mental Health Clinician (Licensed), upon her retirement from the Department of Health & Social Services, Behavioral Health Division with over 18 years of dedicated public service to Solano County (Supervisor Brown)

Attachments: [Minute Order](#)

On motion of Supervisor Brown, seconded by Supervisor Thomson, the Board approved and presented a plaque of appreciation honoring Rollie Piltzer, Mental Health Clinician (Licensed), upon her retirement from the Department of Health & Social Services, Behavioral Health Division with over 18 years of dedicated public service to Solano County. So ordered by 5-0 vote.

- 4 [19-110](#) Adopt and present a resolution recognizing February 2019 as Black History Month in Solano County (Supervisor Brown)

Attachments: [A - Resolution](#)
 [B - 2019 Black History Month Theme](#)
 [Executed Resolution](#)
 [Minute Order](#)

On motion of Supervisor Sperling, seconded by Supervisor Thomson, the Board adopted and presented Resolution No. 2019-26 recognizing February 2019 as Black History Month in Solano County. So ordered by 5-0 vote. (See Resolution Book)

Enactment No: Resolution 2019-26

ITEMS FROM THE PUBLIC

Chairwoman Hannigan invited members of the public to address the Board on matters not listed on the agenda but within the subject matter jurisdiction of the Board. The following comments were received:

A) Nancy Huston, Assistant County Administrator, introduced new Chief Information Officer and Registrar of Voters Tim Flanagan.

B) George Guynn, Jr., Suisun City, commented on the Metropolitan Transportation Commission.

C) Donald Tipton, unincorporated Vallejo, commented on redistricting.

D) Dennis Allen, Fairfield, commented on Proposition 64 and voter confidence.

E) Amber Robitaille, Vacaville, commented in opposition to the Tiny Shed Project.

F) Terry Fernandez, Vacaville, commented in opposition to the Tiny Shed Project.

G) Gaylene Robitaille, Vacaville, commented in opposition to the Tiny Shed Project.

H) Jason Bezis, Lafayette, commented on the need for reform for the Solano County City Selection Committee.

I) Sandra DeGeorge, Vacaville, commented on the Rural North Vacaville Water District.

County Administrator Birgitta Corsello noted that the Rural North Vacaville Water District was an independent entity.

J) Rebecca Hintz, Vacaville, commented on dog breeding.

K) Maria Quezada, Vacaville, commented in opposition to the Tiny Shed Project.

Supervisor Thomson announced that the Tiny Shed Project had just received a donation of \$25,000 for the project from an anonymous donor. He advised that he welcomed sitting down with the residents to discuss the project.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There were no additions to or deletions from the Solano County Board of Supervisors' agenda for February 5, 2019

APPROVAL OF THE AGENDA

On motion of Supervisor Vasquez, seconded by Supervisor Spering, the Board approved the agenda of the Solano County Board of Supervisors for February 5, 2019 as submitted. So ordered by 5-0 vote.

PUBLIC COMMENT ON CONSENT CALENDAR

Chairwoman Hannigan invited members of the public to address the Board on items listed on the Consent Calendar. The following comments were received:

A) Donald Tipton, unincorporated Vallejo, commented on Items 8-11 regarding retirements from the County.

Chairwoman Hannigan advised that some employees did not want to be publicly recognized.

APPROVAL OF THE CONSENT CALENDAR

On motion of Supervisor Vasquez, seconded by Supervisor Spering, the Board approved the following Consent Calendar items by 5-0 vote.

CONSENT CALENDAR

- 5** **[19-77](#)** Adopt a resolution authorizing the Treasurer-Tax Collector-County Clerk to hold a sale of tax-defaulted property at a Chapter 7 (Public Auction) sale via the Internet within 180 days of Board approval

Attachments: [A - Resolution](#)
 [B - Parcel List](#)
 [Executed Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019-27

- 6 [19-98](#) Accept the Solano County Treasurer's Quarterly Report for the period of October 1, 2018 through December 31, 2018

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

Accepted

- 7 [19-67](#) Approve the Registrar of Voters' billing of \$698,128 in reimbursable costs for election services provided to school districts participating in the November 6, 2018 General Election as required by Education Code §5421; and Authorize the Registrar of Voters to recognize the revenue from these jurisdictions

Attachments: [A - Solano County BOE](#)
 [B - Yolo County BOE](#)
 [C - Solano CC](#)
 [D - San Joaquin Delta CC](#)
 [E - Benicia USD](#)
 [F - Davis USD](#)
 [G - Dixon USD](#)
 [H - Fairfield Suisun USD](#)
 [I - River Delta USD](#)
 [J - Travis USD](#)
 [K - Vacaville USD](#)
 [L - Vallejo USD](#)
 [M - Winters USD](#)
 [N - Cost Allocation Methodology](#)
 [Minute Order](#)

Approved

- 8 [19-54](#) Adopt a resolution and plaque of appreciation honoring Arvis Seale, Office Assistant III, upon her retirement from the Department of Health and Social Services, Employment and Eligibility Division, with over 35 years of dedicated public service to Solano County

Attachments: [A - Resolution](#)
 [Executed Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019-28

- 9 [19-52](#) Adopt a resolution and plaque of appreciation honoring Charlene Baker, Special Programs Supervisor, upon her retirement from the Department of Health and Social Services, Employment & Eligibility Services Division with over 25 years of dedicated service to Solano County (Chairwoman Hannigan)

Attachments: [A - Resolution](#)
 [Executed Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019-29

- 10 [19-62](#) Adopt a resolution and plaque of appreciation honoring Lynn Toveg, Mental Health Clinician (Licensed), upon her retirement from the Department of Health & Social Services, Behavioral Health Division, with over 20 years of dedicated public service to Solano County

Attachments: [A - Resolution](#)
 [Executed Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019-30

- 11 [19-53](#) Approve a plaque of appreciation honoring Sandra L. Fulps, Office Assistant III, upon her retirement from the Department of Health and Social Services, Employment and Eligibility Services Division with over 17 years of dedicated public service to Solano County

Attachments: [Minute Order](#)

Approved

MISCELLANEOUS ITEMS

- 12 [19-109](#) Consider the reappointment of Marcy Savala as a Trustee on the Silveyville Cemetery District, representing District 4, for a 4 year term to expire on February 5, 2023

Attachments: [Minute Order](#)

Approved

REGULAR CALENDAR

OTHER

- 14 [19-124](#) Receive a presentation from California State University Maritime Academy (CSU Maritime Academy) regarding their expansion plans
- Attachments:* [A - Presentation](#)
 [Minute Order](#)
- Vice President of Academic Affairs/Provost for California State University Maritime Academy (Academy) Susan Opp introduced the item.*
Vice President of Administration and Finance Franz Lozano and provided an overview of the Academy and its expansion plans.
Chairwoman Hannigan thanked the speakers for their presentation.
- Received**
- 13 [19-107](#) Conduct a Public Hearing to consider the Workforce Development Board of Solano County Local Workforce Plan revisions; and Approve the proposed Workforce Local Plan revisions, including newly negotiated WIOA performance measures
- Attachments:* [A - Solano Local Plan Revisions](#)
 [B - State Negotiated Measures](#)
 [C - Solano Past Negotiated Measures](#)
 [D - Local Plan Attachment - CalFresh](#)
 [E - Local Plan Attachment - Child Support](#)
 [F - Local Plan Attachment - Competitive Integrated Employment](#)
 [G - Local Plan Attachment - ELL and Foreign Born](#)
 [H - Presentation](#)
 [Minute Order](#)
- Workforce Development Board (WDB) Executive Director Heather Henry introduced the item.*
- WDB Planning and Industry Liaison Coordinator Brian Hooker and Ms. Henry provided an overview of the Solano County Local Workforce Plan.*
- In response to a question from Chairwoman Hannigan, Ms. Henry provided information on the WDB definition of sanctuary sites, noting that some stakeholders felt safer going to faith based or school sites they considered to be a sanctuary from retribution as opposed to going to a government building.*
- Chairwoman Hannigan opened the public hearing. There were no public speakers.*
- Supervisor Vasquez thanked Ms. Henry for all of her work.*
- Mr. Booker advised that the local plan was available on the WDB's website.*

Chairwoman Hannigan commented on the importance of the work being done and for everyone to feel like they have a place and employment opportunities. She then commented on the number of individuals on CalFresh that had a job but didn't make enough to feed their families.

Supervisor Vasquez thanked the WDB for their efforts to give those in the child support system the ability to work with the state to modify their plans and become employed.

On motion of Supervisor Thomson, seconded by Supervisor Vasquez, the Board conducted a Public Hearing to consider the Workforce Development Board of Solano County Local Workforce Plan revisions; and Approved the proposed Workforce Local Plan revisions, including newly negotiated WIOA performance measures. So ordered by 5-0 vote.

15

[19-97](#)

Consider the appointment of a Solano County representative to the Metropolitan Transportation Commission for a 4 year term to commence on February 10, 2019, to be selected from the Solano County City Selection Committee's nominations of James P. Spering, Harry T. Price and Bob Sampayan

Attachments: [A - Solano County City Selection Committee Draft Minutes](#)
[Minute Order](#)

Chairwoman Hannigan invited members of the public to address the Board on this matter and the following comments were received:

A) Donald Tipton, unincorporated Vallejo, commented on the selection process of the nominations for the appointment.

B) Jason Bezis, Bay Area Transportation Working Group, commented on the selection process of the nominations for the appointment.

C) George Guynn, Jr., Suisun City, commented on the selection process of the nominations for the appointment.

D) David Shipley, Vallejo, commented on declines in traffic as a result of tolls, Highway 37 future plans and the need for a Vallejo representative on the Metropolitan Transportation Commission.

Chairwoman Hannigan commented on the passage of Regional Measure 3. She then commented on the advantage of having Supervisor Spering on the MTC due to his experience, understanding of the processes and advocacy for roads and transportation. She advised that she was in support of Supervisor Spering as the appointment.

Supervisor Vasquez advised that he would second the appointment of Supervisor Spering. He commented on commuters and noted that competition for transportation funding was difficult as Solano County was not a self-help county. He noted that Supervisor Spering was the best person for the appointment.

Supervisor Thomson commented in support of Supervisor Spering, noting the need to have someone like him that understands how the system works and who was able to take a broader look.

Supervisor Spering advised that he respected the comments that had been made and noted that Solano County received \$2.5 billion from the two recent measures that resulted in two bridges being replaced. He then commented on the improvements to Interstate 80 and the benefits of those for commuters.

On motion of Chairwoman Hannigan, seconded by Supervisor Vasquez, the Board considered the appointment of a Solano County representative to the Metropolitan Transportation Commission for a 4 year term to commence on February 10, 2019 from the Solano County City Selection Committee's nominations of James P. Spering, Harry T. Price and Bob Sampayan; and Appointed James P. Spering to be the representative. Supervisor Brown voted no. So ordered by 4-1 vote.

16

[19-119](#)

Receive a verbal update on the status of the Solano County Fair Governance Subcommittee comprised of Supervisors Monica Brown and Skip Thomson; Receive a presentation from the Fair Manager; Receive comments from the County Auditor/Controller and County Administrator's Office Staff; Consider the recommendations of the subcommittee; and Consider directing staff to issue a Request for Proposals for Management and Operation services for the Fairgrounds

Attachments: [A - Fair Governance Subcommittee Agendas](#)
[B - Fairgrounds Management Agreement](#)
[C - SCFA By-Laws Amended 2015](#)
[D - Draft By-Laws Revision January 2019](#)
[E - SCFA Draft Business Plan](#)
[F - SCFA Draft Business Plan Revisions](#)
[G - SCFA Audit 2016-2017](#)
[H - SCFA Audit Management Memo](#)
[I - SCFA Audit Management Memo Addendum](#)
[J - SCFA Strategic Plan](#)
[Minute Order](#)

Supervisor Brown noted that the annual fair was not going away and that the County would still be required to put on a fair and conducting Ag Day. She then commented on an audit of the Fair Association, noting that the continual deficits and pension liabilities needed to be addressed, as well as facility assessments, needs and costs, financial reporting methods and a needed business plan that would show how the association could continue. She advised that the Fair Governance Subcommittee was recommending that the current agreement expire and county staff work on a transition plan.

Supervisor Thomson agreed with Supervisor Brown's comments and noted that it was a hard decision to make the recommendation. He advised that there was no easy way out and that the recommendation was a way to address deficits of the fair. He advised that things could not continue on the path they were and that the County did not have the \$750,000 to keep subsidizing the fair.

Principal Management Analyst James Bezek provided an overview of the agenda item noting that ending year round events was not part of the item.

Supervisor Vasquez noted that the County owned the property, made the appointments and was now looking for someone to manage the property itself. He advised that the Fair Association should manage the property in the end if they met the requirements, however he noted that the current contract should be allowed to expire so that the County could renegotiate with direction from the Board on what needed to be done differently.

Mr. Bezek commented on the subcommittee's recommendation, noting that it separated the provision of the annual fair and Ag Day from the operations and maintenance of the fairgrounds.

Fair Manager Mike Ioakimedes provided a handout of documents to the Board and then presented an overview of recent changes to the Fair Association business model.

Supervisor Sperring commented on the importance of hearing from Mr. Ioakimedes in response to the subcommittee's recommendation, why it was not a good idea and how change would be brought about at the Fair Association.

Supervisor Vasquez commented that .33 funds were not the Fair Association's funds and that the funds went to the General Fund.

Auditor-Controller Phyllis Taynton noted that the County used .33 funds to offset the costs for services from County Counsel, the Auditor and other general services that the County provided to the fair.

Mr. Ioakimedes provided information in response to the Auditor-Controller Management memorandum regarding cash flow issues and pension and payroll related liabilities.

In response to a question from Chairwoman Hannigan, Mr. Ioakimedes noted that the association's payroll included approximately \$149,000 a year for current CalPERS liabilities.

Mr. Ioakimedes continued to provide information in response to the Auditor/Controller Management memorandum.

In response to a question from Supervisor Vasquez, Mr. Ioakimedes noted that horseracing was not possible at the fairgrounds.

Supervisor Hannigan commented on the need for a modern accounting method to allow the association to better manage employee counts and costs charged. She noted that audits have shown a decline in revenues and that the association had dug into its reserve fund until it was gone. She commented on the lack of understanding of what was happening and noted the need for activities to keep happening at the fairgrounds as the Solano360 project moved forward.

Mr. Ioakimedes advised that he came from a career of self-employment and that he managed the association the same way. He noted that it was very apparent that the old set of books were not true management and advised that it would take some time to fully change everything.

Ms. Taynton provided an overview of the audit findings regarding the association's reporting structure, management reports, the 2019 budget of the association and its compliance with CalPERS reporting requirements. She then provided additional information regarding her observations of the submitted 2019 association budget.

In response to questions from Chairwoman Hannigan, Ms. Taynton provided information on financial reporting by the association.

In response to questions from Supervisor Brown, Ms. Taynton noted that the association was required to maintain the buildings under the contract. She then noted that a different source of revenue would need to be found to cover costs if the County's funding was taken away.

Ms. Huston noted that many of the ground leases were directly with the County and that the money from them was passed along to the fair.

Supervisor Vasquez noted that the fairground buildings were in a state of repair and the need to be able to reconcile past actions that led to the deterioration of the fairgrounds. He commented on past discussions about cost centers and pension liability of the association.

Chairwoman Hannigan invited members of the public to address the Board on this matter and the following comments were received:

A) Julie Knell, Welsh Springer Spaniel Club of America, commented in support of dog shows at the fairgrounds.

B) Cyndy Pace, Fairfield, commented in support of dog shows at the fairgrounds.

Supervisor Sperling noted that the agenda item and discussion was not about eliminating the dog shows but was about who would manage the events.

C) Robert Miller, American Kennel Club, commented in support of dog shows at the fairgrounds.

D) Sheryl Sindt, Vallejo, commented in support of dog shows at the fairgrounds and in support of fixing financial issues for the fair.

E) Lori Jackson, Vallejo, commented in support of dog shows at the fairgrounds.

F) James Cooper, President/CEO of the Vallejo Chamber of Commerce, read a letter from the Chamber regarding economic impacts associated with canceling events at the fairgrounds.

G) Mike Browne, President/CEO of Visit Vallejo, commented in support of the association and concerns with who will be managing future events at the fairgrounds.

H) Dave Shipley, Vallejo Dog Training Club, commented in support of dog shows at the fairgrounds and noted that it had become too expensive for the club to rent facilities, charging too much, not enough people in there

I) Steven Hoagland, Boys Scouts Advance Camp, commented in support of the association.

J) Kelly Fletcher, Dixon, commented in support of youth events, Ag Day and the annual fair, in support of the association and concerns about future management of the fair.

K) Kenneth Berg, Woodstock Dog Club, commented in support of dog shows at the fairgrounds.

L) Rebecca Hintz, Vallejo, commented in support of dog shows and other events at the fairgrounds.

M) Rick Weyrich, Vallejo, commented in support of dog shows at the fairgrounds.

N) Suzie Rose, Napa, commented in support of dog shows at the fairgrounds and of the association.

O) Ray Miller, Vallejo, commented in support of gem and mineral shows at the fairgrounds.

P) Patricia Conklin, Dixon, commented on funding in the fair industry, concerns with separating the association from events at the fairgrounds and in support of the association.

Q) Kelly Abbott, Vacaville, commented in support of the association and on concerns with future management of the fair.

Supervisor Spering commented that there was plenty of blame to go around and that there had always been an expectation for the association to do something. He noted that the Board had not held the association to any standard or measured whether it was making success or not. He recommended a one year probationary period where the Board sets up the standards or criteria that the association was to meet in order to know whether it was making progress or not. He then commented in appreciation of the association's proposals and willingness to make things work.

Supervisor Spering noted that he had met with Mr. Ioakimedes and the association members and advised that the governance issue was a major issue. He commented that he did not agree with a third appointment for District 1 or how the vacancies would be filled. He noted that he had hoped that criteria for the appointments had been developed to include appointments of individuals with a financial background, a business background and a fair operations background. He then commented on the lack of correct financial reports and the need to be able to measure whether progress was being made on correcting the issues being discussed.

Supervisor Spering recommended that the association board make recommendations to the Board of Supervisors on appointments that included individuals that had certain disciplines or that could really help the association. He then noted that he had asked for a footprint of the area that the association wanted to operate and a plan from the association on how it would maintain and operate the area of responsibility it had. He advised that this was still an expectation currently. He stated that there needed to be an in-depth financial analysis and some performance measures put in the place. He advised that he felt that the two terms may be too short and that he did not want to discontinue the contract with the association at this time. He noted that the Board should come together to develop some criteria and what its expectations were moving forward.

Supervisor Spering noted that the Board had some responsibility for programs that he felt could be looked at as public service events. He noted that the County should participate but that he was not supportive of a big subsidy for the association. He reiterated his recommendation that there be a one year probation and that the Board develop criteria instead of discontinuing the contract to try to find someone else at such a challenging point in time.

Chairwoman Hannigan asked when the contract with the association expired on January 31, 2020?

Supervisor Spering advised that he was receptive to a 2 year plan with a one year report back to the Board on whether progress was being made or not.

Chairwoman Hannigan noted that she would appreciate the additional year but advised that there needed to be a six month touch point to work on getting through the incremental changes that the association was working on.

Supervisor Thomson thanked Mr. Ioakimedes and staff for their work. He advised that he could not agree with continuing the contract because it would just be kicking the issues down the road. He commented on his support of the fair but noted that the association was losing money every year even with the subsidy from the County and could not meet the requirements of the current contract. He advised that it came down to a financial decision and that the fair and County would be better served if there was a transition out in 2020. He noted that the association could then decide whether it wanted to contract with the County to put on the fair and Ag Day and whether it wanted to bid on the fairgrounds management contract.

Supervisor Thomson commented on the importance of determining who would run the fair and Ag Day and who would maintain the property. He then commented on the importance of keeping events like the dog shows going.

Supervisor Vasquez commented that the discussion was really about how long to give the association to muster up and do all it was proposing. He noted that some of the fairground buildings were old and that doing anything but patch and paint would be difficult. He advised that the buildings needed to be scheduled for demolition. He then commented that he was in support of adding one more year to give the association an opportunity to do the work they proposed and to prove that it can meet and qualify to continue to be the provider of the fair and provide maintenance of the fairgrounds.

Supervisor Vasquez advised that the buildings would need to come down at some point and that there would need to be a transition period as those buildings came down to determine what was going to happen in the meantime.

Supervisor Sperring offered a compromise to not add the extra year right now and to give the association 6 months to report back, at which time the Board could make the decision on whether to give the association more time or to terminate and figure out who would be responsible for what.

Supervisor Thomson advised that the Board needed to decide who was responsible for what.

County Administrator Birgitta Corsello advised that the scheduling of the dog shows and events became an issue the longer things lingered because they had to be scheduled very far in advance. She advised that the question was whether the County would continue to work with the association to come up with a new management model or whether to give the association an extra year.

Chairwoman Hannigan advised that the compromise had been withdrawn and the original motion stood.

Supervisor Brown commented on the need to look at the issue in terms of money. She advised that she saw two separate entities, the association for the fair and Ag Day and another management group for the management of the land. She commented on the amount of unfunded liabilities that would amount with an additional year being added to the contract and recommended ending the contract when it expired.

Chairwoman Hannigan commented on the association's changes noting that the association had become a much more responsive entity. She then commented on past decisions concerning the fair and the work of the Solano360 Implementation Committee to redevelop the fairgrounds. She commented on the need to revise the association's board appointments, for the association to improve financial reporting with the help of the Auditor's office and for the County to give clear direction to the association in regards to the demolition of the buildings and what the maintenance expenses should be spent on.

Chairwoman Hannigan noted that she was in support of extending the contract to January 31, 2021 but wanted touchstones put in place for the next six months that the Solano360 Implementation Committee would work on with the association and staff. She advise that she would like to see a cost accounting process that was satisfactory to the Auditor-Controller and one that the Board could accept. She noted that she would like to see changes proposed that the Board could work on in terms of the appointments and parts of the management contract.

Supervisor Sperring commented on concerns with trying to determine when to decide that things weren't working out and recommended a check-in point to avoid waiting two more years to make the decision. He advised that he would know within 6 months if things were not working and that a whole year more may not be needed. He then added a 6 month check-in to his motion.

Chairwoman Hannigan asked Mr. Ioakimedes to come forward to weigh in on the motion.

In response to questions from Supervisor Vasquez, Mr. Ioakimedes advised that 6 months wasn't optimal but that there was a need for benchmarks to help the association perform. He advised that it was critical to the association to have the next year due to time constraints for booking future events. He advised that the association wasn't able to book future events at the moment due to not having a contract for next year.

Chairwoman Hannigan noted that the management agreement stated that either party could terminate without cause with a 90 day notice to the other party.

Supervisor Vasquez asked whether it would be possible to taken on contracts that had been booked out in order to maintain assurances to the contractor should the association's contract be terminated.

Mr. Bunting advised that it would depend on who the contractor was and what the terms were. He indicated that the other party would need to allow for the Board or County to assume the responsibility of the association in the contract. He then advised that it could be difficult to sever the contract with the association given it was a 501c and that its employees were public employees. He then provided information on additional ways the contracts with contractors could be taken on.

In response to comments from Supervisor Thomson, Ms. Huston advised that there was language in the leases between the association and the dog show group that the facilities could change or that other notices could be provided to the other party during the redevelopment of the Solano360 facilities. She advised that there were two events that were scheduled beyond the contract end date in 2020 and noted that these would be honored and worked on by the County immediately should there be a transition.

Supervisor Thomson noted that part of the subcommittee's recommendation was to conduct an RFP process for fairgrounds management services that the association could submit for. He advised that events were not going to stop just because the association was going to move on after 2020 and that the contracts out there would be honored.

Ms. Corsello offered a compromise to direct staff to work with Mr. Ioakimedes on a management agreement with the fair that is more up to date, to settle on a footprint, to come up with a facilities master plan in terms of what facilities can be used in exchange for asking him to include language in event agreements that they are transferable to another manager so that the contractor has confidence that there will still be a facility for that site to be for the event to be held at.

Ms. Corsello noted that there were several things that needed to be done concurrently despite whether the association was given an extra year or not. She advised that Mr. Ioakimedes needed more than 6 months to get through the current fair and get the books in order enough to sit down with him to look at how much he can commit to facilities and what facilities have value to the Board.

Supervisor Spering commented on cancelation language in the current contract with the association and noted that he would support Supervisor Vasquez's motion to extend the contract to January 31, 2021 with work starting on the issues now. He advised that he would vote to cancel the contract if no progress was made by the end of this year. He commented on the amount of outstanding issues and advised that it was worth it to try to work with the association to hammer some of them out.

Chairwoman Hannigan confirmed with Supervisor Spering that substitute motion would be to include bringing things under the Solano360 Implementation Committee.

Supervisor Vasquez noted that there was a 90 day termination clause in the contract and that 6 months down the road from now would give a better idea of where things were at.

Supervisor Thomson asked if the motion was to extend the contract to 2021 right now.

Chairwoman Hannigan noted that the motion was to extend the contract to 2021 because of the 90 day termination clause.

Supervisor Thomson advised that he felt it was giving false hope by giving it another year when in December the Board could say it was done.

Supervisor Spering advised that there was no risk and that it was manageable and that there was a need at some point to clarify whether the County had a relationship with the association or not or not, and to take this next step on how to move forward with the fair and manage the property there if the answer was no. He noted that the action to terminate could be taken 6 months or a year from now and was up to the Board.

Supervisor Brown advised that the only thing that was being changed was to extend the current contract with the association to 2021 and noted that a 90 day termination was not enough time to do a transition.

Supervisor Vasquez noted that what was on the table was an end date of January 31, 2021 for the current contract. He advised that if all the work got done there could be an option to extend it one more year. He noted that the 90 day clause being in the contract also helped.

Ms. Corsello advised that staff needed direction on authorization to work with association on revisions to the association management agreement between now and 2021 and needed authorization to work with General Services and the association to look at the fairground facilities.

Chairwoman Hannigan noted that it was not explicit on what happens in the next 6 months and advised that all of it was on the table to be addressed.

Supervisor Spering clarified that the Board was saying to direct the establishment of a new management agreement with the fair association, period, and was not limiting it to delivering only the annual fair and Ag Day events. He noted the other piece was the facility maintenance and operations. He asked if the motion could include these things.

Supervisor Vasquez noted that the split of the fair and the management of the grounds would continue to be worked on. He noted that the option was to continue with the current fair or use an RFP process to go with something else.

Mr. Ioakimedes advised that he was clear on the motion that there needed to be separation of the operational side of what the association was doing and what costs were involved from the ownership of the property.

Mr. Bunting advised that this could be part of the report back to the Board and that it did not need to give direction.

Supervisor Thomson noted that he was not encouraged by what he had heard and wouldn't be supportive of the motion.

Chairwoman Hannigan commented on the need for the Board members to make appointments for current vacancies.

Supervisor Vasquez asked how many appointments were needed.

Supervisor Spering advised that he would not support the motion if discussion was going to include talking about making appointments. He noted that he did not want new people appointed yet until the other issues could be dealt with.

Supervisor Vasquez advised that what Supervisor Spering had said needed to be incorporated into the motion.

Supervisor Spering noted that the motion included the issues that were being talked about including governance, identifying a footprint, what are the association's responsibilities in operations, the association's financial plan, to talk about the separation of the fair from facilities, to look at new management agreement with association, who would be responsible for the facilities and to conclude the fair governance committee with the work falling under the Solano360 Implementation Committee.

On motion of Supervisor Vasquez, seconded by Supervisor Spering, the Board approved an extension of the current Fair Management and Operations Agreement to January 31, 2021 with a 6 month check-in and report back to the Board regarding the status of activities by the Solano County Fair Association (SCFA) to address the discussed issues; Directed the establishment of a new management agreement with the SCFA; Directed the County Administrator's Office and General Services staff to work with the SCFA to develop a transition plan for delivery of year-round events and to look at the maintenance of facilities and management and operations of the fairgrounds; Affirmed that the work and purpose of the Fair Governance Subcommittee had concluded; and Directed that further work to be done on the matter would fall to the Solano360 Implementation Committee. Supervisor Brown and Supervisor Thomson voted no. So ordered by 3-2 vote.

- 24 [19-116](#) Authorize the Chair of the Board to execute a Memorandum of Understanding regarding Cooperative Solutions for the Lakes Water System with the City of Vallejo and any amendments thereto; and Designate two Board Members to serve on a Policy Committee called for in the MOU

Attachments: [A - Lakes Water System MOU](#)
 [B - Working Group Meeting Chronology](#)
 [Executed MOU](#)
 [Minute Order](#)

Chairwoman Hannigan invited members of the public to address the Board on this matter. There were no speakers.

On motion of Supervisor Spering, seconded by Supervisor Vasquez, the Board authorized the Chair of the Board to execute a Memorandum of Understanding regarding Cooperative Solutions for the Lakes Water System with the City of Vallejo and any amendments thereto; and Designated Supervisor Hannigan and Supervisor Spering to serve on a Policy Committee called for in the MOU. Supervisor Brown voted no. So ordered by 4-1 vote.

RECESS

This meeting of the Solano County Board of Supervisors recessed at 1:35 P.M. and reconvened at 2:00 P.M. Supervisors Vasquez, Spering and Chairwoman Hannigan were present and Chairwoman Hannigan presided.

- 19 [19-90](#) Receive a presentation from the Sheriff's Office of Emergency Services on interoperable communications, recent wildfire events, grant programs, public alerting and staffing changes

Attachments: [A - Presentation](#)
 [B - Minute Order](#)
 [Minute Order](#)

On motion of Supervisor Vasquez, seconded by Supervisor Spering, the Board continued this item to the February 26, 2019 meeting. So ordered by 3-0 vote.

- 17 [19-114](#) Receive a presentation and accept the following reports for the fiscal year ended June 30, 2018: Solano County Comprehensive Annual Financial Report (CAFR), Report to the Board of Supervisors, Report to Management and the Single Audit Report; and the Report on Applying Agreed-Upon Procedures (AUP, GANN Limit) for the fiscal year ended June 30, 2019

Attachments: [A - Link to FY2017-18 CAFR](#)
 [B - Report to the Board of Supervisors](#)
 [C - Report to Management](#)
 [D - Single Audit Report](#)
 [E - GANN Limit \(AUP\)](#)
 [Minute Order](#)

Supervisors Brown and Thomson arrived at 2:03 P.M.

Chairwoman Hannigan invited members of the public to address the Board on this matter. There were no speakers.

Supervisors Vasquez commented on the recognition of the work done by the Auditor's Office.

On motion of Supervisor Vasquez, seconded by Supervisor Spering, the Board accepted the following reports for the fiscal year ended June 30, 2018: Solano County Comprehensive Annual Financial Report (CAFR), Report to the Board of Supervisors, Report to Management and the Single Audit Report; and the Report on Applying Agreed-Upon Procedures (AUP, GANN Limit) for the fiscal year ended June 30, 2019. So ordered by 5-0 vote.

18

[19-115](#)

Accept the Auditor-Controller's Office Report on Countywide Overtime Review for the fiscal year ending June 30, 2018

Attachments: [A - Countywide Overtime Review](#)
 [B - HSS Response](#)
 [Minute Order](#)

Auditor-Controller Phyllis Taynton provided an overview of the report.

Chairwoman Hannigan commented on the amount of overtime being charged for the Sheriff's office.

Undersheriff Gary Elliot provided information on the department's overtime expenses, noting that the department was a 24/7 operation with a large number of vacancies that had to be filled with overtime.

Director of Administrative Services Angelica Russell also provided information on the number of vacancies in the department each day. She noted that it was an industry standard to use overtime to fill the vacancies until the position was filled.

Chairwoman Hannigan noted that in some instances the salary was doubled and asked if these were the only people that can do the overtime.

Undersheriff Eliot commented that the individuals shown were selected by the Auditor and that there were others that worked overtime as well.

Ms. Taynton advised that the three individuals were the ones that came to the top and appeared to be performing administrative functions. She noted that controls were in place for proper authorization overtime and that the department was adhering to the established policies and procedures.

In response to questions from Supervisor Brown, Ms. Taynton provided information on what was found concerning overtime requests that should have been pre-approved but was not properly documented in advance, noting that it was a matter of the timing of the approval. She noted that the issue was brought to the department's attention. She then advised that in one instance where an employee was working overtime, the supervisor didn't realize the employee may be coming in late was being followed up on.

In response to a comment from Supervisor Brown, Ms. Taynton advised that the Auditor's Office was making revisions to the overtime policy and noted that the general premise of the policy was that employees were responsible for accurately reporting time and that supervisors needed to approve overtime in advance to the extent they could do that.

In response to a question from Supervisor Vasquez, Ms. Taynton noted that overtime for emergencies would be submitted under the same process. Ms. Russel noted that approximately \$147,000 had been reimbursed from the Federal Emergency Management Association (FEMA) for recent fire emergencies.

County Administrator Birgitta Corsello provided clarification on the process for recording and submitting for reimbursement of overtime from FEMA.

Supervisor Thomson commented on Undersheriff Elliot's remarks at a recent Veterans Subcommittee meeting concerning the need for correctional officers to fill positions and noted that there were several employees working out of class. He suggested that there may be savings if administrative employees were put in these positions instead of correctional officers. He then commented that the department was paying more than what was needed and asked how the department was going to address this.

Undersheriff Elliot advised that the Sheriff did not agree with the assessment about these three correction officers potentially working out of class in the administrative field. He advised that County Counsel and Human Resources agreed with the Sheriff and noted that a consultant hired to do a job classification study on one of those positions did not recommend a reclassification for that position.

Supervisor Thomson commented on the need to figure out how to move correctional officers back to where they were needed and get qualified people in the administrative positions. He then commented on a clause in the DSA MOU that said that the Deputy Sheriff's classification could be flexed with 7 days notice and asked why the department wasn't flexing schedules to avoid overtime.

Undersheriff Elliot advised that the department did on occasion flex the Resident Deputy Sheriff's schedule and that it was something the department should look at.

Supervisor Thomson commented on the need to use what was in the MOU to alleviate the burden on taxpayers.

Ms. Russell advised that the department needed to work on flexing of time with Auditor and Human Resources to look at how to make that happen with the current structure of Intellitime.

In response to a question from Supervisor Spering, Ms. Corsello advised that staff had looked at the tradeoff of traditional staff verses using overtime and all the parameters that came with it. She noted that staff was also looking at how recruitments were being done and provided information on the challenges of filling positions in any department given the low unemployment rate. She advised that vacancies and recruitment was being monitored closely.

Chairwoman Hannigan invited members of the public to address the Board on this matter. There were no speakers.

On motion of Supervisor Vasquez, seconded by Supervisor Spering, the Board accepted the Auditor-Controller's Office Report on Countywide Overtime Review for the fiscal year ending June 30, 2018. So ordered by 5-0 vote.

20

[19-126](#)

Receive an update on the collaboration with the Superior Court related to Assembly Bill 1810 (Mental Health Diversion), and Senate Bill 10 (California Money Bail Reform Act); Receive an update on potential grant opportunities to address substance abuse and mental health needs for adults; and Consider a recommendation to extend the hours of the Probation Department's Centers for Positive Change

Attachments: [Minute Order](#)

Director of Probation Chris Hansen provided an overview of the item.

Supervisor Thomson, Mr. Hansen provided information on the process to include the community regarding the Vallejo Day Reporting Center program, noting that things were very contentious in the beginning but noted that there had been no incidents, public outcry or calls for service since the start of the program.

Chairwoman Hannigan also commented on the contentious beginning of the Vallejo Day Reporting Center program noting that none of the anticipated issues had happened.

Supervisor Thomson noted that the quickest way to quiet opposition was to show success and commented that lives were being changed.

Mr. Hansen advised that the center was open to the public.

Chairwoman Hannigan commented on the success of the program and the number of graduates that were happening there.

On motion of Supervisor Vasquez, seconded by Supervisor Spering, the Board approved the recommendation to extend the hours of the Probation Department's Centers for Positive Change. So ordered by 5-0 vote.

- 21 [19-100](#) Receive an update on juvenile diversion programs; Adopt the change in name of the Juvenile Day Reporting Center to the Youth Achievement Center; and Allow for alternative hours of operation

Attachments: [Minute Order](#)

Director of Probation Chris Hansen provided an overview of the item.

Chairwoman Hannigan noted that the California State Association of Counties (CSAC) has a Juvenile Justice Committee that she would connect Mr. Hansen with.

On motion of Supervisor Spering, seconded by Supervisor Thomson, the Board received an update on juvenile diversion programs; Adopted the change in name of the Juvenile Day Reporting Center to the Youth Achievement Center; and Allowed for alternative hours of operation. So ordered by 5-0 vote.

- 22 [19-120](#) Consider continuing a noticed Public Hearing to March 12, 2019 at 2 P.M. to consider a time extension for Tentative Subdivision Map No. S-01-03, Dove Creek Ranch Subdivision, located at the southwest terminus of Dove Creek Trail, within the unincorporated portion of Vacaville

Attachments: [A - Links to Supporting Documents and Prior Board Approvals](#)
 [Minute Order](#)

Director of Resource Management Bill Emlen suggested that the Board open the public hearing, take comments and then continue the item to March 12th.

Chairwoman Hannigan opened the public hearing.

Chairwoman Hannigan invited members of the public to address the Board on this matter and the following comments were received:

A) Art Aronsen, June Bug and Lady Bug Road Association, commented on concerns with increased traffic and advised that the association didn't want less than 2.5 acres if the subdivision went through.

B) Sandra DeGeorge, Vice President of the Rural Vacaville Preservation Association, commented on the continuance of the item.

In response to a question from Supervisor Vasquez, County Counsel Dennis Bunting noted that the Board could consider not to approve the continuance.

On motion of Supervisor Vasquez, seconded by Supervisor Brown, the Board approved the continuance of a noticed Public Hearing to March 12, 2019 at 2 P.M. to consider a time extension for Tentative Subdivision Map No. S-01-03, Dove Creek Ranch Subdivision, located at the southwest terminus of Dove Creek Trail, within the unincorporated portion of Vacaville. So ordered by 5-0 vote.

23

[19-108](#)

Receive the annual report and Capital Improvement Plan for the English Hills Transportation Impact Fee Program for FY2017/18; and Conduct a Public Hearing to consider adoption of a resolution which approves the updated English Hills Transportation Impact Fee Area Capital Improvement Plan and makes findings on unexpended funds in the English Hills Area Road Improvement Reserve Account

Attachments: [A - English Hills Boundary Map](#)
 [B - Annual Report](#)
 [C - Capital Improvement Plan](#)
 [D - Fact Sheet](#)
 [E - Public Notice](#)
 [F - Resolution](#)
 [Executed Resolution](#)
 [Minute Order](#)

Director of Resource Management Bill Emlen introduced the item.

Engineering Manager Matt Tuggle provided an overview of the item.

Chairwoman Hannigan invited members of the public to address the Board on this matter and the following comments were received:

A) Sandra DeGeorge, Vacaville, commented on noticing requirements for the permit fees.

Mr. Tuggle noted that both the Daily Republic and The Reporter newspapers were supposed to publish more than 10 days in advance of the hearing and that staff had posted corridor notices on all of the intersections in English Hills and notices at public noticing locations.

In response to a question from Chairwoman Hannigan, Mr. Tuggle advised that the notice was given in a timely manner.

In response to a question and comments from Supervisor Vasquez, Mr. Tuggle noted that the fee was on new residential buildings and that the biggest change was the second home requirement that was allowed which changed the traffic model a bit. He advised that more units were added to reduce the costs.

On motion of Supervisor Vasquez, seconded by Supervisor Sperling, the Board adopted Resolution No. 2019-31 which approves the updated English Hills Transportation Impact Fee Area Capital Improvement Plan and makes findings on unexpended funds in the English Hills Area Road Improvement Reserve Account. So ordered by 5-0 vote. (see Resolution Book)

Enactment No: Resolution 2019-31

25

[19-63](#)

Receive and approve Solano County's Public Works Five Year Capital Improvement Plan for FY2019/20 through FY2023/24 from the Department of Resource Management

Attachments: [A - Capital Improvement Plan 2019](#)
 [Minute Order](#)

Director of Resource Management Bill Emlen introduced the item.

Engineering Manager Matt Tuggle provided an overview of the item.

Supervisor Brown noted that some of the projects in District 2 were moved to a later time and asked why she wasn't notified of the change. She requested a report on everything that was listed in last year's report that was deferred and an explanation as to why the projects were not completed. In addition, she requested a breakdown of the uncompleted projects as well as what district each project listed in the current report resided in.

Chairwoman Hannigan noted that Lake Herman Road was missing from the report.

In response to a question from Supervisor Spering, Mr. Tuggle noted the remainder of FY2018/19 projects were funded and that the FY2019/20 projects were required to be reported to the state with this plan. He advised that future years were at the discretion of the County and noted that there was still an unfunded portion of projects estimating about \$20 million that staff would like to do.

Supervisor Spering advised that he hoped SB 1 funding could supplement projects to free up funds the County was paying.

Supervisor Vasquez commented on discussions with cities and thanked staff for work done on Weber Road.

Mr. Tuggle provided information on recent discussions with cities on projects. He noted that SB 1 funding allowed for coordination work to be done.

Supervisor Vasquez commented on the importance of not spending money if the neighbor doesn't take care of its portion of the road.

Mr. Tuggle advised that there were some missed opportunities to work with cities and that this should improve.

Chairwoman Hannigan commented on the need to include improvements to Lake Herman Road.

Mr. Tuggle commented on political issues in Benicia and noted that staff could revisit the issues on Lake Herman Road.

Chairwoman Hannigan invited members of the public to address the Board on this matter and the following comments were received:

A) Donald Tipton, unincorporated Vallejo, commented on problems with roads in the Homeacres area and funding for the unincorporated Vallejo roads.

In response to questions from Chairwoman Hannigan, Mr. Tuggle noted that staff had chosen areas with the biggest needs and provided information on improvements for Benicia Road and other unincorporated roads in Vallejo, including work done by PG&E for LED light conversion and signal modernization in Vallejo that was being looked at. He noted that the signal light at Benicia Road and Rollingwood was within the city jurisdiction.

B) George Guynn, Jr., Suisun City, commented on SB 1 funds and public input.

On motion of Supervisor Brown, seconded by Supervisor Vasquez, the Board approved Solano County's Public Works Five Year Capital Improvement Plan for FY2019/20 through FY2023/24 from the Department of Resource Management. So ordered by 5-0 vote.

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

Chairwoman Hannigan invited members of the Board to make comments or reports on meetings. The following comments were received:

A. Supervisor Thomson requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of William Rauschert Dally, an active member of the Vacaville community.

B. Supervisor Brown requested that discussion be placed on the February 26th agenda regarding the scheduled November 26th Board meeting. She then asked for an update on March 12th of the amount of money received on the short term rentals Transient Occupancy Tax.

C. Supervisor Brown requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Ricardo (Rick) Henley, an active member of the Vallejo community.

D. Supervisor Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Larry Simmons, Jr., an active member of the Dixon community.

E. Supervisor Spering requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Josephine "Jo" Palacky, an active member of the Fairfield community.

CLOSED SESSION

Chairwoman Hannigan invited members of the public to address the Board on this matter and the following comments were received:

A) George Guynn, Jr., Suisun City, asked if an appointment would be made today.

Chairwoman Hannigan advised that there would be no report out from Closed Session.

The Solano County Board of Supervisors adjourned to Closed Session to discuss the following matters:

26

[19-125](#)

Public Employee Appointment: Public Defender

Attachments: [A - Memorandum](#)

ADJOURN:

This meeting of the Solano County Board of Supervisors adjourned at 3:15 P.M. in memory of William Rauschert Dally, Ricardo (Rick) Henley, Larry Simmons, Jr. and Josephine "Jo" Palacky. Next meeting of the Solano County Board of Supervisors will be February 26, 2019 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, California.

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By _____
Jeanette Neiger, Chief Deputy Clerk

SOLANO COUNTY FACILITIES CORPORATION, INCORPORATED

January 9, 2018

The Solano County Board of Supervisor's met in its ex-officio capacity as the Solano County Facilities Corporation on this day in regular session. All members were present.

Agenda Item No. 22
Appointment of Officers

On motion of Supervisor Vasquez, seconded by Supervisor Brown, the Board approved the appointment of the following as officers of the Solano County Facilities Corporation, Incorporated for calendar year 2019 as outlined in the Agenda Submittal from General Services dated January 8, 2019, incorporated by this reference:

President	-	Erin Hannigan
Vice-President	-	Monica Brown
Director	-	John M. Vasquez
Director	-	Jim Spering
Director	-	Skip Thomson
Secretary	-	Birgitta E. Corsello
Fiscal Officer	-	Phyllis Taynton

So ordered by 5-0 vote.

ADJOURN – As the business was completed, the Board of Directors adjourned to continue the regular meeting of the Board of Supervisors.

ERIN HANNIGAN, President

BIRGITTA E. CORSELLO, Secretary

By _____
Jeanette Neiger, Deputy Secretary



Solano County

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

Agenda Submittal

Agenda #:	8	Status:	Consent Calendar
Type:	Resolution	Department:	Board of Supervisors
File #:	19-208	Contact:	Skip Thomson, 784-6130
Agenda date:	03/26/2019	Final Action:	
Title:	Adopt a resolution supporting the naming of a state overpass, interchange, or other Solano County highway designation through the Caltrans application process in honor of Judge John A. DeRonde		
Governing body:	Board of Supervisors		
District:	District 5		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

Supervisor Thomson recommends the Board of Supervisors adopt a resolution supporting the naming of a state overpass, interchange, or other Solano County highway designation through the Caltrans application process in honor of Judge John A. DeRonde.

SUMMARY/DISCUSSION:

The family of the late Judge John A. DeRonde (1922 - 2003) has requested that the Solano County Board of Supervisors consider supporting the naming of an overpass, interchange or other Solano County highway designation in honor of Judge John A. DeRonde.

Judge DeRonde was a long-time resident of Solano County. He served in the military at Travis Air Force Base, and while in the service, he was instrumental in the creation of the Travis Unified School District. Distinctly, he served as a judge on the Solano County Bench from 1971 to 1991. He contributed personal time, resources, and effort to numerous activities, organizations and projects, all for the benefit and betterment of Solano County.

Judge DeRonde was a resident of Solano County for over four decades. He retired from the United States Air Force at the rank of Lt. Colonel. His last tour of duty was at Travis Air Force Base, where he served as an attorney in the Judge Advocate General's (JAG) office. While in that office, Judge DeRonde lobbied successfully with state and federal officials to approve the creation of the Travis Unified School District. Today, the Travis Unified School District includes five elementary schools, a middle school, a high school, a community day school, as well as an education center. The families with children in the Travis Unified School District live and work in our community and contribute to the economic prosperity of Solano County.

After retiring from the Air Force, Judge DeRonde opened a law practice in Vacaville. In 1971, Judge DeRonde

was appointed as a Justice Court judge for Solano County. He later became a Municipal Court judge, and was subsequently elected to serve as a Superior Court judge. He retired from the Solano County bench in 1991, serving Solano County as a judicial officer for 20 years.

Judge DeRonde served on many boards and committees which benefited all of Solano County. He donated his time to the California Judges Association, of which he was a director, the Solano County Bar Association, the Vacaville Lions Club and Fairfield (F.A.S.T.) Lions Club, the Vacaville Chamber of Commerce and its Military Affairs Committee, the Solano County Retired Officers Association, the Solano County Taxpayers Association, amongst many others. He was voted "Man of the Year" by the Fairfield-Suisun Exchange Club.

The City of Fairfield on March 20, 2007 and City of Vacaville on December 11, 2018 supported the family's request, which requires a resolution for consideration by Caltrans as part of the Caltrans application process. Support resolutions are required prior to consideration of their request by the State Legislature.

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 could choose not to adopt this resolution, but that would not be recommended as this gives the Board the opportunity to honor the service of late John A. DeRonde to Solano County.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2019 –

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS SUPPORTING THE NAMING OF AN OVERPASS, INTERCHANGE, OR OTHER SOLANO COUNTY HIGHWAY DESIGNATION IN HONOR OF JUDGE JOHN A. DERONDE

WHEREAS, John A. DeRonde (1922 – 2003) was a resident of Solano County for over 40 years; and

WHEREAS, Judge John A. DeRonde was an officer in the United States military, serving as an attorney in the Judge Advocate General's Office at Travis Air Force Base; and

WHEREAS, while stationed at Travis Air Force Base, Judge John A. DeRonde played a key role in successfully lobbying state and federal officials to approve creation of the Travis Unified School District, which today consists of 5 elementary schools, a middle school, a high School, community day school, and educational center; and

WHEREAS, after his retirement from the United States Air Force in 1967, Judge John A. DeRonde served our community as an attorney, a Justice Court Judge, a Municipal Court Judge and a Superior Court Judge with 20 years as a judicial officer; and

WHEREAS, Judge John A. DeRonde served on the Board of the California Judges Association, the Solano County Bar Association, the Lions Club, the Vacaville Chamber of Commerce, the Northern Solano County Retired Officers Association, and the Solano County Taxpayers Association, amongst many others, participating in activities and projects that benefited our community.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors supports the naming of an overpass, interchange, or other Solano County highway designation in honor of Judge John A. DeRonde.

Dated this 26th 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

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

Agenda Submittal

Agenda #: 9 **Status:** Consent Calendar
Type: Non-County Contributions **Department:** Board of Supervisors
File #: 19-225 **Contact:** Jim Spering, 784-6418
Agenda date: 03/26/2019 **Final Action:**
Title: Authorize the County's contribution of \$1,500 from the General Fund contribution allocated to District 3 to benefit B Walker Ranch (\$500), Shelter Solano, Inc. (\$500) and Solano Dream Center (\$500)
Governing body: Board of Supervisors
District: District 3
Attachments:

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

DEPARTMENTAL RECOMMENDATION:

Supervisor Jim Spering requests that the Board authorize the County's contribution of \$1,500 from the General Fund contribution allocated to District 3 to benefit B Walker Ranch (\$500), Shelter Solano, Inc. (\$500) and Solano Dream Center (\$500).

SUMMARY:

Justification:

During the 2018/19 Budget Hearings, the Board appropriated \$5,000 to allow District 3 to support community service programs. District 3 recommends the distribution of the remaining funding as follows:

B Walker Ranch (\$500)

B Walker Ranch (a 501 (c) 3 non-profit organization) was founded by a mother of a son with autism, who was concerned with the large number of autistic children coming out of the education system. Together with two other women, she created the B Walker Ranch, a Day Program for adults with autism.

Today, autism is the most common disability in California. Ninety-two percent of people diagnosed with this lifelong disability are under the age of 18. In 2016, more than 97,000 California public school students had been diagnosed as autistic. Once they graduate, few programs will be available that are designed to work for young adults with autism.

The B Walker Ranch will be a working ranch focusing on programs in farming, animal therapy, horticulture program, cooking and nutrition skills, a learning center, work and life skills, art therapy and occupational therapy

The ranch is a green model ranch. Energy saving structures, nontoxic materials and organic farming

practices support individuals with autism, who are known to be especially sensitive to chemicals and other toxicities.

As a “model” program, B Walker Ranch plans to be self-sustaining and to be replicated in other communities. autism.

The Solano County Planning Department upgraded their designation as an Agricultural Educational Facility.

Funding will support ongoing general fund efforts.

Shelter Solano, Inc. (\$500)

Shelter Solano (a 501(c) 3 non-profit organization) is a year-round emergency shelter located at the former Bridge to Life Center in Fairfield. Shelter Solano, Inc. meets the emergency housing needs of individuals and families with accommodations that include dormitory style rooms, family-sized rooms, and separate apartment-style units. The campus is secured and includes a dining hall for meals and recreational areas for persons of all ages.

Shelter Solano will serve current Solano County residents who are referred to the organization through the Solano County Coordinated Entry System.

Services offered at Shelter Solano include case management, housing search, life skills and wellness programs, Vocational/employment services and educational programs.

Funds will go to general operating costs.

Solano Dream Center (\$500)

Solano Dream Center (SDC) (a 501(c) 3 non-profit organization) is a faith-based, but not faith required, affordable Live-In Program with a minimum of a year stay (12 to 18 months). The non-profit organization provides help for those struggling with substance abuse, depression, anger, control, past physical and sexual abuse and other life-controlling issues.

Solano Dream Center also provides a Nomadic Shelter with a bus that picks up the homeless in the early evening from specified locations. Those riding the free SDC bus are delivered to one of the nine host churches where they spend the night, are served a hot meal, and in the morning, are given breakfast. The bus will then return them to the pick-up location.

Funds will go towards the Nomadic Shelter program.

Guidelines for Grant Funding Requests:

During the 2018/19 Budget Hearings, the Board appropriated \$5,000 to each supervisorial district, to allow Board members to support community service programs. The Board directed County Counsel to provide guidelines on how to recommend funding for qualifying agencies or programs. The guidelines are as follows:

- 1) Each supervisor must submit the proposed expenditure to the County Counsel and the Auditor/Controller for initial review.
- 2) The Board must approve the expenditure by a majority vote.
- 3) The Board must determine that the expenditure is for a public purpose.
- 4) The Board may authorize an expenditure of public funds to a nonprofit organization so long as the County retains ultimate control over the exercise of judgment and discretion of the intended program.
- 5) To ensure accountability, all expenditures are subject to periodic audit by the Auditor/Controller; and
 - a) If the recipient provides an activity, program or service (“activity”), it shall provide an activity

report within 30 days of the activity that states the number of persons attending (if applicable) or participating activities carried out, feedback from participants (if applicable) and benefits of the activity. The recipient's failure to provide a report may result in its being considered ineligible for future funding.

- b) If the recipient is purchasing property or making improvements, it shall use the funds for only the specified purposes and allow representatives of the county to inspect and/or audit the purchase or the contractor's performance, the facility or the portion improved with the funds and/or the records pertaining to the expenditures. The recipient shall retain for inspection and audit purposes any and all books, receipts, documentation and other records of the expenditures for three (3) years from date of receiving funds.

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 could choose not to authorize this expenditure. However, this is not recommended as this item is consistent with Board policy.

OTHER AGENCY INVOLVEMENT:

This report was prepared in coordination with the County Administrator's Office, County Auditor-Controller's Office and County Counsel.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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

Agenda Submittal

Agenda #:	10	Status:	Consent Calendar
Type:	Resolution	Department:	County Administrator
File #:	19-246	Contact:	Debbie Vaughn, 784-6113
Agenda date:	03/26/2019	Final Action:	
Title:	Adopt a resolution amending the List of Numbers and Classifications of Positions to reclass 2.0 FTE Compliance and QA Analyst positions		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services (H&SS) recommends that the Board of Supervisors adopt a resolution amending the List of Numbers and Classifications of Positions to reclass 2.0 FTE Compliance and QA Analyst positions.

SUMMARY:

In response to a Grand Jury report from 2018 recommending changes regarding the H&SS Compliance Unit on March 12, 2019, the Board heard a presentation on the H&SS reorganization and recommendations for changes in the H&SS Compliance Unit. H&SS staff discussions referenced two (2) reports/studies on the H&SS Compliance Unit. The Board took action to approve establishing an H&SS Executive Compliance Committee and approved a Compliance Charter. However, also discussed and recommended were the reassignment of the reporting for compliance from the Department Head to the Assistant Department Head; the reduction in the total assigned staff and a resolution for the reclassification of two Compliance Unit positions. Staff is recommending the Board adopt the attached Resolution amending the List of Numbers and Classifications of Positions related to the Compliance Unit only to reclass 2.0 FTE Compliance and QA Analyst and affirm the reporting assignment.

FINANCIAL IMPACT:

There is no increase in costs association with the proposed reclassifications. The Personnel and Salary Resolution provides that employees' salaries will remain the same for a minimum of two years should the To Be Determined (TBD) classifications outlined in the resolution result in any wage reduction. As such, for a minimum of two years, both positions which move from the Compliance Unit to perform related duties will continue to earn the same salary as each employee presently earns. 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:

In July 2018, the Solano County Grand Jury issued its report on In Home Supportive Services which included a recommendation to relocate the H&SS office of Compliance and Quality Assurance from the H&SS Department reporting to the Director to the County's Auditor-Controller's Office (ACO). The Grand Jury recommendations were reviewed by an outside consultant and the consultant recommended against the change in assigned Department reporting but recommended a number of operational changes. Upon further discussions between H&SS, ACO, County Administrator's Office and County Counsel there were several documents prepared and definitions around compliance developed. On March 12, 2019 the Board of Supervisors heard these recommendations as part of a larger operational and organizational report from H&SS.

On March 12, 2019, the Board took action to establish the Committee and approved the Charter but did not take action on the reclassification of the Compliance Unit FTEs which were included as part of the greater discussion on the H&SS organizational structure. Staff is recommending proceeding with the Compliance Unit reorganization now to be able to implement the intent of the Charter rather than delaying this until the future discussion of the reorganization.

ALTERNATIVES:

The Board could choose to not approve the reclassifications. This alternative is not recommended because the proposed staffing is intended to align the Compliance Unit with best practices.

OTHER AGENCY INVOLVEMENT:

The County Administrator's Office and Human Resources were consulted on the proposed reclassifications.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION


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:

Department	Budget Unit	Class No.	Position Control No.	Class Title	Effective Date	Departmental Total Positions			
						Allocated	Filled	Proposed	Change
H&SS-Administration	7507	123010	15995	Compliance & QA Analyst	06/30/19	4.0	4.0	3.0	(1.0)
H&SS-Administration	7507	123010	15996	Compliance & QA Analyst	06/30/19	3.0	4.0	2.0	(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



Director of Human Resources



Date

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

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

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

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

Agenda Submittal

Agenda #:	11	Status:	Consent Calendar
Type:	Miscellaneous	Department:	Human Resources
File #:	19-222	Contact:	Marc Fox, 784-2552
Agenda date:	03/26/2019	Final Action:	
Title:	Adopt the amendment to the Memorandum of Understanding ("MOU") with the Association of Mid-Management Professions at Solano County (AMMPS), Bargaining Unit 16 - Mid-Management aligning the Deputy Agricultural Biologist/Weights and Measures classification pay with that of the Environmental Health Services Supervisor		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Side Letter		

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

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board adopt the amendment to the Memorandum of Understanding ("MOU") with the Association of Mid-Management Professions at Solano County (AMMPS), Bargaining Unit 16 - Mid-Management aligning the Deputy Agricultural Biologist/Sealer Weights and Measures classification pay with that of the Environmental Health Services Supervisor.

SUMMARY:

Over a period of two years (July 14, 2019 to July 12, 2020) the pay for Deputy Agricultural Biologist/Sealer of Weights and Measures will rise to be equal to that of the Environmental Health Specialist Supervisor. Specifically, on July 12, 2020, the pay of the Deputy Agricultural Biologist/Sealer of Weights and Measures will be equal to that of Environmental Health Services Supervisor. The alignment represents an increase of approximately 9.74% over a two-year period.

FINANCIAL IMPACT:

The estimated implementation costs for FY2019/20 is \$52,469.16, of which \$24,660.50 is recovered through state revenues (unclaimed gas tax, pesticide mill, and state contracts) and the remaining \$27,808.69 is an increased General Fund cost. For FY2020/21, the estimated cost is \$48,352.43, of which \$22,725.64 is recovered through state revenues and the remaining \$25,626.79 is an increased General Fund cost.

DISCUSSION:

Adoption of this MOU amendment is for the completion of Board actions required to align Deputy Agricultural Biologist/Weights and Measures classification pay with that of the Environmental Health Services Supervisor

classification. On February 20, 2019, the Board approved the alignment of the Agriculture Biologist/Weights and Measures Inspector series with the corresponding Environmental Health Inspector classifications. This proposed amendment to the Deputy Agricultural Commissioner/Sealer Weights and Measures provides the same alignment for this supervisory classification which is represented by a different bargaining unit than that of the inspector.

The County noticed employees in the Agricultural Biologist/Weights and Measures Inspectors series leaving for employment in the environmental health field. The classifications in the Agricultural Biologist/Weights and Measures Inspector series and the Environmental Health Inspector series have similar minimum qualifications and requirements for advancement. The County believes that the amendments to the collective bargaining agreements will address the retention matter of individuals within agricultural positions leaving County employment for positions in the environmental health field.

The County met and conferred with the Solano HSS Association of Professional Employees (SHAPE) on three occasions and reached agreement with the Association on February 26, 2019.

ALTERNATIVES:

The Board could elect to not adopt the amendment to the MOU but this is not recommended as the County is attempting to address retention in the Agricultural Department.

OTHER AGENCY INVOLVEMENT:

The County met and conferred with representatives from SEIU Local 1021.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Amendment
To the Memorandum of Understanding (MOU)
Between Solano County and Association of Mid-Management Professionals at Solano County

This will confirm an understanding reached between the County of Solano ("County") and the Association of Mid-Management Professionals at Solano County ("AMMPS"), which represents the County's bargaining unit 16 – Mid-Management, collectively "the parties."

The current collective bargaining agreement between the parties expires on October 5, 2019. The parties expressly desire for this Amendment to continue beyond the expiration of the current collective bargaining agreement.

Appendix B, Salary Schedule, of the current collective bargaining agreement is amended by adding the following after paragraph 3:

For Deputy Agricultural Biologist/Sealer of Weights & Measures

- Effective July 14, 2019, increase the pay from \$8,081.56 to \$8,485.64 (approx. 5.0% increase).
- Effective July 12, 2020, increase the pay from \$8,485.64 to \$8,887.59 (approx. 4.74% increase).
- The corresponding lower salary steps of 1 through 4 are five percent (5%) less than the next higher salary step.
- In addition to the above, should Environmental Health Specialist Supervisor receive a wage increase, then the Deputy Agricultural Commissioner/Sealer of Weights & Measures also would receive the same wage increase.
- The Deputy Agricultural Commissioner/Sealer of Weights & Measures not receive any general wage increase (e.g., COLA) provided to bargaining unit 16 during these two fiscal years.
- In no instance shall the wage of Deputy Agricultural Biologist/Sealer of Weights & Measures exceed the wage of Environmental Health Specialist Supervisor for the duration of this agreement which expires on June 30, 2022.

The parties recognize and agree that, absent a specific amendment in a future collective bargaining agreement, the above wage increases shall remain enforceable beyond the expiration date of the current collective bargaining agreement.

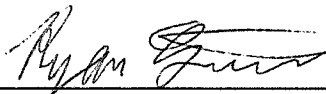
The parties agree that the above wage increases mean that should the next (or future) collective bargaining agreement result in a wage increase for classifications represented by Unit 16, then the above Deputy Agricultural Commissioner/Sealer of Weights & Measures classification would not receive that wage increase. Rather, the classifications would receive the same wage increase as provided to the Environmental Health Specialist Supervisor specific classification during Fiscal Years 2019/2020, 2020/2021 and 2021/2022.

Date: _____

COUNTY REPRESENTATIVE

Marc A. Fox, Director of Human Resources
Dated: _____

UNION REPRESENTATIVE



Ryan Friesen, Labor Representative
Dated: 2/26/19



Solano County

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

Agenda Submittal

Agenda #:	12	Status:	Consent Calendar
Type:	Report	Department:	Auditor-Controller
File #:	19-229	Contact:	Phyllis Taynton, 784-6288
Agenda date:	03/26/2019	Final Action:	
Title:	Approve the FY2018/19 Property Tax Administration Fee to recover the cost to administer property taxes from cities and local agencies in accordance with the Revenue and Taxation Code Section 95.3(f)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Property Tax Admin Cost Summary, B - Property Tax Admin Fee Distribution		

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

DEPARTMENTAL RECOMMENDATION:

The Auditor-Controller's Office (ACO) recommends the Board of Supervisors (Board) approve the Property Tax Administration Fee for FY2018/19 to recover the costs to administer property taxes from cities and local agencies in accordance with the Revenue and Taxation Code Section 95.3(f).

SUMMARY:

The Property Tax Administration Fee represents the total costs of the County to administer countywide property taxes. Revenue and Taxation Code § 95.3(f) authorizes the County to recover the property tax administrative costs attributable to cities and local jurisdictions within the County, excluding schools and Education Revenue Augmentation Fund (ERAF). The ACO, Assessor-Recorder, Tax Collector/County Clerk/Treasurer, County Counsel and County Administrator's Office (by providing staff support to the Assessment Appeals Board) provide property tax administrative support. Their respective costs are included in the administrative fee calculation to determine the amount eligible for recovery from cities and other local jurisdictions. The total allocable property tax administration cost for FY2018/19 is \$6,957,201. The allocation to schools (\$3,042,040) and General Fund (\$1,092,742) are excluded. Therefore, the FY2018/19 recoverable amount for the County is \$2,822,419.

FINANCIAL IMPACT:

The Property Tax Administration Fee revenue of \$2,822,419 is included in the FY2018/19 Adopted Budget of the respective departments who provide the property tax administrative support. This represents a decrease of \$103,601 compared to the FY2017/18 Property Tax Administration Fee of \$2,926,020 primarily due to an increase in revenue offsets.

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

FY2018/19 Adopted Budget.

DISCUSSION:

SB 2557, Maddy, (Chapter 466 of 1990), codified in Section 95.3(f) of the Revenue and Taxation Code authorizes counties to recover property tax administrative costs attributable to incorporated cities and local jurisdictions within each county except schools and ERAF. The total allocable costs for property tax administration services for FY2018/19 are \$6,957,201 (Attachment A).

The schools are excluded by law from paying their share of the property tax administrative fee. The schools' share of the property tax administration costs represents approximately 43.73% of the total cost or \$3,042,040. In addition, the cost for the County's General Fund share is \$1,092,742 which represents 15.71% and is excluded from the amount recoverable (Attachment B).

The calculation of recoverable costs includes all actual direct costs and countywide overhead charges for the respective departments for FY2017/18 less other revenues received for property tax-related functions to arrive at the net property tax administration cost to be recovered. The net recoverable cost for each department who provides the property tax administration services are: Assessment Appeals Board \$35,808; Assessor \$2,080,569; and Tax Collector \$706,042; for a total of \$2,822,419. The ACO has no recoverable cost as its revenues were sufficient to cover its cost. The net recoverable cost is distributed to all local agencies based on their proportionate share of the total property taxes apportioned for FY2018/19.

ALTERNATIVES:

The Board may choose not to approve the Property Tax Administration Fee for FY2018/19 as recommended. However, failure to approve the Property Tax Administration Fee will result in the revenue loss of \$2,822,419 to the county departments who provide the property tax administrative support. Therefore, the ACO recommends the Board approve the Property Tax Administration Fee as calculated.

OTHER AGENCY INVOLVEMENT:

The staff from the Assessor-Recorder, Tax Collector/County Clerk/Treasurer and the Assessment Appeals Board provided and reviewed the data used to calculate the Property Tax Administration Fee for FY2018/19.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**SOLANO COUNTY
PROPERTY TAX ADMINISTRATION COST
SUMMARY
FOR USE IN FISCAL YEAR 2018-19**

ITEM/DESCRIPTION	COUNTY ASSESSMENT BOARD	ASSESSOR/ RECORDER	TAX COLLECTOR/ CLERK	AUDITOR- CONTROLLER
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EXPENDITURES:

SALARIES & BENEFITS	56,184	4,520,246	1,011,282	681,059
SERVICES AND SUPPLIES	3,194	1,267,761	730,286	300,685
COUNTY COUNSEL COSTS	32,235			
OTHER CHARGES		-		
OVERHEAD		551,672	233,505	81,013
DEPARTMENTAL COSTS:	91,613	6,339,679	1,975,073	1,062,757

REVENUE OFFSETS:

PENALTIES			76,570	
LICENSES, PERMITS				
OTHER GOVERNMENTAL AGENCIES				
STATE REIMB MANDATED COSTS				
PHOTO/MICROFICHE COPIES		1,670		
WORK RELEASE FEES				
ESTATE & PUBLIC ADMIN FEES				
RECORDING FEE				
AUTOMATION-MICROGRAPHICS				
ASSMT & TAX COLL FEES		73,640	40,658	834,125
AUDITING & ACCTG FEES				
LAND DIVISION FEE				
REDEMPTION FEES				19,250
OTHER PROF SERVICES			5,682	
CLERK'S FEES			64	
SB 813 COLL FEES		713,176	40,066	48,079
LEGAL FEES				
MEDICARE SERVICES				
OTHER CHARGES FOR SERVICES	3,345	245,655	71,654	282,946
OTHER REVENUE		176,984		
INTERFUND SERVICES				
INSURANCE PROCEEDS				
TOTAL REVENUE OFFSETS:	3,345	1,211,125	234,694	1,184,400
NET COSTS:	88,268	5,128,554	1,740,379	(121,643)

TOTAL PROPERTY TAX ADMINISTRATION COST:	6,957,201
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Sources: Department reports on supporting costs
IFAS Report (Monthly Status) ended June 30, 2018

Note: ACO expenditures and revenue offsets not included in 18/19 property tax admin fee calculation. Revenues greater than expenses for the year, no cost to recover

**SOLANO COUNTY
PROPERTY TAX ADMINISTRATION FEE DISTRIBUTION
FOR USE IN FISCAL YEAR 2018-19**

Fund #/ Acct Key	FUND	TOTAL AMOUNT APPORTIONED	ALLOCATION PERCENT	PROPERTY TAX ADMIN FEE DISTRIBUTION
				\$ 6,957,201
COUNTY				
006/1701	ACO CAP OUTLAY	2,296,989	0.4151742%	28,885
047/9002	AVIATION	338,644	0.0612089%	4,258
004/6311	COUNTY FREE LIBRARY	6,840,614	1.2364215%	86,020
001/1101	GENERAL	86,898,411	15.7066398%	1,092,742
036/6150	LIB SPEC TAX ZONE 1	1,046,039	0.1890686%	13,154
037/6180	LIB SPEC TAX ZONE 2	42,566	0.0076937%	535
066/6166	LIB SPEC TAX ZONE 6	19,994	0.0036139%	251
067/6167	LIB SPEC TAX ZONE 7	442,289	0.0799425%	5,562
016/7001	RECREATION	576,401	0.1041828%	7,248
108/3017	SPECIAL ROAD	1,079,500	0.1951165%	13,575
TOTAL COUNTY		99,581,447	17.9990623%	1,252,230

**SPECIAL DISTRICTS GOVERNED BY
COUNTY BOARD OF SUPERVISORS:**

046/9746	CO CONSOLIDATED SVC AREA	127,814	0.0231020%	1,607
TOTAL DEPENDENT DISTRICTS		127,814	0.0231020%	1,607

**SPECIAL DISTRICTS GOVERNED BY
LOCAL BOARDS:**

FIRE DISTRICTS

127/9807	CORDELIA FIRE	300,800	0.0543687%	3,783
128/0128	DIXON FIRE	671,088	0.1212972%	8,439
134/9814	EAST VALLEJO FIRE	579,128	0.1046757%	7,283
130/9810	MONTEZUMA FIRE	675,772	0.1221439%	8,498
131/9810	RYER FIRE	100,712	0.0182034%	1,266
132/9812	SUISUN FIRE	335,455	0.0606325%	4,218
133/9813	VACAVILLE-ELMIRA FIRE	1,331,092	0.2405911%	16,738
TOTAL FIRE DISTRICTS		3,994,047	0.7219126%	50,225

CEMETERY DISTRICTS

180/9866	F-S CEMETERY	275,836	0.0498566%	3,469
177/9855	RIO VISTA CEMETERY	603,335	0.1090511%	7,587
178/9866	ROCKVILLE CEMETERY	691,473	0.1249818%	8,695
179/9857	SILVEYVILLE CEMETERY	519,756	0.0939444%	6,536
181/9859	VAC-ELMIRA CEMETERY	491,418	0.0888224%	6,180
182/0182	WINTERS JOINT CEMETERY	63,470	0.0114720%	798
TOTAL CEMETERY DISTRICTS		2,645,288	0.4781283%	33,265

**SOLANO COUNTY
PROPERTY TAX ADMINISTRATION FEE DISTRIBUTION
FOR USE IN FISCAL YEAR 2018-19**

Fund #/ Acct Key	FUND	TOTAL AMOUNT APPORTIONED	ALLOCATION PERCENT	PROPERTY TAX ADMIN FEE DISTRIBUTION
				\$ 6,957,201
ALL OTHER				
048/0048	BAAQMD	711,481	0.1285982%	8,947
019/9821	COLLINSVILLE LEVEE	9,922	0.0017934%	125
024/9823	DIXON RESOURCE CONS	111,830	0.0202130%	1,406
426/9886	DIXON UNIF LIBRARY	416,469	0.0752756%	5,237
018/0018	GVRD	4,371,742	0.7901799%	54,974
009/0009	MAINE PRAIRIE	65,358	0.0118133%	822
007/0007	MOSQUITO ABATEMENT	2,159,192	0.3902678%	27,152
159/0159	NAPA JT RES CON	11	0.0000020%	0
201/8201	REC DIST 2098	5,746	0.0010386%	72
027/0027	SOL CO WATER CON DIS	7,840,095	1.4170748%	98,589
030/0030	ZONE OF BENEFIT 1	1,052,679	0.1902687%	13,237
032/0032	ZONE OF BENEFIT 2	80,922	0.0146264%	1,018
102/0102	SOLANO IRRIG DIST	664,451	0.1200976%	8,355
023/9822	SUISUN RESOURCE CONS	3,642	0.0006583%	46
025/9824	SOLANO RESOURCE CONS. DIST	170,650	0.0308445%	2,146
427/9887	VACA UNIF LIBRARY	2,228,805	0.4028501%	28,027
022/0022	VSFCD OPERATING	1,127,026	0.2037067%	14,172
049/0049	Y/S AIR QUALITY MGMT DIST	384,289	0.0694591%	4,832
TOTAL ALL OTHER		21,404,310	3.8687679%	269,157
TOTAL INDEPENDENT DISTRICTS		28,043,645	5.0688088%	352,647

SCHOOLS:

601/0601	BEN UNIF SCHL DIST M&O	14,773,136	2.6702022%	185,771
500/0500	CO SCH SERV FUND SUP	4,840,492	0.8749051%	60,869
998/0998	CO SCH SER FUND SUPP	559,251	0.1010830%	7,033
999/0999	CO SUP-BD OF EDUC	1,555,340	0.2811233%	19,558
614/0614	DAVIS JT UNIF ED	11,379	0.0020567%	143
607/0607	DAVIS UNI SCHL DIST M&O	128,793	0.0232790%	1,620
503/0503	DEVELOPMENT CENTER	1,023,051	0.1849136%	12,865
602/0602	DIX UNIF SCHL DIST M&O	8,130,671	1.4695956%	102,243
83/0083	E.R.A.F	104,573,609	18.9013814%	1,315,007
611/0611	F-S UNIF SCHL DIST M&O	29,153,866	5.2694781%	366,608
526/0526	LOS RIOS CC M&O	14,587	0.0026366%	183
610/0610	RIVER DELT JT UNI M&O	7,557,716	1.3660356%	95,038
613/0613	RIVER DELT UNI-ED	393,210	0.0710716%	4,945
528/0528	SAN JOAQUIN CC M&O	1,325,940	0.2396599%	16,674
527/0527	SOLANO COMM COL M&O	13,071,065	2.3625577%	164,368
606/0606	TRAVIS UNI SCHL DIST M&O	5,018,268	0.9070376%	63,104
608/0608	VACA UNI SCHL DIST M&O	22,366,592	4.0426977%	281,259
603/0603	VJO UNI SHCL DIST M&O	26,716,608	4.8289506%	335,960
612/0612	WINTERS JT UNIFIED ED	57,972	0.0104783%	729
609/0609	WINTERS UNI SCHL DIST M&O	641,175	0.1158906%	8,063
TOTAL SCHOOLS		241,912,721	43.7250339%	3,042,040

**SOLANO COUNTY
PROPERTY TAX ADMINISTRATION FEE DISTRIBUTION
FOR USE IN FISCAL YEAR 2018-19**

Fund #/ Acct Key	FUND	TOTAL AMOUNT APPORTIONED	ALLOCATION PERCENT	PROPERTY TAX ADMIN FEE DISTRIBUTION
				\$ 6,957,201
CITIES				
075/0075	BENICIA	15,559,895	2.8124066%	195,665
076/0076	DIXON	3,553,834	0.6423454%	44,689
077/0077	FAIRFIELD	14,306,362	2.5858341%	179,902
078/0078	RIO VISTA	1,701,467	0.3075353%	21,396
079/0079	SUISUN	837,332	0.1513454%	10,529
080/0080	VACAVILLE	14,695,406	2.6561527%	184,794
081/0081	VALLEJO	19,545,720	3.5328331%	245,786
TOTAL CITIES		70,200,016	12.6884525%	882,761
REDEVELOPMENT AGENCIES:				
090/0090	CORDELIA	17,990,144	3.2516672%	226,225
146/0146	DIXON	2,950,008	0.5332055%	37,096
095/0095	FAIRFIELD RGNL CTR	7,952,248	1.4373461%	99,999
149/0149	FAIRFIELD RGNL CTR-AMND <i>Note 1</i>	0	0.0000000%	-
097/0097	FFLD CENTER	4,576,630	0.8272128%	57,551
148/0148	N TEXAS ST CORRIDOR RDA	2,931,579	0.5298745%	36,864
092/0092	FLOSDEN	799,946	0.1445880%	10,059
098/0098	FLOSDEN ANNEX	126,115	0.0227949%	1,586
143/0143	FLOSDEN #3 M/W	1,084,251	0.1959753%	13,634
096/0096	HIGHWAY 12	14,525,313	2.6254089%	182,655
100/0100	I 505/80	29,685,580	5.3655839%	373,295
091/0091	MARINA VISTA	728,010	0.1315857%	9,155
088/0088	RIO VISTA	1,017,210	0.1838578%	12,791
129/0136	RIO VISTA-ARMY RSV CTR <i>Note 2</i>		0.0000000%	-
089/0089	SUISUN CITY	1,807,612	0.3267207%	22,731
147/0147	SUISUN CITY-AS AMMENDED	16,248,960	2.9369531%	204,330
141/0141	VACA PROJECT	9,261,237	1.6739422%	116,460
087/0087	VJO CENTRAL	855,835	0.1546897%	10,762
093/0093	WATERFRONT DEV PROJ	852,761	0.1541341%	10,723
TOTAL REDEVELOPMENT		113,393,439	20.4955405%	1,425,916
TOTAL ALL JURISDICTIONS		553,259,082	100.00%	6,957,201
LESS: COUNTY'S GENERAL FUND/SCHOOLS				4,134,782
COSTS SUBJECT TO RECOVERY				2,822,419

0

Source: FY 2018/19 Schedule of Admin Cost Factors

*Note 1 - Combined with Fund 095**Note 2 - Combined with Fund 088*



Solano County

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

Agenda Submittal

Agenda #:	13	Status:	Consent Calendar
Type:	Contract	Department:	General Services
File #:	19-194	Contact:	Mark Hummel, 784-7908
Agenda date:	03/26/2019	Final Action:	
Title:	Approve an agreement for \$328,648 with Guidepost Solutions LLC of Oakland, CA for the Main Jail Security Upgrade Project at 500 Union Avenue in Fairfield; and Authorize the County Administrator or designee to execute the agreement and any amendments within the approved project budget		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contract		

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

DEPARTMENTAL RECOMMENDATION:

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

1. Approve an agreement for \$328,648 with Guidepost Solutions LLC of Oakland, CA for the Main Jail Security Upgrade Project at 500 Union Avenue in Fairfield; and
2. Authorize the County Administrator or designee to execute the agreement and any amendments within the approved budget.

SUMMARY:

The Department of General Services is recommending the Board approve an agreement (Attachment A) for \$328,648 with Guidepost Solutions LLC for the Main Jail Security Upgrade Project (Project) located at 500 Union Avenue in Fairfield.

FINANCIAL IMPACT:

The agreement is fully funded in the FY2018/19 approved project budget. The scope of the proposed agreement has been separated into four phases to allow partial project delivery if full construction funding is not available. Fees for design bid documents for all four phases will cost \$328,648. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

DISCUSSION:

The Project consists of integrated security electronics upgrades for the Main Jail. The proposed

improvements will provide new security cameras, data networking and storage infrastructure, and replacement of existing security control equipment. The scope of the proposed agreement has been divided into four phases. The four phases as outlined in the agreement are:

1. 'Prison Rape Elimination Act' Compliance (see description below)
2. Upgrade existing analog cameras. New programming to allow camera call-up. Consolidate camera storage with higher resolution.
3. Replace control panels with graphic touchscreen controls & digital intercom. This will allow bases of control similar to Stanton facility and will provide VoIP infrastructure for Phase 4.
4. Provide wireless access and PDAs controls (similar at the Stanton Facility). Provide individual cell shut-off control of cell toilets in housing units.

The initial phase will allow the Main Jail to achieve full compliance with the 'Prison Rape Elimination Act', (PREA) signed into law in 2003. The project is currently funded to complete full design and bid documents along with full implementation of the initial phase for PREA compliance by December 2019.

Guidepost Solutions was selected to provide design and bid documents due to their specialized experience and extensive knowledge of Solano County security procedures and familiarity with existing security electronics within the Main Jail inmate housing areas. Guidepost is uniquely qualified to interface with these existing electronics because they originally designed them. In addition, Guidepost has extensive as-built documentation of the Jail facility. These reasons qualify to not require competitive bidding as stated in the County Purchasing and Contracting Policy section 1.1.11.A.4.g, expert professional services contracts can be authorized without a competitive bidding.

ALTERNATIVES:

The Board could reject, postpone, or request bidding of the project. These actions are not recommended because they could create delays with achieving PREA compliance in the facility and could also result in additional security concerns.

OTHER AGENCY INVOLVEMENT:

County Counsel reviewed and approved the contract as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

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

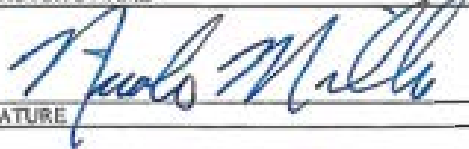


SUBJECT ACCOUNT:

- CONTRACTOR'S NAME

BUSINESS FORM

- \$328,648

- ## Exhibit C – General Terms and Conditions

CONTRACTOR		COUNTY OF SOLANO
<u>Guidepost Solutions, LLC</u>		
CONTRACTOR'S NAME		AUTHORIZED SIGNATURE
		<u>Birgitta Corsello, County Administrator</u>
SIGNATURE		PRINTED NAME AND TITLE
<u>Nicolas Miller, Authorized Representative</u>		<u>675 Texas Street, Suite 2500</u>
PRINTED NAME AND TITLE		ADDRESS
<u>180 Grand Avenue, Suite 400</u>		<u>Fairfield</u> <u>CA</u> <u>94611</u>
ADDRESS		CITY STATE ZIP CODE
<u>Oakland</u> <u>CA</u> <u>94612</u>		Approved as to Content:
CITY STATE ZIP CODE		
		DEPARTMENT HEAD OR DESIGNEE
		Approved as to Form:
		
		COUNTY COUNSEL

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

Guidepost Solutions will provide security and low voltage systems design and construction administration services for the following scope of work.

1. Provision of new cameras and viewing workstations to obtain facility compliance with PREA requirements.
2. Provision of a new IP-based recording system to accommodate recording and storage of camera video for new and existing cameras at the same recording parameters used for the cameras at the Stanton Correctional Facility (15 Frames Per Second, 720P Resolution, 365 Days).
3. Provision of replacement IP-based cameras for all existing camera locations, including maintaining existing event-driven automatic camera call-up currently in-use at the Central Control Operator Workstations.
4. Provision of replacement of all light-and-switch-based Operator Control Panels with Touchscreenbased operator controls, maintaining all existing monitor and control functions, including elevator control.
5. Provision of a new dedicated intercom control system to gain a similar intercom call functionality to the Stanton Correctional Facility.
6. Provision of a dedicated Wi-Fi infrastructure and PDA-tablet devices, integrated with the security electronics system to allow remote control and monitoring from the tablets in a manner similar to the Stanton Correctional Facility.
7. Provision of network infrastructure to support the remote communication of plumbing control modules for inmate cells and showers to the facility Building Automation System, and the interface of the plumbing control modules to the security electronics system for control at the operator touchscreens.
8. Standardization on security electronics control equipment for commonality of user interface and maintenance between the Stanton Correctional Facility and the Justice Center while attempting to ensure that the standardized equipment specified is non-proprietary, "off-the-shelf" equipment that can be obtained and maintained by multiple security electronics integrators.

Work will be designed with the following project phases:

Pre-Design

Conduct kick-off meeting, perform initial facility site visits, and prepare documents for future site walks to determine exact camera placements and camera views for cameras designed in Phase 1 and Phase 2.

Phase 1

Provide new IP-based cameras to assist in facility compliance with PREA requirements. This includes the installation of cameras to maximize the view of cell dayroom spaces and other areas in the facility occupied by inmates. Provide new network switches in each control equipment location to accommodate new cameras. Provide new fiber-optic network infrastructure from the Main Security Electronics Equipment Room to all other Security Electronics Equipment Room Locations to facilitate new camera video network and provide additional infrastructure to support communication in future phases. Provide new NVR with storage in a RAID-6 configuration to accommodate 1-year of video storage of new IP cameras at 720p resolution, 15 images per second for each camera, and existing analog cameras at 4CIF resolution, 15 images per second. New computer-based video displays will be provided at viewing locations for real-time viewing of new video cameras at 6 existing control room locations, plus 9 new locations. At the completion of this phase there will be no change in controls for the user. The only change to the user will be the additional displays for the new cameras.

Phase 2

Replace existing facility analog cameras with new IP cameras. Provide connection to new network switches in Security Electronics Equipment Rooms. Expand NVR storage using a RAID-6 configuration to accommodate recording of all facility cameras for 1 year at 720p resolution, 15 images per second. Provide new programming interface to maintain the existing event-based automatic camera call-up on the new video displays provided in the control rooms in phase 1. Demolish existing analog camera matrix switch and recording equipment in the Main Security Electronics Equipment Room. Demolish existing analog camera monitors in the facility. At the end of this phase the control operators will still be using the existing light-and switch control panels for door and intercom control and monitoring, but camera video, including automatic event-based camera call-up will be displayed on the computer-based video displays.

Phase 3

Replace existing light and switch operator control panels with new computer-based graphic touchscreen controls. Connect existing programmable logic controllers to the new security electronics network using new network switches and the fiber-optic cabling provided in phase 1. Provide new digital intercom system controls and transfer existing intercom wiring to these controls. Because the new touchscreen control panels are network-based, and the light and switch control panels are hard-wired, both controls could be run simultaneously during the cut-over process. Doors would be simultaneously controlled, while intercoms would be accessible from the light-and-switch panels until they are transferred to the new intercom system where they will be controlled by the touchscreen. At the completion of this phase the intercom system will have the ability to transfer intercom control to or from any touchscreen control location and the intercom master communication between control rooms will be similar to the Stanton Correctional Facility. The intercom upgrade will also provide the infrastructure required for

Voice-over-Internet-Protocol communication required for the PDA control to be implemented in Phase 4. At the completion of this phase the user will be operating Touchscreen controls and viewing video with equipment in a similar configuration to the control locations at the Stanton Correctional Facility.

Phase 4

Provide wireless access points, connected to the network switches installed in Phase 2, and provide ruggedized Personal Digital Assistants (PDAs) and associated programming to allow control of the cell doors, lights, and intercoms in a manner similar to the controls at the Stanton Correctional Facility. Provide interface to the proposed cell toilet solenoids discussed in the "Solano County – Fairfield Jail Water Management System Upgrade" report dated May 24, 2018, and created by Canon Design, to facilitate control by the touchscreen operator's control panels. The PLC inputs and outputs abandoned in Phase III for the intercom system upgrade will be used for the connection/control of the toilet solenoids. Provide programming to include the control of the toilet solenoids at the touchscreen control panels. Coordinate with the manufacturer of the recommended toilet solenoid manufacturer to ensure compatibility of hardwired toilet solenoid shut-off.

SCOPE OF SERVICES

Guidepost Solutions will proceed with preparation of Construction Bid Documents, outlining the required scope of security upgrade work. Included will be complete technical bid documents (Plans & CSI specifications). Construction documents will be submitted at 50%, 95%, and 100% completion to County for review. Guidepost Solutions will also review County's Division 0 and 1 specifications and provide comments and input. Guidepost Solutions will conduct a design review meeting with County representatives. Submittal to the BSCC, if required, will be coordinated by the Owner, with support as necessary.

As part of Guidepost Solutions Construction Administration services, Guidepost Solutions will work with the County to develop bidder pre-qualification documents (application procedure, proposal requirements, evaluation criteria, and selection method). Guidepost Solutions will review and evaluate responses to the pre-qualification RFQ package. Guidepost Solutions will participate in pre-bid site walk and pre-bid conference. Guidepost Solutions will assist in evaluating bid proposals. During construction, Guidepost Solutions will also review contractor shop drawings and equipment submittals, respond to contractor questions during construction, and attend site meetings during construction and assist in final system acceptance. Upon completion of the project, Guidepost Solutions will review, reassemble, and resubmit to the county CAD as-built drawings. Construction Management will include support for project during construction. Guidepost Solutions services will include attending jobsite construction coordination meetings and spot check of as-built drawings for accuracy. Non-technical inspections (safety and health, security, labor compliance, etc.) are not included in Guidepost Solutions scope. Guidepost Solutions will chair periodic construction progress meetings, prepare meeting minutes, agenda, and monthly reports summarizing project status. Guidepost Solutions will assist in Final Acceptance Testing to assure that all equipment is fully operational.

SPECIAL REQUIREMENTS

Guidepost Solutions LLC will require the following information, materials, and service at Architect's expense:

1. Access to and consultation with the Architect, other project related individuals and entities; including timely responses and decisions reasonably requested by Guidepost Solutions LLC.
2. Access to written and graphic architectural, electrical, structural, mechanical and civil engineering plans and design specifications, and plans.
3. Detailed information, as required, on additional Owner equipment for interface to other systems.
4. Support of Owner's IT group for network coordination and connection to control equipment.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. COMPENSATION AND REIMBURSABLES

The proposed services will be provided for a lump sum amount as shown in Estimated Breakdown of Compensation by System and by Phase of this proposal. These services will be billed on a percent complete basis.

ESTIMATED BREAKDOWN OF COMPENSATION BY SYSTEM AND PHASE

LOW VOLTAGE SYSTEMS FEES			
PHASE OF WORK	DOCUMENTS CREATION	CONSTRUCTION ADMINISTRATION	TOTAL FEE BY PHASE
Pre-Design	\$7,500	0	\$7,500
Phase 1 – Provide New Cameras	\$108,392	\$52,068	\$160,460
Phase 2 – Replace Existing Cameras	\$23,911	\$10,742	\$34,653
Phase 3 – Upgrade Controls	\$49,111	\$22,064	\$71,175
Phase 4 – Provide PDA Control Support and Cell Toilet Shutoff	\$37,853	\$17,007	\$54,860
TOTAL COMPENSATION			\$328,648

Project Design Services Phases of work are shown to provide the County with the ability to select Construction Documents and Construction Administration services for project phases as funds become available. Phases must be completed in order and Construction Documents Services must be completed before Construction Administration services can begin for any phase.

2. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall, within thirty days of receipt, pay Contractor in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

3. ADDITIONAL SERVICES

- A. For additional services, Contractor shall be paid according to the hourly rate attached as Exhibit B-1.
 - a. Changing or re-designing any project aspect or element previously submitted by Guidepost Solutions LLC in compliance with this proposal, or previously approved by Architect, including but not limited to project description, scope, requirements, goals, equipment, capabilities, facilities, contractors, plans, or designs.
 - b. Producing site plans, floor plans, or any drawings not listed under construction

documents.

- B. The system design will be prepared in compliance with Owner's standards and direction in end user meetings, where the Owner Representative and Guidepost Solutions LLC will both be present. Design beyond what is described in this proposal shall be subject to additional compensation.
- C. This project does not include the provision of electrical circuits by an electrical engineer. It is assumed that existing circuits will be re-used.
- D. This proposal does not include site utility coordination, site utility surveys, vault investigation, or discovery of existing underground site utilities, unless specifically mentioned within the scope of services.
- E. This proposal does not include the design of upgraded architectural features in the control rooms including casework, floor tile and lighting. It is assumed that there will be minimal repair of existing casework in these spaces.

EXHIBIT B - 1
GUIDEPOST SOLUTIONS LLC 2019 HOURLY RATES

DESIGN SERVICES

Principal	\$250/hr
Subject Matter Expert	\$230/hr
Senior Project Manager	\$200/hr
Project Manager	\$185/hr
Senior Designer	\$185/hr
Professional Engineer	\$185/hr
Technology Designer	\$175/hr
Associate Project Manager	\$160/hr
Design/Drafting	\$125/hr
Technical Support	\$115/hr

MANAGED SERVICES

Enterprise Solution Developer	\$125/hr
Implementation Analyst	\$100/hr
Support Analyst	\$75/hr

* These rates are evaluated annually. Any changes in project completion may result in an increase in rates and total compensation.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

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

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

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

2. TIME

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

3. TIME OF PERFORMANCE

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

4. TERMINATION

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

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

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

5. SIGNATURE AUTHORITY

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

6. REPRESENTATIONS

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

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

7. INSURANCE

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

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

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

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

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

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

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

D. Additional Insurance Coverage

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

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

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

F. Deductibles and Self-Insured Retentions

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

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

G. Other Insurance Provisions

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

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

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

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

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

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

8. BEST EFFORTS

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

9. DEFAULT

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

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

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

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

10. INDEMNIFICATION

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

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

11. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAW

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

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

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

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

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

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

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

19. INSPECTION

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

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

- i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and
- ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

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

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

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

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

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

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

33. PRICING

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

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

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

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

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

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

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

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

36. EXECUTION IN COUNTERPARTS

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

37. LOCAL EMPLOYMENT POLICY

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

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

38. ENTIRE CONTRACT

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



Solano County

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

Agenda Submittal

Agenda #:	14	Status:	Consent Calendar
Type:	Contract	Department:	General Services
File #:	19-230	Contact:	Megan M. Greve, 784-7900
Agenda date:	03/26/2019	Final Action:	
Title:	Approve a multi-year contract for \$195,000 with Bonfire Interactive Limited of Kitchener, Ontario for Web-Based E-Procurement Solutions; and Authorize the County Administrator or designee to execute the agreement and any amendments within the approved project budget		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contract, B - List of Proposers		

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

Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

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

1. Approve a multi-year contract for \$195,000 with Bonfire Interactive Limited of Kitchener, Ontario for Web-Based E-Procurement Solutions; and
2. Authorize the County Administrator or designee to execute the agreement and any amendments within the approved budget.

SUMMARY:

The County conducted an extensive outreach and public solicitation for proposals to provide the County with an E-Procurement platform and solutions. Proposals were evaluated by a panel and interviews were conducted. The County has determined that Bonfire Interactive Ltd. is the best qualified firm to provide electronic procurement web-based software solutions that will allow the County to increase efficiencies in its procurement processes. The Department of General Services is recommending that the Board approve a multi-year contract with Bonfire Interactive Ltd. for \$195,000 (Attachment A).

FINANCIAL IMPACT:

The total cost of the multi-year contract is \$195,000 of which \$15,000 is funded within the General Services Central Services Division's FY2018/19 adopted budget to cover implementation of the software. The appropriation needed for FY2019/20 thru FY2021/22 is \$60,000 annually for site licenses and software maintenance.

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

DISCUSSION:

The County solicited a request for proposal and received four proposals (Attachment B). Following an evaluation and scoring process, Bonfire Interactive, Ltd. was determined to be the best qualified firm to provide the County with an E-Procurement platform and solution.

E-Procurement Solution will provide an innovative and integrated approach that will incorporate all facets of procurement regulations and will enable the County to address a full range of issues arising in the procurement of supplies, services, and construction (such as streamlining and standardizing current manuals and purchasing processes and provide a single place to quickly perform, manage, track, and report on all procurement activities); and will include emerging models for long term procurement in the context of public-private partnership. Bonfire Interactive, Ltd will assist the County in achieving objectives and business outcomes based on five values including cost savings, customer service improvement, risk reduction, compliance, and performance measures.

ALTERNATIVES:

The Board could choose not to award the contract. This action is not recommended as the recommended e-procurement software solution will enable the County to achieve greater procurement efficiencies and improve customer service delivery.

OTHER AGENCY INVOLVEMENT:

The Department of General Services coordinated with the Department of Information Technology to develop technical requirements and County Counsel reviewed the contract.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



County of Solano Standard Contract

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

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

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

BONFIRE INTERACTIVE LTD

CONTRACTOR'S NAME

BUSINESS FORM

2. The Term of this Contract is:

March 31, 2019 through June 30, 2022

3. The maximum amount of this Contract is:

Not to Exceed \$195,000.00

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 (also include Cyber Insurance)

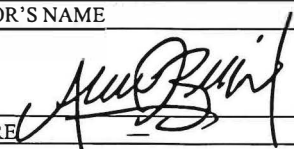

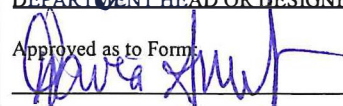
Attachment 1- Record Retention Schedule

Schedule A – Service Descriptions and Definitions

Schedule B – Service Level Agreement

Schedule C – License Agreement

This Contract is made on _____, 2019.

CONTRACTOR			COUNTY OF SOLANO		
BONFIRE INTERACTIVE, LTD. CONTRACTOR'S NAME			AUTHORIZED SIGNATURE		
SIGNATURE 			Brigitta E. Corsello, County Administrator		
Andrew Wilgar - Executive Director of Sales PRINTED NAME AND TITLE			675 Texas Street, Suite 2500 ADDRESS		
121 CHARLES STREET WEST, SUITE C429 ADDRESS			Fairfield CA 94533 CITY STATE ZIP CODE		
KITCHENER	ONTARIO	N2G 1H6	Approved as to Content:		
CITY	STATE	ZIP CODE			
			DEPARTMENT HEAD OR DESIGNEE		
			Approved as to Form:		
					
			COUNTY COUNSEL		

Rev. 01/22/18

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

Bonfire Interactive Ltd. (herein after referred to as the “Contractor”) agrees to provide a managed Software-as-a-Service (SaaS) eProcurement Solution (herein after referred to as the “Solution”) and services requested by the County in its Request for Proposal (“RFP”) No. 918-0727-19 and as set forth in Contractor’s response to (“Proposal”) dated September 13, 2018.

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

SCOPE OF SERVICE/ PROJECT

1. Solution shall support and comply with all County and state statutes, regulations, policies and guidelines relevant to procurement including soliciting, awarding, processing, executing and overseeing contracts, including contract compliance.
2. The Solution shall balance the Enterprise procurement needs with the decentralized procurement needs of individual departments (and agencies) while also providing centralized oversight/control.
3. The Solution and implementation plan shall meet the following requirements and capabilities:

A. SOURCING/BID MANAGEMENT MODULE - (IFB, RFI, RFP, RFQ)

The Sourcing/Bid Management components of the Solution shall provide functionality to automate the entire bidding process for both the Purchasing Agent/User and the vendor. The Contractor shall provide and implement a customizable, paperless, web-based module that, at a minimum includes the following:

1. Create solicitations such as formal or informal, sealed or un-sealed, reverse auctions, construction bids and complex or simple solicitations; Request For Proposals (RFP), Invitation For Bids (IFB) and Request For Quotes (RFQ);
2. Provides subscription services, by issuing such solicitations, amendments, or notifications of solicitations electronically to registered vendors by listed NIGP classification codes;
3. Leverage use of standard templates and libraries;
4. Auto-post solicitations to the County website, www.solanocounty.com;
5. Interface with County owned website, www.solanocounty.com;
6. Facilitate electronic workflow routing of solicitation for review and approval;
7. Establish a real-time interactive vendor interface for responding to solicitations;
8. Receive electronic bids, proposals and/or quotes;

9. Provide a secure "Lock Box" to hold bids in secret until the established deadline has been reached;
10. Provide interface to conduct evaluation of bids/proposals, and making the award;
11. Bid protest management;
12. Perform real-time, on-line bid tabulation downloadable into Microsoft (MS) Excel;
13. Host a library of templates applicable to Solano County solicitations;
14. Generate award documents with electronic workflow - routing, allowing the County to override as needed;
15. Automate the creation of catalogs and contracts and ensure the ability of maintain/adopt/change and catalog contract;
16. Provide on-demand, intelligent and intuitive customizable comprehensive reports with both data and graphical representations; must have the ability to export into MS Excel; and
17. Provide reports regarding any/all solicitations upon demand.

B. VENDOR/SUPPLIER ENABLEMENT/MANAGEMENT MODULE

The Contractor shall provide and implement a customizable, paperless, online Vendor/Supplier Enablement/Management module that allows for:

1. Comprehensive free vendor registration and user profile;
2. Self-service vendor profile and document tracking;
3. Reporting capability on vendor type, classification, profile, etc. with the ability to be downloaded into MS EXCEL or other format for ease of organization and/or data manipulation;
4. Reporting capabilities to assess, track, manage and report vendor performance across all procurement activities and include capabilities to capture and address performance complaints/issues; and
5. Functions of vendor matching, customized vendor report, tacking of important vendors' matrices, and vendors list management.

C. CONTRACT MANAGEMENT MODULE

Contractor's Contract Management components of the Solution shall encompass all aspects of contract development, tracking and administration. Workflow functionality provides oversight by

automating the review and approval processes. The Contractor shall provide and implement a customizable, paperless, web-based contracts management module that, at a minimum:

1. Creates and electronically issues modifications to existing contracts, amendments, and renewals;
2. Establishes a searchable and retrievable database for contract insurance certificates, standard contract attachments, and any other required contract specific certificates or attachments;
3. Manages subcontractors, identification of authorized resellers (dealers, distributors, etc.), vendor sales reports, vendor performance;
4. Provides email reminders of contract expirations at least 120 days before expiration (allow for customization of reminder dates);
5. Provides detailed, comprehensive diverse reporting data and graphical representation for all solicitations and awards issued within the system; and
6. Manages contract notification, tracks dates, lead times and start dates automatically.

D. SPEND/DATA ANALYTICS & REPORTING MODULE

The Contractor shall provide and implement a customizable, paperless, web-based solicitation module with the ability to:

1. Provide the means to assess spending across operation dimensions, such as vendor classification, organizational elements and buying trends;
2. Export all reports in MS Excel and Word formats;
3. Provide reporting in interactive charts and dashboards with the ability to 'drill down' to the transactional data for comprehensive analysis; and
4. Provide for ability of reports, charts, and dashboards to be designed for public access.

E. AUDIT TRAIL AND HISTORY

The Solution shall track all users and vendors activity and run related reports. This shall be key to record audit trails throughout the Solution. As result of this function, all bid submissions must be time stamped. If a vendor submits a bid protest, the Solution shall display the time history on when that vendor downloaded the solicitation and when a proposal was submitted.

The Audit Trail and History part of the Solution shall:

1. Track the history to report date, time, user, when and who approved if applicable, status changes, approval or rejection history, etc.;
2. Obtain the history either by running a report, opening a history tab, or other vendor option;
3. Retain all data and documents in accordance with the County Adopted Record Retention

Schedule (Attachment 1);

4. Allow for versioning of documents, catalogs, profile history, etc.;
5. Retain all documents generated in the Solution (e.g., multiple change orders); and
6. Provide that no documents will be deleted and or purged without prior written consent from the County.

F. DISASTER RECOVERY PLAN

The Contractor shall provide the firm's Disaster Recovery Plan for the Solution and maintain that plan for the duration of this contract. The activities of the Plan are intended to minimize downtime of critical information, interruption of employee work schedules, and financial exposures for the County.

G. USER EXPERIENCE

Contractor shall provide, at a minimum:

1. Intuitive navigation that guides users to the appropriate solution component with as few clicks as possible;
2. Capability that allows user personalization of his/her initial screen based on the needs or use of the Solution;
3. System-driven capabilities that can direct the user to the appropriate process or functionality of the Solution;
4. Functionality optimized for mobile access and use; and
5. User entry into the Solution that can be configured such that the user is automatically navigated to the component most relevant to the user.

H. USER ACCOUNTS AND ADMINISTRATION

Contractor shall provide a variety of user account types from full access for system administrators to a tiered structure of limited access depending on the user's role. The Contractor shall coordinate and develop the user account structure with the County during the initial stages of implementation. These tasks shall include the following:

1. An approval hierarchy of assigned users (or alternate approver should an approver not be available) based on the user initializing the process (e.g., requisition to initiate a bid for a commodity requirement: an agency or department may have several assigned personnel that approves the request before it is released to Purchasing begin the posting process);
2. Creation of user accounts that, based on set permissions, provide the ability to share documents (e.g., technical proposal for review);

3. Customization of the administration of the Solution, including user setup/maintenance and the ability to delegate assignment to allow the County the option to distribute the administration responsibilities; and
4. Establishment of administrator accounts in order to send email blasts or notices on home screens to all or select user groups within set permissions.

I. TRAINING

Contractor shall develop and implement a Training Plan, which must be approved by the County Central Service Manager Project Manager (PM). The following are minimum types of users that must be addressed in the Training Plan:

- County Employees/End Users
- Vendors
- IT/System Administrators
- Help Desk Staff
- End User Trainers

Contractor shall provide training to ensure all users identified herein are properly trained to maximize the Solution's capabilities and modules.

The following type of training methods must be addressed in the Training Plan:

- On-site instructor lead and/or computer based classroom training
- Web-based Instructor lead training with live trainers (not a pre-recorded webinar)
- Web-based self-service/on-demand training (web posted video)

The Contractor must provide training materials appropriate for each type of training service provided. The training materials must detail a step-by step process and directions.

The County will have the right to download, copy, and distribute all training materials at its discretion for the sole purpose of training County employees.

J. ON-GOING SUPPORT

Upon completion of Solution implementation, the Contractor shall provide Solution support services to the County, including:

1. Continuous training on updates/upgrades to Solution;
2. Access to updated communication products for Solution;
3. Immediate desktop support during normal working hours (Monday – Friday, 8:00 a.m. – 5:00 pm PST) for all County-contracted modules to the Solution; and
4. The Contractor shall assign a designated account representative(s) with the capacity to provide on-going support to the County.

K. SOLUTION ACCESS AND SUPPORTED BROWSERS

The solution must be compatible with Microsoft Windows 7 and/or the most current version of Microsoft Windows.

Solano County currently supports the browsers listed below. The Solution must be supported by at least two of the following browsers:

- Internet Explorer 11
- Google Chrome
- Microsoft Edge
- Mozilla Firefox
- Apple Safari

L. Contractor agrees that all County data in the Solution at any given time is the property of the County of Solano, without exception.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. COMPENSATION

The County agrees to pay a prorated portion of the Solution upon submission of an invoice by Contractor. Subsequent invoices shall be provided by July 1 of each year and shall be paid Net 45 days after invoice(s) have been reviewed, accepted and approved.

ORDER	DETAILS
Plan Type	3 Month Pro Rate + 3 Year Term
Currency	USD
Contract Type	Bonfire Public Pro
3 Month Term Start Date	31 March, 2019
3 Month Term End Date	June 30, 2019
3 Year Term Start Date	July 1, 2019
3 Year Term End Date	June 30, 2022
Billing Cycle	3 Month Term Invoice & Annual Term Invoice (on July 1st of each year)
Data Location	United States

2. METHOD OF PAYMENT

A. THREE (3) MONTHS CONTRACT – COST

QUANTITY	DESCRIPTION	AMOUNT
1	Bonfire Public Pro - Site License	\$50,000.00
	Less: 3/12 Month Pro Rate	- \$37,500.00
	Includes all functionality and services listed in Year 1	
1	Bonfire Contract Management Module - Unlimited	\$10,000.00
	Less: 3/12 Month Pro Rate	-\$7,500.00
	Includes all functionality and services listed in Year 1	
3 Month Contract Total		\$15,000.00

B. THREE (3) YEARS CONTRACT – COST

QUANTITY	DESCRIPTION		AMOUNT
1	Bonfire Public Pro - Site License - Year 1		\$50,000.00
	Unlimited Internal User Seats	Included	
	Unlimited Projects	Included	
	Unlimited Evaluators/Reviewers/Advisors	Included	
	Unlimited Submissions	Included	
	Unlimited Suppliers & Vendors	Included	
	Vendor/Supplier Management	Included	
	Bidtables	Included	
	Questionnaires	Included	
	COI/NDA	Included	
	eAuction	Included	
	Reporting & Insights	Included	
1	Bonfire Contract Management Module - Unlimited - Year 1		\$10,000.00
	Unlimited Users	Included	
	Unlimited Departments	Included	
	Unlimited Custom Fields	Included	
	Unlimited Reminders/Notifications	Included	
	Unlimited Training	Included	
	Implementation/Set-up	Included	
	Maintenance/Hosting	Included	
	Associated Releases/Upgrades	Included	
	Unlimited On-going Support	Included	
1	Bonfire Public Pro - Site License - Year 2		\$50,000.00
1	Bonfire Contract Management Module - Unlimited - Year 2		\$10,000.00
	Includes all functionality and services listed in Year 1		
1	Bonfire Public Pro - Site License - Year 3		\$50,000.00
1	Bonfire Contract Management Module - Unlimited - Year 3		\$10,000.00
	Includes all functionality and services listed in Year 1		
	Year 1,2, & 3 Annual Totals		\$60,000.00
	Total Contract Value		\$195,000.00

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

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

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

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

2. TIME

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

3. TIME OF PERFORMANCE

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

4. TERMINATION

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

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

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

5. SIGNATURE AUTHORITY

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

6. REPRESENTATIONS

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

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

7. INSURANCE

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

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

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

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

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

D. Additional Insurance Coverage

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

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

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

F. Deductibles and Self-Insured Retentions

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

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

G. Other Insurance Provisions

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

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

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

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

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

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

8. BEST EFFORTS

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

9. DEFAULT

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

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

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

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

10. INDEMNIFICATION

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

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

11. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAW

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

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

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

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

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

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

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

19. INSPECTION

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

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

- i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and
- ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

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

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

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

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

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

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

33. PRICING

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

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

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

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

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

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

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

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

36. EXECUTION IN COUNTERPARTS

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

37. LOCAL EMPLOYMENT POLICY

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

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

38. ENTIRE CONTRACT

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Section 2 of the Standard Contract, and unless terminated earlier by either party, this Contract shall be automatically extended from 07/01/2022 through 12/31/2022 to allow for continuation of services and sufficient time to complete a novation or renewal contract.

2. SPECIAL RESPONSIBILITIES OF CONTRACTOR

Contractor agrees to maintain data in compliance with the County's Record Retention policies as may be amended from time to time.

3. TERMINATION FOR CONVENIENCE PAYMENT OF ANNUAL FEES

Notwithstanding Section 4(A) of Exhibit C allowing for termination by either Party, with or without cause, upon 30 days' written notice; if the County chooses to terminate the Contract in this matter, the County shall pay all fees calculated for the full unexpired annual term of the agreement.

Attachment 1
Record Retention Schedule

Record No.	[PRIMARY] FUNCTION	[SECONDARY] BUSINESS_PROCESS_CATEGORY	[TERTIARY] SUB-CATEGORY	[QUATERNARY] EXAMPLES	DESCRIPTION	CATEGORY NAME	DOC. TYPE	[TAXONOMY] BROAD TERM	[TAXONOMY] RELATED TERMS	[TAXONOMY] NARROW TERMS	2014 RET (in Years)	TRIGGER DATE_FIELD	2012 RET_IT (in Days)	DISPOSITION	CITATIONS
047	Finance	Purchasing	Procurement, Purchasing and Requisitioning	Bids, Awards (Accepted, Unaccepted, Rejected) Change Orders Delivery Records Electronic Bids Exhibits Price Lists Purchase Orders Purchasing Package Quotations Receiving Reports Requisitions Requests for Information (RFI) Requests for Proposal (RFP) Requests for Quote (RFQ) Scorecards Specifications Spend Analytics	Records and information created or retained in the purchasing or acquisition of goods and services. Documentation that includes the terms and conditions under which vendors will provide goods or services.	Procurement	PROCUREMENT	financial, procurement	procurement, purchasing, requisition, acquisition	bid, award, change order, delivery, deliveries, exhibit, price list, purchase order, quote, quotation, receive, receiving, request for information, RFI, request for proposal, RFP, request for quote, RFQ, scorecard, score card, specification, spend analytics	CY+6Y	CREATE_DATE	2557	DELETE	CA - CCP 337 - (4Y) CA - GC 34090 - (2Y) US - 26 CFR 1.6001-1 - (MAINT) US - 26 CFR 31.6001 (CY+3Y) US - 26 CFR 301.6501 - (CY+3Y) US - 26 USC 6001 - (MAINT) US - 26 USC 6501 - (6Y) US - 29 CFR 516.20 - (MAINT) US - 29 CFR 516.25 - (MAINT) US - 29 CFR 516.5 - (3Y) US - 29 CFR 516.7 - (INSPECT) US - 48 CFR 4.705-3 (b)-(g) - (CY+4Y) US - IRS Rev. Proc. 97-22 - (MAINT) US - IRS Rev. Proc. 98-25 - (MAINT) US - IRS Rev. Rule 71-20 - (MAINT)
048	Finance	Purchasing	Vendor, Supplier Files	Approved Supplier Documents Supplier Catalogs Vendor Packets Vendor Applications, Profiles	Records and information of suppliers and vendors to all County organizations created or retained in the purchasing or acquisition of goods and services.	Vendors	VENDORS	financial, procurement	vendor, supplier, procurement, purchasing, acquisition	approved supplier, catalog, vendor packet, vendor application, vendor profile	SU	CLOSE_DATE	0	DELETE	

SCHEDULE A – SERVICE DESCRIPTIONS AND DEFINITIONS

All capitalized terms used in this Schedule shall have the meanings ascribed thereto in the Contract. This Schedule may be amended from time to time in accordance with the terms of the Contract, and is deemed incorporated into the Contract, as amended.

1. PLATFORM SERVICES.

A. Description of Platform Services. Platform Services include all items in Exhibit A “Scope of Services”, which include the following functionality:

- a. Public portal for file upload / submission.
- b. Project creation and management.
- c. User account creation and management.
- d. Evaluation criteria and scorecard creation and management.
- e. Scoring summary creation and management.
- f. General file management.
- g. Dashboards and activity reports.
- h. Data exports.

2. CUSTOM DEVELOPMENT AND SERVICES. The following optional custom development services are available to the Customer, the terms of which shall be negotiated by the parties.

A. Data Migration Service: Importing Customer’s legacy data and files into Platform Services. Exporting Customer’s historical data in a structured manner out of Platform Services.

B. Custom Development Service: Includes any additional development that the Customer would like done for integrating custom data formats, the creation of custom report formats, and any other development required to fill Customer needs.

3. BUSINESS DAYS

- A. Business Days are defined as Monday – Friday.
- B. Business Days do not include holidays, which include:
 - a. New Year's Day (January 1)
 - b. President's Day / Family Day (Third Monday in February)
 - c. Good Friday (Friday before Easter Sunday)
 - d. Victoria Day (Monday before May 25)
 - e. Labor Day (First Monday in September)
 - f. Columbus Day / Thanksgiving Day (Second Monday in October)
 - g. Christmas Day (December 25)
 - h. Boxing Day (December 26)

SCHEDULE B – SERVICE LEVEL AGREEMENT

Bonfire Interactive Ltd. understands the importance and centrality the Platform Services plays in supporting an organization's business processes. We value and appreciate the trust that each customer places in us.

This Service Level Agreement ("SLA") is a policy governing the use of the Platform Services between Bonfire ("us" or "we") and users of Platform Services ("you"). This SLA applies separately to each Customer using the Platform Services. Any amendments or revisions to this SLA will be in writing and agreed to by both parties.

Bonfire is committed to providing reliable high-performance managed services to our customers. Our SLA has been designed to ensure the highest quality service and to provide compensation to the Customer in the event of failure to achieve the specified metrics herein.

1. SERVICE COMMITMENT

- A. **Service Availability.** Bonfire will use commercially reasonable efforts to make the Platform Services available with a Monthly Uptime Percentage (defined below) of at least 99.5% during any monthly billing period. In the event Bonfire does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.
- B. **Data Redundancy.** Bonfire will use commercially reasonable efforts to provide at a minimum one (1) redundant data store for Customer Data, updated on a daily basis, during the period of the Term.
- C. **Data Storage Term.** While there exists an SLA in place between the Customer and Bonfire, Bonfire will use commercially reasonable efforts to store all Customer Data for a period of nine (9) years from its creation date. (Refer to Exhibit D, Records Retention Schedule).
- D. **Data Exportation.** Bonfire will use commercially reasonable efforts to provide (i) the access or means for the Customer to export the Customer Data out of the Platform Services or (ii) a comprehensive export of all Customer Data in downloadable Excel and ZIP formats upon request.

2. SERVICE AVAILABILITY DEFINITIONS

- A. **Server Outage.** A "Server Outage" is defined as an instance in which no traffic can pass in or out of the Bonfire managed server(s) for more than 15 consecutive minutes ("Service Unavailable"). We will calculate the Service Unavailable for each Customer as a percentage for each fifteen-minute period in the monthly billing cycle. The calculation of the number of Server Outages will not include outages that arise directly or indirectly as a result of any of the SLA Exclusions (as defined below).

B. Monthly Uptime Percentage. The “Monthly Uptime Percentage” is calculated by subtracting from 100% the average of the Service Outage from each fifteen-minute in the monthly cycle.

3. **SERVICE CREDITS.** It will be Solano County’s responsibility to notify Bonfire of any down time. Bonfire will investigate and provide appropriate refund if necessary.

“Service Credits” are calculated as a percentage of the total charges paid by you to Bonfire for the billing cycle in which the error occurred in accordance with the schedule below.

A. Service Credit Percentages:

- a. For Monthly Uptime Percentage equal to or greater than 99.0% but less than 99.5% - Service Credit of 1%
- b. For Monthly Uptime Percentage less than 99% - Service Credit Percentage of 5%.

We will apply any Service Credits against future Bonfire payments otherwise due from you unless there are none, in which case Service Credits will be refunded. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 Canadian Dollar). Service Credits may not be transferred or applied to any other Customer.

4. **SERVICE CREDIT PROCEDURE.** To receive a Service Credit, you must submit a request by sending an e-mail message to support@gobonfire.com. To be eligible, the credit request must (i) include your account URL in the subject of the e-mail message; (ii) include, in the body of the e-mail, the dates and times of each incident of each outage; and (iii) be received by us within ten (10) business days after the end of the billing cycle in which the errors occurred. If the Monthly Uptime Percentage applicable to the month of such request is confirmed by us, we will issue the Service Credit to you within one billing cycle following the month in which the error occurred. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.
5. **SERVICE COMMITMENT EXCLUSIONS.** The Service Commitment does not apply to any unavailability, suspension, termination of Platform Services, or any other Platform Services performance issues (i) that result from Downtime and Service Suspensions as defined below. “Service Suspensions” means, collectively, Bonfire’s right to suspend access to any portion or all of the Platform Services at any time, on a Service-wide basis: (a) for scheduled Downtime to permit us to conduct maintenance or make modifications to any Platform Service; (b) in the event of a denial of service attack or other attack on the Platform Service or other event that we determine, in our sole discretion, may create a risk to the applicable Platform Service, to you or to any of our other customers if the Platform Service were not suspended; or (c) in the event that we determine that any Platform Service is prohibited by law or we otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons. To the extent we are able, we will endeavor to provide you email notice of any Service Suspension and email notice regarding resumption of Platform Services following any such suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the Platform Services; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other

technology (other than third party equipment within our direct control); or (v) arising from our suspension and termination of your right to use Platform Services in accordance with the terms of the Agreement. If availability is impacted by factors other than those used in our calculation of the Server Outage, we may issue a Service Credit considering such factors in our sole discretion.

6. **LICENSE** - Contractor further will provide the following:

- A. Grant to the County for internal use by County, its agents, contractors, employees and suppliers (collectively, the Users) a non-transferable, non-exclusive, non-sub-licensable right and license (the License) to access and use the services identified on Exhibit A, "Scope of Services" (collectively, the Platform Services) (being software, data and applications of Contractor for purposes of collecting, managing, analyzing and reporting data) during the Term of the Contract.
- B. The Platform Services shall be made available on-line at bonfirehub.com or bonfirehub.ca (or such other URL as Bonfire may designate from time to time) (the Site) from a third party hosted facility, located in the country specified on the Order Form, and/or other systems used by Contractor to host the Platform Services in the country specified on the Order Form (collectively, the Systems). Platform Services may be amended, enhanced or modified from time to time by Contractor.
- C. Users shall access the Platform Services by means of a specific account (the County's Account) using individual User login names and passwords (Passwords) provided by Contractor. Contractor shall enable the Platform Services and provide the Passwords on the Plan Start Date as identified on the Contract. The County is responsible for the confidentiality and use of its Passwords and County Account, and in no event shall Contractor be liable for any loss of information of the County or other claims arising from unauthorized access to the Platform Services as a result of the failure by County to protect the confidentiality of its Passwords and Account. Contractor is also responsible for the confidentiality of the Passwords and County Account provided to Customer and shall in all events be liable and indemnify Customer for any breach of this provision.

SCHEDULE C – LICENSE AGREEMENT

1. **LICENSE** - Contractor further will provide the following:
 - A. Grant to the County for internal use by County, its agents, contractors, employees and suppliers (collectively, the Users) a non-transferable, non-exclusive, non-sub-licensable right and license (the License) to access and use the services identified on Exhibit A, "Scope Of Services" (collectively, the Platform Services) (being software, data and applications of Contractor for purposes of collecting, managing, analyzing and reporting data) during the Term of the Contract.
 - B. The Platform Services shall be made available on-line at bonfirehub.com or bonfirehub.ca (or such other URL as Bonfire may designate from time to time) (the Site) from a third party hosted facility, located in the country specified in Exhibit B, and/or other systems used by Contractor to host the Platform Services in the country specified in Exhibit B (collectively, the Systems). Platform Services may be amended, enhanced or modified from time to time by Contractor.
 - C. Users shall access the Platform Services by means of a specific account (the County's Account) using individual User login names and passwords (Passwords) provided by Contractor. Contractor shall enable the Platform Services and provide the Passwords on the Plan Start Date as identified on the Contract. The County is responsible for the confidentiality and use of its Passwords and County Account, and in no event shall Contractor be liable for any loss of information of the County or other claims arising from unauthorized access to the Platform Services as a result of the failure by County to protect the confidentiality of its Passwords and Account. Contractor is also responsible for the confidentiality of the Passwords and County Account provided to Customer and shall in all events be liable and indemnify Customer for any breach of this provision.
2. **USE** - The License and Support (as defined in Section 3 below) is granted exclusively for County's internal use, and the County is solely and exclusively responsible:
 - A. For the collection, accuracy, currency, quality, legality, completeness and use of County Data (as defined in Section 7.2 below) that is stored on the Systems, disclosed to or used by County or Users in connection with the Platform Services;
 - B. For the content of all communications (including without limitation, any transfer of signs, signals, text, images, videos, sounds, data or intelligence of any nature transmitted in whole or in part electronically (the Electronic Communications)) while using County's account;
 - C. To ensure that it and the Users will not use the Platform Services to communicate, by way of Electronic Communication or otherwise, any message or material that (1) is libelous, harmful to minors, obscene or constitutes pornography; (2) infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary rights of a third party or is otherwise unlawful; or (3) would otherwise give rise to any breach of confidentiality or privacy laws, or any civil liability, or that constitutes or

encourages conduct that could constitute a criminal offence, under any applicable law or regulation;

- D. To ensure that the use of the Platform Services by any User is limited to the rights outlined herein; and the County shall not permit Users, directly or indirectly, to do (and shall be responsible for any violation of) any of the following acts:
- a. Reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Platform Services;
 - b. Modify, translate, or create derivative works from the Platform Services;
 - c. Rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit the Platform Services;
 - d. Publish or disclose to third parties any evaluation of the Platform Services without Contractor's prior written consent;
 - e. Violate any local, state / provincial, federal or foreign law, treaty, regulation or convention applicable to the County in connection with Users' use of the Platform Services;
 - f. Access data or log into a server or account on the System that the County is not authorized to access, or access or tamper with other customer accounts of Contractor;
 - g. Willfully tamper with the security of, or probe, scan or test the vulnerability of, any of the Systems, or render any part of the Systems unusable.

3. SUPPORT AND MAINTENANCE

Contractor shall provide general maintenance services and technical support in respect of the Platform Services (Support) throughout the Term, during Business Days (as defined in Schedule A). The County acknowledges that the Support will not be available during system maintenance periods for purposes of upgrades and maintenance to the Platform Services and/or System. Downtime for such System maintenance periods shall only occur between the hours of 11:00 pm and 6:00 am Eastern Standard Time ("Downtime") unless there is a defect that renders the Platform Services unavailable in which case Contractor shall take steps to correct such deficiency immediately. Otherwise, Contractor will make reasonable efforts to announce the scheduled Downtime via e-mail to the County's designated e-mail address.

Support does not include services required as a result of (i) User misuse, improper use, alteration, or damage of the Platform Services; (ii) any problem caused by modifications in any version of the Platform Services not made or authorized by Contractor; (iii) any problem resulting from the County combining or merging the Platform Services with any hardware or software not supplied by Contractor, or not identified by Contractor as compatible with the Platform Services and/or Systems, or (iv) any custom development services outlined on Schedule A.

4. CUSTOM DEVELOPMENT

In the event the County wishes to have Contractor provide additional custom development and/or services at any time during the Term, the parties will negotiate the terms and conditions

of such additional services, and enter into a mutually agreeable contract which, among other things, will address which party will own any and all intellectual property developed as a result.

5. THE CONTRACTOR SHALL DELIVER THE FOLLOWING:

DELIVERABLES	PERFORMANCE STANDARD	DUE DATE
1. Software Implementation	100% Completion	Within 45 calendar days from date of contract execution
2. Initial Training on software and all contracted modules of Solution	100% Completion	60-90 days after full implementation
3. Ongoing training as upgrades are made to Solution	As needed	As needed

LIST OF PROPOSERS
Web Based E-Procurement
RFP 918-0727-19

Attachment B

Name of Firm	Location	Bid	Bid Evaluation Scores	
Bonfire Interactive Ltd.	Kitchener, ON	\$	195,000	79
Perfect Commerce/Proactis	Newport News, VA	\$	240,020	70
Stave	La Jolla, CA	\$	143,932	61
Vroozi	Sherman Oaks, CA	\$	192,000	47



Solano County

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

Agenda Submittal

Agenda #:	15	Status:	Consent Calendar
Type:	Contract	Department:	General Services
File #:	19-231	Contact:	Mark Hummel, 784-7908
Agenda date:	03/26/2019	Final Action:	
Title:	Approve an agreement with REM Construction, Inc. of Chico in the amount of \$478,258 for the Claybank Facility Warehouse Freezer Upgrade Project at 2500 Claybank Road in Fairfield; and Authorize the County Administrator or designee to execute the agreement and any amendments within the approved project budget		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contract		

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

DEPARTMENTAL RECOMMENDATION:

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

1. Approve an agreement with REM Construction, Inc. of Chico in the amount of \$478,258 for the Claybank Facility Warehouse Freezer Upgrade Project at 2500 Claybank 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 recommends the Board approve an agreement with REM Construction Inc. for \$478,258 as the sole responsible bidder for the Claybank Facility Warehouse Freezer Upgrade Project (Project) located at 2500 Claybank Road, in Fairfield.

FINANCIAL IMPACT:

The construction agreement in the amount of \$478,258 is fully funded in the FY2018/19 approved project budget in the Accumulated Capital Outlay Fund (Budget Unit 1779).

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

DISCUSSION:

This agreement is for the replacement of existing walk-in freezer, providing new insulated partitions, doors, ceilings, associated mechanical modifications and electrical work. Replacement will provide more consistent cooling, ensuring food safety and increased energy efficiency.

The project was advertised by General Services Department, as required by Public Contract Code. A single bid was received with REM Construction, Inc. being the only responsible bidder. The County has exercised the right to negotiate the final contract price with REM Construction Incorporated as the sole bidder, per Specification Section 00 11 00, Notice to Bidders, Item X. The agreement value is based upon the negotiated base scope for a reduced total of \$478,258 from REM Construction Inc.'s initial bid of \$520,438.

ALTERNATIVES:

1. The Board could reject the bid or direct staff to re-bid the Project. This action is not recommended since the Project was advertised in accordance with Public Contract Code requirements and REM Construction, Inc. submitted a responsive bid within the available Project construction budget, and rejection would result in a loss of value in the County's investment in the Project to date. Additionally, costs may escalate with time.
2. The Board could postpone the Project. This action is not recommended because the condition of the existing Walk-In Freezer is deteriorating, it would not be wise to invest additional monies in repairing the unit, and available funding for eventual replacement will lose value over time to cost escalation

OTHER AGENCY INVOLVEMENT:

General Services Department is managing the project, has consulted Facilities Operations regarding technical aspects and has coordinated with the Sheriff's Office staff regarding functional needs. The Department of Resource Management, Building and Safety Services, has approved construction plans, and County Counsel has reviewed the contract as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made as of the 26 day of March 2019 between the COUNTY OF SOLANO, a political subdivision of the State of California, (referred to as 'Owner') and REM Construction Incorporated (referred to as "Contractor") for the following Project:

The Project: **Claybank Facility Warehouse Freezer Upgrade Project**

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

The Owner and the Contractor agree as set forth below.

ARTICLE 1 **THE CONTRACT DOCUMENTS**

The Contract documents consist of this Agreement, the General Conditions, Contractor's proposal dated February 14, 2019, 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 the **CLAYBANK FACILITY WAREHOUSE FREEZER UPGRADE PROJECT, 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 and Section 01 32 16/ Construction Progress Schedules and Reports.

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

ARTICLE 4
CONTRACT SUM

The County shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order or as otherwise provided in the Contract Documents, a total Contract Sum of \$478,258.

ARTICLE 5
PROGRESS PAYMENTS

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

Progress Payments: The Contractor shall on or before the first day of each month, make an estimate of the work performed during the preceding month and submit same to the Project Manager for checking and approval. On or about the 20th day of the month following the month in which the work was performed, the County shall pay to the Contractor ninety-five (95%) percent of the value of said work in place, as checked and approved by the Project Manager. The balance of five (5%) percent of the estimate shall be retained by the County until the time of final acceptance of said work. Payment(s) to the Contractor will also be contingent upon receiving proper conditional and unconditional releases as outlined in Section 006519/ 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

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.

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:
REM Construction, Inc.
David Schell, Corporate Secretary
1239 Mangrove Ave.,
Chico, CA 95926

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.

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

ARTICLE 8
EXECUTION OF AGREEMENT

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

COUNTY:

By: _____

Birgitta E. Corsello, County Administrator

CONTRACTOR:

By: _____

David Schell 3-8-19 Corporate Secretary
REM Construction, Inc.

APPROVED AS TO FORM:

County Counsel of Solano County, California

By: _____

Bernadette C. Dyer

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



Solano County

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

Agenda Submittal

Agenda #:	16	Status:	Consent Calendar
Type:	Resolution	Department:	General Services
File #:	19-238	Contact:	Megan Greve, 784-7900
Agenda date:	03/26/2019	Final Action:	
Title:	Adopt a resolution authorizing the purchase from the Lewis Operating Group of an approximately .33 acre strip of land adjacent to the Claybank Detention Campus for \$190,000; Authorize the execution of an Easement Agreement with the City of Fairfield to provide for the maintenance of the wall to be constructed separating the Claybank Detention Campus and the Villages II Lots B & I subdivision; Authorize the County Administrator to take any additional actions necessary to facilitate the intent of these agreements		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution, B - DRAFT Easement Deed		

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

DEPARTMENTAL RECOMMENDATION:

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

1. Adopt a resolution (Attachment A) authorizing the purchase from the Lewis Operating Group of an approximately .33-acre strip of land adjacent to the Claybank Detention Campus for \$190,000;
2. Authorize the execution of an Easement Agreement (Attachment B) with the City of Fairfield to provide for the maintenance of the wall to be constructed separating the Claybank Detention Campus and the Villages II Lots B&I subdivision; and
3. Authorize the County Administrator to take any additional actions necessary to facilitate the intent of these agreements.

SUMMARY:

The Villages II at the Villages of Fairfield is in the final approval stage for development. Prior to City of Fairfield (City) final action on the tentative map, the County and the Lewis Group entered into negotiations regarding changes to the tentative map and development plan intended to increase buffering and security between the proposed new residential subdivision and existing County facilities that include the Claybank Detention Campus, the Animal Care Shelter and a school bus storage yard. A key outcome of these negotiations was an agreement by Lewis to sell a 10 foot wide strip of land to the County which provides sufficient space for an open buffer between the County's security fence and the subdivision perimeter wall. Other components

agreed to in the negotiations included a minimum 10 feet high perimeter wall/berm, a re-orientation of lots to reduce visual line of site views between the new homes and the County facilities and provision of emergency access between the County property and an adjoining street. These agreed upon items are directly referenced in the City's final conditions for the subdivision. The City of Fairfield will be responsible for the cost of maintaining the wall and requires an easement to access the wall.

FINANCIAL IMPACT:

The cost to purchase this land will be funded by Capital Improvement Funds set aside for public safety projects currently held in the Accumulated Capital Outlay Fund 006.

The costs associated with preparation of the board agenda item are included in the department's FY2018/19 Adopted Budget.

DISCUSSION:

The County acquired the property that currently houses the Claybank Detention Campus in the 1970s from the federal government at a time when there was little to no development on the west side of Fairfield. The original Claybank facility was constructed in 1977 and soon followed by the construction of an animal shelter and the Fairfield-Suisun Unified School District's use of the old Nike facility as a bus storage yard. Most recently, the County has completed construction of the Stanton Correctional Facility in 2015 and the Rourk Vocational Training Facility which is scheduled to become operational in April 2019.

Development in the City of the undeveloped land surrounding the Campus, known as the Villages II at the Villages of Fairfield, is in the process of receiving final map approval from the City. The subdivision was originally planned to directly abut the County's campus. Due to the siting of the existing buildings on the Campus near to the existing property lines, security concerns were raised by County staff regarding the proximity of the detention facilities to the planned residential development. Negotiations with the developer and the City resulted in an agreement for the County to acquire 0.33 acres of the Villages II property to separate the County property from the proposed subdivision. The value of this land is estimated at \$190,000. A ten foot (10") high berm/masonry wall will be constructed, at the developer's expense. Once the wall is constructed and an easement granted to provide access, the City of Fairfield will be responsible for maintaining the wall.

Notice of today's public meeting to consider the acquisition was published in the Fairfield Daily Republic as required by Government Code sections 25350 and 6063.

ALTERNATIVES:

The Board could choose to not proceed with the real property acquisition. This alternative is not recommended since the acquisition of this land will provide a buffer between the County's Claybank Detention facilities and the adjoining residential neighborhood.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2019 - _____

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE PURCHASE OF 0.33 ACRES OF REAL PROPERTY AND IMPROVMENTS IN THE CITY OF FAIRFIELD ADJACENT TO THE CLAYBANK DETENTION CAMPUS (ASSESSOR'S PARCEL NUMBER 0170-050-300, -310, AND -320) AND THE GRANTING OF AN EASEMENT TO THE CITY OF FAIRFIELD

WHEREAS, the County of Solano owns and operates several detention facilities and an animal care shelter at its Claybank Detention Campus (Campus), generally described as Assessor's Parcel Nos. 0170-050-300, -310, and -320; and

WHEREAS, the Campus was originally developed in 1975 when there was little concern for encroaching development; and

WHEREAS, the population of the City of Fairfield has grown significantly since then such that the surrounding land is now being planned for development; and

WHEREAS, the County desires to acquire 0.33 acres of real property adjacent to the Campus to provide a buffer between the uses on the Campus and the planned development directly adjacent to the Campus (Property); and

WHEREAS, prior to acquiring the Property, a ten foot (10") high masonry wall be constructed on the Property to separate the Campus for the planned adjacent residential development which will be maintained by the City of Fairfield; and

WHEREAS, California Government Code Section 25350 authorizes the Board of Supervisors to acquire real property; and

WHEREAS, acquiring the Property and granting of an Easement to maintain the wall is in the best interests of the County.

RESOLVED, the Solano County Board of Supervisors authorizes the execution of a Purchase and Sale Agreement to acquire the Property for \$190,000 and the execution of an Easement Agreement with the City of Fairfield to provide for the maintenance of the wall.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on March 26, 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

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of Solano
Department of General Services
675 Texas Street, Suite 2500
Fairfield, CA 94533
Attn: Real Estate Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“*Agreement*”) is entered into as of _____, 2019 between **COUNTY OF SOLANO**, a political subdivision of the State of California (“*Grantor*”), and **CITY OF FAIRFIELD**, a municipal corporation (“*Grantee*”).

RECITALS

A. Grantor is the current owner of that certain real property located in the City of Fairfield, State of California, as more particularly described in Exhibit “A” attached here and incorporated herein by this reference (the “*Burdened Property*”).

B. Grantee has requested a permanent easement in, over, across and through those certain and limited portions of the Burdened Property described and depicted on Exhibit “B” attached here and incorporated herein by this reference (the “*Easement Area*”) for the Easement Facilities and Easement Uses (as those terms are defined in Section 1 below).

C. Grantor is willing to grant such easement upon the terms and conditions set forth below.

D. Grantor or any subsequent owner of the Burdened Property is hereafter referred to as the “*Burdened Owner*”, and Grantee and its successors and assigns are hereafter referred to as the “*Benefitted Owner*”.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

AGREEMENT

- 1. Grant of Easement.** Grantor grants to Grantee an easement in, over, across and through the Easement Area for the purposes of reconstructing, removing, replacing, repairing, and maintaining improvements constructed by the Rancho Tolenas Corporation in accordance with _____, dated _____, (such improvements being referred to in this Agreement as the “*Easement Facilities*”).

The foregoing purposes are collectively referred to herein as the “*Easement Uses*”.

2. **Term.** This Agreement shall continue in full force and effect from the date of recordation of this Agreement in perpetuity, unless this Agreement is amended, modified or terminated by an agreement executed, acknowledged and recorded by the Burdened Owner and Benefitted Owner.

3. **Construction, Maintenance and Repairs.**

- 3.1 **By Benefitted Owner.** All expenses and costs for the construction of the Easement Facilities shall be borne by the Benefitted Owner. The Benefitted Owner shall periodically inspect, maintain, repair, reconstruct, and replace the Easement Facilities to insure the safe, lawful and reasonable operation of such Easement Facilities. All costs and expenses for such inspection, maintenance, repair, reconstruction, and replacement of the Easement Facilities shall be borne solely by the Benefitted Owner. The Benefitted Owner shall give the Burdened Owner at least fourteen (14) days prior written notice of any laying down, location, construction, reconstruction, removal, replacement, inspection, repair, or maintenance of the Easement Facilities or on the Easement Area except in the event of a bona fide emergency, in which event whatever notice is reasonable under the circumstances shall be given. Any laying down, location, construction, reconstruction, removal, replacement, inspection, repair, or maintenance of the Easement Facilities or on the Easement Area by the Benefitted Owner shall be performed in a manner which, to the extent reasonable under the then existing circumstances, minimizes disruption to the Burdened Property and Burdened Owner’s operations on the Burdened Property.

- 3.2 **By Burdened Owner.** If, at any time, the Benefitted Owner should fail to perform any of its obligations under Section 3.1 above, then the Burdened Owner shall provide the Benefitted Owner with written notice thereof. The Benefitted Owner shall thereafter use reasonable efforts to cure any such failure within fourteen (14) days of the Benefitted Owner’s receipt of such notice. If the Benefitted Owner fails to cure any such failure within such fourteen (14) day time period, then the Burdened Owner shall have the right, but not the obligation, to immediately inspect, maintain, repair, reconstruct and replace the Easement Facilities pursuant to this Section 3.2 to insure the safe, lawful and reasonable operation of such Easement Facilities; *provided, however*, if such cure is one that will reasonably require more than fourteen (14) days to cure, the Burdened Owner shall not have the right to inspect, maintain, repair, reconstruct and replace the Easement Facilities if the Benefitted Owner commences cure within such fourteen (14) day period and diligently prosecutes the cure to completion within a reasonable period. Within thirty (30) days of written request, the

Benefitted Owner shall reimburse the Burdened Owner for any costs and expenses incurred by the Burdened Owner in inspecting, maintaining, repairing, reconstructing and replacing any portion of the Easement Facilities and Easement Area pursuant to this Section 3.2. In the event the Benefitted Owner fails to reimburse any such costs and expenses within such thirty (30) day period, from and after such period the Benefitted Owner shall additionally be obligated to pay the Burdened Owner interest on any unreimbursed costs and expenses in the amount of ten percent (10%) per annum.

- 4. Damage to Easement Area or Burdened Property.** If the Benefitted Owner should damage or destroy any portion of the Easement Area or Burdened Property, the Benefitted Owner shall, at the election of the Burdened Owner, either (a) repair, reconstruct or replace such damaged or destroyed portion of the Easement Area or Burdened Property (at the Benefitted Owner's sole cost and expense) or (b) reimburse such party upon demand for all reasonable costs and expenses actually incurred by such party in repairing, reconstructing or replacing such damaged portion of the Easement Area or Burdened Property, as applicable.

5. Covenants

- 5.1 Mechanic's Liens and Removal of Liens.** The Benefitted Owner shall keep the Easement Area and Burdened Property free and clear of all design professional's mechanic's or materialmen's liens which may arise out of any laying down, location, construction, reconstruction, removal, replacement, inspection, repair or maintenance on the Easement Area or of the Easement Facilities or out of the Easement Uses or any other activities or work on the Easement Area or Easement Facilities. To the extent any such liens are recorded against the Burdened Property or any part thereof, the Benefitted Owner shall cause such lien to be released and removed within fifteen (15) days of knowledge or being served notice of such filing and/or recording, either by satisfaction or by the posting of a release bond in the amount required by statute.

- 5.2 Indemnification.** The Benefitted Owner agrees to indemnify, defend and hold the Burdened Owner and its respective officers, directors, shareholders, partners, members, managers, affiliates, employees, representatives, agents, invitees, mortgagees, successors and assigns harmless from and against any and all claims, actions, causes of action, demands, damages, costs, liabilities, losses, judgments, expenses or costs of any kind or nature whatsoever (including, without limitation, attorney's fees) by reason of property damage, death or injury to persons arising from or relating to the indemnifying party's laying down, location, construction, reconstruction, removal, replacement, inspection, repair, or maintenance of the Easement Facilities or on the Easement Area.

6. **Notices.** Any notice, consent, approval or request for consent required or permitted to be given under this Agreement shall be given in writing and shall be effective (a) if personally delivered, upon delivery or refusal to accept such delivery; or (b) if mailed, three (3) days after mailing, by United States registered or certified mail, postage pre-paid, return receipt requested, to the applicable address set forth below:

If to Grantor:

County of Solano
c/o General Services – Real Estate Services Division
675 Texas Street – Suite 2500
Fairfield, California 94533
Attn: Real Estate Manager
Telephone: (707) 784-7906
Facsimile: (707) 784-7912

If to Grantee:

City of Fairfield

1000 Webster Street
Fairfield, California 94533

The foregoing address and addressees may be changed by giving notice of such change in the manner provided for in this Section 6.

7. **Binding Effect and Governing Law.** This Agreement and all covenants and restrictions contained herein shall, to the fullest extent permitted by law and equity and without regard to technical classifications or designations, be deemed to be covenants running with the land of the Burdened Property and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is made with the intent of satisfying Section 1468 of the California Civil Code. This Agreement shall be governed and construed in accordance with the laws of the State of California.
8. **Entire Agreement.** This Agreement, including the recitals and Exhibits “A” and “B” attached hereto, all of which are incorporated herein by this reference, constitutes the entire agreement between the parties with respect to the grant of easement hereunder.
9. **Amendments.** Subject to Section 7 above, this Agreement may be amended, modified or supplemented only by a written document executed by all of the parties (or their successors and assigns).
10. **Mortgagee Protection.** No violation or breach of the terms and conditions of this Agreement shall affect or impair the liens or security rights of the holder of a Mortgage (as hereafter defined) given in good faith and for value which is now or in the future recorded against the Burdened Property; *provided, however*, that any such mortgagee shall be obligated to comply with any nondisturbance, recognition, attornment or similar agreement that it executes. With respect to any Mortgage recorded against the Burdened Property subsequent to the recording of this Agreement such mortgagee or any purchaser at a foreclosure sale resulting

from such mortgage or other party taking title to the Burdened Property shall take subject to this Agreement and the terms and conditions set forth herein. The term **“Mortgage”** shall mean any recorded mortgage or deed of trust encumbering the Burdened Property.

- 11. **No Third-Party Beneficiaries.** This Agreement is only for the benefit of the parties and their successors and assigns as set forth in Section 7 above. Except as set forth in Section 5.3, no other person or entity or property shall be entitled to rely hereon, receive any benefit from or enforce any provision hereof against any party (or their respective successors assigns).

- 12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In Witness Whereof, the parties have executed this Easement Agreement as of the date first above written.

GRANTOR:
County of Solano,
a political subdivision of the State of California

GRANTEE:
The City of Fairfield,
a California municipal corporation

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Approved as to form

Approved as to form

County Counsel

City Attorney

**EXHIBIT “A”
To
Easement Agreement**

LEGAL DESCRIPTION OF THE BURDENED PROPERTY

Draft

(To be inserted)

**Exhibit “B” Page 1 of 2
To
Easement Agreement**

LEGAL DESCRIPTION AND DEPICTION OF THE EASEMENT AREA

Draft

(To be inserted)



Solano County

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

Agenda Submittal

Agenda #:	17	Status:	Consent Calendar
Type:	Contract	Department:	Information Technology - Registrar of Voters
File #:	19-201	Contact:	Tim Flanagan, 784-2703
Agenda date:	03/26/2019	Final Action:	
Title:	Approve a renewal to an agreement with Gartner Incorporated for a 1 year subscription to its advanced planning and research services in the amount of \$93,000; and Authorize the Chief Information Officer to execute the agreement		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contract		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Information Technology recommends that the Board approve a renewal to an agreement with Gartner Incorporated for a 1 year subscription to its advanced planning and research services, in the amount of \$93,000 and authorize the Chief Information Officer to execute the agreement.

SUMMARY:

Gartner Incorporated is the preeminent provider of research, benchmarking, consulting and planning services in the information technology (IT) industry. The Department has subscribed to Gartner's research and advisory services since 2010 and has used Gartner services to provide advice on IT service delivery models, staffing, service benchmarking, sourcing, contracting, technology architecture, and product selection. The Department has found the services to be extremely beneficial and has leveraged Gartner's expertise in the technology marketplace to reduce costs on products and service contracts, improve service level agreements, negotiate favorable terms and conditions and in the identification and reduction of contract risks. The Department is recommending that the agreement with Gartner be renewed for the next year. The license agreement is included as Attachment A.

FINANCIAL IMPACT:

There are sufficient budget appropriations for this service in the Department of Information Technology's FY2018/2019 budget. The costs associated with preparing the agenda item are nominal and absorbed within the department's FY2018/19 Adopted Budget.

DISCUSSION:

The Department is requesting approval to renew the County's subscription to Gartner Inc.'s research services

for 2019-2020. The Department has subscribed to Gartner for its research services since 2010. Gartner offers several levels of service and we initially subscribed to its basic level which provided research on products and manufacturers. Staff found that service to be very useful in informing our product selection decisions.

The Department is in the process of developing its organization, management team, and expanding the depth of responsibility of the County technical staff. Additionally, the County is in the process of moving to a hybrid cloud-based technology environment where some applications will be hosted on premise and others distributed to multiple vendor cloud environments depending upon the specific benefits to the application and its County business owner. This system topology involves more vendors and more complex contract vehicles including such things as infrastructure as a service, platform as a service, and software as a service. Each of these contract vehicles has its own set of business concerns and risks.

Some examples of how the Department has leveraged services and research include:

- In-depth review of contract terms, pricing, and service levels for the Hosted Communications Services and IT Service Management agreements, benefiting the County with significant vendor concessions in contract terms, pricing, and service levels.
- In-depth review of contract terms, pricing and service levels for a hosted video solution for law enforcement that identified significant short-comings and risks in the initial offering and helped shape the County's negotiating position.
- Architectural technical and business advice on hyper-converged technology infrastructure offerings, benefiting the County by correctly sizing and optimizing the procurement of servers, storage, and the supporting network.
- Numerous technical review and advisory calls on security architecture, data encryption, and infrastructure planning.
- Consumed hundreds of research documents providing the department guidance on multiple technology initiatives, roadmap planning, best practice processes, and allowing the department to rapidly relate business requirements against provider products and services.
- Completed maturity assessments specific to department technology capabilities to better understand operational practices that inhibit or enhance business outcomes.
- Joined monthly interactions with executive partner and analysts on cloud opportunities, risk management, technology trends and strategic planning.
- Attended executive events tailored to exchange ideas from IT industry leaders and gain a strategic view of emerging trends shaping IT and the business. These events explore new ways to approach IT challenges.

The Department is requesting to renew one license for Gartner's Leadership Team services that will provide access to the following critical resources:

- Dedicated strategic executive partner to assist in guiding the Department in multiple ongoing strategic and operational improvements (e.g., IT maturity assessments, strategy and roadmaps, business relationship management, risk management, governance, and cost optimization).
- Independent and objective assessment of buyer-seller documents (e.g., request for proposal, service level agreements, and vendor contracts).
- Support the team of senior managers and lead staff with professional development and succession planning.
- One-on-one access to more than 1,900 expert analysts covering over 1,300 IT topics.
- Unlimited access to thousands of independent research reports regarding technology vendors and best practices applicable to current business challenges.

- Detailed benchmarks that assist in establishing various IT metrics (e.g., customer satisfaction, service availability, and workforce investment).
- Detailed benchmarks that assist in the validation of costs and service levels for use in vendor contract negotiations.
- Access to executive program events and team workshops focused on areas needing improvement (e.g., service management, customer service, planning and governance).

Over the course of the next year, the Department will be issuing requests for proposals for sourcing providers (the agreement with Avenu Insights & Analytics expires December 2019). We plan to engage Gartner in reviewing our proposal, vendor responses, and associated contracts via our licenses for its services. We think this approach will be more economical than contracting for this sort of support service, separately, as we did several years ago.

In addition to engaging Gartner advisory services in new sourcing contracts, other initiatives over the course of the next year will include:

- Review of technical plans and products to support a major network refresh including software defined networking (SDN)
- Technical roadmap for hybrid-cloud storage of surveillance video
- Technical roadmap for replacement of the County's central data store (SAN) that's currently over 5 years old.
- Review current best practices for backup systems, related compression, de-duplication, data encryption and replace current under-performing products
- Developing financial models and chargeback algorithms for hybrid-cloud infrastructures.

The Gartner subscription is transferrable should there be a change in management. It is a solid investment not only for the technical research and advisory services but also for the many staff development and educational opportunities made available through the Gartner library and webinars.

ALTERNATIVES:

The Board could choose to not approve this agreement; however, this is not recommended. In addition to access to industry-leading technical research, the Department and the County benefits from Gartner's ongoing, expert support on technology and service improvements initiatives.

OTHER AGENCY INVOLVEMENT:

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

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Gartner, Inc. Service Agreement for SOLANO COUNTY ("Client")

This Service Agreement ("SA"), including the General Terms and all applicable Service Descriptions, constitutes the complete agreement between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06904 ("Gartner") on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and Client of 580 Texas Street, Fairfield, CA 94533 ("Client") for the Services (as defined below). Client agrees to subscribe to the following Services for the term and fees set forth below.

1. DEFINITIONS AND ORDER SCHEDULE:

Services are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

Service Descriptions describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

<u>Service Name</u>	<u>Level of Access</u>	<u>Quantity</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee USD</u>	<u>Total Fee USD</u>
Executive Programs	Member	1	Tim Flanagan	01-MAR-2019	29-FEB-2020		
				Term Total	(Excluding applicable taxes)		\$93,000.00
				Total Services:	(Excluding applicable taxes)		\$93,000.00

1-6AJXWHK 1912

2. SERVICE DESCRIPTIONS:

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Executive Programs Member	http://sd.gartner.com/sd_ep_member.pdf

3. PAYMENT TERMS

Gartner will invoice Client annually in advance for all Services. Payment is due 30 days from the invoice date. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

Please attach any required Purchase Order ("**PO**") to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect. All PO's are to be sent to purchaseorders@gartner.com. This SA may be signed in counterparts.

4. CLIENT BILLING INFORMATION

Purchase Order Number

Billing Address

Invoice Recipient Tel. No.

Invoice Recipient Name

Invoice Recipient Email

5. AUTHORIZATION

Client:
SOLANO COUNTY

Signature

Date

Print Name

Title

**IF USING A DIGITAL SIGNATURE,
PLEASE CONFIRM THE FOLLOWING
AS A CONDITION OF CONTRACT
EXECUTION:**

[] By ticking this box, I agree that by affixing my digital signature hereunder I am attesting that: (i) this is my own personal legal signature; and (ii) I am a duly authorized signatory for my company. My signature verifies that the information provided to Gartner hereunder is subscribed by me, under penalty of false statement and material breach of contract.

Gartner, Inc.

Signature

3-5-19
Date

Print Name

Sr. Account Executive
Title

APPROVED AS TO FORM
Office of County Counsel

By: Brenda C. Ayala
Date: 3/6/19

General Terms

1. This SA for subscription-based research and related services (the “**Services**”) is non-cancelable, and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period.

2. **Ownership and Use of the Services** Gartner owns and retains all rights to the Services not expressly granted to Client. Only the individuals named in this SA (each a “**Licensed User**”) may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Client agrees to review and comply with the *Gartner Usage Policy*, which is accessible to all Licensed Users via the “Policies” section of gartner.com. Among other things, the *Gartner Usage Policy* describes how Client may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Client organization, and quote or excerpt from the Services externally.

3. **DISCLAIMER OF WARRANTIES.** THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND GARTNER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CLIENT RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. GARTNER SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CLIENT MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CLIENT UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.

4. **Client Confidential Information.** Gartner agrees to keep confidential any Client-specific information communicated by Client to Gartner in connection with this SA that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Gartner; (3) entered the public domain through no fault of Gartner subsequent to Client's communication to Gartner; (4) is in Gartner's possession free of any obligation of confidence at the time of Client's communication to Gartner; or (5) is communicated by the Client to a third party free of any obligation of confidence. Additionally, Gartner may disclose such information to the extent required by legal process.

5. **Data Protection.** In performing its obligations under this SA, Gartner and Client will each comply with all applicable data privacy legislation. Without limitation to this, Client shall ensure that any disclosure of personal data, whether in relation to Client's employees or otherwise, made to Gartner by Client or on its behalf is made with the data subject's consent or is otherwise lawful. In so far as any disclosure relates to Client's own employee or subcontractor, Client shall notify that employee or subcontractor that Gartner and its affiliates may: (a) use the personal data to provide Client with the Services, (b) disclose the personal data to third parties to provide the Services; and (c) inform Client about other products or services that Gartner believes may be of interest. If any person does not wish to receive such Gartner communications, they may contact Gartner at privacy@gartner.com

6. Miscellaneous

(a) **Assignability.** This SA and the rights granted to Client hereunder may not be assigned, sublicensed or transferred, in whole or in part, by either party without the prior written consent of the other party, except to a successor to substantially all of the business or assets of a party by merger or acquisition. Where consent is required, it will not be unreasonably withheld.

(b) **Arbitration.** Any unresolved dispute under this SA shall be decided by arbitration conducted in Stamford, Connecticut before a single arbitrator under the administration of JAMS, in accordance with JAMS' Streamlined Arbitration Rules and Procedures. The decision of the arbitrator shall be final and binding, and the award may be entered in any court having jurisdiction. The prevailing party in any arbitration shall be entitled to an award of its reasonable attorneys' fees and costs, in addition to any award of damages or other relief.

(c) **Applicable Law.** This SA shall be governed by and construed in accordance with the procedural and substantive laws of the State of Connecticut, without reference to its conflict of law principles.

(d) **Use of Name, Trademark, and Logo.** Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other similar publications or communications.

(e) **No Third Party Beneficiaries.** This SA is for the benefit of the parties only.

(f) **Surviving Clauses.** Sections 3, 4, 5 and 6 (b), (c), (d), (e) and (f) shall survive the termination of this SA.

Gartner Usage Policy

Updated
13 April 2018

This Gartner Usage Policy constitutes a baseline license that is generally applicable to Licensed Users who have purchased a subscription to Gartner Services. Where a specific Gartner product offering includes entitlements that are different from the baseline license, the terms of that product offering will apply. Gartner reserves the right to periodically update this Gartner Usage Policy. 2018 Gartner, Inc. and/or its Affiliates. All Rights Reserved. Update: 13-APRIL-2018

Page 1 of 6

Gartner Usage Policy

Username & Passwords

As a Licensed User, you will receive a unique Username and Password, which is for your personal use only, and may not be shared inside or outside your company.

There are two exceptions where your Username and Password may be reassigned to another within your company:

- If your job responsibilities substantially change so that you no longer require access to the Gartner Services; or
- If you permanently leave your company.

NOTE: When your company substitutes a Licensed User, the new Licensed User must be located in the same country as the original Licensed User. Where not possible, please consult your Account Executive for an appropriate solution.

NOTE: When your company designates Licensed Users based in the United States, your company acknowledges and agrees that those licenses are offered, sold, provided and serviced solely by Gartner, Inc.

NOTE: In situations where your company desires to assign a license to a contractor/sub-contractor

- The contractor must be a full-time equivalent, meaning they have a company assigned email address, company business cards and function for all intents and purposes as a full-time employee (as opposed to a temporary contractor for a discrete term);
- Company must contractually agree to pass on to contractor the Gartner Usage Policy and to be liable in the event of any misuse or non-compliance with the Services;
- Contractor must agree to only use the Services for your company (i.e., the company that issued the license);
- In no instance is it ever acceptable for a Licensed User to share their Username and Password with the contractor; and
- Upon termination of the contractor's service term with your company please arrange to reassign the User License to another within your company per Gartner Usage Policy referenced above.

REMINDER: This is a baseline license that may vary depending on your purchased product. [Click here](#) for further guidance.

This Gartner Usage Policy constitutes a baseline license that is generally applicable to Licensed Users who have purchased a subscription to Gartner Services. Where a specific Gartner product offering includes entitlements that are different from the baseline license, the terms of that product offering will apply. Gartner reserves the right to periodically update this Gartner Usage Policy. 2018 Gartner, Inc. and/or its Affiliates. All Rights Reserved. Update: 13-APRIL-2018

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Solano County

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

Agenda Submittal

Agenda #:	18	Status:	Consent Calendar
Type:	Contract	Department:	First 5 Solano
File #:	19-227	Contact:	Michele Harris, 784-1332
Agenda date:	03/26/2019	Final Action:	
Title:	Approve an agreement for \$80,000 with Learning for Action from April 1, 2019 through June 30, 2020 for nonprofit capacity building; and Authorize the County Administrator to sign the agreement and future amendments that have no fiscal impact		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Agreement		

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

Public Hearing Required? Yes ___ No ___

DEPARTMENTAL RECOMMENDATION:

First 5 Solano/County Administrator's Office recommends that the Board of Supervisors approve an agreement for \$80,000 with Learning for Action (LFA) from April 1, 2019 through June 30, 2020 for nonprofit capacity building and authorize the County Administrator to sign the agreement and future amendments that have no fiscal impact.

SUMMARY:

The agreement with LFA is for the development and administration of a 10-month nonprofit capacity building cohort for Solano nonprofit agencies to build their skills in the "Visioning and Impact" dimension of nonprofit capacity. The cohort will be attended by eight Solano nonprofit agencies selected by an application process. Eligible applicants must be a contractor of First 5 Solano and/or Solano County Health & Social Services (H&SS).

In addition to facilitating the cohort, LFA will summarize their aggregated experience coaching the eight nonprofits, and provide a recommendation of next steps for continued nonprofit capacity building support.

FINANCIAL IMPACT:

This contract will be jointly funded by First 5 Solano and H&SS and administered by First 5 Solano on behalf of both Departments via a Memorandum of Understanding. Funding for this contract is included in both Department's FY2018/19 Adopted Budgets and FY2019/20 Requested Budgets.

DISCUSSION:

In 2017, the First 5 Solano Commission and H&SS launched efforts to support capacity building for Solano nonprofits. In the fall of 2017, a cohort of 25 nonprofit leaders participated in the UC Berkeley Extension four-month Professional Program in Fundraising and Volunteer Management, an intensive hands-on training and certificate program. Participants completed a final project that directly impacted their agencies' efforts in either fundraising and/or volunteer management.

At the same time, First 5 Solano and H&SS engaged the services of LFA to complete a Solano Nonprofit Capacity Assessment, which was reported to the Board of Supervisors in June 2018 in a report entitled "*Solano County Nonprofit Capacity Diagnostic Findings*." First 5 Solano and H&SS also presented these findings to over 75 nonprofit leaders. The report recommended that Solano County focus on a set of intentional capacity-building efforts in the following core nonprofit capacity dimensions: 1) Vision and Impact Model; 2) Internal Evaluation and Learning; and 3) Board Governance and Leadership.

Based on LFA's recommendations and the feedback from nonprofit leaders, First 5 Solano has engaged with LFA for the development and administration of a nonprofit capacity building cohort for Solano agencies to build their skills in the "Visioning and Impact" dimension of nonprofit capacity. Over the ten-month cohort, participating nonprofits will participate in three, all-day group learning sessions, group coaching, and tailored individual coaching. Topics will cover why a vision and impact model is important and help each nonprofit develop or refine their theory of change. Nonprofit agencies will be guided through a process to set clear organizational goals and indicators of progress which are foundational for board development and strategic planning.

ALTERNATIVES:

The Board could request clarification or remand this agreement back to First 5 Solano for revision. These actions are not recommended because they would result in the delay of services to nonprofits in Solano.

OTHER AGENCY INVOLVEMENT:

This agreement has been reviewed by County Counsel.



**County of Solano
Standard Contract**

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)
2019-923
First 5 Solano

BUDGET ACCOUNT: 1533

SUBJECT ACCOUNT:
3054

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

CONTRACTOR'S NAME: LaFrance Associates LLC dba Learning for Action

2. The Term of this Contract is: April 1, 2019 – June 30, 2020

3. The maximum amount of this Contract is \$80,000

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 April 1, 2019.

CONTRACTOR	COUNTY OF SOLANO
LaFrance Associates LLC dba Learning for Action	
CONTRACTOR'S NAME	Birgitta E. Corsello <i>County Administrator</i>
<i>Nancy LaFrance, Director</i> SIGNATURE	Approved as to Content: <i>Michele Harris</i> DEPARTMENT HEAD OR DESIGNEE
For: Steven LaFrance, Founder & CEO	Approved as to Form: <i>Brenna C. ...</i> COUNTY COUNSEL
PRINTED NAME AND TITLE	
P.O. Box 411490 170 Capp St., Ste C San Francisco CA 94110	
ADDRESS	
San Francisco CA 94141-1490	601 Texas St, Ste 210 Fairfield, CA 94533
CITY STATE ZIP CODE	

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A **SCOPE OF WORK**

A. Contract description:

Contractor will develop and administer a 3-phase nonprofit capacity building cohort for Solano non-profit agencies to build their skills in the "Visioning and Impact" dimension of nonprofit capacity. This 3-phase cohort will be attended by 8 Solano agencies selected by an application process. Of these agencies, four agencies will be First 5 Solano contractors and four will be Solano County Health and Social Services (H&SS) contractors. Contractor will summarize their aggregated experience coaching these 8 nonprofits and provide First 5 Solano with a recommendation of future nonprofit capacity efforts to best provide continued nonprofit capacity building support

This work ties directly to First 5 Solano's Systems Change Action Plan adopted in 2016 which identifies a First 5 Solano strategy of "Increasing organizational capacity of local nonprofits serving young children." First 5 Solano will coordinate with H&SS on this project.

B. Contract Tasks:

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

Project Launch and Consultation on Initiative Design and Grantee Selection

Hold internal project team launch meeting, including review of background information and materials

Prepare for and facilitate project launch meeting with F5 Solano and Solano H&SS

Assist F5 Solano and Solano H&SS in selection of Initiative participants, including consultation on selection criteria and process

Phase 1: Understanding Why a Vision and Impact Model is Important

Learning Session One: Nonprofit Capacity and Why Vision and Impact are at the Center

Meetings with F5 Solano and Solano H&SS to plan for first learning session

Prepare and review presentation materials, including any preparatory/homework materials for grantees, for the first Learning Session (timing ~Sept 2019)

Work with F5 Solano staff to manage logistics for the Learning Session

Travel to, present, and take notes at the first Learning Session (2.5 hour session)

Coaching to support Learning Session 1

Develop coaching materials to support learning session 1

Assign coaches to grantees, coaches conduct background review of their assigned organizations

Group coaching session (90 min) immediately after Learning Session One

Phase 2: Theory of Change

Learning Session Two: Laying the Foundation with Theory of Change

Meetings with F5 Solano and Solano H&SS to plan for second learning session

Prepare and review presentation materials, including any preparatory/homework materials for grantees, for the second Learning Session (timing ~Nov 2019)

Work with F5 Solano staff to manage logistics for the Learning Session

Travel to, present, and take notes at the second Learning Session (2.5 hour session)
<i>Coaching to support Theory of Change Work</i>
Tailor coaching materials on ToC for Solano Vision and Impact Cohort
Group coaching session (90 min) immediately after Learning Session Two on developing Theories of Change
Phase Three: Using a Theory of Change
<i>Learning Session Three: Using a Theory of Change to Strengthen Your Organization</i>
Meetings with F5 Solano and Solano H&SS to plan for third learning session
Prepare and review presentation materials, including any preparatory/homework materials for grantees, for the third Learning Session (timing ~Jan 2020)
Work with F5 Solano staff to manage logistics for the Learning Session
Travel to, present, and take notes at the third Learning Session (2.5 hour session)
<i>Coaching to support using a Theory of Change</i>
Tailor coaching materials for Solano Vision and Impact Cohort
Group coaching session (90 min) immediately after Learning Session Two
Solano Recommendations, Project Management and Project Closeout
Ongoing client communication and project coordination (including scheduling)
Overall individual coaching
Internal team meetings over the course of the project
Internal project management and budget/scope tracking
Provide 1-page summary of recommendations for future Solano Capacity Building Efforts based upon cohort experience

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Meeting with Contractor as necessary to plan and implement project
2. Facilitate application process with input from Contractor
3. Review each deliverable and provide specific comments and/or feedback within a reasonable timeframe agreeable to both parties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET

A. Contractor will be compensated based on deliverables outlined below not to exceed \$80,000.

Deliverable	Total
Application Development and Project Launch	\$3,580
Completion of Phase 1 Learning Session	32,495
Completion of Phase 2 Learning Session	19,555
Completion of Phase 3 Learning Session	18,895
Solano Capacity Building Recommendation	\$5,475
Total	\$80,000

No other charges shall be allowed or billed, nor expenses reimbursed.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

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

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

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

2. TIME

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

3. TIME OF PERFORMANCE

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

4. TERMINATION

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

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

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

5. SIGNATURE AUTHORITY

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

6. REPRESENTATIONS

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

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

7. INSURANCE

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

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

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

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

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

D. Additional Insurance Coverage

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

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

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

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

F. Deductibles and Self-Insured Retentions

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

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

G. Other Insurance Provisions

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

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

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

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

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

8. BEST EFFORTS

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

9. DEFAULT

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

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

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

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

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or

indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

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

11. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

- (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
- (2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
- (3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;
- (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
- (5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

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

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

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

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

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

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

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

19. INSPECTION

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

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

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

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

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

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

33. PRICING

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

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

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

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

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

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

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

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

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is

delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

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

38. ENTIRE CONTRACT

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. PROFESSIONAL EXPERTISE

County relies upon the professional abilities and experiences of Steven LaFrance and Emily Drake as a material inducement to enter into this Contract. Contractor agrees that Steven LaFrance and Emily Drake will serve as the primary consultants performing or directly managing all services under this Contract. Contractor shall not substitute the services of Steven LaFrance and Emily Drake with those of any other person, entity, agent or employee without obtaining the prior written consent of County.



Solano County

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

Agenda Submittal

Agenda #:	19	Status:	Consent Calendar
Type:	Contract	Department:	First 5 Solano
File #:	19-235	Contact:	Michele Harris, 784-1332
Agenda date:	03/26/2019	Final Action:	
Title:	Approve a Lease Agreement for approximately 8,956 square feet at 3375 Sonoma Blvd. in Vallejo to implement a First 5 Center for a 5 year term at the delivery of the space and issuance of an occupancy permit by the City of Vallejo, or July 1, 2019, whichever is later; and Authorize the County Administrator to sign the agreement and any subsequent amendments which are administrative in nature and have no fiscal impact		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Lease		

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

DEPARTMENTAL RECOMMENDATION:

First 5 Solano recommends the Board of Supervisors approve a Lease Agreement for approximately 8,956 square feet at 3375 Sonoma Blvd. in Vallejo to implement a First 5 Center (F5C) for a 5-year term commencing at the delivery of the space and issuance of an occupancy permit by the City of Vallejo, or July 1, 2019, whichever is later; and authorize the County Administrator to sign the agreement and any subsequent amendments which are administrative in nature and have no fiscal impact.

SUMMARY:

In December 2017, the First 5 Solano Commission adopted its 2018-2023 Program Investment Plan which included an allocation of funds to establish a First 5 Center (F5C) in Vallejo due to the high number of risk factors within zip code 94590. After over a year of searching and negotiating for a location, terms have been established to lease space at 3375 Sonoma Blvd. to house the F5C and the First 5 Solano administrative offices.

The proposed lease agreement is for +/-8,956 s/f at 3375 Sonoma Blvd. at \$1.15 s/f with an increase based on CPI of up to 3% maximum annually, for 5 years with an option to renew for an additional 5 years. Tenant improvements will be required to customize the space for the needs of the center and are expected to take several months.

FINANCIAL IMPACT:

The First 5 Solano Commission has allocated funds to cover the cost of the annual lease through its

Proposition 10 tobacco tax funds. No General Fund will be used to cover the costs of the lease.

Funding to cover the one-time tenant improvement costs is a combination of First 5 Solano Proposition 10 tobacco taxes, funds raised from outside sources, including those already secured through Yocha Dehe Wintun Nation and Kaiser Community Benefit, and \$200,000 of General Fund which was allocated to First 5 Solano for tenant improvements during the adoption of the FY2018/19 Budget. Any funds required beyond funds raised will be paid for by the First 5 Solano Commission reserve fund.

DISCUSSION:

The F5C in Vallejo is intended to be a safe and welcoming hub serving families with young children ages 0 to 5 in Vallejo. Programming will be responsive to the unique and emerging needs of families and the community. Goals of the F5C include:

- Increasing parents' knowledge, skills and opportunities to meet the needs of their young children as they grow and develop;
- Supporting children's optimal health, development and learning;
- Supporting and promoting positive parenting practices that strengthen parent-child relationships;
- Helping parents facilitate their child's learning and readiness for school;
- Connecting parents to needed community resources;
- Building community and expanding families' social networks of support;
- Preparing parents to be advocates for children, and
- Promoting civic engagement.

The Commission chose to locate its First 5 Center in the 94590 zip code of Vallejo due to the high number of risk factors for young children and families in this community. Risk factors include:

- The federal poverty rate among young children of 44%
- Only one in three children attend preschool
- 17% of adults unemployed
- Only 27% of children were proficient readers at third grade.

After an exhaustive search for space, First 5 Solano has identified a location in Vallejo that is appropriate to house the F5C. Space available at 3375 Sonoma Blvd. meets all of the Commission criteria for selecting a location for the First 5 Center in Vallejo:

- Close to or within the two Vallejo census tracts with the highest poverty rates for children, at 69% and 78% childhood poverty
- A minimum of 7,000 sq. ft. to accommodate the First 5 Center, First 5 Solano Offices, and space for partners to deliver services as needed
- A relatively safe location for staff and clients
- Close to public transportation and adequate parking.

In addition, to the F5C, the site at 3375 Sonoma Blvd. is also large enough to co-locate the First 5 Solano Administrative offices. The current lease for First 5 Solano's Administrative Offices is with the County of Solano. The lease expires September 24, 2020, unless sooner terminated by mutual consent by both parties. First 5 Solano staff and County Administration staff intend to work together to determine if/when early termination of the existing lease is an appropriate action.

Should the Board choose to approve the lease agreement as recommended, staff will work with the owner to immediately initiate tenant improvements, which will be completed by the owner's contractors. Concurrently, staff is currently following the County's contracting process to select an operator for the services that will be provided at the center. Based on the schedule for tenant improvements and pending the permitting process, it

is anticipated the site will be available for occupancy as early as October 2019 with services beginning November 2019.

ALTERNATIVES:

The Board could choose to remand the lease back to First 5 Solano for modifications. This is not recommended as fair lease terms have been successfully negotiated and any changes will further delay the start of the lease and services for young children in Vallejo.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed the lease agreement.

FUNDAMENTAL LEASE PROVISIONS

CENTER NAME: VALLEJO PLAZA

LEASE DATE: MARCH 26, 2019

LANDLORD: OGINO, LLC

ADDRESS: c/o GALLAGHER & MIERSCH, INC. 1390 WILLOW PASS ROAD, SUITE 220 CONCORD, CA 94520

TENANT: THE COUNTY OF SOLANO/FIRST 5 SOLANO CHILDREN AND FAMILIES COMMISSION

ADDRESS: 3375, #10 AND #30 SONOMA BLVD., VALLEJO, CA 94590

DBA: FIRST 5 SOLANO CHILDREN AND FAMILIES COMMISSION

PREMISES: 3375, #10 AND #30 SONOMA BLVD., VALLEJO, CA 94590

DIMENSIONS: Frontage: 60+/- Ft. Depth: 160+/- Ft. Irregular 8,956 +/- Sq. Ft.

USE: The use is for a First 5 Center office where parents and caregivers with young children will receive information and support and be connected to resources in their community. Parents and caregivers will meet with staff and attend activities to develop positive parent child relationships and encourage early learning and development. In addition, First 5 will be relocating its office, which will occupy approximately 1,700+/- sq. ft. of office use.

RENTAL: YEAR 1 AT \$10,299.00 PER MONTH
YEAR 2 ANNUAL CPI INCREASE 3% MAXIMUM
YEAR 3 ANNUAL CPI INCREASE 3% MAXIMUM
YEAR 4 ANNUAL CPI INCREASE 3% MAXIMUM
YEAR 5 ANNUAL CPI INCREASE 3% MAXIMUM

RENTAL COMMENCEMENT: THE LATER OF DELIVERY OF SPACE PER EXHIBIT B AND ISSUANCE OF AN OCCUPANCY PERMIT BY THE CITY OF VALLEJO OR JULY 1, 2019.

RENTAL ADJUSTMENTS: ANNUAL

TERM: FIVE (5) YEARS

OPTION: ONE (1) FIVE (5) YEAR OPTION

TERM COMMENCEMENT: THE LATER OF DELIVERY OF SPACE PER EXHIBIT B AND ISSUANCE OF AN OCCUPANCY PERMIT BY THE CITY OF VALLEJO OR JULY 1, 2019.

EXPIRATION: FIVE (5) YEARS FROM TERM COMMENCEMENT.

SECURITY DEPOSIT: NONE

Tenants Initials _____

Landlords Initials _____

COMMON AREA MAINTENANCE: \$0.00

LANDLORD WORK: SEE EXHIBIT B

Landlord's Broker: Gallagher & Miersch, Inc.

Tenant's Broker: NONE

Exhibits/Addenda:	A-1	-	Site Plan
	A-2	-	Leasing Plan
	B	-	Construction
	B-1	-	Conceptual Floorplan
	C	-	Sign criteria
	D	-	Acknowledgement of Acceptance of Premises
	E	-	Exclusive Uses/Restrictions
	F	-	Rules and Regulations

Tenants Initials_____

Landlords Initials_____

SHOPPING CENTER LEASE

NAME OF CENTER: **VALLEJO PLAZA**

1. PARTIES.

This Lease, dated this 26th day of March, 2019 by and between Ogino, LLC herein called ("Landlord"), and The County of Solano on behalf of its First 5 Solano Children and Families Commission herein called ("Tenant").

2. PREMISES.

Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord that certain space (herein called "Premises"), having dimensions of approximately 60 feet in frontage by 160 irregular feet in depth and containing approximately 8,956 square feet of floor area. The location and dimensions of said Premises are delineated on Exhibit "A" attached hereto and incorporated by reference herein. Said Premises are located in the City of Vallejo, County of Solano, State of California.

This lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

3. USE.

Tenant shall use the Premises for a First 5 Center office where parents and caregivers with young children will receive information and support and be connected to resources in their community. Parents and caregivers will meet with staff and attend activities to develop positive parent child relationships and encourage early learning and development. In addition, First 5 will be relocating its office, which will occupy approximately 1,700sf of office use.

4. MINIMUM RENT.

Tenant agrees to pay the Minimum Rent during the term for its use and occupancy of the Premises. Tenant's obligation to pay minimum rent shall commence on the "Rental Commencement Date:" (see Fundamental Lease Provision) and shall be payable in advance on the first day of each calendar month of the Term without notice, setoff or deduction, in twelve (12) equal monthly installments during each year of the Term. If the Term begins (or ends) on other than the first (or last) day of a calendar month, the Minimum Rent for the partial month shall be prorated on a daily basis, based on a 30-day month. Tenant shall pay Landlord for the first installment of Minimum Annual Rent when Tenant executes this Lease. This payment constitutes the first month's payment upon the rental commencement.

5. TERM:

Tenants Initials _____

Landlords Initials _____

A. The Term of this Lease shall begin on the Commencement Date and shall continue thereafter for a period of Five (5) Years following the Commencement Date.

B. Commencement Date:

(i) The lease shall commence on July 1, 2019, or on the date of completion of Tenant improvements, and issuance of an Occupancy Permit by the City of Vallejo, whichever shall last occur.

C. Substantial Completion. Landlord agrees to deliver to Tenant, and Tenant agrees to accept from Landlord, possession of the Premises forthwith upon substantial completion of the Premises as described in Exhibit "B" hereof. The term "substantial completion of the Premises" is defined as the date Landlord notifies Tenant that the Premises are substantially complete ("Delivery Date") to the extent of Landlord's work as specified in Exhibit "B" to the point wherein Tenant's contractor may commence the construction of Tenant's Work as specified in Exhibit "B". Tenant may enter into the Premises prior to its substantial completion to commence its work of improvement, provided, however, that such activity on the part of Tenant shall be done only in such manner as not to interfere with Landlord's contractor, other tenants of the Shopping Center and that Landlord shall not be liable to Tenant for damage to or loss of such fixtures, equipment or furnishings, Tenant accepting the full risk for such damage or loss, if any. Tenant shall pay for all utilities consumed by Tenant or its contractors in preparing the Premises for opening of Tenant's business. Tenant shall commence the construction of Tenant's work as described in Exhibit "B" hereof promptly upon substantial completion of the Premises and shall diligently prosecute such construction to completion.

Any delay in completion of Landlord's work caused by Tenant or Tenant's contractor (including, without limitation, change orders requested by Tenant) shall not delay the commencement of rent or the commencement of the term hereunder. In the event of such a delay Landlord shall set the Delivery Date by written notice to Tenant as the date Landlord's work would have been substantially completed without the delay as reasonably determined by Landlord. Landlord shall then subsequently deliver the premises to Tenant upon substantial completion as hereinabove defined.

D. Delay in Commencement. Tenant agrees that in the event of the inability of Landlord for any reason to deliver possession of the Premises to Tenant pursuant to this Lease, Landlord shall not be liable for any damage thereby nor shall such inability affect the validity of this Lease, but in such case, Tenant shall not be obligated to pay Rent except as set forth herein. In the event of a delay in delivery of the Premises commencement of the term of this Lease shall be correspondingly delayed provided, however, if Landlord's work as specified in Exhibit "B" hereto has not been substantially completed on or before twelve (12) months from the date hereof, then for a period of thirty (30) days thereafter, either party shall have the option of canceling this Lease by written notice of its intent to do so to the other party, in which event, this Lease shall be canceled, Landlord shall refund sums paid by Tenant to Landlord, and neither party shall have any further rights hereunder.

E. Confirmation of Term. If the commencement and expiration dates of the term are not known upon execution of this Lease, then when such dates become known the parties shall execute a written confirmation of such dates and such confirmation shall thereupon be deemed attached hereto

Tenants Initials _____

Landlords Initials _____

and made a part of this Lease.

6. SECURITY DEPOSIT.

Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord a sum of Zero dollars and No/100ths (\$0.00).

7. ADDITIONAL CHARGES

Definition of Rent: All costs and expenses which Tenant assumes or agrees to pay to Landlord under this Lease shall be deemed additional rent (which, together with the Base Rent is sometimes referred to as the "Rent"). The Rent shall be paid to the Landlord (or other person) and at such place, as Landlord may from time to time designate in writing, without any prior demand therefor and without deduction or offset, in lawful money of the United States of America.

8. USES PROHIBITED.

Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause a cancellation of any insurance policy covering said Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

9. COMPLIANCE WITH LAW.

Tenant shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

10. ALTERATIONS AND ADDITIONS.

Tenant shall not make or allow to be made any alterations, additions or improvement to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any

Tenants Initials _____

Landlords Initials _____

alterations, additions or improvement to or of said Premises, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the term hereof, Tenant shall upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall; forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises cause by such removal.

11. REPAIRS.

A. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord's obligations) including without limitation, the maintenance, replacement and repair of any storefront, doors, window casements, glazing, plumbing, pipes, electrical wiring and conduits, heating and air conditioning systems (when there is an air conditioning system). Tenant shall obtain a service contract for repairs and maintenance of said system, said maintenance contract to conform to the requirements under the warranty, if any, on said system. Tenant shall, upon the expiration or sooner termination of this Lease hereof, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant. Landlord has the right to maintain the HVAC system and prorate to the Tenant as a common area maintenance expense.

B. Notwithstanding the provisions of Article 11A, hereinabove, Landlord shall repair and maintain the structural portions of the Buildings, including the exterior walls and roof, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as provided in Article 25 hereof, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

12. LIENS.

Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on

Tenants Initials _____

Landlords Initials _____

behalf of Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1½) times the estimated cost of any improvements, additions, or alterations in the Premises which the Tenant desires to make, to insure Landlord against any liability for mechanics' and materialmen's liens and to insure completion of work.

13. ASSIGNMENT AND SUBLETTING.

Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay Landlord reasonable fees, not to exceed FIVE HUNDRED AND NO/100THS (\$500.00) DOLLARS, incurred in connection with the processing of documents necessary to giving of such consent.

14. HOLD HARMLESS.

Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted, or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon and in case any action or proceeding be brought thereon and in case any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Landlord's negligence; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises.

Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents, servants or employees. Landlord or its

Tenants Initials _____

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agents shall not be liable for interference with light, air, or for any latent defect in the Premises.

15. SUBROGATION.

As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

16. TENANT'S INSURANCE OBLIGATIONS.

A. Tenant shall, at Tenant's sole cost and expense, commencing at the date Tenant is given access to the Premises for any purpose and during the entire term hereof, procure, pay for and keep in full force and effect:

1. Tenant's Liability Insurance. Comprehensive General Liability Insurance with respect to the Premises and the operations of, on or on behalf of Tenant in, on or about the Premises, including but not limited to; personal injury, product liability (if applicable), blanket contractual, owner's protective, broad form property damage liability coverage, host liquor liability and owned and non-owned automobile liability in an amount not less than TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS combined single limit. Such policy shall contain: (a) severability of interest; (b) cross liability; and (c) an endorsement stating "such insurance as is afforded by this policy for the benefit of the Landlord shall be primary pertaining to any liability or claims arising out of the occupancy of the Premises by Tenant, or out of Tenant's operations, and any insurance carried by Landlord shall be excess and noncontributory."

2. Tenant's Workers' Compensation Insurance. Workers' Compensation Coverage is required by law, together with employer liability coverage.

3. Tenants Fire and Extended Coverage Insurance. Insurance against fire, vandalism, malicious mischief and such other additional perils as now are or are hereafter may be included in a standard "All Risk" coverage, insuring all improvements and betterments made to the Premises, Tenant's trade fixtures, furnishings, equipment, stock, loss of income or extra expense, and other items of personal property in an amount not less than one hundred (100%) percent of replacement value. Such insurance shall contain: (a) no coinsurance or contribution clauses; (b) a replacement cost endorsement; and (c) deductible amounts acceptable to Landlord.

4. Policy Requirements. All policies of insurance required to be carried by Tenant pursuant to these requirements shall be written by responsible insurance companies authorized to do business in the State of California. Any such insurance required by Tenant hereunder may be furnished by Tenant under any blanket policy carried by it or under a separate policy of insurance. A true and exact copy of each paid up policy evidencing such insurance or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to Landlord prior to the date Tenant is given the right to

Tenants Initials _____

Landlords Initials _____

possession of the Premises and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Landlord may, at any time, and from time to time, inspect and/or copy any and all insurance policies required hereunder. In no event shall the limits of any policy be considered as limiting the liability of Tenant under this Lease.

Each policy evidencing insurance required to be carried by Tenant pursuant to these requirements shall contain, in form and substance satisfactory to Landlord: (a) a provision including Landlord and any other parties in interest designated by Landlord as an additional insured; (b) a waiver by Tenant's insurers of any right to subrogation against Landlord, its agents, employees and representatives which arises or might arise by any reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives; and (c) a provision that the insurer will not cancel or materially change the coverage provided by such policy without first giving Landlord thirty (30) days prior written notice.

5. Landlord's Rights. If Tenant fails to procure, maintain and/or pay for at the time and for the duration specified in this Lease, the insurance required hereunder or fails to carry insurance required by any governmental requirements, Landlord may, (but without any obligation to do so) without notice to Tenant, perform such obligations on behalf of Tenant, and the cost thereof together with interest thereon at the rate of three (3) points over the Bank of America Prime Rate at that time, shall immediately become due and payable as additional rent to Landlord.

17. UTILITIES.

Tenant shall pay for all water, gas, heat, light, power, sewer charges, telephone service, and all other services and utilities supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord of all charges jointly metered with other premises.

18. PERSONAL PROPERTY TAXES.

Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

19. RULES AND REGULATIONS.

Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants.

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20. HOLDING OVER.

Notwithstanding any option to renew the term of the lease, if Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereto with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of one hundred fifty percent (150%) of the last Monthly Minimum Rent, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month to month tenancy.

21. ENTRY BY LANDLORD.

Landlord reserves, and shall at any and all times have, the right upon 24 hour prior notice, except in the case of emergency, to enter the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the Building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon, and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

22. TENANT'S DEFAULT.

22.1 The occurrence of any of the following shall constitute a default by Tenant:

22.1.1 The failure by Tenant to make any payment of rent or other payment required to be made by Tenant under this Lease if such payment is not made within five (5) days of the due date.

22.1.2 Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice has been given to Tenant. If the failure cannot reasonably be cured within twenty (20) days, Tenant shall not be in default of this Lease if Tenant commences to cure the failure within the twenty (20) day period and thereafter diligently and in good faith proceeds to cure the default.

22.1.3 Tenant admits in writing its inability to pay its debts generally as they become due, files a petition in bankruptcy, insolvency, reorganization, readjustment of debt, dissolution, or liquidation under any law or statute of the federal government or any state government or any subdivision thereof either now or hereafter in effect, makes an assignment for the benefit of its creditors, consents to or

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initiates the appointment of a receiver of itself or of the whole or any substantial part of the Premises.

22.1.4 A court of competent jurisdiction enters an order, judgment or decree appointing a receiver of Tenant or of the whole or any substantial part of the Premises and such order, judgment or decree is not vacated, set aside or stayed within thirty (30) days after the date of entry of such order, judgment or decree or a stay thereof be thereafter set aside.

22.1.5 A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Tenant under any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation law or statute of the federal government or any state government or any subdivision thereof either now or hereafter in effect, and such order, judgment or decree shall not be vacated, set aside or stayed within thirty (30) days after the date of entry of such order, judgment or decree or a stay thereof be thereafter set aside.

22.1.6 Under the provisions of any other law for the relief of or aid to debtors, a court of competent jurisdiction shall assume custody or control of Tenant or of the whole or any substantial part of the Premises, and such custody or control shall not be terminated within thirty (30) days after the date of assumption of such custody or control.

The notices required under this Section 22.1 are the only notices required to be given to Tenant by Landlord in the event of Tenant's default and not in addition to any statutory notices otherwise required by the unlawful detainer statutes of California.

23. REMEDIES IN DEFAULT.

23.1 Landlord shall have the following remedies if Tenant commits a default:

23.1.1 Give notice to Tenant at any time thereafter specifying Tenant's default or defaults, and stating that this Lease and the term hereby demised shall expire and terminate on the date specified in such notice if Tenant fails to cure said default or defaults within the time specified in Section 23.1 hereof, as may be extended by Section 23.1.7 hereof.

23.1.2 Bring summary proceedings against Tenant pursuant to the provisions of applicable law and rules of procedure to obtain possession of the Premises. If for any reason whatsoever after said action commences, such action is terminated and the possession of the Premises remains in or is restored to Tenant, then Landlord may, upon any subsequent default or defaults or upon the termination of this Lease as above set forth, file complaints to commence successive summary proceedings and enter successive judgments for possession of the Premises.

23.1.3 Re-enter and repossess the Premises, in which event Tenant agrees to immediately surrender the Premises to Landlord.

23.1.4 If Landlord does not elect to terminate this Lease as provided in Section 23.1.5 of this Section 23.1, Landlord may, from time to time, without terminating this Lease, either recover all rental as it becomes due or relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable with the right to make reasonable alterations and repairs to the Premises.

In the event that Landlord shall elect to so relet, then rentals received by Landlord from such reletting shall be applied: First, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; Second, to the payment of any reasonable costs of such reletting, including the

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reasonable costs of repairs and alterations; Third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of rent hereunder, be less than the rent payable during that month by the Tenant, then Tenant shall pay such deficiency to Landlord immediately upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord as soon as ascertained, any reasonable costs and expenses, but subject to any limitations set forth above, incurred by Landlord in such reletting not covered by the rentals received from such reletting.

23.1.5 Terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. If Landlord shall elect to terminate this Lease, then it may recover the following from Tenant as provided by California Law:

(i) The worth at the time of the aware of any unpaid rental which had been earned at the time of termination;

(ii) The worth at the time of the award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the amount of the loss of such rental that Tenant proves could have been reasonably avoided;

(iii) The worth at the time of the award of the amount by which the unpaid rental for the balance of the term after the time of the award exceeds the amount of the loss of such rental that Tenant proves could have been reasonably avoided;

(iv) Any other amount necessary to compensate Landlord for the detriment proximately caused by Tenant's default or which in the ordinary course of things would be likely to result therefrom; and

(v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

As used in subparagraphs (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest at the maximum legal rate of interest as provided in Section 23.1.3. As used in subparagraph (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).

23.1.6 Take any and all other action and pursue all other rights and remedies provided at law or in equity or under this Lease or any other instrument referred to herein or related hereto.

23.1.7 Nothing in this Section 23 shall limit or prejudice the right of Landlord to prove or obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or dissolution proceeding an amount equal to the maximum allowed by a statute or rule of law governing such proceedings and in effect at the time when such damages are to be proved, whether or not such amount be greater, equal to or less than the amount of the damages referred to in any of the preceding sections.

23.1.8 If the default of Tenant is Tenant's failure to timely commence and complete repairs to the Premises, which Tenant is required to undertake pursuant to this Lease, by the deadline for completion of such repairs as provided in this Section 23, then Landlord may make such repairs or cause them to be made. If Landlord shall make such repairs or cause 'the same to be made, Tenant shall be obligated to repay Landlord for the reasonable cost of such repairs upon demand.

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23.2 The remedies and elections of Landlord as set forth in Section 23 and elsewhere in this Lease shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or later provided or allowed by law or in equity.

24. DEFAULT BY LANDLORD.

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to damages and/or an injunction.

25. RECONSTRUCTION.

In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair same, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Minimum Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by the Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent.

In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall forthwith repair the same, provided the extent of the destruction be less than ten (10%) percent of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of ten (10%) percent or more of the full replacement cost then Landlord shall have the option; (a) to repair or restore such damage, this Lease continuing in full force and effect, but the Minimum Rent to be proportionately reduced as hereinabove in this Article provided; or (b) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice and the Minimum Rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by the Tenant in the Premises, shall be paid up to the date of said such termination. Notwithstanding anything to the contrary contained in this Article, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Article occurs during the last twenty-four (24) months of the term of this Lease or any extension thereof.

Landlord shall not be required to repair any injury or damage by fire or other cause, or to make

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any repairs or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

26. EMINENT DOMAIN.

If more than twenty-five (25%) percent of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. If either less than or more than 25% of the Premises are taken (and neither party elects to terminate as herein provided), the Minimum Rent thereafter to be paid shall be equitably reduced. If any part of the Shopping Center other than the Premises may be so taken or appropriated, Landlord shall within sixty (60) days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given and Tenant shall have no claim against Landlord for the value of any unexpired term of this lease.

27. PARKING AND COMMON AREAS.

Landlord covenants that upon completion of the Shopping Center an area approximately equal to the common and parking areas as shown on the attached "Exhibit A" shall be at all times available for the non-exclusive use of Tenant during the full term of this Lease or any extension of the term hereof, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such common and parking areas shall not constitute a violation of this covenant. Landlord reserves the right to change the entrances, exits, traffic lanes and the boundaries and locations of such parking area or areas, provided, however, that anything to the contrary notwithstanding contained in this Article, said parking area or areas shall at all times be substantially equal or equivalent to that shown on the attached "Exhibit A".

A. Prior to the date of Tenant's opening for business in the Premises, Landlord shall cause said common and parking area or areas to be graded, surfaced, marked and landscaped at no expense to Tenant.

B. The Landlord shall keep said automobile parking and common areas in a neat, clean and orderly condition and shall repair any damage to the facilities thereof, but all expenses in connection with said automobile parking and common areas shall be charged and prorated in the manner as set forth in Article 7 hereof.

C. Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and sub-tenants, shall have the non-exclusive right in common with Landlord and other present and future owners, tenants and their agents, employees, customers, licensees and sub-tenants, to use said common and parking areas during the entire term of this Lease, or any extension thereof, for ingress and egress, and automobile parking.

D. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, regulations and charges for parking as the Landlord may adopt from time to time for

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the orderly and proper operation of said common and parking areas. Such rules may include but shall not be limited to the following; (1) The restricting of employee parking to a limited, designated area or areas; and (2) The regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant.

28. SIGNS.

The Tenant may affix and maintain upon the glass panes and supports of the show windows and within twelve (12) inches of any window and upon the exterior walls of the Premises only such signs, advertising placards, names, insignia, trademarks and descriptive materials shall have first received the written approval of the Landlord as to type, size, color, location, copy nature and display qualities. Anything to the contrary in this Lease notwithstanding, Tenant shall not affix any sign to the roof. Tenant shall, however, erect one sign on the front of the Premises not later than the date Tenant opens for business, in accordance with a design to be prepared by Tenant and approved in writing by Landlord. All signs will comply with the codes and ordinances of the City of Vallejo.

29. DISPLAYS.

The Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

30. AUCTIONS.

Tenant shall not conduct or permit to be conducted any sale by auction in, upon, or from the Premises whether said auction is voluntary, involuntary, pursuant to any assignment for the payment of creditors, or pursuant to any bankruptcy or other insolvency proceeding.

31. HOURS OF BUSINESS.

Subject to the provisions of Article 25 hereof, Tenant shall continuously, during the entire term hereof, conduct and carry on Tenant's business in the Premises and shall keep the Premises open for business and cause Tenant's business to be conducted therein during the usual business hours of each and every business day as is customary for businesses of like character in the city in which the Premises are located to be open for business; provided however, that this provision shall not apply if the Premises should be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts, or similar causes beyond the reasonable control of Tenant. Tenant shall keep the Premises adequately stocked with merchandise, and with sufficient sales personnel to care for the patronage, and to conduct said business in accordance with sound business practice.

In the event of breach by the Tenant of any of the conditions contained in this Article, the Landlord shall have, in addition to any and all remedies herein provided, the right at its option to

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collect not only the Minimum Rent herein provided, but additional rent at the rate of one-thirtieth (1/30) of the Minimum Rent herein provided for each and every day that the Tenant shall fail to conduct its business as herein provided; said additional rent shall be deemed to be in lieu of any percentage rent that might have been earned during such period of the Tenant's failure to conduct its business as herein provided.

32. ADA COMPLIANCE.

A. Tenant shall, at its sole cost and expense, cause the Premises to comply at all times with the requirements of the Americans With Disabilities Act (42 U.S.C. SS 12181 et seq.), the regulations now or hereafter adopted pursuant thereto, and any and all applicable state or local laws, statutes, ordinances, rules and regulations concerning public accommodations for disabled persons now or hereafter in effect. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, reasonable attorneys' fees and disbursements) arising from Tenant's failure to comply with this Article.

B. Landlord shall, at its sole cost and expense, cause the Vallejo Plaza, excluding only the Premises, to comply at all times with the requirements of the Americans With Disabilities Act (42 U.S.C. SS 12181 et seq.), the regulations now or hereafter adopted pursuant thereto, and any and all applicable state or local laws, statutes, ordinances, rules and regulations concerning public accommodations for disabled persons now or hereafter in effect. Landlord shall indemnify, defend and hold Tenant harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, reasonable attorneys' fees and disbursements) arising from Landlord's failure to comply with this Article.

33. GENERAL PROVISIONS.

A. Plats and Riders. Clauses, plats, riders and addenda, if any, affixed to this Lease are a part hereof.

B. Waiver. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

C. Joint Obligation. If there be more than one (1) Tenant, the obligations hereunder imposed shall be joint and several.

D. Marginal Headings. The marginal headings and article titles to the articles of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

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E. Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

F. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

G. Recordation. Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the request of Landlord.

H. Quiet Possession. Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

I. Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any such due from Tenant shall not be received by Landlord or Landlord's designee within fifteen (15) days from due date that said amount is past due, then Tenant shall pay to Landlord a late charge equal to the maximum amount permitted by law (and in the absence of any governing law, ten (10%) percent of such overdue amount), plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

J. Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

K. Inability to Perform. This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Landlord.

L. Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision

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shall remain in full force and effect.

M. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

N. Choice of Law. This Lease shall be governed by the laws of the State in which the Premises are located.

O. Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorneys' fees. In addition, should it be necessary for Landlord to employ legal counsel to enforce any of the provisions herein contained, Tenant agrees to pay all attorneys' fees and court costs reasonably incurred.

P. Sale of Premises by Landlord. In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

Q. Subordination. This Lease shall be subordinate to any deed of trust, mortgage, or other security instrument (each, a "Mortgage"), or any ground lease, master lease, or primary lease (each, a "Primary Lease"), that now or hereafter covers all or any part of the Premises (the mortgagee under any such Mortgage, beneficiary under any such deed of trust, or the lessor under any such Primary Lease is referred to herein as a "Landlord's Mortgagee"). Any Landlord's Mortgagee may elect, at any time, unilaterally, to make this Lease superior to its Mortgage, Primary Lease, or other interest in the Premises by so notifying Tenant in writing. The provisions of this Section shall be self-operative and no further instrument of subordination shall be required; however, in confirmation of such subordination, Tenant shall execute and return to Landlord (or such other party designated by Landlord) within ten days after written request therefor such documentation, in recordable form if required, as a Landlord's Mortgagee may reasonably request to evidence the subordination of this Lease to such Landlord's Mortgagee's Mortgage or Primary Lease (including a subordination, non-disturbance and attornment agreement) or, if the Landlord's Mortgagee so elects, the subordination of such Landlord's Mortgagee's Mortgage or Primary Lease to this Lease.

R. Notices. All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Landlord to the Tenant shall be sent by United States Mail, postage prepaid, addressed to the Tenant at the Premises, and to the address hereinbelow, or to such other place as Tenant may from time to time designate in a notice to the Landlord. All notices and demands by the Tenant to the Landlord shall be sent by United States Mail, postage prepaid, addressed to the Landlord at the address set forth herein, and to such other person or place as the Landlord may from time to time designate in a notice to the

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Tenant.

To Landlord at: c/o Gallagher & Miersch, Inc.
1390 Willow Pass Road, Suite 220
Concord, CA 94520

To Tenant at: First 5 Solano Children and Families Commission
3375, #10 Sonoma Blvd.
Vallejo, CA 94590

S. Tenant's Statement. Tenant shall at any time and from time to time, upon not less than three (3) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a copy of Tenant's recent financial statement and a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as to modified, is in full force and effect), and the date to which the rental and other charges are paid in advance, if any; (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed; and (c) setting forth the date of commencement of rents and expiration of the term hereof. Any such statement may be relied upon by the prospective purchaser or encumbrances of all or any portion of the real property of which the Premises are a part.

T. Authority of Tenant. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the bylaws of said corporation, and that this Lease is binding upon said corporation.

34. BROKERS.

Tenant and Landlord represent and warrant to each other that the brokers named in the Fundamental Lease Provisions of this Lease are the only agents, brokers, finders or either parties with whom Tenant and Landlord has dealt who are or may be entitled to any commission or fee with respect to this Lease.

Landlord and Tenant hereby acknowledge that Gallagher & Miersch, Inc. represents Landlord herein, and Landlord and Tenant consent thereto.

SEE YOUR ATTORNEY – THIS LEASE IS TO BE GIVEN TO YOUR ATTORNEY FOR REVIEW AND APPROVAL BEFORE YOU SIGN IT. BECAUSE EACH LEASE TRANSACTION IS UNIQUE, AND THE BUSINESS AND LEGAL CONCERNS OF EACH PARTY ARE UNIQUE, GALLAGHER & MIERSCH, INC. CANNOT AND DOES NOT MAKE ANY REPRESENTATION OR RECOMMENDATION CONCERNING THE LEGAL EFFECT, LEGAL SUFFICIENCY, OR TAX CONSEQUENCES OF THIS LEASE. THESE ARE QUESTIONS FOR YOUR ATTORNEY AND FINANCIAL ADVISORS.

IN ANY REAL ESTATE TRANSACTION IT IS RECOMMENDED THAT YOU CONSULT WITH A PROFESSIONAL, SUCH AS A CIVIL ENGINEER, INDUSTRIAL HYGIENIST OR

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OTHER PERSON WITH EXPERIENCE IN EVALUATING THE CONDITION OF THE PROPERTY, INCLUDING THE POSSIBLE PRESENCE OF ASBESTOS, HAZARDOUS MATERIALS AND UNDERGROUND STORAGE TANKS.

LANDLORD AND TENANT have signed this Lease on the dates set forth below.

Date: _____

Date: _____

Landlord: Ogino, LLC

Tenant: The County of Solano/First 5 Solano
Children and Families Commission

By: _____
Victor Owen

By: _____
Birgitta E. Corsello

Its: _____
Administrator

Its: _____
County Administrator

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**ADDENDUM TO THE SHOPPING CENTER LEASE DATED MARCH 5, 2019
BY AND BETWEEN OGINO, LLC, AS LANDLORD AND THE COUNTY OF
SOLANO/FIRST 5 SOLANO CHILDREN AND FAMILIES COMMISSION AS TENANT
FOR THAT CERTAIN PROPERTY COMMONLY KNOWN AS
3375, #10 & #30 SONOMA BLVD., VALLEJO, CALIFORNIA 94590**

1. **Option to Renew:** (a) Provided that Tenant has fully, faithfully, and timely performed all the covenants, conditions, and obligations to be performed by Tenant under the terms of this Lease and has not at any time during the term of the lease or any extension thereof been in default and is not in default at the time of giving notice of extension thereof, Tenant is hereby granted and shall have the right and option to extend the term of this Lease for One (1) Five (5) year period. In order to exercise same, Tenant shall give Landlord written notice of Tenant's intent to exercise the option not less than one hundred eighty (180) days prior to the expiration of the initial term hereof. Failure to give the notice of exercise of the option within the time herein provided shall cause the said option to terminate. Upon giving the appropriate notice as herein provided, the term of this lease shall be extended on all terms and provisions hereof, except that the rental for the extended term shall be adjusted annually by the Consumer Price Index and in no event shall the annual increase in rent for the Five (5) year extended term be more than three percent (3%).
2. **Staff Parking:** Tenant shall have the exclusive right to have access and use of rear parking area for the purpose of staff parking.
3. **Use of Specialty Vehicles:** From time to time, Tenant shall be allowed to park specialty vehicles in parking lot located behind the building for the purpose of providing community services.
4. **Use of Adjacent Concrete Walkway:** From time to time, Tenant shall have the right to use the concrete walkway adjacent to the premises for community engagement activities.
5. **Security:** Landlord shall provide no less than one (1) security guard for the entire plaza, during Tenant's operating hours.
6. **Approvals:** The formal lease is subject to the approval of the Solano County Counsel's Office and the Solano County Board of Supervisors.
7. **Inspections:** Landlord shall be responsible for providing Tenant reports from an independent certified inspection agency verifying that all components included at Tenant responsibility in lease, including HVAC/air conditioning, are in good working condition. In addition, Lessor shall provide Tenant report verifying absence of asbestos or plan for asbestos remediation.
8. **CASp Certification:** The premises herewith leased under the terms of this lease has ____ has not X been inspected and certified by a CASp inspector.

Tenants Initials _____

Landlords Initials _____

CONSULT YOUR ADVISORS: This document (including its exhibits and addendums, if any) has been prepared by Broker for approval by the undersigned respective parties' legal counsel. Broker makes no representation or recommendation as to the legal sufficiency or tax consequences of this document or the transaction to which it relates. These are questions for an attorney or accountant.

LANDLORD: Ogino, LLC

**TENANT: The County of Solano/First 5
Children and Families Commission Solano**

By: _____
Victor Owen, Administrator

By: _____
Birgitta E. Corsello

Its: _____

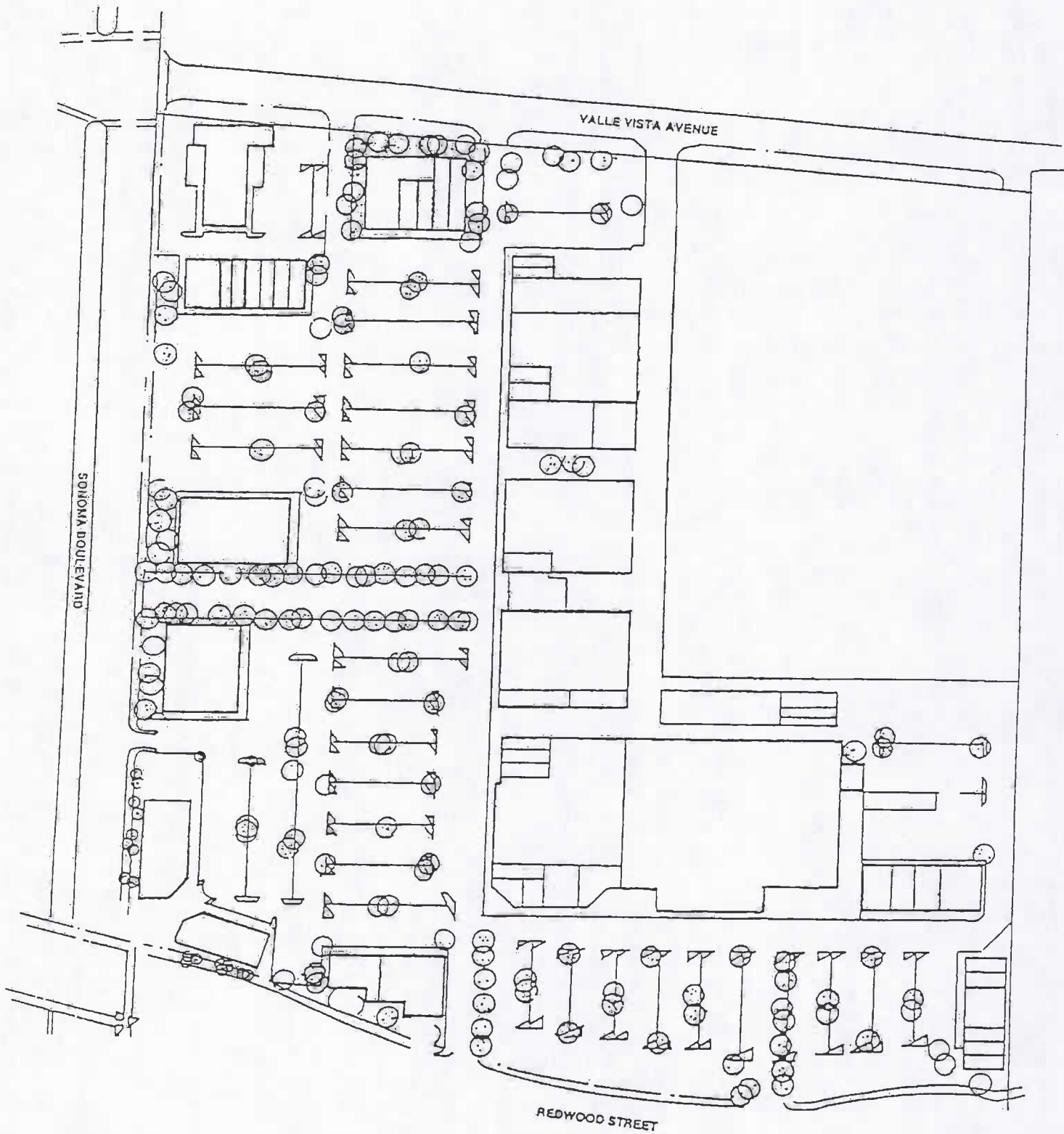
Date: _____

Date: _____

Tenants Initials_____

Landlords Initials_____

VALLEJO PLAZA SITE PLAN



VALLEJO PLAZA SITE PLAN

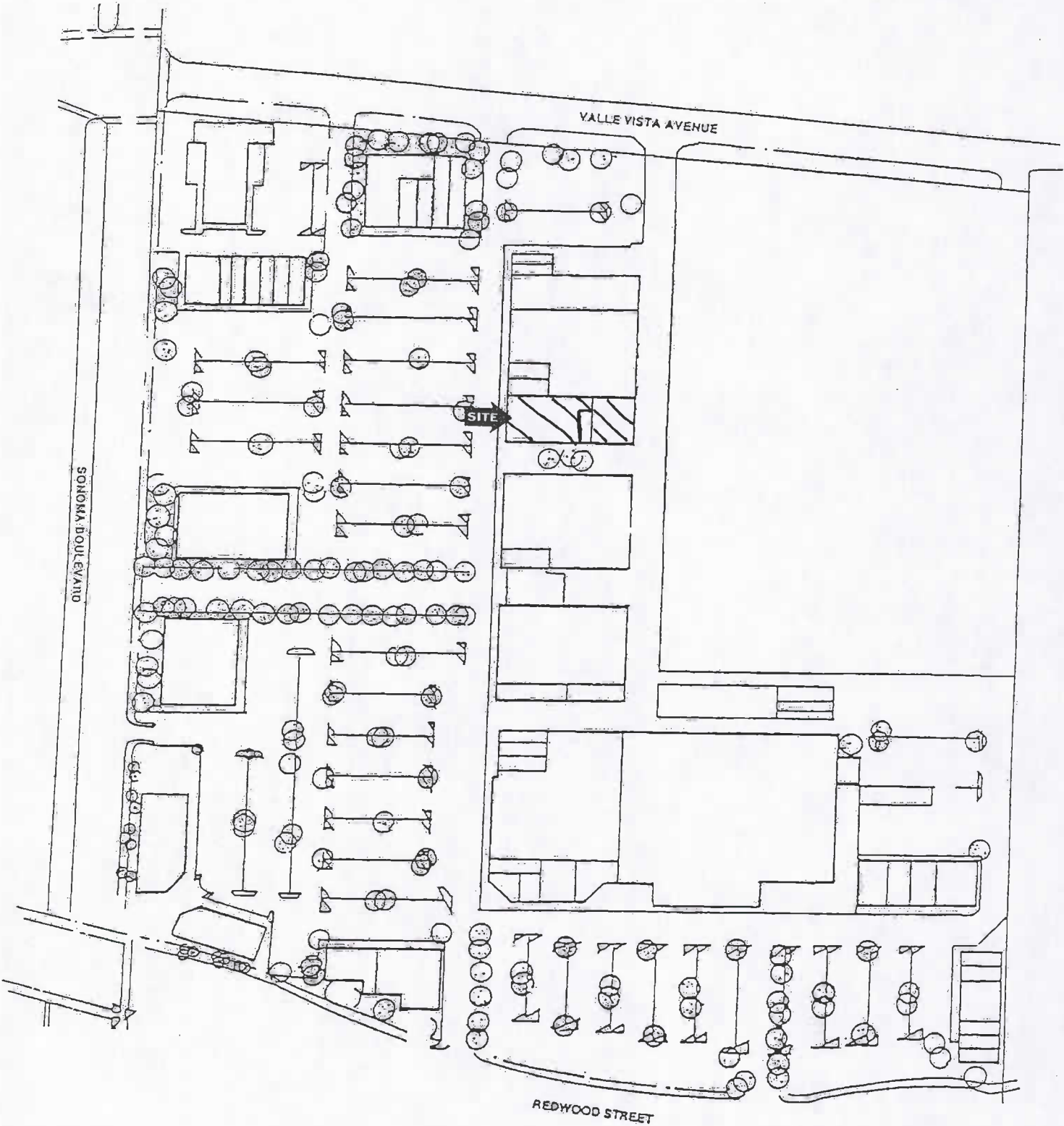


EXHIBIT "B" --- LANDLORD'S WORK

LANDLORD'S WORK

1. Landlord warrants that all standard building mechanical, electrical, HVAC, and plumbing systems are in good working order at the time Tenant takes occupancy of the premises. Landlord further warrants that the roof is free of any leaks at the time of Rental Commencement.
2. Landlord to make certain improvements to the leased premises, including but not limited to the installation of offices, bathrooms, other rooms, walls and partitions as shown by the Conceptual Floorplan (Exhibit B-1). Tenant shall supply Landlord with design documents and specifications prepared by a licensed Architect for a completion of Tenant Improvements. Such tenant improvements will be performed by Landlord, at Tenant's sole cost and expense. Landlord shall retain a licensed General Contractor to perform tenant improvements on behalf of Tenant. General contractor must utilize a labor scale to meet the "prevailing wage," as directed by the Department of Labor Relations, California Labor Code, for the area in which the property is situated. Tenant is solely responsible for total costs of tenant improvements, construction permits and a lender and insurance driven field inspection and supervision fee equal to 2% of total construction costs. Tenant shall approve all costs prior to work being authorized.
3. Tenant shall pay the full cost of the Work in advance within thirty (30) days before the Work is performed based upon the written estimates given by Landlord's contractors. To the extent any costs of Work were not included in any written estimates given by Landlord's contractors or excess work or overages are needed to complete the Work, Tenant shall pay the same to Lessor within thirty (30) days of demand by Lessor, if accompanied by a statement showing reasonable detail of such costs. At the conclusion of construction, a reconciliation of costs will be provided to Tenant. To the extent the costs of the Work are less than any written estimates or contracts for Work entered into between Landlord and Landlord's contractors, Landlord shall refund Tenant the difference within thirty (30) days.

TENANT'S WORK

1. Tenant shall, at Tenant's sole cost and expense, perform all work, other than that to be performed by Landlord as set forth in this Exhibit, required to complete the Demised Premises in a finished condition ready for the conduct of business thereon. The Demised Premise shall be constructed in accordance with the plans and specifications as approved by Landlord by a licensed contractor in good quality, workmanlike manner, and Tenant agrees to pursue said construction diligently to completion, complying with all City, County and State ordinances, rules and regulations relating thereto.
2. Any work including cutting, venting or duct installation which involves cutting into the existing roof structure, or loading the roof structure, must be first approved by the Landlord, then hot mopped by a licensed roofing contractor after any such installation by Tenant. Tenant will be responsible for the expense of repairing any roof leaks resulting from said installations by Tenant.

Tenants Initials _____

Landlords Initials _____

TENANT'S PLANS

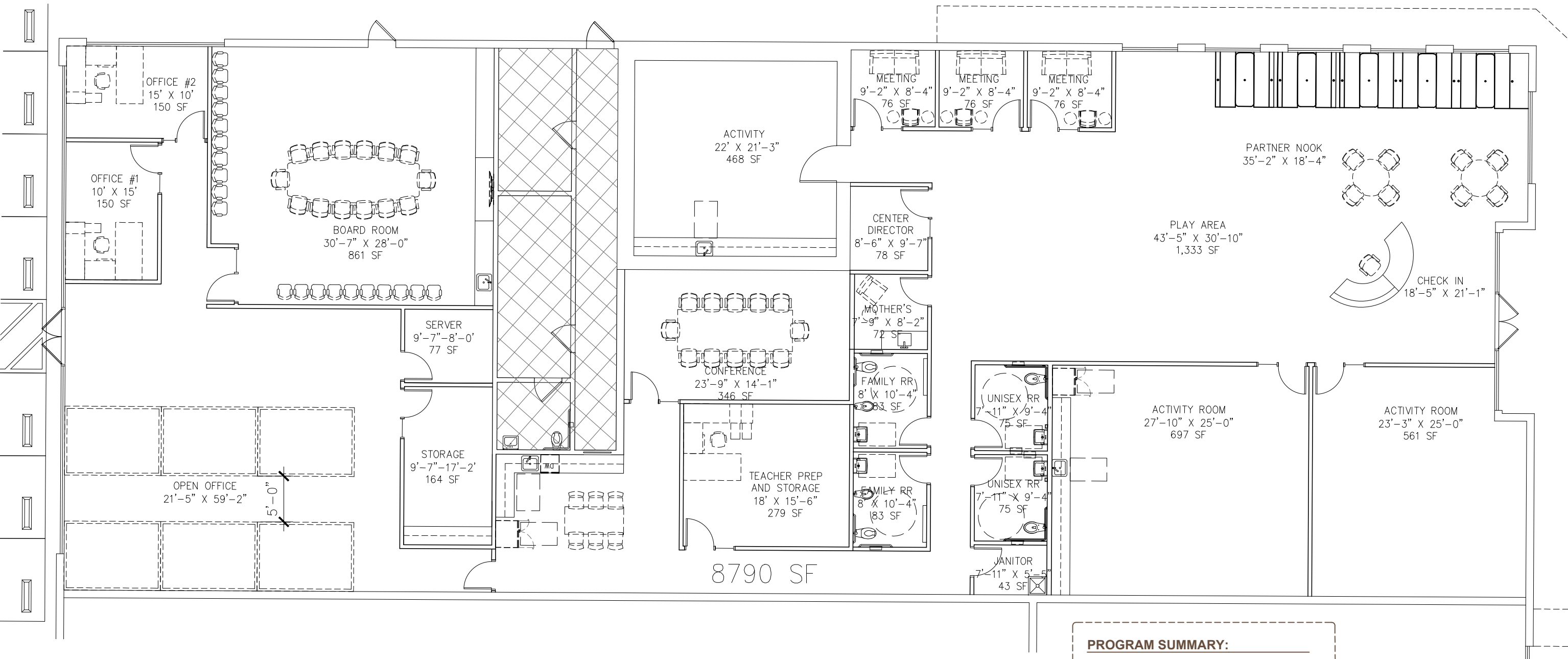
1. Tenant shall prepare the plans and specifications for the Demised Premises, to be approved by both parties, showing in detail the nature of the scope of the work to be done by Landlord and Tenant, respectively, as herein provided. The cost of such plans and specifications shall be borne by Tenant.
2. Within fifteen (15) days after execution of this Lease, Tenant agrees to coordinate Exhibit "B" requirements with Landlord, which shall include interior partitions, trade fixture plans, lighting, electrical outlets and telephone outlets (all in conformity with the heretofore set forth "Landlord's Work" and "Tenant's Work"). Said plans and specifications are subject to approval by Landlord. If the Landlord deems it necessary to make any changes or additions to the plans furnished by Tenant, Tenant shall confer with Landlord within five (5) days of notifications thereof and shall sign or initial amended plans incorporating the necessary changes as mutually agreed by Landlord and Tenant. If within the time periods specified, Tenant should fail to deliver Tenant's plans as herein specified to the Landlord, or agree on changes in Tenant's plans (such agreement to be evidenced by the signature or initials of Tenant and Landlord on the amended plans), Landlord shall have the right to terminate this Lease upon written notice to Tenant.
3. No work will begin until Landlord has approved Tenant's plans which will be reviewed in three (3) business days. Landlord must approve Tenant's contractors and subcontractors before any work begins. Tenant's contractors will not interfere with any other tenants in the shopping center.

TENANT'S SIGNS

Tenant to furnish and install a sign in accordance with Paragraph 28 of the Lease and Exhibit "C" attached hereto. Sign face material and copy to be approved by Landlord prior to installation. All signs to comply with local sign ordinances.

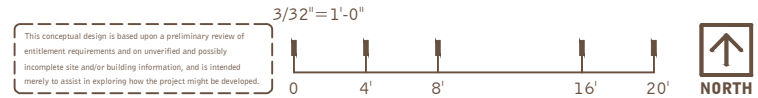
Tenants Initials _____

Landlords Initials _____



PROGRAM SUMMARY:

Private Offices:	6
Workstations:	6
Board Room:	1
Conference Room:	1
Activity Room:	3
Mother's Room:	1
Meeting Room:	3
Storage:	2



SCHEME:

SPACE PLAN - OPTION 2

FIRST 5
SONOMA BLVD.

WARE MALCOMB

SNR19-6027-00
02.19.2019

SHEET
1

Vallejo Plaza Shopping Center Sign Criteria

The following criteria shall govern all exterior sign work furnished and installed by Tenant, all of which shall be done at Tenant's sole cost and expense.

Sign Criteria

1. The criteria will aid in eliminating excessive and confusing sign displays, preserve and enhance the appearance of the Shopping Center, safeguard and enhance property values, and will encourage signage which by good design is integrated with and is harmonious to the buildings and sites that it occupies.
2. Prior written approval of design, content, materials, colors, sizes, details, and location of signs must be obtained from Landlord. Tenant shall submit two (2) blue-line prints and samples of materials and colors to Landlord for approval prior to fabrication and erection of the signs. Landlord's approval may be withheld according to Landlord's sole discretion as to any aspect or feature not otherwise specified herein. The Landlord's approval of any sign or part of a sign, in no way sets a precedent for approval of future signs.
3. The Tenant shall pay for all signs and their installation and maintenance. The Tenant shall also obtain all necessary permits and approvals.
4. In no case shall flashing, moving or audible signs be permitted.
5. In no case shall the working of signs describe the products sold, prices, or any type of advertising except as part of the occupant's trade name or insignia.
6. No signs shall be permitted on canopy roofs or building roofs.
7. No sign or any portion thereof may project above the building or top of the wall upon which it is mounted.
8. No signs perpendicular to the face of the building shall be permitted, except as specified in item 15.
9. No exposed bulb signs are permitted.
10. No offsite signage shall be permitted.
11. No A-Frame signs are permitted.
12. No tenant free-standing signage.
13. All signs shall be installed and operational prior to Tenant opening for business.
14. Tenant shall maintain the sign in good working order and repair to include replacement of damaged letterers and burned out neon tubing at Tenant's sole cost and expense. In the event Landlord notifies Tenant of an existing defect and Tenant fails to cure said defect within ten (10) days after notification by Landlord, Landlord may cause the defect to be repaired. Tenant hereby agrees to reimburse Landlord for the cost of any such repair within ten (10) days after receipt of an invoice setting forth those costs incurred by Landlord.
15. Upon termination or expiration of this lease, Tenant hereby agrees to remove its sign and repair any holes and/or damage to the fascia at Tenant's sole cost and expense.
16. All signage must comply with City of Vallejo signage code.
17. Tenant will be given the use of the former tenant sign's.

Design Requirements

1. One attached sign indicating the name for each occupancy shall be allowed. The color of the face of each sign shall be in keeping with the overall color scheme of the development.
2. Sign area shall be determined by the lineal frontage of each individual shop as follows:
 - (a) Width of sign, including logo, shall not exceed seventy (70) percent of shop's width.
 - (b) Total vertical sign height shall not exceed twenty-four inches (24"), including logo or first letter. Logo size shall not exceed 24" x 24". Logo defined as a letter, symbol or sign used to represent an entire word or words.
 - (c) Maximum letter height shall be limited to twenty inches (20"), other than first letter.
 - (d) Total size of signage shall not exceed 15 square feet.
3. All lettering shall be pan channel letters, fabricated from aluminum returns. A minimum of .063 aluminum for letter backs and 5" returns shall be required. Channel letters are acceptable only with interior neon illumination. Letter faces shall be fabricated from translucent plexiglas with a minimum 3/16" thickness. Plexiglas faces shall have a matte finish, factory "soft glow" or light sandblasted finish. Aluminum letters shall have a 3/4" trimcap at perimeter of letters secured by #6 x 1/2" sheet metal type-retaining screw painted a color selected by Shopping Center Architect.
4. Neon tubing shall be 3" on center or less.



5. Corner retailer may apply signage to only one side of corner.
6. All P-K housings or equivalent penetrations shall be made through the designated horizontal recessed metal band on building fascia. No exceptions.
7. Landlord shall provide at Landlord's expense within each Tenant's premises a lighting contractor which will be installed proximal to the rear building wall and exit door above the suspending ceiling. The contractor will be connected to the house electrical controls which shall include a photocell and master time clock system which shall be provided by the Landlord. The hours of sign illumination for the Shopping Center shall be subject to Landlord's control.
8. Tenant shall provide, at Tenant's cost, one (1) 20 amp circuit for each twenty (20) feet of store frontage, which such circuit(s) shall be connect to the utility supply servicing the demised premises.
9. Tenant shall submit load calculations to Landlord when submitting plans. The load calculations shall be subject to Landlord's written approval prior to installation.
10. Tenant's electrician and/or sign company shall connect Tenant's sign wiring to the contractor so that the sign will be dependent on the contractor. Electricity required for sign operation will be recorded on Tenant's electric meter and Tenant will be responsible for all associated electrical expense.
11. All signs and installation work must comply with all applicable building, electrical and other governmental codes and requirements.
12. All 5" returns are to be painted. Color to be selected by Shopping Center Architect.
13. All electrical signs shall bear the UL label and their installation must comply with all local building and electrical codes.
14. Raceways, cross overs or conduits shall be permitted.
15. No exposed neon lighting shall be used on signs, symbols, or decorative elements.
16. All conductors, transformers, cross overs, and other equipment shall be concealed behind building fascia.
17. All sign fastenings, bolts, and clips shall be of hot dipped galvanized iron, stainless steel, aluminum, brass or bronze. No black iron of any type will be permitted.
18. All exterior letters or signs exposed to the weather shall be mounted at least three fourths inch (3/4") from the building to permit proper dirt and water drainage.
19. Locations of all openings for conduit and sleeves in sign panels of buildings shall be indicated by the sign contractor on drawings submitted to Landlord. Installation shall be in accordance with Landlord's approved drawings.
20. No signmaker's labels or other identification will be permitted on the exposed surface of signs, except those required by local ordinance which shall be located in an inconspicuous location.

Door Signage

1. Decals, signs or other displays identifying Tenant's hours of business, telephone number, and products or service designations to be affixed to the side light at the strike side of entry door of the demised premises. In all events, any such items shall be confined to one single space no larger than one square foot in area at each entrance to the demised premises and shall not contain any sale, special announcement or other temporary information or advertising. Two or more doorways in close proximity to each other shall constitute one entrance.
2. Each Tenant who has a rear door for receiving merchandise shall have uniforming applied on said door in a location, as directed by the Landlord two inch high block letters identifying occupant's name and address. Where more than one occupant uses the same door, each name and address shall be applied. Letters shall be furnished and installed by Landlord.
3. Landlord shall install vinyl self-adhesive street address numbers on Tenant's storefront door.

Grand Opening Signage

Tenant shall be allowed to display "Grand Opening" signage at the demised premises, subject to Landlord's sole discretion and prior written approval, for a four week period immediately following the date Tenant opens its doors to the public for business.



EXHIBIT "D" - ACKNOWLEDGEMENT OF ACCEPTANCE OF PREMISES

This Acknowledgement is made as of _____, with reference to that certain Lease Agreement (hereinafter referred to as the "Lease") dated March 26, 2019, by and between Ogino, LLC as "Landlord" therein, and The County of Solano on behalf of its First 5 Solano Children and Families Commission, as "Tenant."

The undersigned confirm the following

That Tenant accepted possession of the Demised Premises (as described in said Lease) upon the later of delivery of space per Exhibit B and issuance of an occupancy permit by the City of Vallejo or July 1, 2019 and acknowledges that the Premises are as represented by Landlord and in good order, condition and repair, and that the improvements, if any, required to be constructed for Tenant by Landlord under this Lease have been so constructed and are satisfactorily completed in all respects.

LANDLORD ACKNOWLEDGEMENT

Ogino, LLC

By: _____
Victor Owen

Its: Administrator

TENANT

The County of Solano/First 5 Solano
Children and Families Commission

By: _____
Birgitta E. Corsello

Its: _____

ACKNOWLEDGEMENT OF COMMENCEMENT

1. That all conditions of said Lease to be performed by Landlord prerequisite to the full effectiveness of said Lease have been satisfied and that Landlord has fulfilled all its duties of an inducement nature.
2. That, in accordance with provisions of Section 5 of said Lease, the commencement date of the term is upon the later of delivery of space per Exhibit B and issuance of an occupancy permit by the City of Vallejo or July 1, 2019, and that, unless sooner terminated, the original term thereof expires Five (5) years from Term Commencement. The date of commencement is _____.
3. That the Lease is in full force and effect and that the same represents the entire agreement between Landlord and Tenant concerning said Lease.
4. That there are no existing defenses which Tenant has against the enforcement of said Lease by Landlord and no offsets or credits against rentals.
5. That the minimum rental obligation of said Lease shall be in effect and that all rentals, charges and other obligations on the part of Tenant under said Lease commence to accrue upon the later of delivery of space per Exhibit B and issuance of an occupancy permit by the City of Vallejo or July 1, 2019.

Tenants Initials _____

Landlords Initials _____

6. That the undersigned Tenant has not yet made any proper assignment, hypothecation or pledge of said Lease or of the Rents hereunder.

LANDLORD ACKNOWLEDGEMENT

Ogino, LLC

By: _____
Victor Owen

Its: Managing Member

DATE: _____

TENANT

The County of Solano/First 5 Solano
Children and Families Commission

By: _____
Birgitta E. Corsello

Its: _____

DATE: _____

Tenants Initials_____

Landlords Initials_____

EXCLUSIVES/RESTRICTIONS

BEST COLLATERAL. Pawn Shop.

BIG 5. No portion of the Shopping Center except Parcel B (Big 5) shall be used for the primary purpose of conducting thereon a retail store selling primarily sporting goods.

CHECK'N GO OF CALIFORNIA. 2. Restrictive Covenants: Notwithstanding anything to the contrary in the Lease, Landlord covenants and agrees that, for so long as the Lease in the effect, Landlord shall not lease or rent any portion of the Center to any business which engages in, or permit any presentment services, check cashing, small loans or the advancing of money secured by the customer's personal check. In the event of breach of this restriction by Landlord, Tenant shall not be required to pay any further rent to Landlord under the Lease for the duration of such breach, Tenant shall have the option to terminate the Lease upon sixty (60) day's prior written notice to Landlord.

EMPIRE BUFFET. From and after the date of the Lease, Landlord shall not execute any Lease for space in the Center pursuant to which Landlord authorizes the use of the Premises demised by the Lease primarily for the display and sale at retail of any of the following goods and services "Chinese Buffet" style restaurant.

MAGIC CLEANERS. Lessor covenants and agrees that during the term of the Lease, including any extension thereof, Lessor shall not lease any portion of the Shopping Center to any other business that will operate a dry cleaning plant.

OKURA, DR. A. No competing business (optical, optometry, ophthalmology) shall be allows to operate within Vallejo Plaza during tenant's Lease terms without prior approval by Tenant.

Planet Fitness. Provided Tenant has not been in default of the terms of the lease beyond applicable cure period after written notice, Landlord will not lease space which Landlord owns in the center to another Tenant whose business involves the operation of a health/physical fitness club in the shopping center, and in real property or an affiliate located within 3 miles of the Premises. Further, Tenant shall have the exclusive rights in space that Landlord owns in the Shopping Center with regard to tanning. Landlord owns those areas within the Shopping Center cross-hatched on Exhibit A-2.

PRETTY NAILS. Lessor covenants and agrees that during the term of the Lease, Lessor shall not use, lease or permit the use of any portion of the Shopping Center as now or hereafter existing, to any other business providing nail salon only services.

Ross Prohibited Uses. Tenant has entered into this Lease in reliance upon representation by Landlord that Landlord's Parcel shall remain retail in character, and, further, no part of Landlord's Parcel shall be used for office uses [in excess of ten percent (10%) of the total Leasable Floor Area in the Shopping Center] or residential purposes or as a theater [within five (500) feet of the front and side perimeter walls of the Store], auditorium, meeting hall, school, church or other place of public assembly, "flea market," gymnasium, veterinary services, overnight stay pet facilities, health club [within two hundred fifty (250) feet of the front and side perimeter walls of the Store], dance hall, billiard or pool hall [within five hundred (500) feet of the front and side perimeter walls of the Store], massage parlor, video game arcade, bowling alley, skating rink, car wash, facility for the sale, display, leasing or repair of motor vehicles, night club, adult products, adult books or adult audio/video products (which are defined as stores in which at least ten percent (10%) of the inventory is not available for sale rental to children under the age of majority in the state in which the Store is located because such inventory explicitly deals with or depicts human sexuality). No ATM or similar machine shall be permitted in the Shopping Center within one hundred (100) feet of the front and side perimeter walls of the Store. A "High Intensity Parking User" is a tenant or occupant whose use requiring more than five (5) parking spaces per one thousand (1,000) square feet of Leasable Floor Area in accordance with either customary shopping center practices or governmental regulations, whichever has a higher parking requirement. The foregoing use restrictions are referred to herein as the Ross Prohibited Uses."

SEAFOOD CITY. "no other portion of the Shopping Center will be used for the purpose of selling, serving or handling Food for off premises consumption; provided, however, the Lessor shall not be in breach of the covenant or any of its other obligations hereunder if other tenants or

EXHIBIT E

Tenant Initials _____

Landlord Initials _____

occupants of the Shopping Center sell Food as segregated for the sale of Food (an “Incidental Use”).”

SPRINT. Landlord covenants that during the Lease Term, no space in the building of which the Demised Premises are a part, identified in red in Exhibit “A”, shall be used for (i) the retail sale or display of electronic equipment and components, including, but not limited to, all types of telecommunication and transmitting equipment, computers and related accessories, and audio/video equipment and accessories; or (ii) the connection, installation, sale, display or promotion of off-premises [internet, on-line, broadband, narrowband, DSL, cable modem, satellite] access services, access devices or related goods, services, equipment, or accessories which enable or utilize connection to what is commonly known today as the “internet” or any enhancement thereof or successor thereto (the “Protected Merchandise”).

THE UPS STORE. Lessee covenants and agrees that during the term of the Lease, including any extension thereof, Lessor shall not use or lease to any tenant under 3,000 square feet as their primary business: Mail box rental, parcel and shipping services, keys, western union, and metered mail.

WASH CLUB. With the exception of the properties leased by Seafood City, and the properties subleased by Seafood City to other tenants, Landlord agrees not to lease any other space in Vallejo Plaza to another competing self-service laundromat.

WESTERN DENTAL. No other space in subject center (except for two existing dentists at lease signing) will be used for general dental, orthodontic, specialty dental or oral surgery purposes during term of lease, including extensions.

EXHIBIT E

Tenant Initials_____

Landlord Initials _____

RULES AND REGULATIONS

Landlord hereby establishes the following rules and regulations for the safety, care and cleanliness of (i) the store areas (hereinafter referred to as the "demised premises") of any tenant or tenants of the Center (hereinafter referred to as the "tenant"); (ii) the common area; and (iii) the Center in general, or for the preservation of good order as provided in Article 17 of the Lease:

A. FOR THE STORE AREAS:

1. All floor areas of the demised premises (including vestibules, entrances, and air returns), doors, fixtures, windows, and plate glass shall be maintained in a clean, safe and good condition.
2. All trash, refuse, and waste materials shall be stored in adequate containers and regularly removed from the demised premises. These containers shall not be visible to the general public and shall not constitute a health or fire hazard, or a nuisance to any other tenant. In the event that any tenant shall fail to remedy such a health or fire hazard, or nuisance, within five (5) days after written notice by Landlord, Landlord may remedy and/or correct such health or fire hazard or nuisance at the expense of the tenant involved.
3. No portion of the demised premises shall be used for lodging purposes.
4. Neither sidewalks nor walkways shall be used to display, store, or place any merchandise, equipment or devices, except in connection with sidewalk sales held with Landlord's prior written approval. The roof of the demised premises shall not be used for the storage of merchandise or equipment.
5. No public telephone, newsstand, shoe shine stand, refreshment, vending or other coin-operated machine shall be installed or placed on the sidewalk or walkway area adjacent to the demised premises or on the common areas without Landlord's prior written approval in each instance.
6. No person or persons shall use the demised premises, or any part thereof, for conducting therein a second-hand store, auction, distress or for sale or bankruptcy sale, or "going-out-of-business" sale or "lost our lease" sale without Landlord's prior written consent.
7. No portion of the demised premises shall be used for the storage of any merchandise, materials or other properties, other than those reasonably necessary for the operation of a tenant's business. Landlord may, from time to time, inspect the demised premises to insure compliance with the foregoing provisions.
8. Tenant shall not black out or otherwise obstruct the windows of the demised premises by signage or otherwise, without Landlord's prior written consent. The hours of the lighting display windows shall be from dusk until 11:00 p.m.
9. If a tenant provides its customers with the use of shopping carts and/or baskets, such tenant shall be responsible for causing said carts and/or baskets to be stored only in areas designed by Landlord. If such tenant fails to routinely collect and store said carts as necessary (at least twice on a daily basis), Landlord may assume the responsibility of same and may bill the tenant involved on an estimated monthly basis for such service.

B. FOR THE COMMON AREAS:

1. All tenants and their authorized representatives and invitees shall use any roadway, sidewalk, walkway, or mall (including the enclosed mall, if any) only for ingress and egress from the stores in the Center. Use of the common areas shall be in an orderly manner in accordance with directional or other signs or guides. Roadways shall not be used at a speed in excess of ten (10) miles per hour and shall not be used for parking or stopping, except for the immediate loading or unloading of passengers. Walkways, sidewalks and malls (including the enclosed mall, if any) shall be used only for pedestrian travel.
2. All tenants and their authorized representatives and invitees shall not use the parking areas for anything but parking motor vehicles. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking places. During peak periods of business activity, Landlord can impose any and all controls Landlord deems necessary to operate the parking lot including but not limited to the length of time for parking use. Currently the parking of vehicles used by tenant and tenant's employees shall be restricted to the center of the parking lot of the shopping center or any area designated by the Landlord now or in the future.
3. No person shall use any utility area or truck loading area reserved for use in conducting business, except for the specific purpose for which permission to use these areas has been given.



4. No person shall use any automobile parking areas except for the parking of passenger vehicles during the period of time such person or the occupants of such vehicles are customers or business invitees of the retail establishments within the shopping center. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking spaces.

5. No employee shall use any area for motor vehicle parking except the area specifically designated for employee parking. No tenant shall designate an area for employee parking except the area designated in writing by Landlord.

6. Without the prior written consent of Landlord, no person shall use any of the common areas for:

(a) Vending, peddling or soliciting orders for sale or distributing of any merchandise, device, service, periodical, book, pamphlet, or other matter;

(b) Exhibiting any non-professional sign, placard, banner, notice or other written material;

(c) Distributing any circular, booklet, handbill, placard, or other material;

(d) Soliciting membership in any organization, group, or association, or soliciting contributions for any purpose;

(e) Solicit signatures on any petition or for any other purpose, disseminate any information in connection therewith, or distribute any circular, booklet, handbill, placard, or other material which has no relationship to any purpose for which the shopping center was built or is being used;

(f) Parading, patrolling, picketing, demonstrating, rallying or engaging in conduct that might interfere with or impede the use of the common areas, create a disturbance, attract attention, or harass, annoy, disparage or be detrimental to any of the business establishments in the Center;

(g) Using any portion of the common areas for any purpose when none of the business establishments in the Center is open for business;

(h) Discarding any paper, glass, or extraneous matter of any kind, except in designated receptacles;

(i) Except for normal and customary sound devices for Tenant's drive-thru facilities, using a sound-making device or produce in any manner, noise that is grossly annoying, distasteful or unpleasant to the general public, any other tenant, occupant, or adjacent resident; or

(j) Defacing, damaging any sign, light standard, or fixture, landscaping material or other improvement or property within the Center or the property of customers, business invitees, or employees situated within the Shopping Center.

The above listing of specific prohibitions is not intended to be exclusive, but is intended to indicate the manner in which the right to use the common areas solely as a means of access and convenience in shopping at the business establishments in the Center is limited and controlled by Landlord and the tenant of the Shopping Center.

7. Landlord shall have the right to remove or exclude from or to restrain (or take legal action to do so) any unauthorized person from, or from coming upon, the Shopping Center or any portion thereof, and to prohibit, abate, and recover damages arising from any unauthorized act, whether or not such act is in express violation of the rules and regulations set forth above.

8. Landlord reserves the right to change these Rules and Regulations, and to make such other Rules and Regulations as in its judgment may from time to time be necessary for the safety and cleanliness of, and for the preservation of good order in and the efficient operation of the Shopping Center.





Solano County

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

Agenda Submittal

Agenda #:	20	Status:	Consent Calendar
Type:	Miscellaneous	Department:	Health and Social Services
File #:	18-851	Contact:	Gerald Huber, 784-8400
Agenda date:	03/26/2019	Final Action:	
Title:	Approve a plaque of appreciation honoring Karl Phillipps, Supervising Welfare Fraud Investigator, upon his retirement from the Department of Health & Social Services, Special Investigations Bureau with over 19 years of distinguished service to Solano County		
Governing body:	Board of Supervisors		
District:	All		
Attachments:			

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services (H&SS) recommends that the Board approve a plaque of appreciation honoring Karl Phillipps, Supervising Welfare Fraud Investigator, upon his retirement from the Special Investigations Bureau (SIB), with over 19 years of dedicated service to Solano County.

SUMMARY/ DISCUSSION:

Supervising Investigator Phillipps began his career as a Security Police Bomb Dog Handler with the United States Air Force. After 4 years he was promoted to a Special Agent for the Office of Special Investigations (OSI) where he served honorably for 16 years. Mr. Phillipps retired from the Air Force after 20 years of distinguished service.

Supervising Investigator Phillipps was hired by Solano County on August 16, 1999 as a Welfare Fraud Investigator II in the Department of Health and Social Services. During his tenure as an Investigator, he worked all types of welfare fraud cases including the California Work Opportunity and Responsibility to kids (CalWORKs), CalFresh (known federally as the Supplemental Nutrition Assistance Program or SNAP), General Assistance, and Childcare Fraud. Mr. Phillipps was promoted to Supervising Welfare Fraud Investigator on August 8, 2010. Supervising Investigator Phillipps has faithfully protected the integrity of the public assistance programs investigating and preventing the fraudulent receipt of program funds.

Supervising Investigator Phillipps has provided statewide training on welfare fraud investigations and has served on the Deputy Sheriffs Association Board for 4 years and the California Welfare Fraud Investigators Association Board for 14 years, most recently serving as the Vice President.

FINANCIAL IMPACT:

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

ALTERNATIVES:

The Board could choose to not approve this plaque of appreciation for Supervising Investigator Phillipps. This is not recommended because this is an opportunity to recognize Supervising Investigator Phillipps for his dedication and service to Solano County.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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

Agenda Submittal

Agenda #:	21	Status:	Consent Calendar
Type:	Contract	Department:	Health and Social Services
File #:	19-207	Contact:	Gerald Huber, 784-8400
Agenda date:	03/26/2019	Final Action:	
Title:	Approve a first contract amendment with Dr. John Jow, DDS for \$16,339, for a total contract amount of \$91,200, to provide dental services in the County clinics for the current period through June 30, 2019; and Authorize the County Administrator to execute the amendment and any subsequent amendments that remain within budgeted appropriations		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Amendment, B - Link to Original Contract		

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

Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

The Department of Health & Social Services (H&SS) recommends that the Board approve a first contract amendment with Dr. John Jow, DDS for \$16,339, for a total contract amount of \$91,200, to provide dental services in the County clinics for the current period through June 30, 2019 and authorize the County Administrator to execute the amendment and any subsequent amendments that remain within budgeted appropriations.

SUMMARY:

In July 2018, a contract was established with Dr. John Jow, DDS for \$74,861 to provide dental services in the County clinics for eligible clients to include emergency dental care, restorative treatment, and prosthetic services. The proposed amendment of \$16,339, for a total contract amount of \$91,200, will provide additional hours of dental services for the remaining contract period.

FINANCIAL IMPACT:

The costs are included in H&SS Family Health Services Division FY2018/19 Adopted Budget and funded with Federally Qualified Health Center (FQHC) revenues. There is no additional financial impact to the County General Fund. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

DISCUSSION:

On July 1, 2018, a contract was established with Dr. John Jow which provides additional capacity at County clinics for emergency dental care, restorative treatment and prosthodontic services for eligible patients. An

unanticipated staffing shortage and increased demand for prosthodontic services resulted in the need to for the requested amendment. The original contract included up to 732 hours of services and it is anticipated that those hours will be fully expended by the end of March. This amendment will provide up to an additional 228 hours of dental services for a total of 960 hours.

Dr. Jow has provided excellent dental care in the County clinics since 2011 and is appreciated by the patients he serves. Amendment of this contract will allow these services to continue uninterrupted, meeting the needs of the patient population, and improving oral health outcomes of a high-risk population.

ALTERNATIVES:

The Board may choose not to approve the contract amendment with Dr. John Jow. This is not recommended because it would prevent Solano County from meeting the needs of patients seeking dental care.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**FIRST AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO AND JOHN JOW, DDS**

This First Amendment is made on December 27, 2018, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and JOHN JOW, DDS ("Contract Employee").

1. Recitals

- A. The parties entered into a contract dated July 1, 2018 (the "Contract"), in which Contract Employee agreed to provide dental services for eligible clients in County clinics.
- B. The County now needs to extend the hours worked and increase the budget.
- C. This First Amendment represents an increase of \$16,339 of the Contract.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Amount of Contract

Section 3 is amended as follows: The maximum amount of this Contract is: \$91,200

B. Budget

Exhibit B is deleted in its entirety and replaced with the Budget attached to and incorporated by this reference as Exhibit B-1.

3. Effectiveness of Contract

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

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

JOHN JOW, DDS

By _____
Birgitta E. Corsello
County Administrator

By John Jow 
Contract Employee

APPROVED AS TO FORM

APPROVED AS TO CONTENT

By Dennis Bunting 
County Counsel

By Gerald Huber 
Gerald R. Huber, Director
Health and Social Services Department

EXHIBIT B-1
CONTRACT EMPLOYEE
BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET DETAILS

County agrees to compensate Contract Employee as follows:

1. Hourly rate

The hourly rate of \$95 for a Prosthodontist/Dentist for a total of 960 hours worked for a maximum of \$91,200. It is anticipated that the Contract Employee will typically work no more than 29 hours per week.

2. Employer-paid payroll related costs

County is responsible for all employer-paid payroll related costs (e.g. FICA, CalPERS, if applicable, etc.) as follows:

FICA costs	\$ 5,654.40
Disability	\$ 1,322.40
<u>CalPERS</u>	<u>\$ 0</u>
Subtotal	\$ 6,976.80

2. TOTAL AMOUNT OF CONTRACT

The total Contract amount is \$ 91,200

Contract Employee is not entitled to, nor will receive from the County, any additional consideration, compensation, wages, or other remuneration for services rendered under this Contract other than listed above. Upon biweekly submission of a timesheet by Contract Employee, and upon approval by County, the County will pay Contract Employee through the County biweekly payroll system in accordance with this Exhibit B-1 for fees and expenses incurred in the prior two weeks.

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

[J.Jow Original Contract](#)



Solano County

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

Agenda Submittal

Agenda #:	22	Status:	Consent Calendar
Type:	Grant Application	Department:	Probation
File #:	19-224	Contact:	Christopher Hansen, 784-4803
Agenda date:	03/26/2019	Final Action:	
Title:	Approve the submission of an application for the Youth Reinvestment Grant Program (YRG) through the Board of State and Community Corrections (BSCC) in the amount of \$100,000; and Designate the Solano County Probation Department as the Lead Public Agency to serve as the coordinator for local grant activities		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Link to YRG Grant Request for Proposal		

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

Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

The Probation Department recommends that the Board of Supervisors:

1. Approve the submission of an application for the Youth Reinvestment Grant Program (YRG) in the amount of \$100,000;
2. Designate the Probation Department as the Lead Public Agency to serve as the coordinator for the local grant activities.

SUMMARY/DISCUSSION:

Representatives from Solano County Law and Justice Agencies, the Solano County Office of Education, and community-based organizations have partnered with the W. Haywood Burns Institute (BI) to identify whether, and to what extent, racial and ethnic disparities exist in Solano County's juvenile justice system. The Solano County Racial and Ethnic Disparities (R.E.D.) Steering Committee, which includes members such as the Solano Superior Court, the Superintendent of the Solano County Office of Education, the Chief of Probation, and the District Attorney, formed with the goal of utilizing a data-driven process to identify disparities, analyze and strategize, and pilot or adopt policy change that reduces disparate entry and deeper advancement of youth of color in the juvenile justice system. The initial focus of the R.E.D. Steering Committee has been on the analysis of existing youth diversion programs, and identifying what, if any, policies or practices can be changed or implemented to reduce the disparities.

Toward this end, the R.E.D. Steering Committee recommends that the Board approve submission of an application for the BSCC's Youth Reinvestment Grant (YRG) program. The YRG program was established in the 2018 Budget Act (Senate Bill 840, Chapter 29, Statutes of 2018), and is aimed at diverting low-level

offenders from initial contact with the juvenile justice system, using approaches that are evidence-based, culturally relevant, trauma-informed, and developmentally appropriate. Grant awards are a minimum of \$50,000 and a maximum of \$1,000,000 for a 44-month period, and will be awarded for use in targeting underserved communities with high rates of juvenile arrests and high rates of racial/ethnic disproportionality within those juvenile arrests. Ninety (90) percent of the awarded funds will be passed through to community-based organizations that must deliver services in underserved communities with high rates of juvenile arrests. Ten (10) percent of the total award will be retained by the Lead Public Agency to coordinate with local law enforcement agencies, social services agencies, and non-governmental organizations to ensure successful implementation of the grant program. The funding period for the YRG Program will be July 1, 2019 through February 8, 2023. The funds would be used by CBO's to create new diversion programs or expand the capacity of existing diversion programs. The services provided by the CBO's through diversion programs will include educational services (both academic and vocational), mentoring services, behavioral health and mental health services.

Acting as the Lead Public Agency for the YRG Program is in alignment with the vision and mission of the Probation Department. Probation consistently works to identify youth who can be diverted away from formal entry into the juvenile justice system. Receipt of funds through the YRG Program will increase the capacity of communities to deal with delinquency of youth at the lowest level possible thereby preventing youth from making formal entry into the juvenile justice system.

FINANCIAL IMPACT:

There is minimal General Fund cost related to the submission of the application for the Youth Reinvestment Grant Program and can be absorbed by the Department's budget. If awarded, grant funds would be used to increase capacity for dealing with youth delinquency in the community through evidence-based and culturally-relevant diversion programs. There is twenty-five percent (\$25,000) match requirement, which would be met in-kind through salaries of staff assigned to the YRG Program, including the Probation Project Manager.

ALTERNATIVES:

The Board of Supervisors could choose not to approve the submission of an application for the YRG Program or designate the Probation Department Probation Department as the Lead Public Agency; however, this alternative is not recommended as not applying for the grant funds would hinder the expansion of services in communities with the highest need.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

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

1. [A. Request for Proposal](#)



Solano County

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Fairfield, California 94533
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Agenda Submittal

Agenda #:	23	Status:	Consent Calendar
Type:	Appointment	Department:	Board of Supervisors
File #:	19-210	Contact:	John M. Vasquez, 784-6129
Agenda date:	03/26/2019	Final Action:	
Title:	Approve the appointment of Gabrielle Anderson to the Solano Partnership Against Violence (SPAV), representing District 4, for a term to expire December 31, 2021		
Governing body:	Board of Supervisors		
District:	District 4		
Attachments:			

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

DEPARTMENTAL RECOMMENDATION:

Supervisor Vasquez requests the Board to approve the appointment of Gabrielle Anderson to the Solano Partnership Against Violence (SPAV), representing District 4, for a term to expire December 31, 2021.

SUMMARY:

Solano Partnership Against Violence Board provides a forum for interagency cooperation and coordination in the prevention, detection, treatment, and legal processing of family violence cases; promote public awareness of family violence and the resources available for intervention and treatment; encourage and facilitate training of professionals in the detection, treatment, and prevention of family violence; recommend improvements in services to families and children; encourage and facilitate community support for family violence prevention programs. SPAV works to provide advice and recommendations to the Board of Supervisors regarding the adoption and implementation of policies and actions that may be necessary to accomplish the Partnership's purposes and to facilitate better integration of family violence prevention services within Solano County.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the District 4 FY2018/19 Adopted Budget.

ALTERNATIVES:

The Board could choose not to approve the appointment of Gabrielle Anderson to represent District 4 on the SPAV board but that is not recommended at this time because Supervisor Vasquez wishes to have this individual represent him on this committee.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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Agenda Submittal

Agenda #: 24
Type: Appointment
File #: 19-226
Agenda date: 03/26/2019
Status: Consent Calendar
Department: Board of Supervisors
Contact: John M. Vasquez, 784-6129
Final Action:
Title: Approve the reappointment of Dr. Ronald B. Rushford, MD, to the Vacaville-Elmira Cemetery District Board of Trustees, representing District 4, for a term to expire on January 2, 2023
Governing body: Board of Supervisors
District: District 4
Attachments:

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

DEPARTMENTAL RECOMMENDATION:

Supervisor Vasquez requests that the Board approve the reappointment of Dr. Ronald B. Rushford, MD, to the Vacaville-Elmira Cemetery District Board of Trustees, representing District 4, for a term to expire on January 2, 2023.

SUMMARY/ DISCUSSION:

Dr. Ronald B. Rushford, MD, was first appointed by Supervisor Vasquez to the Vacaville-Elmira Cemetery District Board of Trustees April 24, 2012 and continues to serve in that capacity as a trustee.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the District 4 FY2018/19 Adopted Budget.

ALTERNATIVES:

The Board could choose not to approve this reappointment, however, that is not recommended as Dr. Rushford wishes to continue his service to the Vacaville-Elmira Cemetery District Board of Trustees.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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Fairfield, California 94533
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Agenda Submittal

Agenda #:	25	Status:	Consent Calendar
Type:	Appointment	Department:	District Attorney
File #:	19-223	Contact:	Krishna Abrams, 784-6836
Agenda date:	03/26/2019	Final Action:	
Title:	Approve the appointment of Nicole Howell as a member-at-large to the Solano Partnership Against Violence (SPAV) Advisory Board for a 3-year term to expire on March 26, 2022; and Approve the appointment of Heather Sanderson as a member-at-large to the SPAV Advisory Board for a 2-year term to expire on March 26, 2021		
Governing body:	Board of Supervisors		
District:	All		
Attachments:			

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

DEPARTMENTAL RECOMMENDATION:

The District Attorney/Office of Family Violence Prevention (OFVP) and the Executive Committee of the Solano Partnership Against Violence request that the Board of Supervisors approve the reappointments to the Solano Partnership Against Violence (SPAV) Advisory Board as follows:

- Appointment of Nicole Howell, Executive Director of Ombudsman Services of Contra Costa and Solano County, as a member-at-large (non-professional affiliation) for a 3-year term through March 26, 2022;
- Appointment of Heather Sanderson, Coordinator of Fairfield Police Activities League (PAL), as a member-at-large (professional affiliation) for a 2-year term through March 26, 2021;

SUMMARY:

The Solano Partnership Against Violence (SPAV) is an advisory board to the Board of Supervisors and as such, its members are appointed by the Board. The requested appointments are consistent with the SPAV by-laws which were approved by the Board on November 6, 2007.

SPAV became an advisory board of the Board of Supervisors in 1999. The Partnership is tasked with promoting awareness of family violence issues and with helping to develop a comprehensive, systematic approach to ending family violence in Solano County. Membership consists of 15 voting members from professional and non-professional categories that may include medical, faith-based, and social service agency representatives, as well as appointees designated by individual Supervisors to represent their respective Districts.

The OFVP continues to work with SPAV to fill vacancies by contacting local agency representatives, providing

networking opportunities at SPAV meetings, reviewing letters of request for appointment, and including member recruitment information on the OFVP web page. The membership of SPAV is continuously recruiting to fill vacancies and appreciates the Board of Supervisors' efforts in assisting to fill vacancies.

FINANCIAL IMPACT:

There is no financial impact associated with the new appointments of SPAV members. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

ALTERNATIVES:

The Board of Supervisors could choose not to appoint these potential members; however, this is not recommended as these recruitments represented above have shown a desire to help reduce family violence in Solano County and are willing to be active participants on the advisory board.

OTHER AGENCY INVOLVEMENT:

None

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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Agenda Submittal

Agenda #:	26	Status:	Regular Calendar
Type:	Legislation	Department:	County Administrator
File #:	19-237	Contact:	Michelle Heppner, 784-3002
Agenda date:	03/26/2019	Final Action:	
Title:	Receive an update from staff and the County's State Legislative Advocate on the status of legislation that is of interest to the County; and Consider Support positions on ACA 1 and AB 539 that were discussed at the March 11, 2019 Legislative Committee and referred to the full Board for consideration		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Federal Legislative Update Report, B - ACA 1 Bill Language - Amended March 18, 2019		

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

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board receive an update from staff and the County's State Legislative Advocate on the status of legislation that is of interest to the County; and Consider Support positions on ACA 1 and AB 539 that were discussed at the March 11, 2019 Legislative Committee and referred to the full Board for consideration.

SUMMARY:

Staff will provide an overview of legislation considered by the Board's Legislative Committee on March 11, 2019. The County's Legislative Advocate, Karen Lange of Shaw/Yoder/Antwih, Inc., will provide a verbal update on developments at the Capitol and key legislation of interest to the County. The items before the Board were reviewed by the County's Legislative Committee and are discussed individually in the discussion section below.

FINANCIAL IMPACT:

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

DISCUSSION:

The County's Legislative Committee Members, Supervisor Erin Hannigan and Supervisor John Vasquez met on March 11, 2019 to discuss both Federal and State issues. Karen Lange of Shaw/Yoder/Antwih Inc., the County's state legislative advocate and Joe Krahn, Hasan Sarsour, and Tom Joseph of Paragon Government

Relations, the County's federal legislative advocacy team, participated in the meeting as well.

The County's March 11, 2019 Legislative Committee agenda packet can be accessed at the following link:

<http://www.solanocounty.com/civicax/filebank/blobdload.aspx?BlobID=30112>

Included in the agenda is a federal legislative update from Paragon Government Relations and is incorporated in this report as Attachment A and an update on H.R. 8 authored by Solano's representative, Congressman Mike Thompson relating to bipartisan background checks. While this item was listed as an action item, no action was required by the Legislative Committee as it was approved by the U.S. House of Representatives on February 27, 2019 on a 240 - 190 vote. Key provisions:

- HR 8 mandates background checks be performed on nearly all gun sales and transfers, including firearm purchases made privately, online, or at gun shows. Under current law, only licensed gun dealers are required to conduct a background check for someone seeking to obtain a gun.
- The background check mandate would not apply to certain firearm transfers, such as a gift between spouses in good faith.
- The bill also would require federal immigration officials to be contacted in the event someone in the U.S. illegally tries to buy a gun.

There were also two state bills included on the March 11, 2019 Legislative Committee agenda and are discussed separately below.

ACA 1 (Aguiar-Curry D) Local government financing: affordable housing and public infrastructure: voter approval.

The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, or city and county to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure or affordable housing, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.

Action - Following a short presentation of the bill by Assemblymember Cecilia Aguiar-Curry's staff, Laura Beltran, the Legislative Committee reviewed the bill and recommended a Support position and referred it to the full Board for consideration.

An amended version of the bill is provided at Attachment B to this report. Specific changes to the bill include:

- **Several co-authors were added to the bill.**
- **Public safety facilities and library facilities were added to the list of what can be included in "public infrastructure" definition.**
- **A county's specific request was added regarding homelessness.**
- **Clarifies that special districts are included in bonded indebtedness section.**
- **Other minor technical changes were made.**

AB 539 (Limón D) California Financing Law: consumer loans: charges.

Under the California Financing Law, a licensee who lends any sum of money is authorized to contract for and

receive charges at a maximum rate that does not exceed specified sums on the unpaid principal balance per month, ranging from 2 1/2 % to 1%, based on the consumer loan amount, as specified. This provision, however, does not apply to any loan of a bona fide principal amount of \$2,500 or more, as determined in accordance with a provision governing regulatory ceilings and evasion of the CFL. This bill would authorize a licensee, with respect to a loan of a bona fide principal amount of \$2,500 or more but less than \$10,000, to contract for or receive charges at a rate not exceeding an annual simple interest rate of 36% plus the Federal Funds Rate.

Action - Following a short presentation of the bill by Assemblymember Tim Grayson's staff, Matthew Powers, the Legislative Committee reviewed the bill and recommended a Support position and referred it to the full Board for consideration.

Summary of Federal Legislative Report – March 11

NACo Legislative Conference – Trip Recap

Solano County officials were in Washington, D.C. the week of March 4th for the National Association of Counties' (NACo) Legislative Conference. The event is held on an annual basis and brings together over 2,000 elected and appointed officials from across the country to focus on key federal policy issues facing county government.

Led by Supervisor Erin Hannigan, the Solano County contingent participated in a number of committee meetings and conference workshops and also met with several congressional offices. Supervisor Hannigan was joined in Washington, D.C. by Birgitta Corsello, County Administrator, Michelle Heppner, Legislative, Intergovernmental and Public Affairs Officer, Jerry Huber, the Director of Health and Social Services, and Paragon Government Relations, Solano County's federal advocate.

In addition to meetings on both the House and Senate side of Capitol Hill, Solano County met with Lynn Johnson, the Assistant Secretary for Children and Families at the U.S. Department of Health and Human Services. The group discussed reorganizing service delivery systems to better serve clients. Prior to her current position, Assistant Secretary Johnson directed the Jefferson County (CO) Department of Human Services and initiated a number of reforms Solano County is contemplating. Solano County officials will be contacting Jefferson County to explore the possibility of a site visit to exchange best practices.

Trump Administration Releases Fiscal Year 2020 Budget

On March 11th, the Trump administration released an outline of its fiscal year 2020 budget proposal. As expected, Democratic leaders in both the House and Senate have declared the budget plan "dead on arrival." Given the divided Congress and the political climate ahead of next year's presidential election, the document will serve as more of a symbolic representation of the president's policy priorities than the actual starting place for spending decisions within the context of the FY 2020 appropriations process.

It should be noted that the budget outline lacks specific details on most individual spending programs, though it does specify certain programmatic areas that the administration would like to see increased, or, in some cases, completely eliminated. Line-by-line program numbers are expected to be released by the White House on March 18th.

To follow are several key aspects of the administration's budget outline.

- While defense spending would increase by roughly four percent, the proposal calls for reducing non-defense discretionary spending from \$597 billion in the current fiscal year to \$543 billion – a nine percent cut. Note: when disaster-relief funding

is factored in, the total domestic spending reduction would amount to a roughly five percent decrease.

- The Environmental Protection Agency – along with the Departments of Transportation, HUD, and HHS, among others – would see double-digit percentage cuts (EPA – 30%; DOT – 21%; HUD – 16%; HHS – 12%).
- Along with Defense, the Department of Homeland Security (DHS), as well as the Department of Veterans Affairs, would receive increases in FY 2020. As part of the DHS budget, the president is requesting \$8.6 billion for southwest border wall construction activities, setting up another likely showdown with Congress over this particular issue.
- The budget proposes a total of \$2.1 trillion in long-term cuts to mandatory safety net programs, including cuts to Medicaid (via the creation of a Medicaid block grant), as well as proposed cuts to SNAP and other entitlements.

Infrastructure

A number of congressional committees in both the House and Senate have held hearings in recent weeks to examine the state of the nation's infrastructure. The purpose of the hearings is to set the stage for the development of a potential wide-ranging public works package.

For one, the House Ways and Means Committee held a hearing entitled *Our Nation's Crumbling Infrastructure and the Need for Immediate Action*. Among others, the committee heard testimony from Transportation & Infrastructure (T&I) Committee Chairman Peter DeFazio (D-OR) and Ranking Member Sam Graves (R-MO). It should be noted that the T&I Committee has jurisdiction over many of the programmatic aspects of any would-be infrastructure legislation, while the Ways and Means Committee would be charged with writing the revenue raising portion of the bill.

In terms of how to pay for an infrastructure proposal, Congressman DeFazio has endorsed a fuel tax increase as the most efficient way to put the Highway Trust Fund on a long-term path to solvency. He also announced his intentions to reintroduce legislation that would invest in the nation's infrastructure, including his *A Penny for Progress* bill that would index the gas and diesel tax, with increases capped at 1.5 cents per year. For his part, Congressman Sam Graves (R-MO) advocated for a Vehicle Miles Traveled (VMT) user fee as the most promising long-term funding solution, though he indicated that all financing options are currently on the table.

On a related matter, the Senate Environment & Public Works (EPW) Committee is soliciting legislative proposals for its forthcoming "FY 2020 Surface Transportation Reauthorization" bill. For her part, Senator Feinstein is asking stakeholders to provide her office with their requests no later than Monday, March 25th.

Gun Background Check Legislation

Last month, the House of Representatives passed two separate pieces of legislation designed to expand background checks for firearm purchases. The first bill, sponsored by Representative Mike Thompson (D-CA) and entitled the *Bipartisan Background Checks Act of 2019* (HR 8), was approved on a 240 to 190 vote.

Among other things, HR 8 mandates background checks be performed on nearly all gun sales and transfers, including firearm purchases made privately, online, or at gun shows. Under current law, only licensed gun dealers are required to conduct a background check for someone seeking to obtain a gun. The background check mandate would not apply to certain firearm transfers, such as a gift between spouses in good faith. The bill also would require federal immigration officials to be contacted in the event someone in the U.S. illegally tries to buy a gun.

The second piece of legislation, sponsored by House Majority Whip James Clyburn (D-SC) and entitled the *Enhanced Background Checks Act of 2019* (HR 1112), was approved by the House on a 228 to 198 vote. The bill would extend the period federal authorities have to complete a background check before a gun sale can go through. Under current law, if a check isn't finalized in three business days, the transaction can automatically proceed.

Looking ahead, neither HR 8 nor HR 1112 is expected to be considered in the Senate. According to an official Statement of Administration Policy, President Trump's advisors would recommend that he veto both bills if they were presented to him.


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ACA-1 Local government financing: affordable housing and public infrastructure: voter approval. (2019-2020)

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AMENDED IN ASSEMBLY MARCH 18, 2019

CALIFORNIA LEGISLATURE— 2019–2020 REGULAR SESSION

ASSEMBLY CONSTITUTIONAL AMENDMENT

No. 1

Introduced by Assembly Member Aguiar-Curry

(Principal coauthor: Assembly Member Chiu)

(Principal coauthor: Senator Wiener)

(Coauthors: Assembly Members ~~Chiu~~, Berman, Bloom, Boerner Horvath, Bonta, Burke, Cooper, Daly, Eggman, Frazier, Eduardo Garcia, Gipson, Gloria, Gonzalez, Grayson, Holden, Jones-Sawyer, Kalra, Levine, Low, McCarty, Mullin, Nazarian, Quirk, Luz Rivas, Robert Rivas, Blanca Rubio, Santiago, ~~and Ting~~ Mark Stone, Ting, Weber, Wicks, and Wood)

(Coauthors: Senators Beall, Hill, and Skinner)

December 03, 2018

A resolution to propose to the people of the State of California an amendment to the Constitution of the State, by amending Sections 1 and 4 of Article XIII A thereof, by amending Section 2 of, and by adding Section 2.5 to, Article XIII C thereof, by amending Section 3 of Article XIII D thereof, and by amending Section 18 of Article XVI thereof, relating to local finance.

LEGISLATIVE COUNSEL'S DIGEST

ACA 1, as amended, Aguiar-Curry. Local government financing: affordable housing and public infrastructure: voter approval.

(1) The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions.

This measure would create an additional exception to the 1% limit that would authorize a city, county, ~~or city and county~~ city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public ~~infrastructure or infrastructure~~, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements. *The measure would*

specify that these provisions apply to any city, county, city and county, or special district measure imposing an ad valorem tax to pay the interest and redemption charges on bonded indebtedness for these purposes that is submitted at the same election as this measure.

(2) The California Constitution conditions the imposition of a special tax by a local government upon the approval of 2/3 of the voters of the local government voting on that tax, and prohibits these entities from imposing an ad valorem tax on real property or a transactions or sales tax on the sale of real property.

This measure would authorize a local government to impose, extend, or increase a sales and use tax or transactions and use tax imposed in accordance with specified law or a parcel tax, as defined, for the purposes of funding the construction, rehabilitation, or replacement of public ~~infrastructure or infrastructure~~, affordable housing, *or permanent supportive housing* if the proposition proposing that tax is approved by 55% of its voters voting on the proposition and the proposition includes specified accountability requirements. This measure would also make conforming changes to related provisions. *The measure would specify that these provisions apply to any local measure imposing, extending, or increasing a sales and use tax, transactions and use tax, or parcel tax for these purposes that is submitted at the same election as this measure.*

(3) The California Constitution prohibits specified local government agencies from incurring any indebtedness exceeding in any year the income and revenue provided in that year, without the assent of 2/3 of the voters and subject to other conditions. In the case of a school district, community college district, or county office of education, the California Constitution permits a proposition for the incurrence of indebtedness in the form of general obligation bonds for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities, to be adopted upon the approval of 55% of the voters of the district or county, as appropriate, voting on the proposition at an election.

This measure would *expressly prohibit a special district, other than a board of education or school district, from incurring any indebtedness or liability exceeding any applicable statutory limit, as prescribed by the statutes governing the special district. The measure would also* similarly ~~lower to 55% the voter approval threshold for a require the approval of 55% of the voters of the~~ city, county, ~~or city and county~~ city and county, or special district, *as applicable*, to incur bonded indebtedness, exceeding in any year the income and revenue provided in that year, that is in the form of general obligation bonds issued to fund the construction, reconstruction, rehabilitation, or replacement of public ~~infrastructure or infrastructure~~, affordable ~~housing~~ *housing, or permanent supportive housing* projects, if the proposition proposing that bond includes specified accountability requirements. *The measure would specify that this 55% threshold applies to any proposition for the incurrence of indebtedness by a city, county, city and county, or special district for these purposes that is submitted at the same election as this measure.*

Vote: 2/3 Appropriation: no Fiscal Committee: no Local Program: no

Resolved by the Assembly, the Senate concurring, That the Legislature of the State of California at its ~~2017-18~~ *2019-20* Regular Session commencing on the ~~fifth~~ *third* day of December ~~2016, 2018~~, two-thirds of the membership of each house concurring, hereby proposes to the people of the State of California, that the Constitution of the State be amended as follows:

First— That Section 1 of Article XIII A thereof is amended to read:

SECTION 1. (a) The maximum amount of any ad valorem tax on real property shall not exceed 1 percent of the full cash value of that property. The 1 percent tax shall be collected by the counties and apportioned according to law to the districts within the counties.

(b) The limitation provided for in subdivision (a) shall not apply to ad valorem taxes or special assessments to pay the interest and redemption charges on any of the following:

(1) Indebtedness approved by the voters before July 1, 1978.

(2) Bonded indebtedness to fund the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by the voters voting on the proposition.

(3) Bonded indebtedness incurred by a school district, community college district, or county office of education for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities, approved by 55 percent of the voters of the district or county, as appropriate, voting on the proposition on or after November 8,

2000. This paragraph shall apply only if the proposition approved by the voters and resulting in the bonded indebtedness includes all of the following accountability requirements:

(A) A requirement that the proceeds from the sale of the bonds be used only for the purposes specified in this paragraph, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

(B) A list of the specific school facilities projects to be funded and certification that the school district board, community college board, or county office of education has evaluated safety, class size reduction, and information technology needs in developing that list.

(C) A requirement that the school district board, community college board, or county office of education conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed.

(D) A requirement that the school district board, community college board, or county office of education conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities projects.

(4) (A) Bonded indebtedness incurred by a city, county, ~~or city and county~~ *city and county, or special district* for the construction, reconstruction, rehabilitation, or replacement of public ~~infrastructure or~~ *infrastructure, affordable housing, or permanent supportive housing for persons at risk of chronic homelessness, including persons with mental illness*, or the acquisition or lease of real property for public ~~infrastructure or~~ *infrastructure, affordable housing, or permanent supportive housing for persons at risk of chronic homelessness, including persons with mental illness*, approved by 55 percent of the voters of the city, county, ~~or city and county~~ *city and county, or special district*, as appropriate, voting on the proposition on or after the effective date of the measure adding this paragraph. This paragraph shall apply only if the proposition approved by the voters and resulting in the bonded indebtedness includes all of the following accountability requirements:

(i) A requirement that the proceeds from the sale of the bonds be used only for the purposes specified in this paragraph, and not for any other purpose, including city, county, ~~or city and county~~ *city and county, or special district* employee salaries and other operating expenses.

(ii) A list of the specific projects to be funded, and a certification that the city, county, ~~or city and county~~ *city and county, or special district* has evaluated alternative funding sources.

(iii) A requirement that the city, county, ~~or city and county~~ *city and county, or special district* conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed.

(iv) A requirement that the city, county, ~~or city and county~~ *city and county, or special district* conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the public infrastructure or affordable housing projects, as applicable.

(v) A requirement that the city, county, ~~or city and county~~ *city and county, or special district* post the audits required by clauses (iii) and (iv) in a manner that is easily accessible to the public.

(vi) A requirement that the city, county, ~~or city and county~~ *city and county, or special district* appoint a citizens' oversight committee to ensure that bond proceeds are expended only for the purposes described in the measure approved by the voters.

(B) For purposes of this ~~paragraph, "affordable~~ *paragraph:*

(i) *"Affordable housing"* shall include housing developments, or portions of housing developments, that provide workforce housing affordable to households earning up to 150 percent of countywide median income, and housing developments, or portions of housing developments, that provide housing affordable to lower-, low-, or very low income households, as those terms are defined in state law.

(ii) *"At risk of chronic homelessness" includes, but is not limited to, persons who are at high risk of long-term or intermittent homelessness, including persons with mental illness exiting institutionalized settings, including, but not limited to, jail and mental health facilities, who were homeless prior to admission, transition age youth experiencing homelessness or with significant barriers to housing stability, and others, as defined in program guidelines.*

(iii) *"Permanent supportive housing" means housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist residents in retaining the housing, improving their health status, and maximizing their ability to live and, when possible, work in the community. "Permanent supportive housing" includes associated facilities, if those facilities are used to provide services to housing residents.*

~~(C) For purposes of this paragraph, "public~~

(iv) *"Public infrastructure" shall include, but is not limited to, projects that provide any of the following:*

~~(i)~~

(I) Water or protect water quality.

~~(ii)~~

(II) Sanitary sewer.

~~(iii)~~

(III) Treatment of wastewater or reduction of pollution from stormwater runoff.

~~(iv)~~

(IV) Protection of property from impacts of sea level rise.

~~(v) Parks.~~

(V) *Parks and recreation facilities.*

~~(vi)~~

(VI) Open ~~space and recreation facilities.~~ *space.*

~~(vii)~~

(VII) Improvements to transit and streets and highways.

~~(viii)~~

(VIII) Flood control.

~~(ix)~~

(IX) Broadband ~~Internet~~ *internet* access service expansion in underserved areas.

~~(x)~~

(X) Local hospital construction.

(XI) *Public safety buildings or facilities, equipment related to fire suppression, emergency response equipment, or interoperable communications equipment for direct and exclusive use by fire, emergency response, policy or sheriff personnel.*

(XII) *Public library facilities.*

(v) *"Special district" has the same meaning as provided in subdivision (c) of Section 1 of Article XIII C and specifically includes a transit district, except that "special district" does not include a school district, redevelopment agency, or successor agency to a dissolved redevelopment agency.*

(C) *This paragraph shall apply to any city, county, city and county, or special district measure imposing an ad valorem tax to pay the interest and redemption charges on bonded indebtedness for those purposes described in this paragraph that is submitted at the same election as the measure adding this paragraph.*

(c) (1) Notwithstanding any other provisions of law or of this Constitution, a school district, community college district, or county office of education may levy a ~~55-percent~~ *55-percent* vote ad valorem tax pursuant to paragraph (3) of subdivision (b).

(2) Notwithstanding any other provisions of law or this Constitution, a city, county, ~~or city and county~~ *city and county, or special district* may levy a ~~55-percent~~ *55-percent vote* ad valorem tax pursuant to paragraph (4) of subdivision (b).

~~Second— That Section 4 of Article XIII A thereof is amended to read:~~

~~SEC. 4. Except as provided by Section 2.5 of Article XIII C, a city, county, or special district, by a two-thirds vote of its voters voting on the proposition, may impose a special tax within that city, county, or special district, except an ad valorem tax on real property or a transactions tax or sales tax on the sale of real property within that city, county, or special district.~~

Second— That Section 4 of Article XIII A thereof is amended to read:

~~Section 4.~~ **SEC. 4.** ~~Cities, Counties and special districts, Except as provided by Section 2.5 of Article XIII C, a city, county, or special district, by a two-thirds vote of the qualified electors of such district, its voters voting on the proposition, may impose special taxes on such district, a special tax within that city, county, or special district, except an ad valorem taxes tax on real property or a transaction transactions tax or sales tax on the sale of real property within such City, County that city, county, or special district.~~

Third— That Section 2 of Article XIII C thereof is amended to read:

SEC. 2. Notwithstanding any other provision of this Constitution:

(a) Any tax imposed by a local government is either a general tax or a special tax. A special district or agency, including a school district, has no authority to levy a general tax.

(b) A local government may not impose, extend, or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote. A general tax is not deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved. The election required by this subdivision shall be consolidated with a regularly scheduled general election for members of the governing body of the local government, except in cases of emergency declared by a unanimous vote of the governing body.

(c) Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and before the effective date of this article, may continue to be imposed only if that general tax is approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held no later than November 6, 1996, and in compliance with subdivision (b).

(d) Except as provided by Section 2.5, a local government may not impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote. A special tax is not deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved.

Fourth— That Section 2.5 is added to Article XIII C thereof, to read:

SEC. 2.5. (a) The imposition, extension, or increase of a sales and use tax imposed in accordance with the Bradley-Burns Uniform Local Sales and Use Tax Law (Part 1.5 (commencing with Section 7200) of Division 2 of the Revenue and Taxation Code) or a successor law, a transactions and use tax imposed in accordance with the Transactions and Use Tax Law (Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code) or a successor law, or a parcel tax imposed by a local government for the purpose of funding the construction, reconstruction, rehabilitation, or replacement of public ~~infrastructure or~~ *infrastructure*, affordable housing, *or permanent supportive housing for persons at risk of chronic homelessness, including persons with mental illness*, or the acquisition or lease of real property for public ~~infrastructure or~~ *infrastructure*, affordable housing, *or permanent supportive housing for persons at risk of chronic homelessness, including persons with mental illness*, is subject to approval by 55 percent of the voters in the local government voting on the proposition, if both of the following conditions are met:

(1) The proposition is approved by a majority vote of the membership of the governing board of the local government.

(2) The proposition contains all of the following accountability requirements:

(A) A requirement that the proceeds of the tax only be used for the purposes specified in the proposition, and not for any other purpose, including general employee salaries and other operating expenses of the local government.

(B) A list of the specific projects that are to be funded by the tax, and a certification that the local government has evaluated alternative funding sources.

(C) A requirement that the local government conduct an annual, independent performance audit to ensure that the proceeds of the special tax have been expended only on the specific projects listed in the proposition.

(D) A requirement that the local government conduct an annual, independent financial audit of the proceeds from the tax during the lifetime of that tax.

(E) A requirement that the local government post the audits required by subparagraphs (C) and (D) in a manner that is easily accessible to the public.

(F) A requirement that the local government appoint a citizens' oversight committee to ensure the proceeds of the special tax are expended only for the purposes described in the measure approved by the voters.

(b) For purposes of this section, the following terms have the following meanings:

(1) "Affordable housing" shall include housing developments, or portions of housing developments, that provide workforce housing affordable to households earning up to 150 percent of countywide median income, and housing developments, or portions of housing developments, that provide housing affordable to lower, low-, or very low income households, as those terms are defined in state law.

(2) "At risk of chronic homelessness" includes, but is not limited to, persons who are at high risk of long-term or intermittent homelessness, including persons with mental illness exiting institutionalized settings, including, but not limited to, jail and mental health facilities, who were homeless prior to admission, transition age youth experiencing homelessness or with significant barriers to housing stability, and others, as defined in program guidelines.

~~(2)~~

(3) "Parcel tax" means a special tax imposed upon a parcel of real property at a rate that is determined without regard to that property's value and that applies uniformly to all taxpayers or all real property within the jurisdiction of the local government. "Parcel tax" does not include a tax imposed on a particular class of property or taxpayers.

(4) "Permanent supportive housing" means housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist residents in retaining the housing, improving their health status, and maximizing their ability to live and, when possible, work in the community. "Permanent supportive housing" includes associated facilities, if those facilities are used to provide services to housing residents.

~~(3)~~

(5) "Public infrastructure" shall include, but is not limited to, the projects that provide any of the following:

(A) Water or protect water quality.

(B) Sanitary sewer.

(C) Treatment of wastewater or reduction of pollution from stormwater runoff.

(D) Protection of property from impacts of sea level rise.

~~(E) Parks-~~

(E) Parks and recreation facilities.

(F) Open ~~space and recreation facilities-~~ *space.*

(G) Improvements to transit and streets and highways.

(H) Flood control.

(I) Broadband ~~Internet~~ *internet* access service expansion in underserved areas.

(J) Local hospital construction.

(K) Public safety buildings or facilities, equipment related to fire suppression, emergency response equipment, or interoperable communications equipment for direct and exclusive use by fire, emergency response, policy or sheriff personnel.

(L) Public library facilities.

(c) This section shall apply to any local measure imposing, extending, or increasing a sales and use tax imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law, a transactions and use tax imposed in accordance with the Transactions and Use Tax Law, or a parcel tax imposed by a local government for those purposes described in subdivision (a) that is submitted at the same election as the measure adding this section.

Fifth— That Section 3 of Article XIII D thereof is amended to read:

SEC. 3. (a) An agency shall not assess a tax, assessment, fee, or charge upon any parcel of property or upon any person as an incident of property ownership except:

(1) The ad valorem property tax imposed pursuant to Article XIII and Article XIII A.

(2) Any special tax receiving a two-thirds vote pursuant to Section 4 of Article XIII A or *receiving a 55-percent approval pursuant to* Section 2.5 of Article XIII C.

(3) Assessments as provided by this article.

(4) Fees or charges for property-related services as provided by this article.

(b) For purposes of this article, fees for the provision of electrical or gas service are not deemed charges or fees imposed as an incident of property ownership.

Sixth— That Section 18 of Article XVI thereof is amended to read:

SEC. 18. (a) A county, city, town, township, board of education, or school district, shall not incur any indebtedness or liability in any manner or for any purpose exceeding in any year the income and revenue provided for that year, without the assent of two-thirds of the voters of the public entity voting at an election to be held for that purpose, except that with respect to any such public entity ~~which~~ *that* is authorized to incur indebtedness for public school purposes, any proposition for the incurrence of indebtedness in the form of general obligation bonds for the purpose of repairing, ~~reconstructing~~ *reconstructing*, or replacing public school buildings determined, in the manner prescribed by law, to be structurally unsafe for school use, shall be adopted upon the approval of a majority of the voters of the public entity voting on the proposition at ~~such~~ *the* election; nor unless before or at the time of incurring such indebtedness provision shall be made for the collection of an annual tax sufficient to pay the interest on such indebtedness as it falls due, and to provide for a sinking fund for the payment of the principal thereof, on or before maturity, which shall not exceed forty years from the time of contracting the indebtedness. *A special district, other than a board of education or school district, shall not incur any indebtedness or liability exceeding any applicable statutory limit, as prescribed by the statutes governing the special district as they currently read or may thereafter be amended by the Legislature.*

(b) *(1)* Notwithstanding subdivision (a), any proposition for the incurrence of indebtedness in the form of general obligation bonds for the purposes described in paragraph (3) or (4) of subdivision (b) of Section 1 of Article XIII A shall be adopted upon the approval of 55 percent of the voters of the school district, community college district, county office of education, city, county, ~~or city and county~~, *city and county, or other special district*, as appropriate, voting on the proposition at an election. This subdivision shall apply to a proposition for the incurrence of indebtedness in the form of general obligation bonds for the purposes specified in this subdivision only if the proposition meets all of the accountability requirements of paragraph (3) or (4) of subdivision (b), as appropriate, of Section 1 of Article XIII A.

(2) The amendments made to this subdivision by the measure adding this paragraph shall apply to any proposition for the incurrence of indebtedness in the form of general obligation bonds pursuant to this subdivision for the purposes described in paragraph (4) of subdivision (b) of Section 1 of Article XIII A that is submitted at the same election as the measure adding this paragraph.

(c) When two or more propositions for incurring any indebtedness or liability are submitted at the same election, the votes cast for and against each proposition shall be counted separately, and if two-thirds or a majority or 55 percent of the voters, as the case may be, voting on any one of those propositions, vote in favor thereof, the proposition shall be deemed adopted.



Solano County

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Fairfield, California 94533
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Agenda Submittal

Agenda #:	27	Status:	Regular Calendar
Type:	Report	Department:	Special Districts
File #:	19-221	Contact:	Magen Yambao, 784-1969
Agenda date:	03/26/2019	Final Action:	
Title:	Receive a presentation from Gabriel Lanusse, General Manager of the Greater Vallejo Recreation District, on the district's FY2017/18 Annual Report		
Governing body:	Board of Supervisors		
District:	District 1 and District 2		
Attachments:	A - Presentation		

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

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors receive a presentation from Gabriel Lanusse, General Manager of the Greater Vallejo Recreation District, on the district's FY2017/18 Annual Report.

SUMMARY/DISCUSSION:

Gabriel Lanusse, General Manager of the Greater Vallejo Recreation District (GVRD), will present to the Board the GRVD FY2017/18 Annual Report.

Background

The mission of the GVRD is to build community and enhance the quality of life through people, parks, and programs. Their offices are located at 395 Amador Street in Vallejo, and they can be found on the Internet at www.gvrd.org <<http://www.gvrd.org>>.

GVRD is a special service district funded by property tax, although they also receive revenue from grants, park rentals, facility and programming fees. The District is managed by a general manager with oversight by a five member board of directors-three selected by the City of Vallejo and two from the County. They have served the residents of Vallejo since 1944 independently, but in partnership with the City of Vallejo. The GRVD currently operates 30+ parks including four special purpose parks, an Olympic-size swimming pool, and four community centers. GVRD provides a wide range of recreational programs, services, and special events. The district also manages more than 1,000 acres of public land. GVRD also collaborated with multiple government agencies, non-profits, and independent youth organizations.



G.V.R.D

Greater Vallejo Recreation District

- 2017-2018 Annual Report
- Measure K update

Presented to Solano County Board of Supervisors
on March 26, 2019





GVRD Board of Directors-5 Members

- **Two Board Members Appointed by the County**
 - Sheryl Pannell Lea. Appointed by Supervisor Hannigan. Renewed her 4 year term September 2017-2021
 - Ron C. Bowen. Appointed by Supervisor Brown. September 2015 and term ends September 2019

- **3 Board Members Appointed by the City of Vallejo**
 - Gary Salvadori. Appointed January 2016 and term ends 2019
 - Wendell Quigley. Appointed January 2016 and term ends 2019
 - Robert Briseno. Appointed January 2018 and term ends 2022





GVRD Celebrating 75 Years

- GVRD was passed by Voters in 1944, to create a special district.
- We plan to have a community block party on Saturday September 21st
- Save the date, Saturday November 2nd , 75th Anniversary Dinner at Dan Foley





Revenues and Expenses FY 2017-18

■ Revenues

- Budgeted \$ 9,208,753
- Actual \$ 9,940,206
- Change \$ 731,453

■ Expenses

- Budgeted \$ 9,208,753
- Actual \$ 8,159,219
- Change \$1,049,534

■ Net Revenues

\$1,780,987





Future Projects

- **Excess Revenues, and other sources...**
- An approximate \$6 Million dollar project to improve the Cunningham Aquatic Center. Vallejo's only public pool.
- **General Fund and Measure "K" Improvements**
- ADA upgrades for the interiors of facilities.
- Upgrade Blue Rock Springs Park with pathways, additional parking, repair buildings, add shade structures, & clean lake.
- Repair Richardson corporation yard offices and add restrooms.
- Update Heating and Air conditioning units at Vallejo Community Center and Dan Foley Community Center
- **Participatory Budgeting from the City of Vallejo**
- Funding to improve fishing dock, ballfield scoreboards, basketball courts, and ball fields.





GVRD Projects

- **ADA upgrades to main office and recreation offices.**





Sports Hall of Fame

- 16th Year of recognizing Vallejo athletes.
- Class of 2019- Natalie Coughlin, Bakari Hendrix, Jamie Maher Kessler, John Kalamaras, Pete Kalamaras, Lenci Landaker Pannell, Reggie Robinson, Bob Bohnet, Jim Stephenson
- Vallejo Junior College 1964 Baseball team
- John Baptista





Funding Sources

- **Prop. 68**
- Pursue grant funding for park improvements
- **Measure K**
- Projected to bring \$2.1 Million a year
 - Assist with keeping Parks and Facilities clean and open
 - Assist with ongoing programing for Children, Adults, and Seniors
 - Updates and repairs to aging facilities
 - Replace and Update Playgrounds





Supporting the Community

- **Continue to Build Bridges with Other Agencies**
 - City of Vallejo, Vallejo Watershed Alliance, Leadership Vallejo
 - Solano County Parks, Solano R.C.D., and countless others.
 - Assist with coordinating and working with possible new Solano County Park District.

- **Look Forward to Positive Relationships**
 - Stewards of the environment.
 - A positive influence with our recreation programs.
- **Thank You For Your Time and Support !**





Solano County

675 Texas Street
Fairfield, California 94533
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Agenda Submittal

Agenda #:	28	Status:	Regular Calendar
Type:	Presentation	Department:	Board of Supervisors
File #:	19-198	Contact:	Kelly Dwyer, 784-3004
Agenda date:	03/26/2019	Final Action:	
Title:	Receive a presentation from Solano Youth Voices, a collaborative effort of the Children's Network, on their research related to the youth in Solano County		
Governing body:	Board of Supervisors		
District:	District 2		
Attachments:	A - Presentation		

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

Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

At the request of Supervisor Monica Brown, it is recommended that the Board receive a presentation from Solano Youth Voices, a collaborative of the Children's Network on their research related to youth in Solano County.

SUMMARY/DISCUSSION

Solano Youth Voices (SYV) was formed in 2018 under the umbrella of the Children's Network. SYV is primarily funded by Walter S. Johnson Foundation, and receive funding from The California Endowment and United Way Bay Area. They are currently funded through August 31, 2019.

Members of the SYV Youth Council are aware that youth in Solano lack the resources and opportunities their peers in neighboring counties rely on and believe they should not have to continue being restricted by resource inequity. SYV Youth Council members set out to develop a policy platform to bring about positive change and ensure that Solano youth do not continue slipping through the cracks.

Through a grant from Walter S. Johnson Foundation, SYV conducted a research study which, after surveying more than 700 of their peers from across the county and convening 17 youth focus groups, SYV found that the most frequently cited issues facing youth in Solano were related to education, mental health, bullying, and homelessness.

While SYV's survey sample was comprised entirely of youth, its findings align closely with the determinations from the needs assessments conducted by Sutter and Kaiser Permanente, as well as the Community Health Improvement Plan for Solano County. Each of these assessments reiterates the resource and equity challenges facing the County.

Findings from Surveys:

The top issues for youth were education (307); mental health (257); bullying (251); homelessness (179). Other issues were drugs and alcohol, gun violence, recreation, LGBTQ+, and youth employment.

The age groups responding to the surveys were 11-24 with 501 youth between the ages of 14-17 being the highest number of respondents. Fairfield and Rio Vista had the highest number of respondents.

Some of the statistics that relate specifically to Solano County on the issues in the policy platform are as follows:

Mental Health

About 30% of 7th and 9th graders and over 1-in-3 11th graders (37%) in Solano's public schools reported that, in the past year, they felt so sad or hopeless almost every day for two weeks or more to the point that they stopped doing some usual activities. (California Healthy Kids Survey: Solano County Secondary 2015-2017 Main Report)

Nearly 1-in-5 9th graders and 11th graders (specifically 18-19%) in Solano's public schools reported that they had considered suicide in the past year. (California Healthy Kids Survey: Solano County Secondary 2015-2017 Main Report)

Hospitalizations for mental health issues in Solano County youth ages 5-19 have increased between 2006 and 2016 from 3 out of 1,000 youth to 5.2 out of 1,000 youth. This is slightly higher than the average rate across California, which is at 5.0 out of 1,000 youth. (Kidsdata.org)

Bullying Prevention

42% of 7th graders, 36% of 9th graders, and 30% of 11th graders reported experiencing any harassment or bullying at least once at school in the past year. (California Healthy Kids Survey: Solano County Secondary 2015-2017 Main Report)

1-in-4 7th graders reported being afraid of being beaten up at least once in the past 12 months at school. This is at 17% of 9th graders and 11% of 11th graders. (California Healthy Kids Survey: Solano County Secondary 2015-2017 Main Report)

Homeless Youth

1,793 Solano County public school students in grades Pre-K through 12 were recorded as being homeless at some point during the 2016 school year. (Kidsdata.org) *NOTE: These data may include duplicate counts of homeless students; as homeless students move frequently, it is possible that the same student will be recorded by multiple school districts.*

- 1,398 had a nighttime residence living doubled up with friends or relatives
- 151 had a nighttime residence in a hotel/motel
- 204 had a nighttime residence in a temporary shelter
- 40 were unsheltered

Number of unaccompanied children and young adults found to be homeless during the national point-in-time (PIT) count of homeless individuals, by age group and shelter status (HUD 2018 Annual Homeless Report to Congress) 218 in Solano County on one night in 2018. (Definition of "unaccompanied homeless youth" is people under the age of 25 experiencing homelessness on their own.)

Through collaboration with public, private, and non-profit partners, the overarching goal of the Solano Youth Voices Policy Platform is to further develop schools into emotionally and physically safe spaces that allow students to learn and thrive. SYV will present their findings and recommendations to the Board.

FINANCIAL IMPACT:

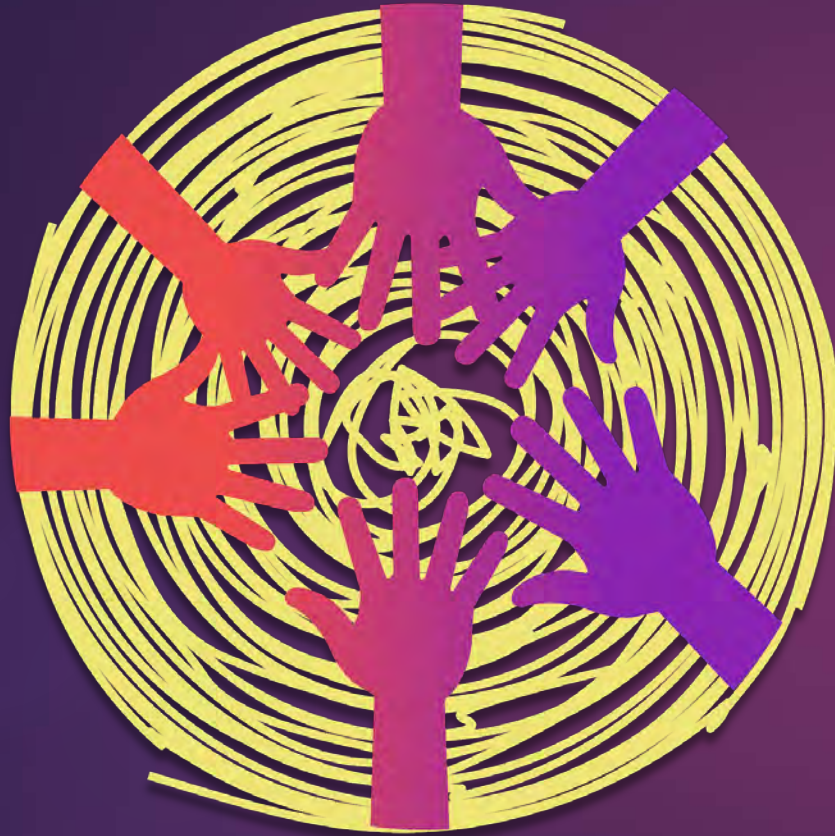
The costs associated with preparing the agenda item are nominal and absorbed in District 2 FY2018/19 budget.

ALTERNATIVES:

The Board could choose not to receive the presentation but that would not give the Board a chance to hear about the results of a countywide youth survey.

OTHER AGENCY INVOLVEMENT:

Solano Youth Voices and the Children's Network are presenting this item and submitted the report at the request of Supervisor Brown.



Solano Youth Voices

A Program of the Children's
Network of Solano County

WWW.SOLANOYOUTHVOICES.ORG

Mission

TO ELEVATE THE VOICES OF YOUTH IN SOLANO COUNTY

- ▶ Ages 10-25
- ▶ Including those with barriers to engagement
- ▶ 6 current Council Members
- ▶ 1 Project Associate
- ▶ Several Visiting Council Members and Project Associates
- ▶ Diverse backgrounds



Funders/Partners



Private

Famous Creations
The Wednesday Club
Timeline Media
productions

Public

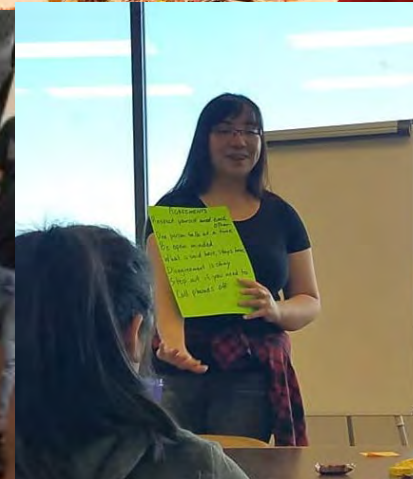
Children's Alliance
City of Fairfield
SCOE Youth Coalition
Solano Partners Against
Violence
Vacaville REACH
Vallejo Unified School
District

Non-Profit

CASA of Solano County
Club Stride
First Place for Youth
SafeQuest Solano
Vallejo Fighting Back
Partnership
Vallejo Together
YouthForward

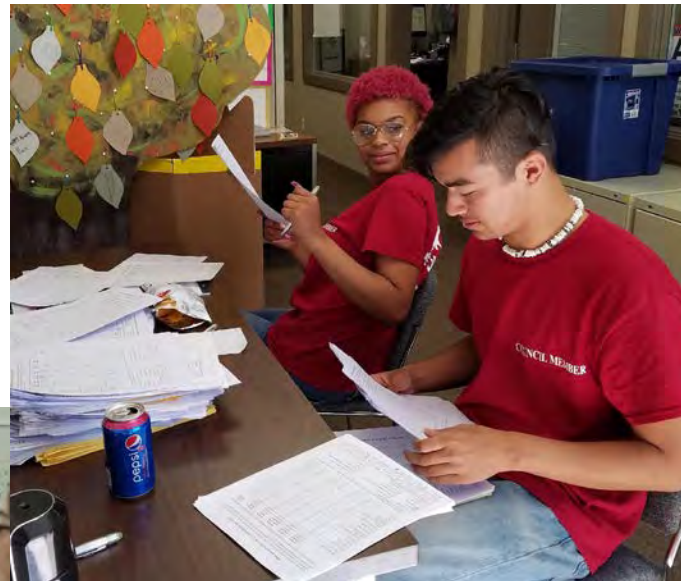
Engagement Opportunities

- ▶ Rising Leaders
- ▶ Focus Groups
- ▶ Events
- ▶ Public Presentations



Methods

- ▶ 704 Surveys
- ▶ 17 Youth Focus Groups
- ▶ 21 Research Meetings with Issue Experts



What are the top issues for youth in Solano County?

Education	307
Mental Health	257
Bullying	251
Homelessness	179
Drugs/Alcohol	171
Gun Violence	156
Recreation	135
LGBTQ+	110
Youth Employment	102

Recommendations and Next Steps

Recommendations

- ▶ Mental Health: Expand the availability and accessibility of school-based mental health services for students.
- ▶ Bullying Prevention: Equip and empower the school community to prevent bullying, including cyber-bullying.
- ▶ Youth Homelessness: Ensure that school campuses are safe spaces where homeless youth are supported and treated with dignity and respect without being required to identify that they are homeless.

Next Steps

- ▶ Statement of Support:
 - ▶ online www.solanoyouthvoices.org
 - ▶ email amaguire@gmail.com for Word Doc to print on your letterhead
- ▶ Ongoing Input from Strategic Thinkers
 - ▶ If you are interested in serving on a committee to address these issues, contact Alyssum Maguire 530-520-1676
- ▶ Presentation Opportunities Welcome!



Thank You

For more information, contact **Alyssum Maguire**

Website: www.SolanoYouthVoices.org

Email: solanoyouthvoices@gmail.com or amaguire@childnet.org

Call/Text: 530-520-1676



Solano County

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

Agenda Submittal

Agenda #:	29	Status:	Regular Calendar
Type:	Resolution	Department:	Information Technology - Registrar of Voters
File #:	19-228	Contact:	Tim Flanagan, CIO/Registrar of Voters, 784-2703
Agenda date:	03/26/2019	Final Action:	
Title:	Receive a presentation from the Registrar of Voters' Office and consider approving the recommendation to continue the use of traditional polling places for 2020 Direct Primary and General Elections; Approve a resolution authorizing the submission of the application for State funds for \$1,409,500 to replace existing voting system; Authorize the County Administrator or designee to conduct all negotiations, execute and submit all documents including, but not limited to applications which may be necessary for the completion of the agreement; and Authorize the Registrar of Voters' Office to execute a Request for Information to evaluate and select a new voting system		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Presentation, B - Resolution, C - Agreement, D - Letter from State		

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

DEPARTMENTAL RECOMMENDATION:

The Registrar of Voters (ROV) recommends the Board of Supervisors to:

1. Receive a presentation from the Registrar of Voters' Office and consider approving the recommendation to continue the use of traditional polling places for year 2020 Direct Primary and General Elections;
2. Approve a resolution (Attachment B) authorizing the submission of the application for State funds for \$1,409,500 to replace existing voting system;
3. Authorize the County Administrator or designee to conduct all negotiations, execute and submit all documents including, but not limited to application which may be necessary for the completion of the agreement (Attachment C) ; and
4. Authorize the Registrar of Voters' Office to execute a Request for Information to evaluate and select a new voting system.

SUMMARY:

ROV has reviewed the option of changing to Regional Voting Centers (RVC) under Voters Choice Act (VCA) as an option for conducting elections in Solano County. At this time, the Board is asked to accept the department's recommendation to continue the use of traditional polling places and revisit the option to change to Regional Voting Centers after the 2020 election cycle

ROV will present to the Board the difference between the two elections models, what the financial impact would be, and how the two options affect citizens voting in Solano County. Based on the research conducted, utilizing polling places will not have a significant impact on the department's FY2019/20 operational budget. Adopting the RVC model will require an additional of \$1,060,045 for equipment and \$497,550 in operational costs as compared to the costs to prepare for and conduct a traditional polling place model election. These costs are estimates pending the receipt of vendor quotes for new equipment.

On February 27, 2019, ROV was notified by the State that the county vote tabulation equipment had been decertified and not allowed for use in the upcoming 2020 elections.(Attachment D) The Board is asked to authorize the department to conduct a Request for Information (RFI) from currently certified vote tabulation equipment vendors and prepare a contract for board approval to receive new vote tabulation equipment in time for the upcoming 2020 elections.

FINANCIAL IMPACT:

ROV is utilizing vote tabulating equipment that is over 15 years old. While this equipment counts ballots accurately and is still supported and maintained by the manufacturer, the department has received grant funding to upgrade this equipment to modern technology. On February 27, 2019 the California Secretary of State notified the ROV that the equipment would be decertified, and that new equipment must be procured before the March 3, 2020 Primary Election.

The State has established procedures to require the County to certify by resolution (Attachment B) the approval of its application before submission of the application. The department is requesting authorization to execute a grant application (Attachment C) with the Secretary of State for \$1,409,500 which would require matching funds from either county general funds, or federal grant funds. The contract to execute the state grant expires on June 30, 2021. The department has an outstanding federal grant of \$605,017 which does not expire and can be drawn as soon as the need arises.

These funds can be used to upgrade voting equipment technology, which depending on the model chosen would be an estimated \$3,912,562 for the RVC model, or \$2,852,517 for poll place elections. After utilization of both grant funds, the estimated impact to the general fund would be \$1,898,045 for RVC vote center equipment, or \$838,000 for traditional poll place equipment. The purchase of the traditional poll place equipment will be included in the FY2019/20 recommended budget, which is dependent on the RFI responses.

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

DISCUSSION:

ROV has prepared a presentation which describes the differences between implementing the Regional Vote Centers or keeping the existing traditional polling places.

In 2018, State legislation was passed that allowed 14 counties to implement the new voting model allowing counties to reduce polling places by 70% but requiring locations to be open for 10 days prior to election day including Saturday and Sunday. Regional Voting Centers allow any voter to vote at any of the new vote center locations, and deliver all election related services provided by ROV at every location.

The RVC impact for voters in Solano County:

- Every Voter receives a Vote by Mail ballot.
- Increase in Vote by mail drop off boxes from 7 to 15.

- Reduce polling places from 100 to 25 Vote Centers.
- Voters can vote at any Vote Center (vs. assigned to a specific location).
- 5 vote centers open for 10 days including Saturday and Sunday before Election Day.
- Have 25 vote centers open for 4 days including Saturday and Sunday before Election Day.

The impact for the ROV Operation:

- Must staff all locations with Extra Help instead of volunteer poll workers (for access to confidential records);
- Provide all ballot types/styles at all locations (ballot on demand).
- New Poll place scanners that can accept ballots from all precincts in the county are required.
- New Accessible voting equipment and central count equipment to match the poll place scanner software is required.
- Increase costs in location charges due to the number of days required to operate.
- Multiple outreach events in every city as well as mailings to all voters.

In 2018, only 5 of the 14 counties allowed to adopt the RVC model chose to do so: Madera, Napa, Nevada, Sacramento and San Mateo all switched to the new model. In 2020, an additional 6 counties are switching - Alameda (pending board approval), El Dorado (pending Board approval), Los Angeles (without being required to mail a ballot to every voter), Mariposa, Orange, and Santa Clara (pending Board approval). During the post-election meetings with the 5 original counties, the department learned of issues with technology failures, long lines due to same day registration processing issues, and 90% of in-person voting taking place on election day despite having Saturday and Sunday voting options for voters.

On February 27th, 2019 the California Secretary of State issued a memorandum to County Registrars notifying the decertification of their existing voting equipment. Based on this notice, the county can purchase equipment only certified to the current California Voting System Standards (CVSS).

The following vendors were listed as currently certified:

- Los Angeles County Voting System for All People (VSAP) version 1.0
- Hart Intercivic Verity Suite 3.0.1
- Dominion Democracy Suite 4.2

The department has internally reviewed each of these three systems, however, the ROV recommends conducting a Request for Information (RFI) from each of the three vendors, collecting feedback from the public, and holding public meetings with external stakeholders to get feedback on the purchase recommendation before presenting to the board for approval. ROV plans to expedite the RFI and meetings to the extent possible with intentions on returning to the board in July to award the contract. The ROV would target receipt of equipment in August or September 2019 to allow for ample time to train, test and modify operational procedures for the new equipment.

ALTERNATIVES:

The Board could choose to request the ROV to move forward with implementation of a Regional Vote Center model, reducing the number of in-person polling places, but increasing the number of days that in-person voting would be available for elections. This is not recommended at this time due to the higher one-time costs, the higher on-going operational expense, the risk it poses to upcoming high profile/high turnout election, and the lack of statewide data to confirm the intent of a Regional Vote Center model to increase voter turnout.

The Board could choose to not approve the agreement with the Secretary of State's Office. This would result in a potential loss of \$1,409,500 in State revenues that offset County costs. This is not recommended as the

replacement costs for a new voting system and FY2019/20 budget item would increase to cover the entire purchase costs.

The Board could elect to not delegate signing authority to staff. This action is not recommended since delegated authority will enable efficient application and execution of the agreement.

The Board could also choose to not allow ROV to move forward with issuing an RFI for voting equipment, however the current equipment cannot be used for any future statewide elections and we would be required to process a sole-source procurement to prepare for the March 2020 primary election.

OTHER AGENCY INVOLVEMENT:

The Registrar of Voters' Office has consulted with County Counsel and General Services on a purchasing method to expedite the procurement process to meet the necessary timeline. Through this consultation the best model for execution is a Request for Information with Quote (RFI-Q).

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County Registrar of Voters Office

Purpose:

2020 Direct Primary and General Election Planning

Presented by:

Tim Flanagan – Registrar of Voters

John Gardner – Assistant Registrar of Voters

March 26, 2019



Summary of Presentation

- New mandate from the Secretary of State
- Recommendation on voting methodology (traditional polling places vs regional voting centers)
- Description pros and cons to help inform the choice (costs, staffing needs, changes in process and outcomes)
- Schedule of events leading up to 2020 election cycle



Recommendation action

ROV Recommendation:

- 1) Continue with proven practice of polling place elections for all of 2020.**
- 2) Approve Resolution authorizing CAO to submit application for grant funding of \$1,409,500 to purchase a new voting system.**
 - Plan for an additional estimated \$838K one-time increase in 19/20 budget for county matching funds.
- 3) Authorize CAO to negotiate and submit documents necessary for completion of agreement.**
- 4) Authorize ROV to release a Request for Information with Quote to purchase new voting system.**



Alternate Option

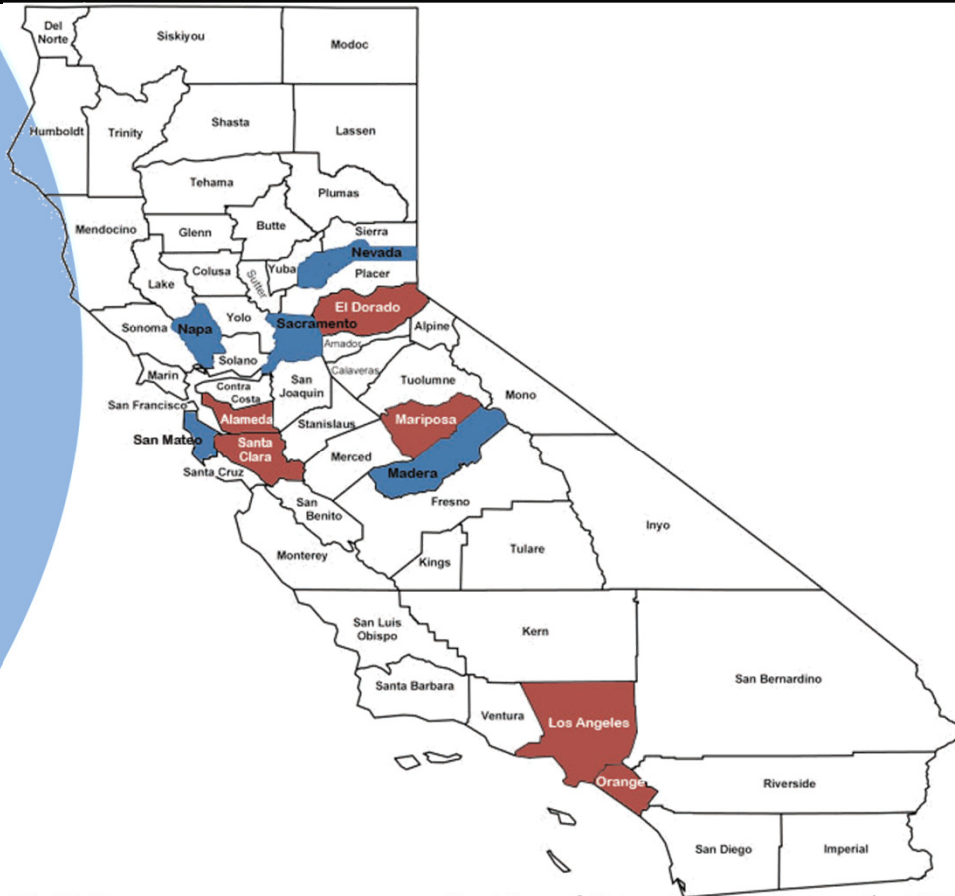
Adopt Regional Voting Center (RVC) model

Requirements to succeed:

- Plan for \$2.4 million one-time increase in 19/20 budget to pay for new systems
- Engage in extensive public engagement in a limited time frame to prepare Solano for a major change in voting methodology
- Replace voting equipment/systems in time for March 2020 primary
- Conduct a competitive procurement to select new voting system – include public engagement



Background – Where are the RVC Counties



2018 RVC Counties:

- Madera
- Napa
- Nevada
- Sacramento
- San Mateo

2020 Additional Counties:

- Alameda (Pending Board Approval)
- El Dorado (Pending Board Approval)
- Los Angeles
- Mariposa
- Orange
- Santa Clara (pending Board Approval)

March 26, 2019

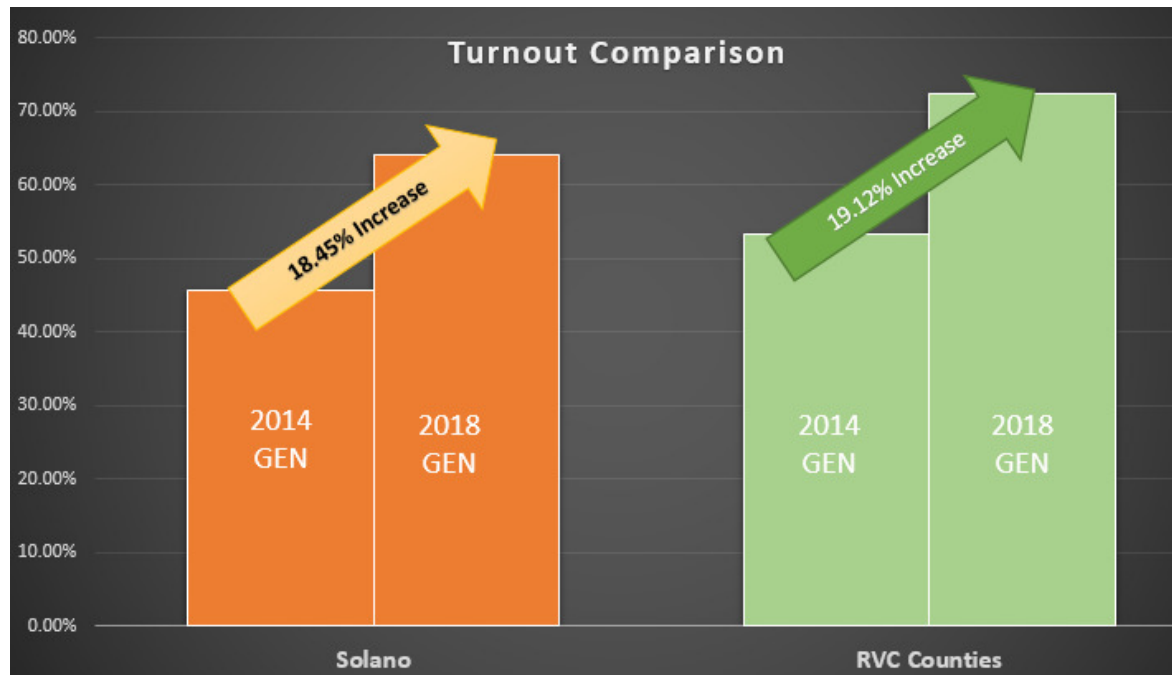
Registrar of Voters Presentation on the 2020 Election Cycle

5



The data - RVC Turnout Statistics

- Currently there's not enough data to predict impact on turnout (just two elections).
- Turnout Comparison shows a 18% increase in Solano, and a 19% increase for RVC Counties.
- More elections for RVC will help form a future recommendation.

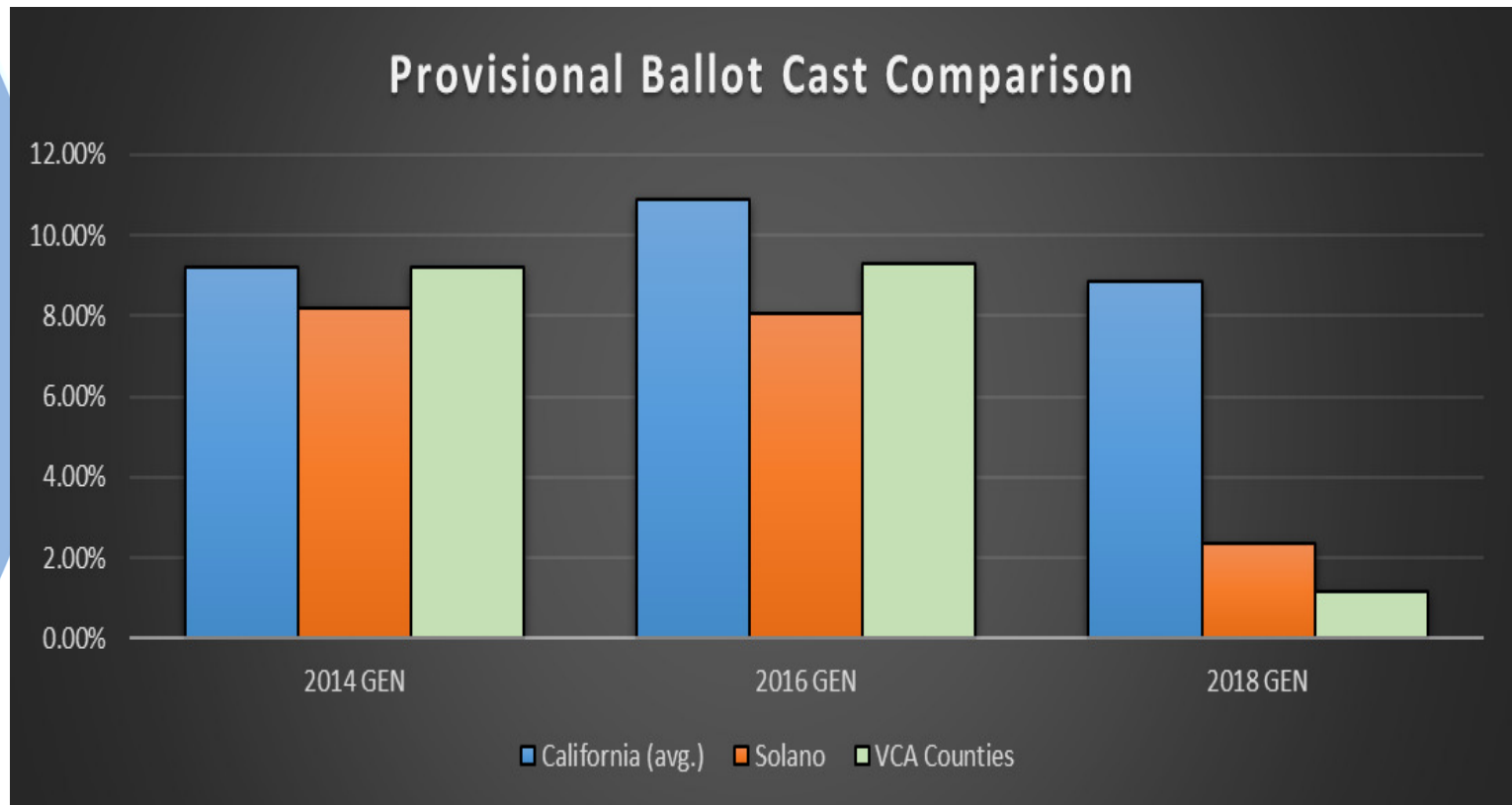


March 26, 2019

Registrar of Voters Presentation on the 2020 Election Cycle

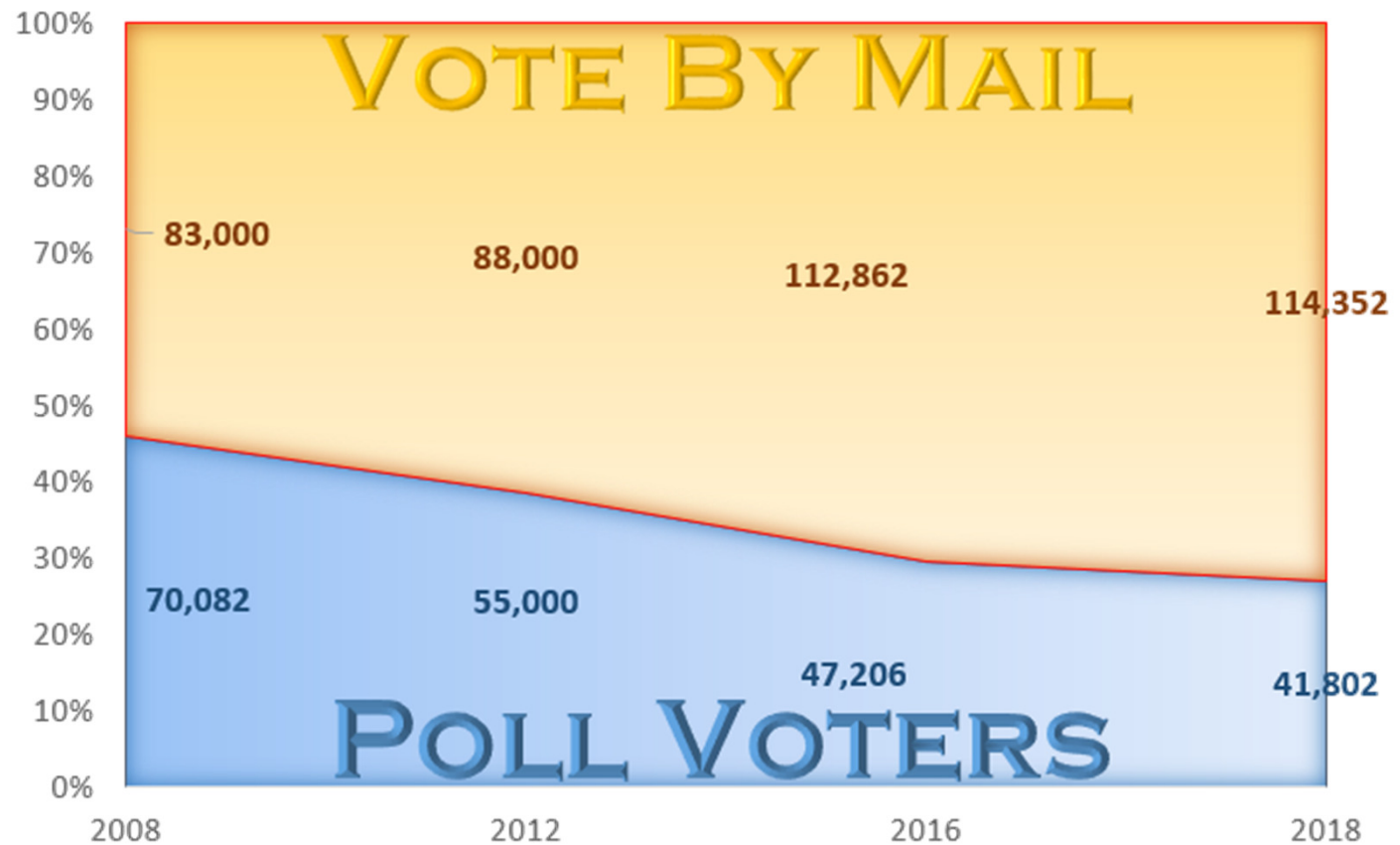


Provisional ballots cast per election:





How People Vote in Solano County:



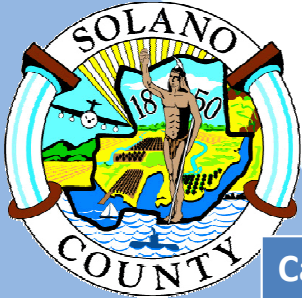
March 26, 2019

Registrar of Voters Presentation on the 2020 Election Cycle



By the numbers – a comparison:

	Regional Vote Center	Traditional Poll Place
Vote by Mail Ballots sent	100% - in person vote optional	Optional - ~70% opting in
Ballot Drop-Off Locations (no other service provided)	16 sites for 29 days	7 sites for 29 Days
Same day registration & vote	5 sites for 10 days (includes Saturday and Sunday before Election)	ROV Office only
Voting and Registering Locations	25 sites for 4 days (includes Saturday and Sunday before Election)	ROV Office only
Election Day In-Person Voting Locations	25 Full Service Locations for any voter; plus 16 Ballot Drop-off Locations.	100 Assigned to specific voters; plus 7 Ballot Drop-Off Locations.



Cost Estimates for FY19/20:

Category	RVA Estimated Cost:	Poll Place Estimated Cost:
1) Vote Center ballot scanner and accessible voting stations.	\$1,403,905	\$1,403,905
2) Additional Hardware for RVA only.	\$1,060,045	n/a
3) Central Count tabulators and election management software.	\$1,168,612	\$1,168,612
4) Professional Services and additional supplies	\$280,000	\$280,000
Total Estimated Technology Costs:	\$3,912,562	\$2,852,517
Estimated General Fund Expense for technology purchase (after grants applied):	\$1,898,045*	\$838,000
5) Staffing and Operational Costs– VCA requires mostly Extra Help or Full Time County positions for entire 10-day period.	\$2,250,306	\$1,752,756
Estimated General Fund Additional Expense for operations:	\$497,550*	\$0

* Individual District bills may increase by 25-30% under RVA model.



Funding Issues

Available Funding Sources (use for technology only):

- Remaining HAVA Grant - \$605,017 – no expiration, no matching funds required.
- New State Grant - \$1,409,500 – expires June 30, 2021, county must match funds 1 to 1.



Pros and Cons for Solano

Pros

Regional Voting Center

Increased flexibility for voter on location and date

Further reduces provisional ballots

Fewer locations to administer

Traditional Polling Place

Voter expectations are met

Limited retraining of election staff

Reliable and proven methodology

Cons

Highest Cost – one time and ongoing

Risk increased with multiple changes (system and methodology)

Disruptive during high profile elections

Some hardware costs duplicated if RVC implemented later

Voter questions – two neighbor counties have changed



Schedule to prepare for 2020

Suggested Path to purchasing new voting equipment:

3/27/2019	Release RFI w/ Quote to Vendors
4/16/2019	Conduct Public Vendor Conference
4/24/2019	RFI Closes
5/3/2019	End of RFI Evaluation Period
6/4/2019	Present Recommendation for purchase to Board.
7/12/2019	Begin Community Outreach Meetings with New System.
8/8/2019	Complete internal mock election on new voting system.
10/15/2019	Begin Programming voting system for March Primary Election.
10/22/2019	Primary Election Notices begin with info to voters.



Concluding – Board Action

Approve ROV Recommendation:

- 1) Continuation of Traditional Polling Place Voting model for 2020 Primary and General Elections.**
- 2) Approve resolution authorizing CAO to submit application for grant funding to purchase a new voting system.**
- 3) Authorize CAO to negotiate and submit documents necessary for completion of agreement.**
- 4) Authorize ROV to release a RFI w/Quote to purchase new voting system.**



Questions?

www.solanocounty.com/elections

ROV Website:

- Register to vote
- Verify registration
- Find your polling Place;
- Election details;
- Sample Ballots;
- Maps

A screenshot of the Registrar of Voters website. The header features a "Vote Here" button and the title "Registrar of Voters". Below the header, there is a navigation bar with links to "Homepage", "Departments", and "Registrar Of Voters". The main content area is divided into two columns. The left column, titled "Options", lists various services such as "Mission Statement", "Voter Registration", "Voting By Mail", "Military and Overseas Voters", "Candidate Info", "How to...", "Elected and Appointed Officials", "District Maps and Lookup", "Election Results", "Election Workers", "Sample Ballot Pamphlet Opt Out/Opt In", "FAQs", and "Contact Us". The right column, titled "Registrar Of Voters", contains several red buttons for "REGISTER TO VOTE", "MODIFY VOTER REGISTRATION", "VERIFY VOTER REGISTRATION", "MILITARY AND OVERSEAS CITIZENS", "POLL WORKERS", and "REQUEST TO VOTE BY MAIL". Below these buttons, there is a section for the "November 6, 2012 Consolidated Presidential General Election" with links to "Election Calendar", "Candidate List", "Candidate Contact Log", "Solano County Measures", "State Random Alphabet Drawing", "County Random Alphabet Drawing", and "Precinct and District Viewer". At the bottom, there is a section for "Important Information" with links to the "2012 Fee Schedule" and "2011-2014 Schedule of Elections". A Norton Secured logo is visible on the left, and an Adobe Acrobat Reader download prompt is on the right. The footer contains links for "Technical Contact", "Employee Services", "Maps & Directions", "Acceptable Use", "Accessibility", "Disclaimer", "Privacy Policy", and "Site Map".

March 26, 2019

Registrar of Voters Presentation on the 2020 Election Cycle

15

RESOLUTION NO. 2019 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
APPROVING THE APPLICATION FOR FUNDS FOR VOTING SYSTEM REPLACEMENT CONTRACT
WITH CALIFORNIA SECRETARY OF STATE AGREEMENT NUMBER 18G30148
FOR FISCAL YEAR 2019/2020**

Whereas, the Secretary of State as chief election official has determined existing voting equipment to be at or near life expectancy; and

Whereas, the Secretary of State has been delegated the responsibility for the administration of the Voting System Replacement Contract 2018 to reimburse counties for voting system replacement activities; and

Whereas, the Secretary of State has established procedures to require the County to certify by resolution the approval of its application before submission of said application to the Secretary of State.

Resolved, the Solano County Board of Supervisors authorizes Birgitta Corsello, Solano County, County Administrator or his/her designee as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, State of California Standard Agreement with attachments, payment requests, and so on which may be necessary for the completion of the agreement. A copy of the executed agreement shall be filed with the Clerk of the Solano County Board of Supervisors.

Agreement	Organization/Agency	Amount
Voting System Replacement Contract 2018	CA Secretary of State (SOS)	\$ 1,409,500

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on March 26, 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

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

18G30148

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTOR NAME

Solano County

2. The term of this Agreement is:

START DATE

February 1, 2019 or upon approval by Dept. of General Services, if required, whichever is later

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$ 1,409,500.00

One million four hundred nine thousand five hundred Dollars and Zero Cents

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4 pages
Exhibit B	Budget Detail and Payment Provisions	3 pages
Exhibit C *	General Terms and Conditions	GTC 04/2017
Exhibit D	Special Terms and Conditions (Attached hereto as part of this Agreement)	2 pages
Exhibit E	Additional Provisions	2 pages
Exhibit F	County Resolution	pages
Exhibit G	Contractor Voting System Replacement Activity Report	1 pages

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

Solano County

CONTRACTOR BUSINESS ADDRESS

675 Texas Street, Suite 2600

CITY

Fairfield

STATE

CA

ZIP

94533

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTING AGENCY ADDRESS

1500 11th Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Cindy Halverstadt

TITLE

Chief, Management Service Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

A. NAME OF PROGRAM

This program shall be known as "Voting System Replacement Contract 2018."

B. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the counties within the state of California, as appropriated by Assembly Bill 1824, Chapter 38 (Stats.2018), (Voting System Replacement Contracts), pursuant to California Elections Code sections 19400 and 19402, administered by the Secretary of State, with state funds to reimburse counties for voting system replacement activities subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures. Counties who receive the reimbursement of funds under this agreement are subject to the following:

1. Counties may seek reimbursement for payments made pursuant to a purchase agreement, lease agreement, or other contract made after April 29, 2015.
2. The funded activities must belong to one or more of the categories outlined below in Section E – USE OF FUNDS.
3. If a county uses funding provided to it for activities described below in Section E – USE OF FUNDS, #8, and those activities do not result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards by July 1, 2023, the county shall return the state funding provided for those activities to the State. If the county does not return the funding by June 30, 2024, the State Controller shall withhold any payment to the county in an equivalent amount, as directed by the California Department of Finance.
4. Any voting system purchased or leased by a county for which the county seeks reimbursement from the Secretary of State pursuant to this Agreement and that does not require a voter to directly mark a ballot, must produce a paper version or representation of the voted ballot or of all of the ballots cast on a unit of the voting system. The paper version shall not be provided to the voter but shall be retained by elections officials for use during the one percent manual tally described in Elections Code Section 15360, or any recount, audit, or contest.

C. PROJECT CONTACTS

The program representatives during the term of Agreement will be:

- a. For County: **Timothy Flanagan (707) 784-2703**
- b. For State: **Kathryn Chaney (916) 695-1657**

EXHIBIT A
(Standard Agreement)

D. MATCHING FUNDS

Counties may seek reimbursement where the county has spent matching county funds on voting systems replacement activities on a dollar-for-dollar basis, up to the maximum amount of funds allocated for the contract. Matching funds may also include federal funds such as Help America Vote Act (HAVA). **State funds**, such as Voting Modernization Bond Act of 2002 (VMB) may not be used as matching funds.

E. USE OF FUNDS

Any Voting Systems Replacement Contract 2018 funds received pursuant to this program shall be used by County only for one or more of the following purposes:

1. New voting systems that have been certified or conditionally approved pursuant to the California Voting Systems Standards (CVSS).
2. Electronic poll books certified by the Secretary of State.
3. Ballot on demand systems certified by the Secretary of State.
4. Vote by mail ballot drop boxes that comply with any applicable regulations adopted by the Secretary of State, including California Code of Regulations (CCR) Title 2, Division 7, Chapter 3, sections 20130-20138.
5. Remote accessible vote by mail systems certified or conditionally approved by the Secretary of State.
6. Telecommunication technologies to facilitate electronic connection, for the purpose of voter registration, between polling places, vote centers, and the office of the county elections official or the Secretary of State's office.
7. Vote by mail ballot sorting and processing equipment.
8. Research and development of a new voting system using only nonproprietary software and firmware with disclosed source code that have not been certified or conditionally approved by the Secretary of State, but that would result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards, in addition to the following:
 - Manufacturing of the minimum number of voting system units reasonably necessary for either of the following purposes:
 - Testing and seeking administrative approval for the voting system pursuant to Section 19210 to 19214, inclusive.
 - Testing and demonstrating the capabilities of the voting system in a pilot program pursuant to paragraph (2) of subdivision (b) and subdivision (c) of Section 19209.

EXHIBIT A
(Standard Agreement)

F. County shall not submit any claim for payment or reimbursement and shall not be entitled to receive payment or reimbursement from State of Voting System Replacement Contract 2018 funds for:

1. The cost of purchasing any motored vehicle;
2. The cost of leasing for more than thirty (30) days of any motored vehicle;
3. The cost of purchasing any real property;
4. The cost of leasing any real property;
5. The cost of promotional items and memorabilia;
6. General purpose equipment, including but not limited to, office equipment and furnishings; modular furniture; telephone networks and component parts that are not for the explicit use of facilitating electronic connections as defined above in Section E – USE OF FUNDS, #6 of this document; and reproduction and printing equipment that is not a component of a voting system, ballot on demand system, or electronic poll book system;
7. General office supplies;
8. Any indirect rate or overhead costs distributed to county administrative support services.

G. DISPOSAL OR SALE OF EQUIPMENT PURCHASED WITH VOTING SYSTEM REPLACEMENT CONTRACT FUNDING

If a county elections officials disposes of voting systems or voting equipment purchased with Voting System Replacement Contract funding:

1. No pre-approval or permission is required by the Secretary of State.
2. Sales should conform to county purchasing procedures. If those do not exist, counties should rely on the State Administrative Manual (SAM Chapter 8600).
3. A solid audit trail should be maintained and include the following:
 - a. All information relevant to valuation.
 - b. Documentation relevant to the source of funding used for the original purchase of the equipment being sold or disposed of.

EXHIBIT A
(Standard Agreement)

- c. Information relevant to the actual sale or disposition, including the date, amount of the actual sale, which equipment was involved (description and inventory numbers) and receipts.
- 4. Prior to disposing or selling of any voting system or portion thereof, ensure the equipment is formatted so there is no software or firmware remaining on the equipment. All equipment should be taken back to a condition where it is solely a non-functioning piece of hardware.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Office of Secretary of State
Attention: Accounts Payable
P.O. Box 944260
Sacramento, CA 94244-2600

Invoices may be submitted via email to AccountsPayable@sos.ca.gov. Please contact Accounts Payable at (916) 653-9165 for any further questions regarding invoices.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act or a Voting System Replacement Contract Spending Plan amendment of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act or a Voting System Replacement Contract Spending Plan amendment for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

4. Failure to Properly Claim Maximum Amount of Voting System Replacement Contract Funds

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims, which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

5. Basis of Claims

Subject to the provisions of Paragraph #9 below, all claims for Voting System Contract Replacement Funds under this program must be based on invoices submitted by the County. All invoices or Agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS.

**EXHIBIT B
(Standard Agreement)**

6. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this Program. Such criteria shall include requirements that all claims:

- A. Contain a face sheet that summarizes each expenditure made by the categories set forth in Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS;
- B. Include the total amount of the claim;
- C. Identify whether additional claims are expected to be submitted;
- D. Include the hourly charge of any contractor for which a claim is made for their time;
- E. Include signed Contractor Activity Reports, please see sample, which is Exhibit G - CONTRACTOR VOTING SYSTEM REPLACEMENT ACTIVITY REPORT, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from Voting System Replacement Contract funds are required to submit timesheets for any work paid for as time and materials); and
- F. Include a copy of the contract, if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

7. Retroactive Payments

Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after April 29, 2015, and before June 30, 2021.

8. Payments of Claims

The Secretary of State shall advise the County of the status of the claim processing within 30 (thirty) days of receipt of the claim. Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

9. Deadline for Submitting Claims

The deadline for submitting any claim under this program is 30 (thirty) days after the expiration date of this Agreement.

10. Multiple Claims

County can submit multiple claims for Voting Systems Replacement funds authorized above, within the aggregate limit established for County.

11. Documentation to be Submitted

- A. Each claim shall include a cover page that identifies the activity or service in Exhibit A – SCOPE OF WORK and a summary sheet that includes the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all documentation of the payment for which reimbursement is sought, and of the purchase agreement, lease agreement, or other contract pursuant to which the reimbursed payment was made.

EXHIBIT B
(Standard Agreement)

- B. The county shall certify to the Secretary of State the source and amount of match funding, including supporting documentation of the source of funding such as a statement of account.
- C. If applicable, approval by the County Board of Supervisors, along with the appropriate County Resolution will be required.

12. Order of Processing

Claims shall be processed by the Secretary of State in order of receipt.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions (GTC 04/2017) will be included in the agreement by reference to Internet site: www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of Voting System Replacement funds by County indicates agreement, to be reimbursed by the Secretary of State, by first providing matching funds spent on voting system replacement activities described in Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS, on a dollar-for-dollar basis, up to a maximum amount of funds allocated for the contract, as allocated per county.
2. County shall maintain records in a manner that:
 - a. Accurately reflects fiscal transactions with necessary controls and safeguards;
 - b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);
 - c. Provides accounting data so the costs can readily be determined throughout Agreement period;
 - d. Accurately records and tracks the disposition of all equipment and sensitive property in compliance with 41 CFR 105-71 and the California State Administrative Manual.
3. Records shall be maintained for three (3) years after termination of this Agreement and for at least one (1) year following any audit or final disposition of any disputed audit finding.
4. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.
5. County shall permit periodic site visits by the Secretary of State, or the Secretary of State's designee or designees, to determine if any Voting System Replacement Contract funds are being used or have been used in compliance with this Agreement and all applicable laws.

B. GENERAL PROVISIONS

1. Voting System Replacement Contract funds can only be used for the purposes for which the Voting System Replacement Contract funds are made.
2. No portion of any Voting System Replacement Contract funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E – Additional Provisions, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office.
3. Proceeds received by the County for the sale of equipment or sensitive property originally purchased by funds shall be deposited in an interest-bearing account and used in accordance with procedures outlined in Exhibit A – SCOPE OF WORK, Section G - DISPOSAL OR SALE OF EQUIPMENT PURCHASED WITH VOTING SYSTEM REPLACEMENT CONTRACT FUNDING. Such sales shall be reported in writing to the Secretary of State within 30 days of completion. Interest earned on funds shall be reported to the Secretary of State within 90 days of the close of each fiscal year. Upon expenditure of these funds and interest earned, County will report such

EXHIBIT D
(Standard Agreement)

expenditure to the Secretary of State, along with documentation of such expenditure, including invoices, agreements or other documentation.

4. Funds not claimed by County within thirty (30) days of the end date of this contract, or any funds claimed by a county that are not approved for use by the Secretary of State within one hundred eighty (180) days of the end date of this contract, shall revert to the Secretary of State.
5. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount.
6. This Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner.
7. County warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
8. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County.
9. If a county uses funding provided to it for activities described in Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS, #8, and those activities do not result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards by July 1, 2023, the county shall return the state funding provided for those activities to the State. If the county does not return the funding by June 30, 2024, the State Controller shall withhold any payment to the county in an equivalent amount, as directed by the California Department of Finance.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

Secretary of State Policy Regarding Political Activity in the Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

- 1) No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
- 2) No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
- 3) No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
- 4) No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
- 5) The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
- 6) No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
- 7) No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

EXHIBIT E
(Standard Agreement)

- 8) No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
- 9) No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
- 10) An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
- 11) Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed in Exhibit A – SCOPE OF WORK.

STATE OF CALIFORNIA - SECRETARY OF STATE

CONTRACTOR VOTING SYSTEM REPLACEMENT ACTIVITY REPORT

NAME																								COMPANY NAME								Month/Year		Voting System Replacement Coordinator's Approval			
Contract Number:																								Location (Sacto/LA)													
VOTING SYSTEM REPLACEMENT ACTIVITY HOURS																																PROGRAM TIME REPORTING					
	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1		DELIVERABLE NAME	ORG	HOURS
1																																		(Taken from proposal and contract)		0.0	
2																																				0.0	
3																																				0.0	
4																																				0.0	
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22																																				0.0	
23																																				0.0	
24																																				MONTHLY TOTAL	0.0
SIGNATURE OF CONTRACTOR																								DATE													



ALEX PADILLA | SECRETARY OF STATE | STATE OF CALIFORNIA
OFFICE OF VOTING SYSTEMS TECHNOLOGY ASSESSMENT
1500 11th Street | Sacramento, CA 95814 | **Tel** 916.695.1680 | **Fax** 916.653.4620 | www.sos.ca.gov

February 27, 2019

County Clerk/Registrar of Voters (CC/ROV) Memorandum #19015

TO: All County Clerks/Registrars of Voters

FROM: /s/ Susan Lapsley
Office of Voting Systems Technology Assessment

RE: Notice of Withdrawal of Certification and Conditional Approval of Voting Systems -
Effective August 27, 2019

In counties throughout the state, voting systems are at or near their life expectancy, with some voting system vendors no longer making replacement parts and/or no longer providing tech support. Meanwhile, the state budget for FY 2018/2019 includes \$134 million for purposes of upgrading or replacing aging voting systems. The Secretary of State continues to advocate for additional and ongoing funding for California election modernization and administration.

This CC/ROV serves as notice that the Secretary of State, pursuant to the authority granted in Elections Code Section 19232 withdraws certification and conditional approval of all California voting systems, in whole or in part, not tested and certified to the [California Voting System Standards](#) (CVSS), effective August 27, 2019. Elections Code section 19232 states that “the Secretary of State may decertify any voting system or part thereof, determined to be defective, obsolete, or unacceptable.” The voting systems being decertified contain obsolete hardware and software components, and employ end-of-life operating systems that are no longer supported. This Notice of Withdrawal does not apply to other voting technology such as Remote Accessible Vote By Mail systems (RAVBMs) or Electronic PollBooks.

For your reference, as of February 27, 2019, the following voting systems have been tested and certified to CVSS:

- Dominion Voting Systems, Inc. - Democracy Suite 5.2 Voting System;
- County of Los Angeles - Voting Solutions for All People (VSAP) Tally 1.0 System; and
- HART InterCivic, Inc. - Verity Voting 3.0.1 Voting System.

Additionally, the following voting systems are currently being reviewed and tested to CVSS:

- Dominion Voting Systems, Inc. - Democracy Suite 5.10;
- County of Los Angeles - Voting Solutions for All People (VSAP) Tally Version 2.0; and
- Election Systems and Software, Inc. - EVS 6.0.4.2

Public Hearing and Comment Period

While not required by state law, the Secretary of State calls for a public hearing to provide interested persons an opportunity to express their views regarding this withdrawal of certification and conditional approval of voting systems not tested and certified to CVSS. The hearing will take place on March 19, 2019 at 1:00 pm at the State Capitol, 1315 10th Street, Room 3191, Sacramento, California 95814. Anyone wishing to submit written comments can do so by delivering it in person at the hearing or via U.S. postal service, or by e-mailing it to votingsystems@sos.ca.gov by 5:00 p.m. on March 27, 2019.

Request for Conditional Approval for Extension of Use

The withdrawal is effective August 27, 2019, however, pursuant to Elections Code section 19232, any election scheduled six months from August 27, 2019, shall not be affected by this action. Therefore, any federal, state, county, municipal, district or school election scheduled from August 27, 2019, until February 27, 2020, may continue to use voting systems not tested and certified to CVSS.

Additionally, the Secretary of State acknowledges that there may be circumstances that may hinder a jurisdiction from implementing a CVSS certified voting system by February 27, 2020, including, but not limited to, delays in the procurement process or a county budget. In recognition of unique challenges a county may face, a written Request for Conditional Approval for Extension of Use may be submitted by a county to the Secretary of State seeking to utilize a decertified system for any election scheduled after February 27, 2020. The request must be submitted by April 5, 2019, and include the following:

1. The jurisdiction's justification for Conditional Approval for Extension of Use.
2. The jurisdiction's plan and schedule to implement a CVSS certified voting system, which shall include at a minimum:
 - a. Executive Summary
 - b. Procurement Schedule
 - c. Staff Training Schedule
 - d. Implementation Date

Key Dates

- February 27, 2019 to March 28, 2019 – Written public comment period.
- March 19, 2019 – Public Hearing
- April 5, 2019 - Request for Conditional Approval for Extension of Use deadline.
- August 27, 2019 – Withdrawal Effective
- August 27, 2019 to February 27, 2020 – Jurisdictions may continue to use voting systems not tested and certified to CVSS.
- February 28, 2020 – Voting systems not tested and certified to CVSS may no longer be used, except for those jurisdictions that have received a Conditional Approval for Extension of Use by the SOS.

Should you have questions regarding this memorandum, please contact OVSTA at [\(916\) 695-1680](tel:9166951680).



Solano County

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

Agenda Submittal

Agenda #:	30	Status:	Regular Calendar
Type:	Miscellaneous	Department:	Assessor/Recorder
File #:	19-234	Contact:	Marc Tonnesen, 784-6203
Agenda date:	03/26/2019	Final Action:	
Title:	Consider approving a fee waiver in the amount of \$48,156.04 for the Metropolitan Transportation Commission/Association of Bay Area Governments for certain Assessor/Recorder data; and Consider approving the Assessor/Recorder's long-standing practice of waiving or charging a reduced fee for public agency partners located within Solano County		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Request Letter, B - Cost of Request		

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

DEPARTMENTAL RECOMMENDATION:

The Assessor/Recorder Department requests that the Board of Supervisors:

1. Considers approving a fee waiver in the amount of \$48,156.04 for the Metropolitan Transportation Commission/Association of Bay Area Governments for certain Assessor/Recorder data; and
2. Considers approving the Assessor/Recorder's long-standing practice of waiving or charging a reduced fee for public agency partners located within Solano County

SUMMARY:

The Assessor/Recorder Department prepares and keeps certain property-related information, including the local assessment roll, property sales, property characteristics, and market data. The Department has been given authority from the Board to provide this information to the public for a fee set and reviewed annually by the Board. Most of this information is a disclosable public record required by law to be kept or prepared by the Department. It has been a long-standing practice of the Department to waive most or all of the fees for Solano County public agency partners who would otherwise be required to pay the full fee for the information. MTC/ABAG has requested the Board waive the fee to acquire secured roll and property characteristics data. The fee for that data totals \$48,156.04. As this is the largest request for a fee waiver that the Department is aware of and is made at the request of an agency not located primarily in Solano County, the Department is asking the Board to approve this waiver. Furthermore, the Department is asking the Board to approve the Department's long standing practice of reducing or waiving fees for our Solano County public agency partners, which would be codified as part of the annual fee item later this year.

FINANCIAL IMPACT:

The fee for the information requested by MTC/ABAG would normally be \$48,156.04. The waiver of this fee would mean the requested sum would not be added as revenue to the Department's budget.

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

DISCUSSION:

The duty of the county assessor is to discover all assessable property, to inventory and list all taxable property, to value property, and to enroll the property on the local assessment roll. The local roll includes, but is not limited to, the name of the county, the calendar year it was prepared, the assessor's parcel number, the name and address of the assessee, and the assessed values of all land, improvements, and personal property subject to taxation. These data are compiled and maintained in the Solano County Integrated Property System (SCIPS) and most of the data are open to public inspection and available to the public and government agencies for a fee. The fee is set annually by the Board.

Any information and records in the assessor's office that are not required by law to be kept or prepared by the assessor, disabled veterans' exemption claims, and homeowners' exemption claims are not public documents and shall not be open to public inspection. The assessor is, however, required to disclose information, furnish abstracts or permit access to all records in his or her office to agencies listed in the Revenue & Taxation code, including but not limited to, the county grand jury, the board of supervisors or their duly authorized agents, employees, or representatives when conducting an investigation of the assessor's office, employees of the Franchise Tax Board, the Department of Transportation, etc. Upon the request of the assessee or his or her designated representative, the assessor shall make available all information relative to the assessee's property.

By law, the Assessor is required to maintain "property characteristics" information, which includes, but is not limited to, the year of construction of improvements, the square footage of the property, the number of bedrooms and bathrooms, the property acreage and other attributes and amenities including pools, views, zoning, etc. Property characteristics are a public record and open to public inspection. If the assessor provides property characteristics information to a requesting party, the assessor may require that a fee related to the cost of developing and providing the information be paid by the party receiving the information. Furthermore, by statute, the actual cost of providing the information is not limited to duplication cost and may include recovery of development and indirect costs such as overhead, personnel, supply, material, etc. All revenue collected by the assessor for providing such information shall be used solely to support, maintain, improve, and provide for the creation, retention, automation, and retrieval of assessor information.

The Assessor also maintains a list of transfers of any interest in property within the county which have occurred within the preceding two-year period. This list referred to as "market data" includes transferor and transferee, assessor parcel number, address of the sales property, date of transfer, date of recording and recording reference number, and if known by the assessor, the consideration paid for the property. As with property characteristics, this list is open to public inspection.

The Department provides this information to the general public (private citizens, companies, etc.) and government agencies. Private companies include Parcel Quest who purchases the data and repackages and sells it under its brand to its customers. Another company that purchases, repackages and sells information to its customers including some cities in Solano County, is HDL Coren and Cone. Both companies are charged the full fee set by the Board. Government agencies are purchasing the same or similar data and using it for their own purposes but their purchase price is substantially less and sometimes there is no

charge.

It has been a longstanding practice of the Department to waive most or all of the fees for our Solano County public agency partners who would otherwise be required to purchase the information. The Department waives fees for local agencies including the cities, the local fire districts, the Solano Irrigation District, and school districts. Generally, the waiver only applies to Solano County agencies; however, it has waived fees for agencies outside the county who have some jurisdiction in the County, including the Davis Joint Unified School District. Most waivers are of the cost per record which ranges from \$0.01 to \$0.15 per record (parcel), and not the flat fee. The parcel count ranges from a few thousand parcels up to 146,714 parcels (the current parcel count for the entire county). For example, the official roll consists of 146,714 parcels at a cost of \$0.01 per parcel would cost \$1,467.14 plus a flat fee of \$100.00. Should a local government agency request a waiver, the Department would waive the per parcel charge and charge only the flat fee of \$100.00.

The benefit to the Department is this practice promotes a positive working relationship with our partner public agencies. Furthermore, it is a good assumption that the County benefits from other agencies waiving fees for various records under the same notion of comity. In fact, MTC/ABAG has offered to share the results of the data and planning analysis with counties and jurisdictions to further planning efforts region-wide. Lastly, charging the full amount might incentivize public agencies to obtain the information from the Department as opposed to a private company. For instance, if we were to not waive fees for the information these agencies obtain, it is likely they would not purchase the data from this Department and instead purchase it from one of the private companies, which likely don't offer such an attractive waiver.

ALTERNATIVES:

The Board could choose not to approve the fee waiver requested by this recommendation and MTC/ABAG would have to pay the entire sum to obtain the data. The Board could alternatively waive a portion of the fee and MTC/ABAG would be required to pay the difference, should it still desire to purchase the data. This is not recommended for the reasons stated above.

Regarding the approval of the Department's long standing process of waiving fees for Solano County partner agencies, the Board could deny the Department's discretion to waive any fees or direct the Department to waive certain fees. This is not recommended for the reasons stated above.

OTHER AGENCY INVOLVEMENT:

The Department of Information Technology (SCIPS) and County Counsel were consulted in the preparation of this item.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



March 8, 2019

Solano County Board of Supervisors
675 Texas Street, Suite 6500
Fairfield, CA 94533

RE: Request for Fee Waiver for County Secured Roll and Property Characteristic Data

Solano County Board of Supervisors,

MTC/ABAG staff is requesting that the Solano County Board of Supervisors waive fees related to acquiring Secured Roll and Property Characteristic data. We appreciate the board's consideration of our request to waive the fees.

MTC is the Regional Transportation Planning Agency for the nine county Bay Area. ABAG is the Council of Governments for the nine county Bay Area. The consolidated staff to MTC and ABAG perform planning in support of the region's Sustainability Communities Strategy and in collaboration with county and city partners on key planning issues such as the housing crisis, climate change, and natural hazards.

Timely collection of the property value and characteristics data is key to upcoming housing and land use, energy analysis, hazards assessment, and travel modeling efforts. The data and planning analysis from the data will be shared, subject to any data privacy requirements, with counties and jurisdictions to further planning efforts region-wide. The fees, if not waived, would be cost prohibitive for MTC/ABAG to pay across each of the nine counties of the Bay Area.

Thank you for your time and consideration of this request.

Sincerely,

Alix Bockelman
Deputy Executive Director, Policy

MTC/ABAG Requested Fees to be Waived

Report #	Name	Parcels	Cost Per Record	Cost for Records	Flat Fee	Cost (calc)	Additional Information
SD110311	Official Roll	146,714	\$ 0.01	\$ 1,467.14	\$ 100.00	\$ 1,567.14	R&T 408-409
SD110815	Land Sales	16,330	\$ 0.15	\$ 2,449.50	\$ 85.00	\$ 2,534.50	R&T 408-409
SD110816	Commercial Sales	4,621	\$ 0.15	\$ 693.15	\$ 85.00	\$ 778.15	R&T 408-409
SD110817	Multi Sales	8,883	\$ 0.15	\$ 1,332.45	\$ 85.00	\$ 1,417.45	R&T 408-409
SD110818	Single Family Sales	181,156	\$ 0.15	\$ 27,173.40	\$ 85.00	\$ 27,258.40	R&T 408-409
SD117901	Property Characteristics	120,920	\$ 0.12	\$ 14,510.40	\$ 90.00	\$ 14,600.40	R&T 408-409, 408.3
Total						<u>\$ 48,156.04</u>	