

Solano County

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



Agenda - AMENDED

Tuesday, June 11, 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 [19-475](#) ***Conference with Real Property Negotiators: Property: APN: 0130-052-030, 1286 Callen Street, Vacaville; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Megan Greve, General Services Director; Negotiating parties: David Macko and Sharon Loveseth, Healthy Properties; Under negotiation: Price and terms***
- Conference with Real Property Negotiators: Property: APN: 0129-320-220, 1143 E. Monte Vista Avenue, Vacaville; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Megan Greve, General Services Director; Negotiating party: Steve Stram; Under negotiation: Price and terms***

Public Employee Appointment: Public Defender

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

ITEMS FROM THE PUBLIC

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

ADDITIONS TO OR DELETIONS FROM THE AGENDA

APPROVAL OF THE AGENDA

PUBLIC COMMENT ON CONSENT CALENDAR

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

APPROVAL OF THE CONSENT CALENDAR

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

CONSENT CALENDAR

GENERAL GOVERNMENT

Board of Supervisors:

- 2 [19-467](#) Authorize the County's contribution of \$2,500 from the General Fund contribution allocated to District 3 to benefit Child Haven Inc. (\$1,250) and Faith In Action (\$1,250)

County Administrator:

- 3 [19-449](#) Approve the Farmbudsman Program operating agreement between the County of Solano and Workforce Development Board/Solano Small Business Development Center for an amount not to exceed \$35,000 for the period of July 1, 2019 to June 30, 2020; and Authorize the County Administrator to execute the agreement

Attachments: [A - Contract](#)
 [B - Farmbudsman Program Background](#)

Auditor-Controller:

- 4 [19-421](#) Receive the Review of the Solano County Department of Health and Social Services' Contracts with Bay Area Community Services for the contract periods July 1, 2016 to June 30, 2018

Attachments: [A - BACS Contract Review Report](#)
 [B - H&SS Management Response](#)

General Services:

- 5 [19-452](#) Approve the Notice of Completion for Phase II for the Fouts Springs Youth Facility Decommissioning and Demolition Project located at 1333 Fouts Springs Road, Stonyford performed by Resource Environmental, Inc. of Long Beach; and Authorize the Clerk of the Board to record the executed Notice of Completion

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

- 6 [19-453](#) Approve the Notice of Completion for the Family Justice Center Heating, Ventilation and Air Conditioning (HVAC) Replacement Project located at 604 Empire Street in Fairfield constructed by Division 5-15, Inc. of Gold River; and Authorize the Clerk of the Board to record the executed Notice of Completion

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

- 7 [19-454](#) Approve the Notice of Completion for the Juvenile Detention Facility Roof Repair and Coating Project located at 740 Beck Avenue in Fairfield, constructed by Pioneer Contractors, Inc. of San Francisco; and Authorize the Clerk of the Board to record the executed Notice of Completion

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

CRIMINAL JUSTICEDistrict Attorney:

- 8 [19-446](#) Authorize the contribution of \$5,000 from the District Attorney's Federal Asset Forfeiture account to benefit The Leaven neighborhood program centers in Vacaville, Fairfield, and Suisun City; and Approve an Appropriation Transfer Request (ATR) in the amount of \$5,000 in the District Attorney Asset Forfeiture Division to recognize this expense, offset by \$5,000 in Federal Asset Forfeiture revenue (4/5 vote required)

Probation:

- 9 [19-455](#) Approve 14 Probation Department contracts and contract amendments totaling \$8,492,149, effective July 1, 2019; Delegate authority to the County Administrator to execute the contracts and amendments and any future amendments that remain within budgeted appropriations up to 20% of the total contract amount not to exceed \$75,000; Authorize the Chief of Probation to execute any amendments which are technical or administrative in nature; and Delegate authority to the County Administrator to authorize grant submissions in excess of \$75,000 in order to secure funding to maintain and/or restore service levels for existing programs and projects

Attachments: [A - Contracts and Amendments](#)
 [B - Links to Original Contracts and Amendments](#)

OTHERWorkforce Development Board:

- 10 [19-438](#) Approve the first amendment to extend the existing contract between the Workforce Development Board of Solano County and Racy Ming for regional training coordinator and regional organizer services to September 30, 2020 (total contract of \$164,500); and Authorize the Executive Director of the Workforce Development Board to sign the contract

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

- 11 [19-440](#) Approve the Workforce Development Board (WDB) of Solano required Application for Subsequent Local Area Designation and Local Board Recertification to the State of California for Program Year 2019-21

Attachments: [A - Local Board Recertification](#)

- 12 [19-442](#) Approve modifications to the North Bay Regional Workforce Plan

Attachments: [A - NBEC Regional Plan Modification](#)

MISCELLANEOUS ITEMS

District Attorney:

- 13 [19-445](#) Approve the reappointment of Lisette Estrella-Henderson as a member-at-large to the Solano Partnership Against Violence (SPAV) Advisory Board for a 3 year term to expire on June 11, 2022

Workforce Development Board:

- 14 [19-443](#) Approve the appointment of David Tam as the Wagner-Peyser Representative to the Workforce Development Board (WDB) of Solano County, for a term to expire on August 13, 2022, as required under the Workforce Innovation and Opportunity Act (WIOA)

Attachments: [A - Application and Letter of Recommendation](#)

REGULAR CALENDAR

Rescheduled Consent Items

Consider the following:

- A)
- B)
- C)

CRIMINAL JUSTICE

Probation:

- 15 [19-459](#) Receive a presentation from the Solano County Probation Department to include an overview of the Solano County Results First Initiative

Attachments: [A - Results First CCP Report](#)

[B - Program Inventory](#)

[C - Benefit Cost Results](#)

[D - Presentation](#)

GENERAL GOVERNMENTCounty Administrator:

- 16 [19-461](#) Receive the Human Services Needs Assessment Final Report; Consider implementing the recommendations in the report; Consider adopting two priority goals: 1) Increasing access to Solano County's mental health system of care and 2) Reducing homelessness; and Consider establishing a Community Investment Fund beginning July 1, 2020 by repurposing \$2 million in General Fund contributions to non-County agencies and providing a multi-pronged approach funding for legacy programs and deep investments for up to 3 years, and one-time investments

Attachments: [A - Link to Report](#)
 [B - Presentation](#)

Registrar of Voters:

- 17 [19-451](#) Receive a presentation on the selection, budget and plan for updating decertified voting equipment for the March 3, 2020 Primary election and beyond; Consider approving a 5 year contract with Hart InterCivic, Inc. to replace existing decertified voting equipment plus support services from June 2019 through June 2024, for an amount not to exceed \$2,288,361; and Authorize the County Administrator to execute the contract and any necessary contract amendments concerning terms and scope of services not to exceed 10% of the total contract amount

Attachments: [A - Presentation](#)
 [B - Contract](#)

Auditor-Controller:

- 18 [19-468](#) Receive a presentation on the Auditor-Controller's FY2019/20 proposed reorganization to address ongoing demands and future succession planning needs of the department

Attachments: [A - Current Organization](#)
 [B - Proposed Reorganization](#)
 [C - Presentation](#)

LAND USE/TRANSPORTATIONResource Management:

- 19 [19-422](#) Conduct a Noticed Public Hearing to adopt a resolution setting the Green Valley Open Space Maintenance District Assessment for FY2019/20; Approve the Engineer's Report; Confirm the Diagram and Assessment; and Order the Levy of Assessment for the Landscape and Lighting Maintenance Assessment District

Attachments: [A - Resolution](#)
 [B - Engineers Report](#)
 [C - SLT Land Conservation Report](#)

GENERAL GOVERNMENTCounty Administrator:

- 20 [19-472](#) Conduct a noticed public hearing on the amendment of the user fee schedule for Resource Management's Surveyor and County Engineering Division's Exhibit III-E; and Adopt a resolution to revise the fee schedule amending Exhibit III-E that establishes and modifies various fees, effective July 1, 2019

Attachments: [A - Proposed Amended Exhibit III - E and Resolution](#)
 [B - Exhibit III-E Approved 5-7-19](#)
 [C - Notice of Public Hearing](#)

RECESS

2:00 P.M.

CRIMINAL JUSTICESheriff's Office:

- 21 [19-471](#) Conduct a workshop to discuss the proposed strategic evolution of the Sheriff's Office to address trends, challenges and solutions to position the department for the future

Attachments: [A - Presentation](#)

Resource Management/County Administrator:

- 22 [19-426](#) ***Consider adopting a resolution in support of the United States Fish and Wildlife Service (Service) acquisition of a portion of the land for the San Pablo Bay Wildlife National Refuge (APN 0067-020-030), located at northeast corner of Highway 37 and Skaggs Island Road; and Direct County staff to work concurrently with the Service on the acquisition of 50 acres of said parcel, to be brought back to the Board for final action***

Attachments: [A - Location Map](#)
 [B - USFWS Request Letter](#)
 [C - Letter of Support Friends of San Pablo Bay](#)
 [D - Resolution](#)
 [E - Resolution Exhibit A](#)

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

*To the Board of Supervisors Budget Hearings beginning on June 18, 2019 at 9:00 A.M.,
Board Chambers, 675 Texas Street, Fairfield, CA*



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Agenda Submittal

Agenda #:	1	Status:	Closed Session
Type:	Closed Session	Department:	Human Resources
File #:	19-475	Contact:	Marc Fox, 784-2552
Agenda date:	06/11/2019	Final Action:	
Title:	<p>Conference with Real Property Negotiators: Property: APN: 0130-052-030, 1286 Callen Street, Vacaville; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Megan Greve, General Services Director; Negotiating parties: David Macko and Sharon Loveseth, Healthy Properties; Under negotiation: Price and terms</p> <p>Conference with Real Property Negotiators: Property: APN: 0129-320-220, 1143 E. Monte Vista Avenue, Vacaville; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Megan Greve, General Services Director; Negotiating party: Steve Stram; Under negotiation: Price and terms</p> <p>Public Employee Appointment: Public Defender</p>		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Memorandum		

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

CLOSED SESSION MEMO

- A. LICENSE/PERMIT DETERMINATION (GC § 54956.7)
 - a. Number of applicants:_____
- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (GC § 54956.8)
 - a. ***Property: APN: 0130-052-030, 1286 Callen Street, Vacaville; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Megan Greve, General Services Director; Negotiating parties: David Macko and Sharon Loveseth, Healthy Properties; Under negotiation: Price and terms***
 - b. ***Property: APN: 0129-320-220, 1143 E. Monte Vista Avenue, Vacaville; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Megan Greve, General Services Director; Negotiating party: Steve Stram; Under negotiation: Price and terms***
- C. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
 - a.
- D. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC § 54956.9)
 - a. Significant exposure to litigation pursuant to GC § 54956.9 (b):
 - b. Initiation of litigation pursuant to GC § 54956.9(c):
- E. LIABILITY CLAIMS-JOINT POWERS AUTHORITY (GC § 54956.95)
 - a. Claimant:_____
 - b. Agency against whom claim filed:_____
- F. THREAT TO PUBLIC SERVICES OR FACILITIES (GC § 54957)
 - a. Consultation with:_____
- G. PUBLIC EMPLOYEE APPOINTMENT
 - a. Title: Public Defender
- H. PUBLIC EMPLOYMENT (GC § 54957)
 - a. Title:
- I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC § 54957)
 - a. Title:
- J. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (GC § 54957)
 - a. No information required
- K. CONFERENCE WITH LABOR NEGOTIATORS (GC § 54957.6):
- L. CASE REVIEW/PLANNING (GC § 54957.8)
- M. REPORT INVOLVING TRADE SECRET (GC § 54962, etc.)
 - a. Estimated year of public disclosure:_____
- N. HEARINGS
 - a. Subject matter:_____
(nature of hearing, i.e. medical audit comm.,
quality assurance comm., etc.)



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Agenda Submittal

Agenda #:	2	Status:	Consent Calendar
Type:	Non-County Contributions	Department:	Board of Supervisors
File #:	19-467	Contact:	Jim Sperring, 784-6136
Agenda date:	06/25/2019	Final Action:	
Title:	Authorize the County's contribution of \$2,500 from the General Fund contribution allocated to District 3 to benefit Child Haven Inc. (\$1,250) and Faith In Action (\$1,250)		
Governing body:	Board of Supervisors		
District:	District 3		
Attachments:			

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

DEPARTMENTAL RECOMMENDATION:

Supervisor Jim Sperring requests that the Board authorize the County's contribution of \$2,500 from the General Fund contribution allocated to District 3 to benefit Child Haven Inc. (\$1,250) and Faith In Action (\$1,250).

SUMMARY/DISCUSSION:

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:

Child Haven - (\$1,250)

Child Haven, Inc, a non-profit 501(c)3 corporation, began providing services more than 30 years ago in Solano County. While the delivery of services changed slightly over the years, the mission has not. Child Haven programs provide intensive therapeutic mental health and developmental services for children and their families with the belief that early intervention, education, and targeted professional services help children heal and families grow.

Children served at Child Haven often suffer from severe neglect, have experienced the trauma of physical or sexual abuse and have been exposed to violence. More than 450 children, ages birth to 18, receive services at Child Haven each year.

Funds will be used for direct services to support Child Haven's Child Abuse Treatment program.

Faith In Action (\$1,250)

Faith in Action: Interfaith Volunteer Caregivers of Solano County promotes the independence, ends the isolation, and sustains the dignity of homebound frail elders, seniors with cancer and other chronic illnesses,

seniors with disabilities, the medically uninsured, and their family caregivers throughout Solano County. The organization provides non-acute, non-medical support services to enrolled care receivers by matching them with trained volunteers.

The program was formed in 1997; in 2000, the agency incorporated as a 501(c)(3) nonprofit. Over 500 seniors are enrolled in the various programs and are connected to approximately 150 volunteers.

The agency evolved out of a concern regarding the number of frail seniors and persons with chronic illnesses who lived alone and who were being discharged to their homes without any caregiver support. Many could no longer drive due to their age or illnesses, making it difficult to get to follow-up appointments and necessary treatment. The lack of transportation also proved to be a barrier in buying groceries or obtaining needed medications.

Volunteers are matched with care recipients in 1:1 relationships, providing connection to the community. This "service provision through relationship" model looks not only to assisting care recipients in maintaining their independence, while helping them to age in place, but also to the building up of sense of self and an increased quality of life.

Funding will be used to support Volunteer services.

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

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Agenda Submittal

Agenda #:	3	Status:	Consent Calendar
Type:	Contract	Department:	County Administrator
File #:	19-449	Contact:	Chris Rogers, 784-6100
Agenda date:	06/11/2019	Final Action:	
Title:	Approve the Farmbudsman Program operating agreement between the County of Solano and Workforce Development Board/Solano Small Business Development Center for an amount not to exceed \$35,000 for the period of July 1, 2019 to June 30, 2020; and Authorize the County Administrator to execute the agreement		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contract, B - Farmbudsman Program Background		

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

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors approve the Farmbudsman Program operating agreement between the County of Solano and Workforce Development Board/Solano Small Business Development Center (WDB/Solano SBDC) for an amount not to exceed \$35,000 for the period of July 1, 2019 to June 30, 2020; and Authorize the County Administrator to execute the agreement.

SUMMARY:

The purpose of the Solano County Farmbudsman Program is to provide consulting or training services to farmers, ranchers and agriculture-related businesses located in, or that will be located in Solano County, to facilitate and expedite the development of promising value-added agricultural projects, to provide regulatory support and advise in complying with the regulatory process, and includes activities related to preserving and enhancing agriculture as a viable industry for its cultural, environmental and economic benefit.

The County has contracted with the Small Business Development Center (SBDC) to administer the Farmbudsman Program since 2013. Solano SBDC's mission is to provide assistance to entrepreneurs in order to enhance the entrepreneur's business skills and to expand, enhance and/or maintain business operations. Since the Farmbudsman Program's inception, this model has provided an economic benefit to Solano County.

WDB/Solano SBDC seeks to continue to work with Solano County and to continue to administer the Farmbudsman Program.

FINANCIAL IMPACT:

The proposed operating agreement, for an amount not to exceed \$35,000, will be used to reimburse WDB/Solano SBDC for Farmbudsman services offered to clients to facilitate and expedite the development of promising value-added agricultural projects, to provide regulatory support and advise in complying with the regulatory process, and training programs in which clients are asked to participate. The agreement will fund a Farmbudsman position employed by WDB/Solano SBDC and allows for 16 hours of work per week at \$30/hour, and includes employer share of payroll taxes, \$780 for travel, and \$2,260 for program outreach. The Farmbudsman Program is funded primarily with County General Fund. The cost of the operating agreement is included in the Promotion Department's FY2019/20 Recommended Budget.

DISCUSSION:

The County has contracted with the Small Business Development Center since 2013 to administer the Farmbudsman program. Solano Community College first hosted the SBDC in Solano County, but ceased in June 2017. The County then entered into an agreement in July 2017 with Humboldt State University Sponsored Programs Foundation's Northern California (Norcal) SBDC, as a lead SBDC center hosted by Humboldt State University, assumed the administration of the SBDC in Solano County until a new agency could be located as a host.

In August 2018, Norcal SBDC released a solicitation seeking an eligible organization to host the SBDC in Solano County, and in December 2018, the Workforce Development Board (WDB) was awarded the contract. Four cities provided cash matches to support the project. The Solano SBDC office relocated to the WDB location in the Cordelia area on January 1, 2019, and the Farmbudsman position transitioned to the WDB as the new host agency for the Solano SBDC on January 24, 2019.

The primary objective of the Farmbudsman program is to facilitate and expedite the development of promising value-added agricultural projects. The Farmbudsman will meet quarterly with the Chair of the Board of Supervisors or the Board's designee, and with the Farmbudsman Program Committee. The Farmbudsman Program Committee, which provides oversight, will establish and evaluate annual target measures and standards to measure the success of the program. The Farmbudsman Program Committee includes the Agricultural Commissioner / Sealer of Weights and Measures, the Director of Resource Management, County Administrator's Office and a representative from WDB/Solano SBDC. Measures of success include interactions with clients, the volume of agricultural businesses with which the Farmbudsman interacts and increases in investment in agricultural businesses.

The agreement, consistent with the prior agreement, allows for 16 hours of work per week with the Farmbudsman position employed by Solano SBDC, and provides the Farmbudsman with a dedicated office, which allows for storage of Farmbudsman materials, a facility to host meetings/workshops, a strong internet signal/connection for consistent communication and occasional remote counseling services, and a computer. WDB/Solano SBDC will continue to provide financial status reports and performance reports on a quarterly basis. Differences from the prior agreement include the Ag Department assuming administration of the Solano Grown website and recording of minutes for the Agricultural Advisory Committee, which will allow the Farmbudsman more hours to focus on client interactions.

As in the prior agreement, the Farmbudsman will continue to provide administration services for the Solano Grown Program, a non-profit organization that was developed through Solano County's commitment to agricultural viability, and to assist with the content management of the Solano Grown website and to comply with the financial requirements to maintain the non-profit status.

Additionally, WDB/Solano SBDC uses state and federal funds, augmented by local match requirements, to assist entrepreneurs in enhancing/developing their business skills and to expand and/or maintain business operations. This agreement, to the extent permitted by state and federal guidelines, will enable the WDB/Solano SBDC to leverage funds provided by Solano for the Farmbudsman Program as local match

requirements. With more match funding, the Solano SBDC can also provide Farmbudsman clients additional counseling expertise from 13 expert advisors who specialize in areas such as access to capital, tech commercialization, bookkeeping, human resources, financial management and marketing.

ALTERNATIVES:

The Board could choose not to approve the operating agreement. This is not recommended as the agreement represents an opportunity to move forward on an initiative repeatedly identified as a strategy to enhance the agricultural industry in Solano County. The Board could suggest modifications to the agreement, which would require seeking the concurrence of WDB/Solano SBDC.

OTHER AGENCY INVOLVEMENT:

The Farmbudsman Program Committee, consisting of the Solano County Agricultural Commissioner, the Director of Resource Management, the County Administrator's Office and a representative from WDB/Solano SBDC have been consulted. On a quarterly basis, the Farmbudsman Program Committee meets with the Farmbudsman to review program activity and to assist the Farmbudsman in addressing client project objectives.

County Counsel has approved the agreement as to form.

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:

Workforce Development Board/Solano Small Business Development Center

CONTRACTOR'S NAME

BUSINESS FORM

2. The Term of this Contract is:
July 1, 2019 to June 30, 2020

3. The maximum amount of this Contract is:

\$35,000

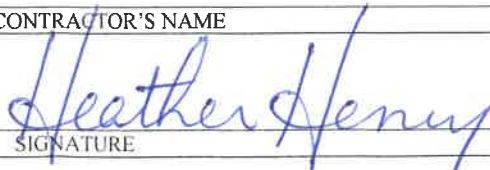
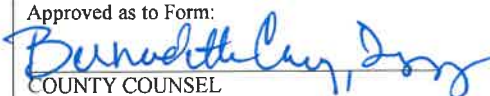
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on June 11, 2019.

CONTRACTOR	COUNTY OF SOLANO
Workforce Development Board/Solano Small Business Development Center	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE Birgitta E. Corsello, County Administrator
 SIGNATURE	TITLE 675 Texas Street, Suite 6500
Heather Henry, President/Executive Director	ADDRESS Fairfield, CA 94533
PRINTED NAME AND TITLE	CITY STATE ZIP CODE
320 Campus Lane	Approved as to Content:
ADDRESS	DEPARTMENT HEAD OR DESIGNEE
Fairfield, CA 94534	Approved as to Form:
CITY STATE ZIP CODE	 COUNTY COUNSEL

Rev. 3/11/19

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A **SCOPE OF WORK**

ARTICLE 1: TERMS AND DEFINITIONS

The following terms and definitions apply to this Agreement:

- 1.1 Client: The term “Client” is the person or entity receiving Farmbudsman services affecting agriculture-related businesses in Solano County.
- 1.2 Farmbudsman: The term “Farmbudsman” is the individual retained by the Workforce Development Board on behalf of Solano SBDC to provide agriculture ombudsman services to farmers, ranchers and agriculture-related businesses that are, or will be located, in Solano County.
- 1.3 Farmbudsman Services: The term “Farmbudsman Services” includes consulting or training services provided to farmers, ranchers and agriculture-related businesses located in, or that will be located in, Solano County to facilitate and expedite the development of promising value-added agricultural projects, to provide regulatory support and advise in complying with the regulatory process.. In addition, “Farmbudsman Services” includes activities related to preserving and enhancing agriculture as a viable industry for its cultural, environmental, and economic benefit.
- 1.4 WDB: “WDB,” or the Workforce Development Board of Solano County, means an organization that provides employment-related services for job seekers and businesses.
- 1.5 SBDC: “SBDC” means a program to provide assistance to existing small businesses and pre-venture entrepreneurs throughout a designated area.
- 1.6 Solano Grown Services: The term “Solano Grown” refers to a 501(C)(3) corporation. Solano Grown Services includes complying with all financial reporting requirements as required by law to maintain its non-profit status.
- 1.7 Ancillary Services: The term “Ancillary Services” is consulting or training services that are not directly related to assisting farmers, ranchers and agriculture-related businesses , including but not limited to business planning and developing financial projections, connections to financing options, marketing plans and other services offered by Workforce Development Board/Solano SBDC, subject to the requirements as prescribed by state and federal funding.
- 1.8 Farmbudsman Project: The term “Farmbudsman Project” is an interaction with a client that will consume more than two hours of consultant time to provide Farmbudsman Services and Ancillary Services.
- 1.9 Regulatory Agency: The term “Regulatory Agency” is a public agency that has the legal authority to regulate a component of an agriculture-related project.

ARTICLE 2: SCOPE OF SERVICES

- 2.1 General Expectations: The goal of Solano County is to preserve and enhance agriculture as a viable industry for its cultural, environmental, and economic benefit. The Farmbudsman Program’s objective is to facilitate and expedite the development of promising value-added

agricultural projects, to provide regulatory support and advise in complying with the regulatory process, and to support the County in maintaining a strong understanding of the agricultural community in the county.

2.2 Farmbudsman Requirements: The Farmbudsman will perform specific duties, including but not limited to:

2.2.1 Business Visits: Interacting with Solano's rural farming community (including farmers, ranchers, and agriculture-related businesses) and provide assistance on technical, regulatory, and governmental processes and issues that result in the development and delivery of agriculture-related projects that increase the value and contribution of agriculture in Solano County. The number of farm visits will be established as part of the annual activity targets. Of the visits to agriculture industries, the majority of the visits will be located in the unincorporated areas of Solano County.

2.2.2 Agriculture Liaison: Serving as a liaison and technical advisor to public bodies, planning officials, task forces, and law and code enforcement bodies on issues affecting the agricultural communities. As part of this responsibility, the Farmbudsman will meet a minimum of two times per year with staff from Resource Management's Planning, Building, and Environmental Health Divisions to discuss challenges to facilitating navigation of agriculture-related projects through these agencies. The Farmbudsman will also attend Agriculture Advisory Committee (AAC) meetings.

2.2.3 Agricultural Familiarity: The Farmbudsman will develop and maintain relationships with key industry groups and local government stakeholders in Solano County to ensure maintenance of knowledge of local agricultural trends and issues. Relationships will include the Solano County Farm Bureau, agricultural industry groups, Farmers' Market Associations, Sustainable Solano, University of California systems such as Cooperative Extension, Solano County Agricultural Advisory Committee, and applicable divisions within the Solano County Department of Resource Management, and applicable California departments. In addition, the Farmbudsman will maintain updated familiarity with studies and summits, codes and ordinances, and plans related to agriculture in Solano County.

2.2.4 Solano County Reviews: Meeting quarterly with the Farmbudsman Program Committee, in addition to the Chair of the Board of Supervisors or the Board's designee. Prior to these meetings, the Farmbudsman will submit quarterly performance reports to the Farmbudsman Program Committee. In addition, the Farmbudsman will provide an oral presentation each year to the Board of Supervisors that highlights the information contained in the quarterly reports, preferably at the beginning of each calendar year.

2.2.5 Solano Grown: Comply with all financial reporting requirements as required by law to maintain the non-profit status. Support Solano Grown by promoting cooperative branding and promotion of agriculture-related products and businesses. Additionally, the Farmbudsman is to provide content information assistance to the Agriculture Department, which maintains the Solano Grown website.

2.3 Farmbudsman Program Committee: The parties of this Agreement shall form a Farmbudsman Program Committee that meets at least quarterly to monitor the Farmbudsman Program and provide overall guidance to the Farmbudsman as follows:

2.3.1 Membership: Membership of this committee shall consist of the Solano County Administrator or designee, the Solano County Agricultural Commissioner or designee, the Solano County Director of Resource Management or designee, and the Solano Workforce Development President/Executive Director or designee. A quorum consists of at least two Solano County representatives and Solano Workforce Development Board.

- 2.4 Work Plan: The Farmbudsman Program Committee will establish annual activity targets designed to meet the goals, objectives and performance standards established for the Farmbudsman Program. Activity targets may be modified by consensus of the Farmbudsman Program Committee, and generally should include a set number of client interactions per month.
- 2.5 Program Administration: Workforce Development Board/Solano SBDC will be the administrator the Farmbudsman Program. Workforce Development Board/Solano SBDC will select the Farmbudsman, in consultation with, and at the concurrence of, the Farmbudsman Program Committee. Workforce Development Board/Solano SBDC shall be solely responsible for any contract and/or employment arrangement in furtherance of this Agreement.
- 2.5.1 Client Scopes of Work: For client interactions that develop into a Farmbudsman Project, the Farmbudsman, in consultation with the Solano SBDC Director, will develop a scope of work for the Farmbudsman and the client that: 1) defines the expectations of the project; 2) determines the types of services required; 3) anticipated timelines; 4) estimated billable hours; and 5) anticipated source of funding. The Solano SBDC Director will validate that there are sufficient resources to meet the expectations of the scope of work. Scopes of Work in excess of 14 billable hours per client for Farmbudsman Services require approval by the Farmbudsman Program Committee.
- 2.6 Performance Evaluation: The Farmbudsman Program Committee will evaluate the performance of the Farmbudsman program against goals, performance standards and objectives defined in the Work Plan. In the event the Farmbudsman is unable or unwilling to meet the expectations of the Farmbudsman Program Committee, if so directed by the Committee, the release of the Farmbudsman will be effectuated by Workforce Development Board/Solano SBDC in accordance with the terms of any applicable employment agreement for the Farmbudsman.
- 2.7 Reporting Requirements: Workforce Development Board/Solano SBDC will provide financial status reports and performance reports on a quarterly basis (July – September, October – December, January – March, and April – June) and an annual report, 30 days after the end of each quarter and fiscal year. The financial status reports will be submitted in a format acceptable to the Solano County Auditor-Controller. At a minimum, the performance information provided by Workforce Development Board/Solano SBDC should include:
- List of clients served by the program;
 - Activities in which the client participated;
 - Funding source used to provide the services;
 - Type of project the client activity supported;
 - Outcomes of the interaction with the client;
 - Licenses, permits and registrations that were facilitated to obtain; and
 - Other data to demonstrate the effectiveness of the Farmbudsman Program.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

ARTICLE 1: COMPENSATION

- 1.1 County of Solano Funding: Solano County shall pay Workforce Development Board/Solano SBDC an amount not to exceed \$35,000 annually to reimburse Workforce Development Board/Solano SBDC for services provided under this Agreement based on the budget (Exhibit B-1) which includes all salaries, employer share of payroll taxes, and approved overhead costs. Workforce Development Board/Solano SBDC will be responsible for invoicing Solano County on a monthly basis for services provided during the previous month under this Agreement and upon approval of Solano County's representative, Solano County shall pay Workforce Development Board/Solano SBDC.
- 1.2 Grants: Solano County and Workforce Development Board/Solano SBDC are encouraged to seek grants and other funding sources to provide additional resources for the Farmbudsman Program. If other funding is acquired, the use of that funding may add to Solano County funding identified in Section 1.1.
- 1.3 Additional Funding: Workforce Development Board/Solano SBDC shall seek to leverage the dollars provided by Solano County, pursuant to Sections 1.1 and 1.2 above, to the greatest extent possible in accordance with federal and state guidelines. When applicable, Workforce Development Board/Solano SBDC will seek to utilize other available funding sources to provide Farmbudsman services and reserve Solano County as the funder of last resort. All funds will be appropriated as follows:
- 1.3.1 General Administration: Workforce Development Board/Solano SBDC shall receive reimbursement of General Administration costs related to the delivery of services under this Agreement. Total reimbursement shall not exceed 10% of the approved services reimbursed under this Agreement as specified in Exhibit B-1.
- 1.3.2 Client Fees: Workforce Development Board/Solano SBDC may collect client fees for activities to providing Farmbudsman services as established in the Annual Work Plan and consistent with nominal fees as permitted by other business assistance programs provided by Workforce Development Board/Solano SBDC.
- 1.3.3 Farmbudsman Services: Farmbudsman Services are reimbursed under this Agreement.
- 1.3.4 Ancillary Services: In the course of providing Farmbudsman Services, Workforce Development Board/Solano SBDC may discover that the client may require or benefit from Ancillary Services. To the extent possible in accordance with federal and state guidelines, Workforce Development Board/Solano SBDC is encouraged to avail clients of these services. Ancillary Services are not reimbursed under this Agreement.

ARTICLE 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.

FARMBUDSMAN BUDGET – FY2019/20

BUDGET SUMMARY (Cost Categories)	COST
Personnel	
Farmbudsman Salary (\$30/hr x 16hrs/week x 52 weeks)	\$24,960
Employer share of payroll taxes	\$3,500
SUBTOTAL PERSONNEL:	\$28,460
Programmatic Costs	
In-State Travel (\$65/mo x 12 months)	\$780
Outreach	\$2,260
SUBTOTAL PROGRAMMATIC COSTS:	\$3,040
Administration	
Administrative Costs: 10% of total contract amount	\$3,500
SUBTOTAL ADMINISTRATION:	\$3,500
CONTRACT TOTAL:	\$35,000

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.) | \$2,000,000 | 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 any protected class; (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 nor has been 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 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.

Background on Farmbudsman Program

The Farmbudsman program was officially launched in April 2013 to serve Solano and Yolo counties by assisting farmers, ranchers and agriculture-related businesses with various permitting processes, including assisting with agricultural permitting and standards as required by regulatory agencies. Both counties entered into an operating agreement with Solano Community College Small Business Development Center to administer the program. On July 1, 2016, Yolo County notified Solano County that they would be withdrawing from the joint county program; however, Solano Community College Small Business Development Center continued to administer the program for Solano County. On June 30, 2017, Solano Community College announced that they would no longer be hosting the Small Business Development Center. With no host agency in Solano County, Humboldt State University Sponsored Programs Foundation's Northern California (Norcal) SBDC, as a lead SBDC center, contracted with Solano County to administer the program beginning July 2017 and until a new host agency was found. Currently, In January 2019, Solano SBDC transitioned from being administered by Norcal SBDC to the new Solano SBDC host agency, the Workforce Development Board of Solano County.

The roots of an agricultural ombudsman concept can be traced back several years, including the incorporation of the position into the General Plans adopted by Solano County in 2008 and Yolo County in 2009. The Solano and Yolo Counties Economic Summit held in November 2011 was the impetus to bring the Farmbudsman program to fruition. Summit attendees identified the establishment of an agricultural ombudsman, aka Farmbudsman, as a key opportunity to enhance the value of agriculture within the two counties, and decrease actual and perceived regulatory obstacles on agriculture-related businesses seeking to expand, enhance and/or maintain their operations.

On January 24, 2012, presentations were made to the respective meetings of the Solano County Board of Supervisors and Yolo County Board of Supervisors on the outcome of the Joint Economic Summit. Both Boards concurred with the concept of developing a public-private partnership to facilitate the establishment of an agricultural ombudsman program to serve existing and future agriculture-related businesses in both counties.

Between July 26, 2010, and June 21, 2012, the Yolo Agriculture and Food Alliance hosted a series of study sessions with interested stakeholders from the agriculture communities in Solano and Yolo counties, including representatives from the Farm Bureaus of the respective counties, to facilitate the development of the desired attributes of a Farmbudsman program and the public-private partnership to support the Farmbudsman program. Ultimately, it was determined that partnering with SBDC could leverage federal, state and local resources for the Farmbudsman program. In addition to providing Farmbudsman-related services, the SBDC can provide resources that will enhance the agriculture entrepreneur's business skills and to expand, enhance and/or maintain business operations.

On January 15, 2013, the boards of supervisors in Solano and Yolo counties adopted a joint operating agreement with the Solano Community College Small Business Development Center to establish a Farmbudsman program that served both jurisdictions. Solano Community College SBDC administered the program through June 30, 2017, until they notified Solano County that they would no longer host the SBDC. On July 1, 2017, Solano County entered into an operating agreement with Humboldt State University Sponsored Programs Foundation's Northern

California Small Business Development Center (Norcal SBDC), a lead SBDC center, to administer the program until a new SBDC host in Solano County could be found.

In June 2017, Norcal SBDC issued a request for proposals (RFP) seeking eligible organizations able to provide quality small business assistance services in Solano County following Solano Community College's decision to no longer host a SBDC. Two proposals were submitted in response to the RFP; however, neither submittal met the RFP stated requirements.

In August 2018, Norcal SBDC released a new solicitation seeking an eligible organization to host the SBDC in Solano County, and in December 2018, the Solano Workforce Development Board (WDB) was awarded the contract, and the Farmbudsman program administration transitioned to WDB as the new host agency for the Solano SBDC in January 2019.

Additionally, in FY2018/19, Norcal SBDC proposed a change to the operations of the Farmbudsman program to provide increased resources for the Farmbudsman, while also allowing the SBDC to leverage additional match funding. In 2017, the federal reporting requirement for the SBDC changed and less of the Farmbudsman activities were allowable expenses, and therefore, not payable to the Farmbudsman. The agreement for the administration and operations of the Farmbudsman program was modified and the Farmbudsman became an employee of the SBDC host agency, which provided a greater opportunity for increased economic impacts as more of the activities and time spent by the Farmbudsman on providing assistance is now allowable expenses. Solano SBDC also provides the Farmbudsman with a dedicated office, which allows for storage of Farmbudsman materials, a facility to host meetings/workshops, a strong internet signal/connection for consistent communication and occasional remote counseling services, and a computer.



Solano County

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Fairfield, California 94533
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Agenda Submittal

Agenda #:	4	Status:	Consent Calendar
Type:	Report	Department:	Auditor-Controller
File #:	19-421	Contact:	Phyllis S. Taynton, 784-6288
Agenda date:	06/11/2019	Final Action:	
Title:	Receive the Review of the Solano County Department of Health and Social Services' Contracts with Bay Area Community Services for the contract periods July 1, 2016 to June 30, 2018		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - BACS Contract Review Report, B - H&SS Management Response		

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 receive the Review of the Solano County Department of Health and Social Services' Contracts with Bay Area Community Services for the contract periods July 1, 2016 to June 30, 2018.

SUMMARY AND DISCUSSION:

At the request of the Department of Health and Social Services (H&SS) and pursuant to the ACO's Internal Audit Division (IAD) FY2018/19 audit plan, the IAD reviewed the five (5) H&SS service contracts with BACS for fiscal years 2016/17 and 2017/18. The objectives of the review were to determine the propriety of costs incurred by BACS and reimbursed to BACS, and BACS' compliance with the fiscal contractual terms and conditions. Our review did not include assessment of the program's effectiveness in providing the contracted services.

On August 1, 2014, H&SS entered into the first of the five contracts with BACS to provide after-care services such as peer support, individual and group rehabilitation, therapy, linkage, and respite care for adults ages 18 and over who have suffered an acute crisis that resulted in inpatient hospitalization and/or accessed crisis services through the Crisis Stabilization Unit or local emergency rooms. The other four service contracts are for operating transitional housing, providing overnight respite care, operating crisis residential treatment facility and providing supported housing services.

Based upon our review, we identified opportunities for improvement within BACS's various reimbursement processes, and its compliance with certain contractual requirements. The areas we identified include the following:

1. Errors in the calculation of indirect cost rate.

2. Inappropriate or questionable program expenses.
3. Payment was not recouped for services provided to client who did not have authorized treatment plan when the services were rendered.

FINANCIAL IMPACT:

The acceptance of the report has no financial impact. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

The Department of Health and Social Services and BACS have reviewed and accepted the report. H&SS and BACS' responses are included.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**County of Solano
Office of the Auditor-Controller**



**Review of the
Solano County Department of Health and Social Services'
Contracts with Bay Area Community Services
For the Contract Periods July 1, 2016 to June 30, 2018**

February 8, 2019

**Auditor-Controller: Phyllis Taynton, CPA
Auditor: Jasmine Herber, CPA**

Report No. 2019_06

**Review of the Solano County Department of Health and Social Services’
Contracts with Bay Area Community Services
For the Contract Periods July 1, 2016 to June 30, 2018**

Table of Contents

	<i>Page</i>
Introduction.....	2
Background.....	2
Objective	3
Scope and Methodology	4
Conclusion	4
Findings and Recommendations	5
A. Indirect cost rate	5
B. Program expenses.....	6
C. Authorization of Services	9

INTRODUCTION

At the request of the Department of Health and Social Services (H&SS) and pursuant to the fiscal year 2018/19 audit plan, we reviewed the H&SS five (5) service contracts with *Bay Area Community Services (BACS)* for fiscal years 2016/17 and 2017/18. We conducted our review in accordance with the auditing standards generally accepted in the United States of America as developed by the American Institute of Certified Public Accountants and the *International Standards for the Professional Practice of Internal Auditing* as developed by the Institute of Internal Auditors.

BACKGROUND

BACS is a not-for-profit organization providing mental health and social services to youth, adults, older adults, and their families. Headquartered in Oakland, California, *BACS* has been serving the San Francisco Bay Area for over 65 years. *BACS*' mission is to uplift under-served individuals and their families by doing whatever it takes. *BACS* services include helping individuals and their families learn about their mental health issues and creating personal wellness plans to help them manage their symptoms and maximize their quality of life; performing homeless outreach; helping elders remain in their homes; and empowering youth to recover from substance abuse.

The first service contract was entered into on August 1, 2014. For FY 2016/17 and 2017/18, *BACS* has five (5) service contracts with H&SS (see Table 1 below).

Table 1: H&SS Contracts with *BACS*

Contract #	Contract Name	Term	Contract Amount
03587-15	Preventing Engagement Program (PEP)	08/01/2014 to 06/30/2017	\$ 3,186,384
03587-18	Preventing Engagement Program (PEP)	07/01/2017 to 06/30/2018	\$ 849,361
03763-18	Respite	07/01/2017 to 06/30/2018	\$ 350,000
03762-18	Transitional Housing	07/01/2017 to 06/30/2018	\$ 203,323
03674-16	Crisis Residential Treatment (CRT)	12/01/2015 to 06/30/2017	\$ 1,843,075
03674-18	Crisis Residential Treatment (CRT)	07/01/2017 to 06/30/2018	\$ 1,251,913
03694-16	Solano Housing Advocacy, Permanency, and Engagement (SHAPE)	02/01/2016 to 06/30/2018	\$ 699,825

PEP is a relapse prevention program serving adults ages 18 and over diagnosed with a serious mental illness that have recently been discharged from an inpatient facility or the Crisis Stabilization Unit (CSU), who are at high risk for repeat hospitalization and/or high-utilizers of the CSU, and who are not connected to intensive treatment providers under the Mental Health Plan¹. Services include linkage, brief treatment, peer support, and assistance with housing and other social services as needed.

¹ Mental Health Plan is responsible for providing or arranging for the provision of *Specialty Mental Health Services (SMHS)* to *Medi-Cal* beneficiaries. SMHS means the beneficiary's condition is severe enough for him/her to require the services of a mental health specialist.

During the contract period from 08/01/2014 to 06/30/2017, *PEP* contract also provided overnight respite care for eligible adults with serious mental illness². *PEP* program site is located at a rented office in Vallejo. On July 1, 2017, *PEP*, *Respite*, and *Transitional Housing* contracts were separated into three (3) contracts.

Respite contract provides overnight respite care to individuals who would benefit from 24/7 monitoring and support but do not qualify for a Crisis Residential Treatment program or placement in an inpatient facility following presentation to the CSU or as determined by a mental health treatment provider. *BACS* maintains 4 beds for respite housing at the Fairfield site.

Transitional Housing contract requires *BACS* to maintain 14 beds/slots for transitional housing for a period not to exceed 1 year, at the Fairfield site. *BACS* started to provide services under the *Transitional Housing* contract on July 1, 2018.

PEP, *Respite* and *Transitional Housing* contracts are fixed budget contracts. This means *BACS* may seek reimbursement for its operating expenses up to the contract amount and subject to County's approval.

CRT contract requires *BACS* to establish and operate a crisis residential treatment facility for adults ages 18 and over diagnosed with a serious mental illness that are experiencing an acute crisis but do not meet the criteria for placement in an inpatient facility. The *CRT* facility is located in Vallejo and started operations in June 2017.

SHAPE contract requires *BACS* to provide supported housing services such as case management, brokerage, and rehabilitation to adults living with severe and persistent mental illness who require support to access and maintain housing in the community. The services are provided at a rented office space in Vallejo³.

CRT and *SHAPE* contracts are fee for service contracts. *BACS* is compensated based on the actual number of clients authorized by the County and served by *BACS*, and the actual number of service units provided to each client, using the rates set forth in the contract up to the contract amount.

OBJECTIVE

The objectives of our review were to determine the propriety of costs incurred by *BACS* and reimbursed to *BACS*, and *BACS*' compliance with the fiscal contractual terms and conditions.

² Services were provided at a facility in Fairfield. The Fairfield facility eventually became the site for the *Respite* and *Transitional Housing* contracts effective July 1, 2018.

³ Same location with *PEP* contract.

SCOPE AND METHODOLOGY

The scope of our review included reimbursed service costs from July 1, 2016 to June 30, 2018. To achieve our objective, we reviewed internal controls over the accounting and recording of contracted services and claims for reimbursement and performed the following:

- Inquiries to *BACS* and H&SS, including executive management and staff.
- Review of policies and procedures, forms, and reports.
- Test of transactions, including the verification of supporting documentation to ensure costs were allowable and incurred within the contract period.
- Compliance tests with the fiscal terms of the contract.

Our review did not include an assessment of the program's effectiveness in providing the contracted services.

Our consideration of the Contractor's internal control structure was limited to gaining an understanding of the internal controls as they relate to the services defined in the contract. We relied primarily on detailed testing procedures to substantiate the propriety of expenses for compliance with fiscal contract terms.

CONCLUSION

Based upon our review, we identified opportunities for improvement within *BACS*' various reimbursement processes and its compliance with certain contractual requirements. The areas identified include the following:

- A. Indirect cost rate
- B. Program expenses
- C. Authorization of services

The following pages provide a detailed description of our findings and the related recommendations. The findings and the related recommendations should assist the parties in improving the adequacy of internal controls and the related fiscal and administrative procedures for administering this contract.

The Internal Audit Division thanks the Department of Health and Social Services and *BACS* for their time, assistance, and cooperation during our review.

FINDINGS AND RECOMMENDATIONS

A. Indirect cost rate

H&SS contract with *BACS* allows *BACS* to claim reimbursement for indirect costs incurred by *PEP*, *Respite* and *Transitional Housing* programs. The rate is a negotiated rate based from *BACS* previous fiscal year audited financial statement⁴.

We reviewed *BACS* determination of the indirect cost rates for FY 2017/18 and 2016/17 and we noted the following issues:

1. There was a mathematical error in the calculation of the indirect cost rate for FY 2016/17. The indirect cost rate from the schedule provided by *BACS* was 12.96%. However, our review disclosed the rate should be 10.46%. During FY 2016/17, the Budget Detail and Payment Provisions section of the *PEP* contract was amended twice. Two different indirect cost rates were used. *BACS* claimed indirect cost rate of 9.31% from the *PEP* contract for the period July 2016 through March 2017, and 12.96% for the period April through June 2017. Since a lower rate was used for the majority of the fiscal year, the difference between the indirect cost claimed and the recalculated claim resulted in an underpayment of approximately \$3,060⁵ to *BACS*.
2. *BACS* included Bad Debts expense in determining the indirect cost rate for FY 2017/18. *BACS* used the previous year's indirect cost rate of 12.96% for its claims for the period July 2017 through February 2018 and 10.53% for the period March through June 2018. We noted errors in the calculation of both rates. Based upon our verification, the rate for FY 2017/18 should be 8.60%. The error resulted in overpayments to *BACS* of approximately \$12,950 for the *PEP* contract and \$6,400 for the *Respite* contract⁶.

Indirect costs are shared costs that cannot be directly assigned to a particular activity, but are necessary to the operation of the organization and the performance of the program. The costs of operating and maintaining facilities and administrative salaries are examples of indirect costs.

H&SS relied on *BACS* calculation of indirect cost rates as the above rates were disclosed on *BACS* audited financial statements for fiscal years ending June 30, 2016 and 2017. The errors resulted in an overpayment to *BACS* of approximately \$12,950 and \$6,400 for the *PEP* and *Respite* contracts, respectively, during FY 2017/18, and an underpayment of approximately \$3,060 during FY 2016/17 for a net overpayment of \$16,290.

Recommendations:

1. Work with *BACS* to identify and recover overpayment.

⁴ *BACS* does not have a federally negotiated rate and does not use the 10% de minimis rate.

⁵ Assuming 10.46% was used for the entire FY.

⁶ Assuming 8.60% was used for the entire FY.

2. Require *BACS* to provide H&SS with correct indirect cost including adequate documentation to support the calculation.

H&SS response:

See Attachment A

BACS response:

The indirect cost rate for FY 16/17 was incorrect due to miscalculation. The rate calculated at 12.96% should have been 10.46%. Based on Auditor's findings, \$3,060 is due to *BACS* due to a lesser rate charged for the majority of fiscal year.

The indirect cost rate for FY17/18 was also miscalculated as Bad Debt expense was figured in the calculation. The indirect costs collected for the year were calculated at 10.53%. After adjusting for the Bad Debt expense, the rate was calculated at 8.60%. Since the fiscal year was closed, based on GAAP and procedure, we adjusted FY18/19 which resulted in the very low rate of 6.77%. Therefore, this year that bad debt expense has been adjusted out and accounted for. We are requesting waiver of the \$19,350 charge to *BACS* as the adjustment in FY18/19 indirect costs satisfies the overpayment in FY17/18. All indirect cost calculations were previously sent to the auditor.

B. Program expenses

We sampled personnel records, timesheets, invoices, and cost allocation for the period from July 1, 2016 to June 30, 2018. Based on our review, we noted the following inappropriate or questionable expenses.

1. *BACS* submitted a claim under *PEP* contract for reimbursement of several pieces of furniture purchased from *Crate and Barrel* amounting to \$13,345. H&SS paid the claim. According to 2 *CFR* 200.404, a cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The furniture from *Crate and Barrel* does not meet the requirement of a reasonable costs since lower priced furniture can be purchased at another store. As such, the expenses are questionable.
2. *BACS* submitted a claim for \$4,318 to *PEP* contract under telephone and communication for advertising costs of recruitment of personnel. There is no line item for advertising in the Budget Detail and Payment Provisions section of the contract. H&SS paid the claim. Since payment of advertising costs is not included in the contract, this expense is not allowed.
3. *BACS* charged the *PEP* contract for the employer contribution to the *BACS* 403(b) retirement plan at a rate higher than the FTE allowed in the contract. *BACS* claimed 100% employer contribution for the Chief Clinical Strategy Officer and 50% employer contribution for the Director of Programs instead of allocating the employer contribution to the FTE allowed in the contract.

Exhibit B-1-5 of the *PEP* contract allows *BACS* to claim 5% FTE for the salaries and benefits of the Chief Clinical Strategy Officer and 5% FTE for the salaries and benefits of the Director

of Programs. H&SS staff did not verify the computation of the 403 (b) employer contribution. As a result, H&SS overpaid *BACS* \$3,361 during FY 2016/17 and \$2,850 during FY 2017/18.

4. *BACS* submitted a claim for \$32,972 for installation of laminate flooring at the Transitional Housing facility⁷. We did not find documentation of prior written approval from H&SS for this expense.

2 CFR 200.439 (3) requires capital expenditure for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with prior written approval of the Federal awarding agency, or pass-through entity. H&SS does not have a process to formally document prior approval of capital expenditures and major purchases.

5. *BACS* submitted claims to the wrong contract and H&SS paid the claims. Details are as follows:
 - Our review disclosed three (3) *BACS* employees provided services to clients of *SHAPE* and *PEP* contracts on August 2016 and April 2017 but did not deduct the hours spent on providing services to *SHAPE* contract clients on the vendor claim submitted for the *PEP* contract. Additionally, *SHAPE* contract was also billed for the same hours. This resulted in an overpayment from the *PEP* contract of \$7,591.
 - Our review of employee timesheets for August 2016 disclosed *BACS* employee worked 40.25 hours on the *Mentally Ill Offender Crime Reduction (MIOCR)* Program but charged the hours to the *PEP* contract. *MIOCR* is *BACS* contract with the Sheriff's Office. The dollar amount of the hours incorrectly charged to the *PEP* contract was \$1,207.
 - A vendor claim for the *Respite* contract for May 2018 included a claim for payment of pieces of furniture for the *Transitional Housing* amounting to \$5,482. This amount should have been claimed under the *Transitional Housing* contract however, due to H&SS staff oversight, the claim was paid out of the *Respite* contract. The amount was eventually recovered when the June 2018 vendor claim was paid.
 - *BACS* charged the insurance amortization for the *CRT* to the *Respite* contract. The monthly insurance amortization for the *Respite* contract is \$66.88; however, *BACS* claimed \$111.61 per month. This amount represents the insurance amortization for the *CRT* contract. The *CRT* contract is a fee for service contract and as such, reimbursements for operation expenses is not allowed. H&SS overpaid \$536.70 to *BACS*.
6. We found an error in the calculation of the annual depreciation for the property where *Respite* and *Transitional Housing* contracts provide services. The purchase price of land was included in determining the annual depreciation.

⁷ Flooring was for seven (7) apartment units.

Land has no definitive useful life and as such, is not depreciated. When an entity purchases land that has building on it, the cost must be allocated between the building and the land. The building is depreciated but not the land.

During contract negotiations, *BACS* and H&SS staff erroneously included land in determining the annual depreciation. The annual budget for depreciation in the *Respite* and *Transitional Housing* contracts is overstated by \$520. For FY 2017/18, *BACS* claimed annual depreciation of \$2,090 for the *Respite* contract instead of \$1,991 resulting in an overstated claim of \$99. There was no claim for depreciation for the *Transitional Housing* contract during FY 2017/18.

Recommendations:

1. Require *BACS* to obtain prior written approval for major purchases and to comply with the requirements of the cost principles. Prior written approval should be properly documented.
2. Require *BACS* to revisit allowable expenses as stated in 2 CFR 200. In addition, review the detail of the expenses to ensure the charges are allowable, charged to the correct contract, and within the specified budget line items prior to submitting the vendor claim for reimbursement.
3. Work with *BACS* to resolve the identified unallowable expenditures.
4. Modify the budget for depreciation to exclude land.

H&SS response:

See Attachment A

BACS response:

BACS disputes the finding that the *Crate and Barrel* furniture purchase was unreasonable. BACS purchases quality furniture that meets the health and safety needs of a very challenging population so that must be taken in to account when thinking about who a 'prudent person' is – prudence is defined based on the situational aspects too. A homeless, mentally ill population will have a different level of wear and tear than a person without those challenges. Would Solano County rather us purchase Walmart furniture, made of particular board, that has to be assembled by a paid staff person, that will break once a month? Or would Solano County rather us purchase high quality furniture with elements and materials that will not need to be replaced? Those questions define prudence. Further, Solano County was well aware of the *Crate and Barrel* purchases at the time and provided feedback that next time we may want to choose another vendor.

BACS disputes this finding as recruitment is an allowable expense. Please create a more transparent process of how to adjust budgeted line items.

BACS does not dispute the finding regarding the 403(b) retirement payment. H&SS overpaid *BACS* \$3,361 during FY 2016/17 and \$2,850 during FY 2017. Repayment should be \$ 6,211.

The County expressly agreed that it would not seek reimbursement for the payment to BACS for flooring installed at the Transitional Housing Facility at Travis Street.

BACS does not dispute the findings in section (5) above. We note that the vendor claim related to the *Respite* program has been resolved.

We agree that land should not be included in depreciation but do not agree that BACS and H&SS staff erroneously included land in determining depreciation.

C. Authorization of Services

1. The *SHAPE* contract charges based on the actual number of service units provided to each client, using the rates set forth in the contract up to the contract amount.

During our review of vendor claims, we noted H&SS approved payment amounting to \$715.41 to *BACS* for services provided to one client of *SHAPE* contract who did not have authorized treatment plan at the time the services were rendered and amount was not recouped.

BACS's invoice submitted to H&SS contain only the summary of services provided and the corresponding fee/fees. H&SS staff did not reconcile services to the treatment plan. As a result, H&SS did not recoup the payment for services not covered by an authorized treatment plan.

Recommendations:

1. Seek to recover the payment made to *BACS*.
2. Require *BACS* to review the detail of services provided in the fee for service contracts to ensure all clients have the appropriate authorization prior to billing the County.

H&SS response:

See Attachment A

BACS response:

BACS requested more detail for which we received via email on May 14, 2019. Under Authorization of Services, the audit noted that \$715.41 was approved for payment to BACS for services to a client who did not have an authorized treatment plan at the time of services. Upon review of the detail, BACS disagrees that \$245.34 should be recouped because that amount was billed for assessment and plan development codes which are unplanned services under Medi-Cal rules and do not require a treatment plan in place. The remaining amount BACS does not dispute should not have been billed without a treatment plan in place. There have been chronic challenges receiving treatment plans from the County clinics which is not conducive to receiving authorized services for Solano County constituents who need care.

DEPARTMENT OF HEALTH & SOCIAL SERVICES

GERALD HUBER
Director
grhuber@solanocounty.com
(707) 784-8400



**SOLANO
COUNTY**


275 Beck Avenue, MS 5-200
Fairfield, CA 94533
(707) 784-8400
Fax (707) 421-3207

www.solanocounty.com

MEMORANDUM

TO: Phyllis Taynton, CPA
Auditor Controller

Jasmine Herber, CPA
Auditor Controller's Office – Internal Audit Division

FROM: Gerald Huber, Director 
Health & Social Services Department

DATE: May 8, 2019

SUBJECT: Bay Area Community Services Audit – H&SS Management's Response

Below are our responses to the findings resulting from the audit of the five Bay Area Community Services contracts with H&SS for the fiscal years 2016/17 and 2017/18.

INDIRECT COST RATE

1. Work with BACS to identify and recover overpayment.

H&SS proposes the corrections to the indirect cost rate be done prospectively.

As part of the contract negotiation process, H&SS reviewed the indirect cost rate proposed by the contractor for reasonableness. The final negotiated indirect rate in the original contract was based on the percentage as reported in the notes section of the most recent audited financial statements available at the time. During contract negotiations, H&SS found it reasonable to rely upon this rate as BACS had received an unqualified opinion (clean opinion) for that year and for subsequent years. During the term of a contract, it is not normal practice for H&SS to revisit and revise a vendor's indirect rate. Contract language requires vendors to claim based on expenses actually occurred, so the indirect rate should be invoiced on actuals, not budgeted rates unless a 10% de minimus rate is used. If an amendment to a contract occurs, the indirect rate may be changed at that time and applied prospectively.

2. Require BACS to provide H&SS with correct indirect cost including adequate documentation to support the calculation.

H&SS agrees with this recommendation.

PROGRAM EXPENSES

1. Require BACS to obtain prior written approval for major purchases and to comply with the requirements of the cost principles. Prior written approval should be properly documented.

H&SS agrees with this recommendation.

H&SS contracted with BACS to provide needed services of respite care and transitional housing to prevent homelessness for Solano consumers with serious mental illness (SMI). To provide these services, BACS purchased an existing property which needed both repairs and renovations. The purchase of furniture and the renovation of the flooring in the building units were two of many items needed to make the program operational. BACS' philosophy for these types of programs is to make the setting more welcoming than institutional. In line with their philosophy, BACS purchased furniture from Crate and Barrel. During the H&SS vendor claim review and approval process, this purchase, the flooring, and other questionable items were initially disallowed. H&SS engaged BACS in discussions regarding both the furniture purchases as well as the flooring. As these items were already purchased and to prevent further delays in serving homeless clients, H&SS negotiated and agreed to reimburse BACS for a portion of these expenditures. H&SS has communicated with BACS that prior approval for purchases over \$1,500 are required per the contract language in Exhibit B.

2. Require BACS to revisit allowable expenses as stated in 2 CFR 200. In addition, review the detail of the expenses to ensure the charges are allowable, charged to the correct contract, and within the specified budget line items prior to submitting the vendor claim for reimbursement.

H&SS agrees with this recommendation.

Due to the extensive amount of staff time that would be required to review every expense for every contract in H&SS, H&SS' review of vendor claims includes a test of various expenses on the claim as well as a high level review for reasonableness of charges. When errors or questions arise regarding expenses, H&SS immediately contacts the vendors to obtain clarification or obtain more documentation to support the expenses. This process was followed for these agreements and several conversations occurred between BACS and H&SS on questionable items, especially as the respite and housing programs were being implemented. H&SS continues to work closely with BACS when questions arise. The number of vendor claim disallowances and/or questions has gone down compared to when these contracts were in their early stages of implementation.

3. Work with BACS to resolve the identified unallowable expenditures.

H&SS agrees with this recommendation.

H&SS will work with BACS to determine whether the unallowable expenditures should be recouped or if they were necessary for the program's success.

4. Modify the budget for depreciation to exclude land.

H&SS agrees with this recommendation and will modify the budget for depreciation to exclude land for future contracts.

AUTHORIZATION OF SERVICES

1. Seek to recover the payment made to BACS.

H&SS agrees with this recommendation.

H&SS has current procedures to recover payments made for unauthorized services. On an annual basis, treatment programs are required to complete an updated assessment and new treatment plan. The H&SS Behavioral Health Quality Improvement (QI) Unit reviews all assessments and treatment plans to ensure that the documentation meets all required state regulations and requirements of the Mental Health Plan contract. Provided the documentation meets required standards, the QI Unit then authorizes the service in the County electronic health record (EHR). This review/approval process can take several weeks; therefore, H&SS pays all vendors for services entered into the EHR. Reconciliation of services to the treatment plan and authorization occurs in arrears. If a service was provided between the time a previous plan expired and the new plan was executed (signed by the client and provider), the service is considered an unauthorized service and subject to recoupment.

2. Require BACS to review the detail of services provided in the fee for service contracts to ensure all clients have the appropriate authorization prior to billing the County.

H&SS agrees with this recommendation.



Solano County

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

Agenda Submittal

Agenda #:	5	Status:	Consent Calendar
Type:	Notice of Completion	Department:	General Services
File #:	19-452	Contact:	Mark Hummel, 784-7908
Agenda date:	06/11/2019	Final Action:	
Title:	Approve the Notice of Completion for Phase II for the Fouts Springs Youth Facility Decommissioning and Demolition Project located at 1333 Fouts Springs Road, Stonyford performed by Resource Environmental, Inc. of Long Beach; and Authorize the Clerk of the Board to record the executed Notice of Completion		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Notice of Completion, B - Summary of Project Funding and Expense		

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

DEPARTMENTAL RECOMMENDATION:

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

1. Approve the Notice of Completion for Phase II for the Fouts Springs Youth Facility Decommissioning and Demolition Project located at 1333 Fouts Springs Road, Stonyford; performed by Resource Environmental, Inc. of Long Beach; and
2. Authorize the Clerk of the Board to record the executed Notice of Completion.

SUMMARY:

On June 05, 2018, the Board awarded a construction contract to Resource Environmental, Inc. to decommission and demolish the remaining buildings, structures, site utilities and site features and non-native vegetation as Phase II for the Fouts Springs Youth Facility located at 1333 Fouts Springs Road, Stonyford (Project). During the course of decommissioning & demolition the quality of work satisfied the requirements of the construction documents and has been deemed code compliant. The Department of General Services is requesting that the Board approve the Notice of Completion for the Project and authorize the Clerk of the Board to record the document in order to release retention funds held by the County.

FINANCIAL IMPACT:

The total approved budget for the Project (Budget Unit 2806) is \$1,220,395. The Project was funded from the Capital Renewal Reserve Fund of which \$797,913 was in FY2017/18 and \$422,482 was in FY2018/19. The demolition contract with Resource Environmental, Inc. was \$670,000 and one contract change order was issued in the amount of \$73,083, resulting in a final demolition contract expense of \$743,083. The total project

cost including design fees, project management, and other miscellaneous costs was \$1,027,769. Demolition permit fees were previously paid and issued under Phase I. Remaining project funds of \$192,626 will be revert back to fund balance. The Project budget and expenses are summarized in Attachment B.

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

DISCUSSION:

The second phase of work consisted of decommissioning and demolishing the remaining nineteen (19) concrete and block buildings/structures, grading and re-vegetating the remaining site area to return it to its natural state. This completed final phase of work will allow the County to close the County's Use Permit and release of liability of the site with the United States Forest Service (USFS).

ALTERNATIVES:

The Board could choose not to execute and record the Notice of Completion. This action is not recommended since Resource Environmental, Inc. has successfully fulfilled the terms of the contract. Failure to adopt the Notice of Completion will prevent release of retention, which could result in adverse claims.

OTHER AGENCY INVOLVEMENT:

The Department of Resource Management has approved construction (demolition) plans and County Counsel has reviewed the contract as to form. The USFS has received, reviewed, provided comments on, and approved, the construction plans and specifications. The County of Colusa issued the building demolition permit and conducted related inspections, including permitting and inspection of soil boring samples.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Recorded at request of the
County of Solano

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

NOTICE OF COMPLETION

NOTICE IS GIVEN that the undersigned:

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

Project: Fouts Springs Youth Facility Decommissioning & Demolition Project

Address: 1333 Fouts Springs Road
Stonyford, CA 95979

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

Parcel #(s): 010-190-008

That the contract for the performance of such work was awarded to Resource Environmental, Inc. of Long Beach; that said work was completed on or about November 17, 2019 and was accepted by the Board of Supervisors and said County of Solano on June 11, 2019; and that Resource Environmental, Inc. was the contractor; and furthermore, that Allied World Insurance Company was the surety on the contractor's bonds.

State of California}
County of Solano}

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

By _____
ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

Attested:

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

**FOUTS SPRINGS YOUTH FACILITY
DECOMMISSIONING & DEMOLITION PROJECT
1333 Fouts Springs Road, Stonyford**

Summary of Project Budget and Expenses

Approved Project Budget

\$ 1,220,395

Construction Expense

Construction Contract (Demolition) (Phase II) \$ 670,000

Change Order #1 \$ 73,083

Construction Expense \$ 743,083

Other Project Expense

Project Management \$ 139,528

Engineering and Design Fees \$ 126,827

Miscellaneous Expense \$ 18,331

Total Other Project Expense \$ 284,686

Total Project Expense

\$ 1,027,769

Project Balance

(Balance to be returned to Fund 031 Fund Balance)

\$ 192,626



Solano County

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

Agenda Submittal

Agenda #:	6	Status:	Consent Calendar
Type:	Notice of Completion	Department:	General Services
File #:	19-453	Contact:	Mark Hummel, 784-7908
Agenda date:	06/11/2019	Final Action:	
Title:	Approve the Notice of Completion for the Family Justice Center Heating, Ventilation and Air Conditioning (HVAC) Replacement Project located at 604 Empire Street in Fairfield constructed by Division 5-15, Inc. of Gold River; and Authorize the Clerk of the Board to record the executed Notice of Completion		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Notice of Completion, B - Summary of Project Funding and Expense		

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

DEPARTMENTAL RECOMMENDATION:

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

1. Approve the Notice of Completion for Family Justice Center Heating, Ventilation and Air Conditioning (HVAC) Replacement Project located at 604 Empire Street in Fairfield constructed by Division 5-15, Inc. of Gold River; and
2. Authorize the Clerk of the Board to record the executed Notice of Completion.

SUMMARY:

On November 6, 2018, the Board awarded a construction contract to Division 5-15, Inc of Gold River, to provide removal and replacements of HVAC roof top units and minor existing duct modifications at Family Justice Center Heating, Ventilation and Air Conditioning (HVAC) Replacement located at 604 Empire Street in Fairfield (Project). During the course of construction, the quality of work satisfied the requirements of the construction documents and has been deemed code compliant. The Department of General Services is requesting that the Board approve the Notice of Completion for the Project and authorize the Clerk of the Board to record the document in order to release retention funds held by the County.

FINANCIAL IMPACT:

The Board approved \$315,000 from the Criminal Justice Facilities Temporary Construction Fund to fund the project (Budget Unit 1739). Construction expenses totaled \$147,515. The total project cost, including engineering and design fees, permits and inspections, and project management is \$221,968. Remaining project funds of \$93,032 will be returned to the Criminal Justice Facilities Temporary Construction Fund.

During construction, no contract change orders were issued. The Project budget and expenses are summarized in Attachment B.

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

DISCUSSION:

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

ALTERNATIVES:

The Board could choose not to execute and record the Notice of Completion. This action is not recommended since Division 5-15, Inc. has successfully fulfilled the terms of the contract. Failure to adopt the Notice of Completion will prevent release of retention, which could result in adverse claims.

OTHER AGENCY INVOLVEMENT:

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

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Recorded at request of the
County of Solano

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

NOTICE OF COMPLETION

NOTICE IS GIVEN that the undersigned:

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

Project: Solano County Family Just Center HVAC Replacement

Address: 604 Empire Street
Fairfield, CA 94533

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

Parcel #(s): 0030-191-190

That the contract for the performance of such work was awarded to Division 515, Inc. of Gold River; that said work was completed on or about April 17, 2019 and was accepted by the Board of Supervisors and said County of Solano on June 11, 2019; and that Division 515, Inc. was the contractor; and furthermore, that International Fidelity Insurance Company was the surety on the contractor's bonds.

State of California}
County of Solano}

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

By _____
ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

Attested:

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

**Family Justice Center Heating, Ventilation and Air Conditioning (HVAC)
Replacement Project
604 Empire Street, Fairfield**

Summary of Project Budget and Expenses

Approved Project Budget	\$ 315,000
Construction Expense	
Construction Contract	\$ 147,515
Total Construction Expense	\$ 147,515
Other Project Expense	
Project Management	\$ 43,235
Engineering and Design Fees	\$ 25,550
Permits / Inspections	\$ 3,988
Miscellaneous Expense	\$ 1,680
Project Contingency	\$ -
Total Other Project Expense	\$ 74,453
Total Project Expense	\$ 221,968
Project Balance	\$ 93,032
(Balance to be returned to Criminal Justice Facilities Temporary Construction Fund)	



Solano County

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

Agenda Submittal

Agenda #:	7	Status:	Consent Calendar
Type:	Notice of Completion	Department:	General Services
File #:	19-454	Contact:	Mark Hummel, 784-7908
Agenda date:	06/11/2019	Final Action:	
Title:	Approve the Notice of Completion for the Juvenile Detention Facility Roof Repair and Coating Project located at 740 Beck Avenue in Fairfield, constructed by Pioneer Contractors, Inc. of San Francisco; and Authorize the Clerk of the Board to record the executed Notice of Completion		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Notice of Completion, B - Summary of Project Funding and Expense		

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

Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

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

1. Approve the Notice of Completion (Attachment A) for the Juvenile Detention Facility Roof Repair and Coating Project located at 740 Beck Avenue in Fairfield constructed by Pioneer Contractors, Inc. of San Francisco; and
2. Authorize the Clerk of the Board to record the executed Notice of Completion.

SUMMARY:

On September 25, 2018, the Board awarded a construction contract to Pioneer Contractors, Inc. to repair and coat existing roofs of the Juvenile Detention Facility, Challenge and New Foundations buildings at 740 Beck Avenue in Fairfield. During the course of construction, the quality of work satisfied the requirements of the construction documents prepared by the Project Architect Cannon Design of San Francisco. The Department of General Services is requesting that the Board approve the Notice of Completion for the Project and authorize the Clerk of the Board to record the document in order to release retention funds held by the County.

FINANCIAL IMPACT:

The total approved budget for the Project (conglomerated Budget Units 1703, 1780, and 1789) is \$600,000. Project was funded from the Accumulated Capital Outlay Fund in the amount of \$175,000 and the Capital Renewal Fund in the amount of \$425,000. Construction expenses totaled \$463,500. The total project cost, including engineering and design fees, permits and inspections, project management, and is \$575,024. Remaining project funds of \$24,976 will be returned to the Accumulated Capital Outlay Fund. During

construction, no contract change orders were issued. The Project budget and expenses are summarized in Attachment B.

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

DISCUSSION:

The repair of select roof coating failures, replacement of roof rainwater scuppers, metal flashings, metal copings and installation of new metal conductor heads, and application of new roof coating extended the life of the existing roofs of the Juvenile Detention Facility, Challenge and New Foundations Buildings with the corresponding Warranty of 12 years.

ALTERNATIVES:

The Board could choose not to execute and record the Notice of Completion. This action is not recommended since Pioneer Contractors, Inc. has successfully fulfilled the terms of the contract. Failure to adopt the Notice of Completion will prevent release of retention funds and payments to the General Contractor, which could result in adverse claims.

OTHER AGENCY INVOLVEMENT:

Probation and General Services Department management participated in the project design and construction oversight phases. Roof Coating Material Inspectors walked the site and Cannon Design inspected the work.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

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

NOTICE OF COMPLETION

NOTICE IS GIVEN that the undersigned:

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

Project: Juvenile Detention Facility Roof Repair and Coating Project

Address: 740 Beck Avenue, Fairfield, CA 94533

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

Parcel #(s): **0028-103-140**

That the contract for the performance of such work was awarded to Pioneer Contractors, Inc. of San Francisco; that said work was completed on May 2, 2019 and was accepted by the Board of Supervisors and said County of Solano on June 11, 2019; and that Pioneer Contractors, Inc. was the contractor; and furthermore, Ohio Casualty Insurance Company was the surety on the contractor's bonds.

State of California}
County of Solano}

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

By _____
ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

Attested:

By _____
Jeanette Neiger, Chief Deputy Clerk,
Solano County Board of Supervisors

Date

**Juvenile Detention Facility Roof Repair and Coating Project
740 Beck Avenue, Fairfield**

Summary of Project Budget and Expenses

Approved Project Budget (Budget Units 1703, 1780, 1789)

\$ 600,000

Construction Expense

Construction Contract

\$ 463,500

Total Construction Expense

\$ 463,500

Other Project Expense

Project and Construction Management

\$ 60,000

Engineering and Design Fees

\$ 44,600

Permits / Inspections

\$ 6,482

Miscellaneous Expense

\$ 442

Total Other Project Expense

\$ 111,524

Total Project Expense

\$ 575,024

Project Balance

(Balance to be returned to the Accumulated Capital Outlay Fund Balance)

\$ 24,976



Solano County

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

Agenda Submittal

Agenda #: 8
Type: ATR
File #: 19-446
Agenda date: 06/11/2019
Status: Consent Calendar
Department: District Attorney
Contact: Krishna Abrams, 784-6836
Final Action:
Title: Authorize the contribution of \$5,000 from the District Attorney's Federal Asset Forfeiture account to benefit The Leaven neighborhood program centers in Vacaville, Fairfield, and Suisun City; and Approve an Appropriation Transfer Request (ATR) in the amount of \$5,000 in the District Attorney Asset Forfeiture Division to recognize this expense, offset by \$5,000 in Federal Asset Forfeiture revenue (4/5 vote required)
Governing body: Board of Supervisors
District: All
Attachments:

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

DEPARTMENTAL RECOMMENDATION:

The District Attorney recommends that the Board of Supervisors:

- 1) Authorize the contribution of \$5,000 from the District Attorney's Federal Asset Forfeiture account to benefit The Leaven neighborhood program centers in Vacaville, Fairfield, and Suisun City; and
- 2) Approve an Appropriation Transfer Request (ATR) in the amount of \$5,000 in the District Attorney Asset Forfeiture Division to recognize this expense, offset by \$5,000 in Federal Asset Forfeiture revenue (4/5 vote required)

SUMMARY/DISCUSSION:

Item 1. L of the Department of Justice Equitable Sharing Program interim policy guidance regarding the use of equitable sharing funds states the following:

"Support of community-based programs- transfers of shared funds from a state or local law enforcement agency to a state, county, or local governmental agency or community non-profit organization (501(c)(3) or (4)). An agency may, at its discretion, transfer up to a total of \$25,000 of its shared funds annually to community-based programs whose missions are supportive of and consistent with a law enforcement effort, policy, and/or initiative. Examples include a drug treatment facility, job skills program, or a youth program with drug and crime prevention education. The chief law enforcement officer must approve the transfer and must ensure the recipient is a qualified entity."

The Leaven, a non-profit 501 (c) 3 organization, works in partnership with members of the local community,

including businesses, police and fire departments, local government, school administrators and teachers, church groups and concerned neighbors to bring after-school mentoring and tutoring programs as a revitalization tool to struggling neighborhoods where drop-out rates are out of control and gangs threaten the peace of the community.

The Leaven is headquartered in Fairfield. To date, the organization operates 16 after-school learning centers, 6 in the Fairfield-Suisun area, as well as centers in Benicia/Vallejo, Vacaville, Napa, and Southern California.

The after-school programs help over 500 children throughout Solano County with tutoring, mentoring, and support.

The Leaven recently purchased tables and chairs for their learning center located at 1180 Dana Drive in Fairfield. The contribution of \$5,000 will partially offset the cost of the tables and chairs for the new Mariposa Center in Vacaville as well for learning centers in Fairfield and Suisun City.

FINANCIAL IMPACT:

This expenditure is 100% offset by Federal Asset Forfeiture revenue. 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 the after-school programs help provide children with safe places to learn.

OTHER AGENCY INVOLVEMENT:

None

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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

Agenda Submittal

Agenda #:	9	Status:	Consent Calendar
Type:	Contract	Department:	Probation
File #:	19-455	Contact:	Christopher Hansen, 784-4803
Agenda date:	06/11/2019	Final Action:	
Title:	Approve 14 Probation Department contracts and contract amendments totaling \$8,492,149, effective July 1, 2019; Delegate authority to the County Administrator to execute the contracts and amendments and any future amendments that remain within budgeted appropriations up to 20% of the total contract amount not to exceed \$75,000; Authorize the Chief of Probation to execute any amendments which are technical or administrative in nature; and Delegate authority to the County Administrator to authorize grant submissions in excess of \$75,000 in order to secure funding to maintain and/or restore service levels for existing programs and projects		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Links to Contracts and Amendments, B - Links to Original Contracts and Amendments		

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

DEPARTMENTAL RECOMMENDATION:

The Chief of Probation recommends the Board of Supervisors:

1. Approve 14 Probation Department contracts and contract amendments totaling \$8,492,149, effective July 1, 2019 (Attachment A);
2. Delegate authority to the County Administrator to execute the contracts and amendments and any future amendments that remain within budgeted appropriations up to 20% of the total contract amount not to exceed \$75,000;
3. Authorize the Chief of Probation to execute any future contract amendments that are administrative or technical in nature; and
4. Delegate authority to the County Administrator to authorize grant submissions in excess of \$75,000 to secure funding to maintain and/or restore service levels for existing programs and projects.

SUMMARY:

The Probation Department's contracts and amendments, which are delineated in Attachment A and in the discussion section herein, represent routine departmental services that exceed \$75,000 in compensation requiring Board approval to continue in accordance with the County Purchasing and Contracting Policy

Manual. The total combined contract amount is \$8,492,149.

FINANCIAL IMPACT:

The contracts and amendments totaling \$8,492,149 are funded with a combination of \$3,639,279 in State/Federal funds and \$4,852,870 in County General Funds. The FY2019/20 Recommended Budget for the Probation Department includes sufficient appropriations to cover the anticipated contract costs. The County's Standard Contract allows for the County to terminate or amend a contract if funding becomes unavailable during the term of the contract.

DISCUSSION:

Due to the nature of these services, a brief description of each contract or amendment is provided below.

A Better Way

A Better Way provides mental health services at multiple locations throughout the County to include the youths' homes, the Youth Achievement Centers (YACs) and/or the Juvenile Detention Facility (JDF). Youth and families receiving mental health services are best served when their assigned clinician can follow them as they transition back to the community or move to different locations. Youth who are at risk of removal from the home are the target population for this effort. As part of the array of evidence-based practices and programs offered through Probation's multi-service sites, A Better Way utilizes interventions such as Trauma-Focused Cognitive Behavioral Therapy (TF-CBT) and Dialectical Behavioral Therapy (DBT) to ensure youth are engaged in programming and family support services that are proven to meet their unique needs. The current contract will expire on June 30, 2019. The recommended twelve-month extension provides for continued services that are vital to the Department's operations.

Alternative Restorative Communities, LLC. - Restorative Justice Program/Juvenile Community Accountability Program (JCAP)

Alternative Restorative Communities provides and administers the Restorative Justice Program. In collaboration with the Solano County Probation Department, the contractor will provide a weekly Offender Education Group to detained youth at the JDF. The contractor will offer a structured curriculum designed to facilitate understanding of the circumstances that brought them into detention, and the effects that their behavior had on their victims, families, community and themselves. Victim Offender Education Groups are based on the principles of restorative justice and trauma healing. One of the highlights of the program is a visit from survivor(s) of crime who tell their story to the youth. This increases empathy and introspection. In addition, Alternative Restorative Communities will facilitate JCAP, which is a diversion program designed to provide targeted interventions for youth who are issued citations for delinquent activity. JCAP is a response to crime that allows for active participation by the victim, the community, and the youth in the justice process. It is a value based framework that recognizes justice is best achieved by building, or rebuilding relationships between crime victims, the community and juvenile offenders.

Alternative Restorative Communities, LLC. - XL Mentoring Services

Mentoring is an evidence-based intervention with positive outcomes in behavior change, recidivism reduction and school/community engagement. XL Mentoring is a formalized program with specific training and support that is a best practice for ensuring program fidelity and appropriate mentor/mentee matching. Youth eligible for diversion services as well as youth released from the JDF will be matched with an adult mentor to support positive youth development and reduce the likelihood of further immersion in the juvenile justice system.

Alternative Restorative Communities, LLC. - Barrier Removal Case Manager

The Department plans to extend its services provided to adult clients who are referred to and attending the Centers for Positive Change (CPCs). This community-based case manager will provide pre-treatment programming and services to enhance motivation and encourage program participation by helping to remove internal and external barriers. Clients referred to the CPCs, but failing to engage, will also be assigned to this case manager who will work in the community and ensure responsiveness issues, such as housing, basic needs, healthcare and other barriers to treatment are addressed so that the client's path to rehabilitation is not impeded by lack of basic needs.

Aramark Correctional Services

The Department is responsible for providing meals for youth detained at the JDF. As the result of a Request for Proposal (RFP) issued by the Department in January 2017, Aramark Correctional Services was selected as the best-evaluated proposer to provide food service management and oversight to the JDF from October 1, 2017 through June 30, 2019. Aramark prepares meals using on-site cook-serve food management services, they provide one on-site manager to coordinate and manage all aspects of food service operations, and provide on-site food service staff. This mandated service is necessary to provide nutritious, basic meals to youth in detention. The current contract extension will expire on June 30, 2019. The recommended twelve-month extension provides for continued mandated services in this area. There are no significant changes to the Contract.

California Forensic Medical Group

As the result of an RFP awarded by the Solano County Sheriff's Office, the Department entered into a contractual agreement with California Forensic Medical Group (CFMG) on July 1, 2014 in order to provide on-site medical services to youth placed at the JDF and the Challenge Academy. CFMG is responsible to provide youth with primary medical care, address acute symptoms and/or conditions, and avoid preventable deterioration of health while in confinement under the applicable provisions of the California Code of Regulations, Title 15, Article 8 *Health Services* and adheres to all policies and regulations. The current contract will expire on June 30, 2019. On, November 13, 2018 the Board of Supervisors approved a two-year extension beyond the five-year current contract term due to negotiating a reduction in basic costs, therefore, the recommended two-year extension provides for continued mandated services through June 30, 2021.

Cordant

The Department is responsible for drug testing clients to detect illegal substances and monitor compliance with Court orders. On October 18, 2018, the Probation Department issued a competitive RFP to solicit bids for drug screening services. It was determined that Cordant was the most responsive bidder to provide these services. Since 1995 Cordant, dba as Norchem, has provided forensic legally defensible laboratory testing, specimen collection services, and evidence based substance abuse management/compliance monitoring and reporting. Norchem provides urine testing, oral fluid testing and drug testing, and has focused on serving government agencies. For over 19 years, Norchem has served a wide variety of criminal justice agencies nationwide, including and especially, probation services. Their proprietary evidence based substance abuse management, compliance monitoring, and reporting web platform, SENTRY, was developed specifically for criminal justice agencies, and it is currently used by many drug courts, probation departments, social services agencies, and other government clients to assist in improving outcomes and saving costs. The new contract will provide for mandated services through June 30, 2021.

Healthright 360 (HR 360) - Adult Services

The Probation Department has continued to partner with Healthright 360 to address substance abuse issues with adult clients. Evidence based practices are used by certified therapist/clinicians to assess clients' needs,

determine the appropriate level of treatment, and develop a Case Plan. Their curriculum includes crisis intervention, addiction education, relapse prevention, Dialectical Behavioral Therapy (DBT), Teen Matrix, and individual counseling. This collaboration has continued to be very beneficial to address our client's needs while increasing the partnership between the supervision officer and treatment provider. The current contract will expire on June 30, 2019. The Department is in the process of issuing an RFP for services for adult clients, to include substance abuse treatment. The recommended six-month extension provides for continued mandated services while the RFP process concludes.

Justice Benefits, Inc.

Justice Benefits, Inc. (JBI) specializes in federal revenue maximization for state and local political entities. By partnering with JBI, the Department's federal revenue maximization will be accomplished through documenting the Probation Officer's activities utilizing JBI's web-based system to identify and record claimable activities. In addition, JBI will provide staff training and assist the County in preparing for federal and state audits. JBI fees are paid after the claims have been reimbursed to the County by the federal government; therefore, the Department will not incur any costs if revenues are not collected. The current contract expires on June 30, 2019. Due to the specialized services that JBI provides, the services are exempt from the competitive bid process. The proposed three-year contract will provide for continued services through June 30, 2022.

Journal Technologies Inc.

Due to the proprietary nature of the Department's CASE Management System, continued maintenance services are provided exclusively by Journal Technologies Inc. (formerly ISD Corporation), and therefore the services are exempt from the competitive bid process. The CASE Management System is used by Probation to monitor and track services that are provided to adults and juveniles. A maintenance agreement is necessary to allow for continued consulting, technical and programming services related to software application fixes and modifications to ensure system reliability. Although the software would continue to function without a new maintenance agreement, software applications often require patches to resolve programming issues which may slow down or corrupt the system. Case management services will be ensured and in place until the Department goes live with eProbation in the Fall of 2019. There are no significant changes to the contract.

Leaders in Community Alternatives, Inc. - GPS

LCA currently operates the Department's Electronic Monitoring Program (EMP) for both adult and juvenile clients. EMP allows for an alternative confinement program utilizing electronic monitoring tools to County-referred clients. This includes 24-hour monitoring of the equipment, installations and removal of equipment, in addition to monitoring any pretrial or sentenced referred clients whether they are misdemeanors or felonies. LCA has extensive experience in operating electronic monitoring programs. They are currently performing similar services in the counties of Marin, Alameda, San Francisco, and other California jurisdictions. They are based in Oakland and are the only Electronic Monitoring Company with significant presence in Northern California. The current contract will expire on June 30, 2019. The recommended twelve-month extension provides for continued services. There are no significant changes to the contract.

Leaders in Community Alternatives, Inc. - Juvenile Services

On December 6, 2018, the Probation Department issued a competitive RFP to solicit bids for Juvenile Intervention, Family Engagement and Support services for the period of July 1, 2019 through June 30, 2022. It was determined that Leaders in Community Alternatives, Inc. (LCA) was the most responsive bidder to provide these services. The contract will be funded 40% by the County's General fund, 30% by the Youthful Offender Block Grant (YOBG), and 30% by the Juvenile Justice Crime Prevention Act Grant (JJCPA). This

contract aims to provide evidence-based programs that support Juvenile Delinquency Prevention, Intervention and Crime Reduction that will collectively impact the well-being of justice involved youth and contribute towards a reduction in recidivism and positive youth development. LCA will provide the following services at the YACs in Fairfield and Vallejo, and at the JDF:

- Substance abuse group program facilitation delivering Cognitive-Behavioral Therapy (CBT) and Motivational Enhancement Therapy (MET)
- Community Service/Employment and Skill Development training
- Tutoring and Educational Support
- Family Transition and Reunification counseling
- Child Family Team (CFM) Wraparound Parent Support meeting facilitation, and Transportation Services.

Leaders in Community Alternatives, Inc. - Job Readiness

As recommended by the Community Corrections Partnership (CCP), the Board of Supervisors approved funding to provide In-Custody and Community-Based Employment/Vocational Training Services to approximately 240 individuals in the Solano County jail and 300 individuals under the jurisdiction of the Probation Department. LCA's long-established history of model program implementation for medium to high risk criminal justice populations uniquely qualifies them to fully implement the In-Custody and Community-Based Employment/Vocational Training services. LCA has a 24-year history of providing services to criminal justice agencies, designing, developing and delivering culturally competent case management and treatment services for the juveniles and adults. LCA partnered with Michael's Transportation for vocational training focusing on obtaining the needed licensure to work in the transportation industry. Michael's Transportation has been providing quality training since 1996 and has extensive experience working with clients who lack employable skills and have other barriers to employment. The current contract will expire on June 30, 2019. The Department is in the process of issuing an RFP for services for adult clients, including employment/vocational services. The recommended six-month extension provides for continued mandated services while the RFP process concludes.

Solano County Office of Education (SCOE)

This contract is a partnership between the Probation Department and the Solano County Office of Education (SCOE) related to the transitional educational services and vocational services provided to youth detained at the JDF, or otherwise under the jurisdiction of the Solano County Probation Department. The Transitional Educational Program is designed to assist youth and parents with services that will expedite re-enrollment in their local school district following detention. Services will follow the minor while under community supervision through the Probation Department.

The vocational training and/or job readiness component is provided to youth placed in the Challenge Academy. Services include resume writing, interviewing, job search techniques and a certification in food service/food preparation. The goal of these services is to assist youth in building their pro-social behaviors, and building their skills and attitudes that can ultimately improve their ability to function productively in the workplace and community. The current contract expires on June 30, 2019 and the recommended twelve-month extension provides for continued services. There are no significant changes to the Contract.

Finally, the Probation Department seeks State, Federal, and private grants to support and maintain or restore existing programs and services. In general, grant announcements are issued with short timelines for submission. Delegating authority to the County Administrator to authorize grant submissions over \$75,000 will allow for maximum flexibility in applying for additional funding to help maintain client services. If the grant is awarded, Probation will return to the Board for appropriation of any additional grant funding received.

ALTERNATIVES:

The Board of Supervisors could choose from the following alternatives:

1. Not to approve some or all of the contracts or amendments; however, this alternative is not recommended since non-approval by the Board will result in an interruption of vital and/or mandated services provided by the Department; and/or
2. To address some or all of these contracts individually; however, this alternative is not warranted as these services are ongoing and routine in nature and are essentially unchanged from year to year. This alternative would require the Department to present individual board agenda items; and/or
3. Not to authorize the Director of Probation to approve and execute any future contract amendments; however, this alternative is not practical as it would require the Department to request Board approval for routine matters such as minor technical changes. Furthermore, over the last nine years, the Board has granted the Director of Probation authority over these responsibilities.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved all contracts and amendments included on this list for legal sufficiency.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

* Due to file size, these documents can be accessed via the links in the list below, in addition to being on file with the Clerk of the Board.

PROBATION DEPARTMENT CONTRACT AND AMENDMENT LIST FY2019-20

Attachment A

	Contractor/Amendment Number	Service Description	Recommended Action	Current Contract Maximum Amount (\$)	Increased Contract Amount (\$)	Total Contract Maximum Amount (\$)	FY2019/20 Costs (\$)	Total Contract General Fund Amount	Total Contract State/Fed Grant Funding
1	A Better Way Contract - 1st Amendment	Mental Health Treatment Services for Probation referred youths	Extend term 1 year through June 30, 2020	\$394,100	\$374,289	\$768,389	\$374,289	\$0	\$374,289
2	Alternative Restorative Communities, LLC - JCAP First Amendment	Restorative Justice Program – Victim Offender Education	Extend term 1 year through June 30, 2020	\$82,500	\$82,500	\$165,000	\$82,500	\$20,000	\$62,500
3	Alternative Restorative Communities, LLC - XL Mentoring Original	Mentoring Services for Probation Referred youths utilizing XL-mentoring approach	Approve new Contract for FY2019-20	\$0	\$86,000	\$86,000	\$86,000	\$0	\$86,000
4	Alternative Restorative Communities, LLC - Case Manager Original	Case Manager to provide barrier removal support to Department's Center for Positive Change Clients	Approve new Contract for FY2019-20	\$0	\$80,000	\$80,000	\$80,000	\$0	\$80,000
5	Aramark Correctional Services- Second Amendment	Food management services for minors detained in the County's Juvenile Detention Institutions	Extend term 1 year through June 30, 2020	\$459,664	\$235,766	\$695,430	\$235,766	\$235,766	\$0
6	California Forensic Medical Group, Inc. - Third Amendment	Medical, Mental, and Dental Services for minors detained at the County's Juvenile Detention Facility	Extend term 2 years through June 30, 2021	\$8,337,354	\$3,758,658	\$12,096,012	\$1,787,151	\$3,300,170	\$458,488

Item 9
File 19-455

* Due to file size, these documents can be accessed via the links in the list below, in addition to being on file with the Clerk of the Board.

	Contractor/Amendment Number	Service Description	Recommended Action	Current Contract Maximum Amount (\$)	Increased Contract Amount (\$)	Total Contract Maximum Amount (\$)	FY2019/20 Costs (\$)	Total Contract General Fund Amount	Total Contract State/Fed Grant Funding
7	<u>Cordant Original RFP 952-1017-19 DRUG SCREENING SERVICES</u>	Drug Screening services of probationers ordered by the Courts	Approve new contract through June 30, 2022	\$0	\$750,000	\$750,000	\$250,000	\$90,000	\$660,000
8	<u>Healthright 360 - 5th Amendment</u>	Substance abuse treatment services for County-referred clients.	Extend term 6 months through December 31, 2019	\$1,322,725	\$126,294	\$1,449,019	\$126,294	\$0	\$126,294
9	<u>Justice Benefits Inc. - Original</u>	Conduct and review time study moments in order to properly file Probation Title IV-E claims for reimbursement	Approve new contract through June 30, 2022	\$0	\$75,000	\$75,000	\$25,000	\$0	\$75,000
10	<u>Journal Technologies, Inc. - Second Amendment</u>	Consulting, licensing and maintenance support services for the Department's CASE management system	Extend term 1 year through June 30, 2020	\$277,810	\$138,905	\$416,715	\$138,905	\$138,905	\$0
11	<u>Leaders in Community Alternatives, Inc. - GPS Second Amendment</u>	GPS Monitoring Services	Extend term 1 year through June 30, 2020	\$185,000	\$120,000	\$305,000	\$120,000	\$110,000	\$10,000
12	<u>Leaders in Community Alternatives, Inc. - Juv. Services Original RFP 952-1203-19 Juvenile Services</u>	Provide day to day operational services at Department's Youth Achievement Centers and the Juvenile Detention Facility	Approve new contract through June 30, 2022	\$0	\$2,203,669	\$2,203,669	\$718,231	\$881,468	\$1,322,201

Item 9
File 19-455

* Due to file size, these documents can be accessed via the links in the list below, in addition to being on file with the Clerk of the Board.

	Contractor/Amendment Number	Service Description	Recommended Action	Current Contract Maximum Amount (\$)	Increased Contract Amount (\$)	Total Contract Maximum Amount (\$)	FY2019/20 Costs (\$)	Total Contract General Fund Amount	Total Contract State/Fed Grant Funding
13	Leaders in Community Alternatives, Inc. - Job Readiness 7th Amendment	Provide job readiness and vocational training services for Probation Centers for Positive Change	Extend term 6 months through December 31, 2019	\$3,580,841	\$384,507	\$3,965,348	\$384,507	\$0	\$384,507
14	Solano County Office of Education - Fifth Amendment	Transition Education Services and Vocational Training	Extend term 1 year through June 30, 2020	\$382,805	\$76,561	\$459,366	\$76,561	\$76,561	\$0
			Totals	\$15,022,799	\$8,492,149	\$23,514,948	\$4,485,204	\$4,852,870	\$3,639,279

SOLANO COUNTY PROBATION – CONTRACT AND AMENDMENT LIST

ATTACHMENT B

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

1. [A Better Way Contract - Original](#)
2. [Alternative Restorative Communities, LLC - Original](#)
3. [Aramark Correctional Services - Original Agreement](#)
4. [Aramark Correctional Services- First Amendment](#)
5. [California Forensic Medical Group - Original Agreement](#)
6. [California Forensic Medical Group, Inc - First Amendment](#)
7. [California Forensic Medical Group, Inc - Second Amendment](#)
8. [Healthright 360 - Original](#)
9. [Healthright 360 - 1st Amendment](#)
10. [Healthright 360 - 2nd Amendment](#)
11. [Healthright 360 - 3rd Amendment](#)
12. [Healthright 360 - 4th Amendment](#)
13. [Journal Technologies - Original Agreement](#)
14. [Journal Technologies, Inc. - First Amendment](#)
15. [Leaders in Community Alternatives, Inc. - GPS Original Agreement](#)
16. [Leaders in Community Alternatives, Inc. - GPS 1st Amendment](#)
17. [Leaders in Community Alternatives, Inc. - Job Readiness Original](#)
18. [Leaders in Community Alternatives, Inc. - Job Readiness 1st Amendment](#)
19. [Leaders in Community Alternatives, Inc. - Job Readiness Second Amendment](#)
20. [Leaders in Community Alternatives, Inc. - Job Readiness Third Amendment](#)
21. [Leaders in Community Alternatives, Inc. - Job Readiness Fourth Amendment](#)
22. [Leaders in Community Alternatives, Inc. - Job Readiness Fifth Amendment](#)
23. [Leaders in Community Alternatives, Inc. - Job Readiness Sixth Amendment](#)
24. [Solano County Office of Education - Original Agreement](#)
25. [Solano County Office of Education - First Amendment](#)
26. [Solano County Office of Education - Second Amendment](#)
27. [Solano County Office of Education - Third Amendment](#)
28. [Solano County Office of Education - Fourth Amendment](#)



Solano County

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Fairfield, California 94533
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Agenda Submittal

Agenda #:	10	Status:	Consent Calendar
Type:	Contract	Department:	Workforce Development Board
File #:	19-438	Contact:	Heather Henry, 863-3501
Agenda date:	06/11/2019	Final Action:	
Title:	Approve the first amendment to extend the existing contract between the Workforce Development Board of Solano County and Racy Ming for regional training coordinator and regional organizer services to September 30, 2020 (total contract of \$164,500); and Authorize the Executive Director of the Workforce Development Board to sign the contract		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - First Amendment, B - Link to Original Contract		

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

DEPARTMENTAL RECOMMENDATION:

The Workforce Development Board (WDB) of Solano County recommends that the Board of Supervisors:

1. Approve the first amendment to extend the existing contract between the Workforce Development Board of Solano County and Racy Ming for regional training coordinator and regional organizer services to September 30, 2020, for a total contract award of \$164,500; and
2. Authorize the Executive Director of the Workforce Development Board to sign the contract.

SUMMARY:

On May 17, 2019 the WDB approved a contract amendment with Racy Ming to continue performing work as the Regional Training Coordinator and Regional Organizer, through the Regional Organizer/Regional Training Coordinator grant, for the North Bay Employment Connection (NBEC) which includes the WDB Solano, Sonoma and the Joint Powers Agency representing Napa, Lake, Marin and Mendocino. The current contract expired on March 31, 2019; however, this contract amendment provides for continued services through September 30, 2020.

Note this is a retroactive contract with a start date of April 1, 2019 through March 31, 2020.

FINANCIAL IMPACT:

The WDB's 2018-19 and 2019-20 budgets will include the necessary funding to cover the cost of this contract renewal through funding from the California Workforce Development Board specifically for regional organization.

DISCUSSION:

The California Workforce Development Board has made multiple investments, over several years, in building the set of 14 local Regional Planning Units (RPU) - as a network of aligned Workforce Development Boards, Americas Job Centers of California, and partnering entities. Regional collaboration and funding has been a consistent focus for the California Workforce Development Board over the past five years, and the state has encouraged regional areas to have both a regional organizer and a regional training coordinator.

The Regional Training and Coordinator work continues the ongoing regional coordination under within NBEC. This contract adds ability for the coordinator to attend state regional organizer meetings on the region's behalf.

This is a retroactive contract to begin on April 1, 2019 through March 31, 2020. In late March 2019, NBEC was informed by the State of additional funds for the Regional Training Coordinator and Regional Organizer services with a start date of April 1st for these activities. Based on the timeline, the WDB was not able to include the contract on the March WDB Board meeting, resulting in a retroactive contract.

Procurement Method:

The NBEC member the Workforce Alliance of the North Bay (WANB) has an established listing of approved workforce development consultants/trainers. Such parties can be selected from this listing to perform contracted work in their selected area(s) of expertise. The Solano WDB, as grant administrator for the Regional Organizer/Regional Training Coordinator grant, is able to "piggyback" on the WANB procurement of this referenced listing to then directly select an approved consultant.

ALTERNATIVES:

The Supervisors could direct staff to issue a new procurement for solicitation for regional training and organizer services to see if new responses will be submitted. However, the Solano WDB alone cannot make alternative plans; any new approach would need to be presented and endorsed on a regional basis by the NBEC Steering Committee.

OTHER AGENCY INVOLVEMENT:

No other agency was involved.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**FIRST AMENDMENT TO STANDARD CONTRACT
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY AND RACY MING**

This First Amendment ("First Amendment") is entered into as of the first day of April 2019, between the WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY ("WDB") and RACY MING ("Contractor").

1. Recitals

The parties entered into a contract dated July 1, 2017 (the "Contract"), in which Contractor agreed to provide Regional Training Coordinator and Regional Organizer services for the North Bay Employment Connection (NBEC) which includes the WDB of Solano, Sonoma, and the Joint Powers Agency representing Napa, Lake, Marin and Mendocino through March 31, 2019.

This First Amendment represents an additional eighteen month adjustment of the Contract to continue Regional Organizer and Regional Training services through September 30, 2020.

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

2. Contract

A. Term of Contract.

Section 2 is deleted in its entirety and replaced with:

July 1, 2017 through September 30, 2020

B. Budget

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Amended Contract is: \$164,500 (\$68,250 from the First Contract and \$96,250 for this Amended contract)

3. Scope of Work (Exhibit A)

A. Contractor Responsibilities

Section 2 has been deleted in its entirety and replaced with:

2. SERVICE ACTIVITIES

Contractor will provide WDB with comprehensive Consultant services for the North Bay Employment Connection (NBEC) partners which include the Solano WDB, County of Sonoma, and the Workforce Alliance of the North Bay (Napa, Lake, Marin and Mendocino Counties).

Contractor will provide all scheduled work associated with this Contract as described below:

- a. Regional Training Coordinator Services
 - i. Represent North Bay on RTC Monthly Calls and RTC Convenings
 - ii. Maintain tracking of North Bay trainings
 - iii. Serve as liaison with state and share information with local directors
 - iv. Work with local boards and partners to organize logistics for training, as needed
 - v. Serve as liaison for CWA – monitor CTI training list, work with CWA to develop training contracts as needed, facilitate contract signatures
 - vi. Ensure trainings include state-required training evaluations, collect evaluations, and submit to appropriate state organization and training provider
 - vii. Serve as contact for EDD, CWA, and DOR for regional trainings

- viii. Provide summaries to local directors at monthly NBEC meetings
- ix. Work with Solano WDB to match fiscal invoices to training
- x. Complete RTC quarterly reports and exhibits for the state

b. Regional Organizer Services

- i. Serves as liaison to state for regional initiatives and share information with local directors
- ii. Completes regional quarterly reports and exhibits for the state, working with the designated fiscal agent for finances
- iii. Schedule and coordinate monthly NBEC meetings, providing summaries on regional initiatives
- iv. Work with regional partners, as needed, to facilitate attainment of regional outcomes
- v. Maintain fiscal and programmatic/outcomes tracking of NBEC regional grants to be shared at monthly NBEC meetings
- vi. Attend regional organizer convenings
- vii. Support development and maintenance of regional sub-awards
- viii. Lead regional grant applications process

4. Project Budget Summary (Exhibit B)

A. The matrix in Exhibit B of the First Amendment has been updated to include the following:

DOCUMENTATION OF DELIVERY	DELIVERY PERIOD	FEE
Regional Training Plan	July 1, 2017 – October 31, 2017	\$3,500. (\$175. X 20 hours maximum)
Regional Organizing Activities	July 1, 2017 – March 31, 2019	\$64,750. (\$175. X 370 maximum hours)
Regional Training Coordinator & Regional Organizer Services	April 1, 2019 – September 30, 2020	\$96,250. (\$175.00 per hour X 550 maximum hours *** <i>includes cost of contractor's assigned and pre-approved travel</i>)
TOTAL		\$164,500.

B. Section 1 is deleted in its entirety and replaced with:

The above payment amounts are contingent upon satisfactory contractor performance of the service activities as required in Exhibit A – Scope of Work. The Contractor will be reimbursed for any out of pocket costs for travel pre-approved by the WDB. Travel arrangements paid by the WDB will be expensed to this contract.

C. Section 5 is deleted in its entirety and replaced with:

The maximum payment under the terms of this contract shall under no circumstances, exceed **\$164,500.** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

5. Special Terms and Conditions (Exhibit D)

Section 1 has been deleted in its entirety

Heather Henry, President/Executive Director
Workforce Development Board of Solano
County

Racy Ming Copley
Racy Ming,
Racy Ming & Associates

APPROVED AS TO FORM

By _____
County Counsel

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

[B - Original Contract](#)



Solano County

675 Texas Street
Fairfield, California 94533
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Agenda Submittal

Agenda #:	11	Status:	Consent Calendar
Type:	Contract	Department:	Workforce Development Board
File #:	19-440	Contact:	Heather Henry, 863-3501
Agenda date:	06/11/2019	Final Action:	
Title:	Approve the Workforce Development Board (WDB) of Solano required Application for Subsequent Local Area Designation and Local Board Recertification to the State of California for Program Year 2019-21		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Local Board Recertification		

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

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors, as local elected officials, and as authorized in Section 107 (c)(1)(A) of the federal PL 113-128 Workforce Innovation and Opportunity Act (WIOA) of 2014, approve the Workforce Development Board (WDB) of Solano required Application for Subsequent Local Area Designation and Local Board Recertification to the State of California for Program Year 2019-21.

SUMMARY:

The federal WIOA requires local elected officials to appoint a business-led Workforce Development Board for the local Governor-designated service area. A State-imposed deadline is in place for Solano County to submit a signed Recertification Request by June 30, 2019. Once approved, the WDB will be certified for two years (through June 2021).

Attachment A provides a full copy of the WDB Recertification Request forms to be submitted to the State by June 30, 2019.

FINANCIAL IMPACT:

This action has no direct fiscal impact upon the County. The federal WIOA formula grant funds will continue to be allocated to the County of Solano as long as a membership-compliant WDB is appointed, and such a Board remains compliant across the life of the WIOA grant awards.

DISCUSSION:

Legislative Background and Needed Actions

Congress passed the WIOA legislation in 2014 to replace the Workforce Investment Act of 1999. The first

Local Workforce Development Board Recertification Request under WIOA legislation was submitted and approved by the Board of Supervisors in March of 2016.

WIOA requires establishment of local service areas and the appointment by local elected officials (LEOs) of WDBs to guide and oversee the WIOA grant programs, in partnership with the LEOs. Local service areas are required to recertify every two years.

Submittal of WDB Recertification Request

The State Request form requires Solano County to submit the following as part of its request.

- A compliant membership for the WDB;
- Assurance on attaining WIOA performance accountability measures;
- Assurance on sustained fiscal integrity in operations;
- Engagement in and contribution to regional planning and negotiating various regional performance measures;
- Certain general WDB assurances; and
- Signatures of the WDB Chair and chief LEO.

Upon review and approval by the Governor the new WDB will be certified for two years.

ALTERNATIVES:

The Board of Supervisors could take action to delay submittal of the WDB Recertification Request based on some need for revisions or clarifications to the submittal materials (i.e. Attachment A.); however this would jeopardize the timely submittal of the WDB Recertification Request due to the State by June 30, 2019.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Existing Local Area

**Application for Subsequent Local Area Designation
and
Local Board Recertification
Program Year 2019-21**

Local Workforce Development Area

Solano County

Existing Local Area

This application will serve as your request for Local Workforce Development Area (Local Area) subsequent designation and Local Workforce Development Board (Local Board) recertification for PY 2019-21 under the *Workforce Innovation and Opportunity Act* (WIOA).

If the California Workforce Development Board (State Board) determines the application is incomplete, it will either be returned or held until the necessary documentation is submitted. Please contact your Regional Advisor for technical assistance or questions related to completing and submitting this application.

Workforce Development Board of Solano County

Name of Local Area

320 Campus Lane

Mailing Address

Fairfield, CA 94534

City, State

ZIP

Date of Submission

Heather Henry, President / Executive Director

Contact Person

707-863-3501

Contact Person's Phone Number

Local Board Membership

The WIOA Section 107(b)(2)(A) through (E) states the requirements for nominating and selecting members in each membership category. The WIOA Section 107(b)(2)(A) requires that business members constitute a majority of the Local Board. The chairperson shall be a business representative, per WIOA Section 107(b)(3).

The local Chief Elected Official (CEO) is required to provide the names of the individuals appointed for each category listed on the following pages o, attach a roster of the current Local Board which identifies each member's respective membership category.

BUSINESS – A majority of the members **must** be representatives of business in the Local Area who (i) are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policy-making or hiring authority; (ii) represent businesses, including small businesses, or organizations; and (iii) are appointed from among individuals nominated by local business organizations and business trade association (WIOA Section 107[b][2][A]).

Please identify the Local Board chairperson by typing CHAIR after his/her name.

Name	Title	Entity	Appointment Date	Term End Date
Fadi Halabi - Chair	President	Duracite	07/01/18	06/30/22
Scott Reynolds	Partner	Reynolds Law LLP	07/01/18	06/30/22
Kim Beiner	Director of Administration	Six Flags Discovery Kingdom	07/01/18	06/30/22
Paul Adler	Government Affairs/ Community Relations Director	Valero Benicia Refinery	10/23/18	10/22/22
Mary Dugbartey	Director, Talent & Organizational Development	NorthBay Healthcare Foundation	10/25/16	10/24/21
Shawn Gavne	Site Manager	Alstom	10/03/17	06/30/20
Tim Healer	Vice President / Yolo-Solano Commercial Loan Team	First Northern Bank	07/01/18	06/30/22
Peggy Huston	Chief Administrative Officer	Paradise Valley Estates	07/01/18	06/30/22
Justin Real	Sr. Program Manager	PG&E	10/25/16	10/24/21
Rosa Phillips	Owner	Express Employment Professionals	03/22/16	06/30/20
Kathleen Skirpstunas	Sr. Human Resources Business Partner	Genentech	03/22/16	06/30/20
Vacant				
Vacant				

LABOR – Not less than 20 percent of the members must be representatives of workforce within the Local Area who

must include (i) representatives of labor organizations who have been nominated by state labor federations; (ii) a member of a labor organization or a training director from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area; and

may include (iii) representatives of community based organizations with demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, veterans, or individuals with disabilities; and (iv) representatives of organizations with demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth and/or out-of-school youth (WIOA Section 107[b][2][B]).

Name	Title	Entity	Appointment Date	Term End Date
Danny Bernardini	Business Services Manager	Napa/Solano Building Trades Council	03/17/17	03/16/21
Holly Brown	Apprenticeship Coordinator	Operating Engineers Local 3JATC	03/22/16	06/30/20
Mark DeWeerd	Consultant, Negotiations & Organizational Dev. Dept.	CA Teachers Association	03/22/16	06/30/20
Jon Riley	Executive Director	Napa-Solano Central Labor Council	07/01/18	06/30/22
Paul Castro	Director	CA Human Development	03/22/16	06/30/20
Alan Kerzin	Executive Director	Children's Network of Solano County	03/22/16	06/30/20

Education – Each Local Board shall include representatives of entities administering education and training activities in the Local Area who

must include (i) a representative of eligible providers administering Title II adult education and literacy activities; (ii) a representative of institutions of higher education providing workforce investment activities; and

may include (iii) representatives of local educational agencies, and community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment (WIOA Section 107[b][2][C]).

Name	Title	Entity	Appointment Date	Term End Date
Dr. Celia Esposito-Noy	Superintendent-President	Solano Community College	07/01/18	06/30/22
Christine Hess	Solano County Adult Education Consortium Project Manager	Solano County Office of Education	03/17/17	03/16/21

Economic and Community Development – Each Local Board shall include representatives of governmental, economic, and community development entities serving the Local Area who **must** include (i) a representative of economic and community development entities; (ii) a representative from the State employment service office under the *Wagner-Peyser Act*; (iii) a representative of the Vocational Rehabilitation program; and **may** include (iv) representatives of agencies or entities administering programs serving the Local Area relating to transportation, housing, and public assistance; (v) Representatives of philanthropic organizations serving the Local Area; and (E) individuals or representatives of entities as the chief elected official in the Local Area may determine to be appropriate (WIOA Section 107[b][2][D] and [E]).

Name	Title	Entity	Appointment Date	Term End Date
Mario Giuliani	Economic Development Manager	City of Benicia	03/22/16	06/30/20
Marlyn Karrasch	Rehabilitation Team Manager	CA Department of Rehabilitation	03/17/17	03/16/21
David Tam	Cluster Manager	Employment Development Department	07/20/18	07/19/22
Gerald Huber	Director	Solano County Health & Social Services	07/01/18	06/30/22

Sustained Fiscal Integrity

The Local Area hereby certifies that it has not been found in violation of one or more of the following during PYs 16-17 or 17-18:

- **Final determination of significant finding(s)** from audits, evaluations, or other reviews conducted by state or local governmental agencies or the Department of Labor identifying issues of fiscal integrity or misexpended funds due to the willful disregard or failure to comply with any WIA requirement, such as failure to grant priority of service or verify participant eligibility.
- **Gross negligence** – defined as a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both.
- **Failure to observe accepted standards of administration.** Local Areas must have adhered to the applicable uniform administrative requirements set forth in Title 29 *Code of Federal*

Regulations (CFR) Parts 95 and 97, appropriate Office of Management and Budget circulars or rules, WIOA regulations, and state guidance.

Highlights of these responsibilities include the following:

- Timely reporting of WIOA participant and expenditure data
- Timely completion and submission of the required annual single audit
- ***Have not been placed on cash hold for longer than 30 days***

(In alignment with WIOA Section 106[e][2])

Engaged in Regional Planning

The Local Area hereby certifies that it has participated in and contributed to regional planning and negotiating regional performance measures in the following ways:

1. Participated in regional negotiation of performance measures.
2. Local WDB and CLEO reviewed and approved the regional plan, and regional plan modification.
3. Held stakeholder input sessions for the regional plan modification.
4. Participating in regularly scheduled meetings of the region's WDB Directors.
5. Participating in regional Slingshot efforts.
6. Issued regional Innovation Fund RFP to advance industry objectives.
7. Coordinating with regional partners on industry sector initiatives, including cross-county Industry Sector Partnerships.
8. Participating in regional staff development and training efforts, including planning a regional conference using Slingshot 2.0.
9. Coordinated with regional partners in P2E planning and systems development.
10. Reviewed and ranked regional indicators of success.

Local Area Assurances

Through PY 19-21, the Local Area assures the following:

- A. It will comply with the applicable uniform administrative requirements, cost principles, and audit requirements included in the appropriate circulars or rules of the Office of Management and Budget (WIOA Section 184[a][2] and [3]).

Highlights of this assurance include the following:

- The Local Area's procurement procedures will avoid acquisition of unnecessary or duplicative items, software, and subscriptions (in alignment with Title 2 CFR Section 200.318).
- The Local Area will maintain and provide accounting and program records, including supporting source documentation, to auditors at all levels, as permitted by law (Title 2 CFR Section 200.508).

Note that failure to comply with the audit requirements specified in Title 2 CFR Part 200 Subpart F will subject the Local Area to potential cash hold (Title 2 CFR Section 200.338).

- B. All financial reporting will be done in compliance with federal and state regulations and guidance.

Highlights of this assurance include the following:

- Reporting will be done in compliance with Workforce Services Directive *Quarterly and Monthly Financial Reporting Requirements* (WSD16-13) (November 28, 2016).
- All close out reports will comply with the policies and procedures listed in Workforce Services Directive *WIOA Closeout Requirements* (WSD16-05) (July 29, 2016).

Note that failure to comply with financial reporting requirements will subject the Local Area to potential cash hold. (Title 2 CFR Section 200.338)

- C. Funds will be spent in accordance with federal and state laws, regulations, and guidance.

Highlights of this assurance include the following:

- The Local Area will meet the requirements of State Assembly Bill 1149 (Chapter 324, Statutes of 2017), to spend a minimum of 30 percent of combined total of adult and dislocated worker formula fund allocations on training services (*California Unemployment Insurance Code* Section, 14211).


- The Local Area will not use funds to assist, promote, or deter union organizing (WIOA Section 181[b][7]).
- D. The Local Board will select the America's Job Center of CaliforniaSM (AJCC) Operator(s), with the agreement of the local CEO, through a competitive process such as a Request for Proposal (RFP), unless granted a waiver by the state (WIOA Section 121[d][2][A] and 107[g][2]).
 - E. The Local Board will collect, enter, and maintain data related to participant enrollment, activities, and performance necessary to meet all CalJOBSSM reporting requirements and deadlines.
 - F. The Local Board will comply with the nondiscrimination provisions of WIOA Section 188, including the collection of necessary data.
 - G. The Local Area will engage in and contribute to, regional planning and regional plan implementation (for example, the Local Area has participated in regional planning meetings and regional plan implementation efforts, and the Local Board and local CEO have reviewed and approved the regional plan and modifications).
 - H. The Local Area will participate in regional performance negotiations.
 - I. It will comply with State Board policies and guidelines, legislative mandates and/or other special provisions as may be required under federal law or policy, including the WIOA or state legislation.
 - J. Priority shall be given to veterans, recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient for receipt of career and training services funded by WIOA Adult funding (WIOA Section 134[c][3][E] and Training and Employment Guidance Letter 19-16, Subject: *Guidance on Services provided through the Adult and Dislocated Worker Programs under the Workforce Innovation and Opportunity Act (WIOA) and the Wagner-Peyser Act Employment Service (ES), as amended by title III of the WIOA Final Rules*, (March 1, 2017).

Application Signature Page

Instructions – The local CEO and Local Board chair must sign and date this form. Include the original signatures in the application package.

By signing the application below, the local CEO and Local Board chair request subsequent designation of the existing Local Area and subsequent certification of the existing Local Board. They certify that the Local Area has performed successfully, sustained fiscal integrity during PYs 2016-2017 or 2017-2018, and engaged in the regional planning process as described in Section 106 (c)(1). Additionally, they agree to abide by the Local Area assurances included in this application.

Local Workforce Development Board Chair



Signature

Fadi Halabi

Name

Workforce Development Board Chair

Title

5.24.19

Date

Local Chief Elected Official

Signature

Erin Hannagin

Name

Solano County Board of Supervisors
Chairwoman

Title

Date



Solano County

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

Agenda Submittal

Agenda #:	12	Status:	Consent Calendar
Type:	Miscellaneous	Department:	Workforce Development Board
File #:	19-442	Contact:	Heather Henry, 863-3501
Agenda date:	06/11/2019	Final Action:	
Title:	Approve modifications to the North Bay Regional Workforce Plan		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - NBEC Regional Plan Modification		

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

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors approve the final North Bay Regional Workforce Plan modifications.

SUMMARY:

The Workforce Development Board (WDB) and the Solano County Board of Supervisors approved the 5-Year Regional and Local Plans in 2017. Under the Workforce Innovation and Opportunity Act (WIOA), a biennial update of regional and local workforce plans is required in order to ensure plans remain current and account for "changes in labor market and economic conditions or in other factors affecting the implementation of the local plan." The State of California has modified their state plan, which requires that local boards update their plans to keep them consistent with the policy direction of the state plan.

The state plan, approved by the U.S. Department of Labor on June 11, 2018 can be viewed online at https://cwddb.ca.gov/plans_policies/state-plan-modifications/. The Solano Board of Supervisors approved the local plan revisions on April 23, 2019.

Solano County must also submit a modified regional workforce plan to the state as part of the North Bay Region. The region includes Solano, Napa, Marin, Sonoma, Lake, and Mendocino Counties. The Solano Board of Supervisors has the authority to approve the regional plan on behalf of Solano County. The regional plan may also be viewed at:

http://solanoeemployment.org/sites/default/files/attachments/NBEC-Workforce-Corrections-Region-Plan-Modification_Final_20190212.pdf

FINANCIAL IMPACT:

The WDB does not receive general funds from the County. The WDB submits a plan for grant activities, service levels, and use of funds, to the State of California on behalf of the County. The regional workforce

planning process has been funded through Workforce Innovation and Opportunity Act (WIOA) discretionary regional funds.

DISCUSSION:

The California Workforce Development Board (CWDB) and the Employment Development Department (EDD) released a directive outlining procedures required for a two-year modification of the regional and local workforce plans under the Workforce Innovation and Opportunity Act (WIOA). Research Development Associates (RDA) was contracted to complete the regional plan modifications.

The required and optional modifications to the regional workforce plan are as follows:

- Required and elective modifications to align, coordinate, and integrate reentry and workforce services to the formerly incarcerated and other justice-involved individuals.
- Required content detailing compliance with State Plan guidance and state law relating to Multi-Craft Core Curriculum (MC3) pre-apprenticeship partnerships.
- Required self-assessment using Indicators of Regional Coordination and Alignment.
- Other changes pursuant to changes in labor market and economic conditions or in other factors affecting the implementation of regional plans.

Strategies for Serving Justice-Involved Individuals

The main focus of the regional plan is to outline engagement strategies for serving justice-involved individuals. These strategies guided the region's proposal for the state's Prison to Employment Initiative as well.

Below are the strategies identified for the North Bay region:

1. Develop consistent communication, collaboration, and information sharing systems among partners to promote sustainable and successful implementation of workforce-corrections services and activities.
2. Increase and improve efforts to identify, recruit, enroll, and track the progress of justice-involved individuals receiving direct employment services.
3. Increase the capacity of WDB staff and partners with training to better serve the justice-involved population.
4. Align training opportunities for justice-involved individuals with regional labor market trends and needs.
5. Align and fund services that reduce barriers for accessing employment services and maintaining employment for justice-involved individuals.
6. Provide paid "Earn & Learn" training services that will accelerate career development success and advancement for justice-involved individuals.

RDA solicited a significant amount of stakeholder engagement in each of the six North Bay counties. The regional plan was available for public comment from February 7 - March 6, 2019. No content changes or comments in disagreement were received from the public. The Solano Workforce Development Board approved the proposed regional plan modifications on May 17, 2019.

ALTERNATIVES:

The Board may choose not to approve the regional plan modifications. This is not recommended because the regional workforce plan modifications have completed the Workforce Development Board approval process and public comment process.

OTHER AGENCY INVOLVEMENT:

The County Administrator's Office has been consulted and concurs with the recommendation.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

North Bay Employment Connection

North Bay Regional Planning Unit

PY 17-21 Two-Year Regional Plan Modifications



Prepared by:

Resource Development Associates



Introduction

The North Bay Regional Planning Unit (RPU) – commonly referred to as the North Bay Employment Connection (NBEC) – spans Lake, Marin, Mendocino, Napa, Solano, and Sonoma Counties. Three regional Workforce Innovation and Opportunity Act (WIOA) workforce development boards (WDBs) serve the North Bay: the Workforce Alliance of the North Bay (WANB - Lake, Marin, Mendocino, Napa); the Workforce Development Board of Solano County; and the Sonoma Workforce Investment Board. For more information about the region’s demographics and justice-involved population, see Appendix A.

The following Two Year Regional Plan Modification is required by WIOA. To prepare this modification, NBEC engaged approximately 100 stakeholders from across the region, solicited input from dozens of Community-Based Organization (CBO) partners and other groups, and conducted extensive best practices research in its workforce-corrections partnership planning process to ensure that the modifications outlined in this plan lead to improved service delivery and workforce outcomes for the North Bay’s justice-involved population (see Appendix B: Stakeholder Outreach.) NBEC’s regional plan modifications include enhanced service delivery models, regional career pathway programs, and regional partnerships.

Services & Delivery – Who, What, When, and How of Regional Alignment

NBEC’s existing and prospective stakeholder partnerships will facilitate the coordination of reentry, workforce, and related supportive service delivery to individuals who have been incarcerated or otherwise involved with the justice system. Through the leadership of each WDB, partnerships will leverage existing regional sector pathways and interagency and industry relationships to implement new strategies for enhancing services to support justice-involved individuals.

Workforce-Corrections and P2E Partners

In addition to the other county agencies and the WIOA partners described in the North Bay’s 2017-2020 regional plan (i.e., workforce boards, EDD, community colleges, adult and K-12 education partners, economic development agencies, and the department of rehabilitation), NBEC has worked to identify corrections partners and CBOs who either already serve or can provide services to specifically support justice-involved individuals across the region to implement the workforce-corrections partnership and Prison to Employment (P2E) initiative.¹ The table below introduces those workforce-corrections and P2E partners and the roles they will play in each local board and regionally (see Appendix C Partner Services for additional information.)

¹ NBEC Workforce Innovation and Opportunity Act Regional Plan 2017-2020. Retrieved from <https://cwdb.ca.gov/wp-content/uploads/sites/43/2017/03/NBEC-North-Bay-Regional-Plan-FINAL.pdf>

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

Local Board	Partner	Role
Sonoma Workforce Investment Board	Sonoma County Probation/Day Reporting Center	One-stop service center for AB 109 individuals
	Sonoma County Probation Department Adult & Juvenile Divisions	Supervision of individuals on probation
	Sonoma County Sheriff's Department	Operates the Main Adult Detention Facility
	Santa Rosa and Napa/Sonoma/Marin Parole Units	Reentry services to individuals in-custody at state prisons and state prison parolees.
	Catholic Charities	Support programs and services: food, shelter & housing, immigration and senior services
	Centro Laboral de Graton	Support and services to domestic and day workers in Sonoma County
	Goodwill Industries of the Redwood Empire	Employment services such as workshops provided in the county jail
	Legal Aid	Legal Services Referral Program (LSRP) assists clients with legal issues which may be a barrier to their employment
	Social Advocates for Youth	Employment, housing and other social services for young people
	Vital Immigrant Defense Advocacy and Services (VIDAS)	Low-cost legal services to immigrant community members
Solano Workforce Development Board	Vallejo Parole Unit	Reentry services to individuals in-custody at state prisons and state prison parolees.
	CA State Prison-Solano	Reentry services to individuals in-custody at state prisons.
	Solano County Probation Department	Supervision of individuals on probation
	Solano County Sheriff's Department	Operates adult detention facility
	Abundant Place	Trauma-informed classes and seminars in detention facilities
	Archway Recovery	Residential treatment program for men
	Bi-Bett	Residential substance abuse treatment program
	Fighting Back Partnership	Job coaching, financial education, and workforce development services
	Food Bank of Contra Costa and Solano Counties	Distributes food directly to low-income individuals, makes food available for other nonprofit organizations serving the ill, needy and children
	Health Right 360	Adult substance use and reentry case management services
	La Clinica	Transitions Clinic for reentry clients with at least one chronic medical condition
	Leaders in Community Alternatives, Inc. (LCA)	Employment Skills and Life Skills classes to inmates, both juvenile and adult programs
	Legal Services of Northern California	Legal support services, including expungement clinics
	McAlister Institute	SUD treatment and education
	Parent Edu & Custody Effective Program (P.E.A.C.E.)	Co-parenting relationship trainings between separating and divorcing parents
	Solano Legal Access Center (SLAC) & Family Law Facilitator	Support unrepresented people with family law and guardianship cases
Workforce Alliance of the North Bay	Lake/Mendocino, Napa/Sonoma/Marin, and Ukiah Parole Units	Reentry services to individuals in-custody at state prisons and state prison parolees.
	Sheriff's Departments in each WANB county	Operate adult detention facilities
	Probation Departments in each WANB county	Supervision of individuals on probation
	Center for Employment Opportunity (CEO)	Reentry employment provider

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

	Manzanita	Serve adults experiencing behavioral health challenges through Peer Support Wellness and Education Centers
	Mendocino County AIDS/Viral Hepatitis Network	Care coordination and advocacy for HIV+ individuals and their families
	On the Move VOICES Program	Wraparound services supporting reentry
	Plowshares	Work Release and Community Service Programs in partnership with the Mendocino County Sheriff's Office and Mendocino-Lake Alternative Services
	Project Sanctuary	Domestic Violence and Sexual Assault Prevention and Support
	Redwood Community Services	Behavioral healthcare services in Mendocino
	Tapestry	Comprehensive system of community-based mental health services for children and families, transition-age youth aging out of foster care up to age 24
	Ukiah Recovery Center	Residential and outpatient substance abuse treatment for addicted and homeless individuals
	Canal Alliance	Social services, education, and workforce training to immigrants in Marin
	Marin City Community Development Corporation (MCCDC)	Eight-week construction trades pre-apprenticeship training program followed by 2-week physical agility and math test requirements
	California Indian Manpower Consortium, Inc.	Training, employment, and other activities designed to meet the employment and training needs of their client population (member tribes, groups, organizations and Indians and other Native Americans living in its service area)
	Pinoleville Pomo Nation Vocational Rehabilitation Program	Counseling and guidance, medical, transportation, vocational training and education, on-the-job training and more to enrolled federal or state-recognized tribe members
	Ya Ka Ama Indian Education and Development, Inc.	Assistance for educational and vocational training programs, resume development, interview skills, financial support for work uniforms, materials, tools, background checks, GED attainment, etc. for Native Americans
Regional Workforce-Corrections and P2E Partners	North Bay TIP	Pre-apprenticeship program for clients that include justice-involved individuals
	Department of Rehabilitation	Career guidance and counseling, job search and interview skills training, independent living skills, on the job training, employment preparation, assistive technology, etc.
	California Human Development	Vocational training, housing, youth services and related services to low-income seasonal or migrant farmworkers (agriculture or fish) and dependents
	California Immigrant Policy Center	Legal and policy support to immigrants
	Conservation Corps North Bay	Education, training, counseling services to justice-involved individuals, including TAY
	Friends Outside	Family reunification and employment services to reentry population
	GEO Reentry Services	Non-residential reentry program contracted by probation departments providing "one-stop shop" for intensive supervision and treatment services
	North Bay Regional Center	Employment services for adults
	California Independent Living Centers	Advocate for policy and service delivery for all individuals with disabilities in California
	California Tribal TANF Programs	Assistance program for American Indians and Alaska Natives providing cash aid and supportive services to eligible needy children and families
	Labor Unions	Training, certification, and employment opportunities

Workforce-Corrections and P2E Implementation Strategies

Workforce-corrections partnerships will enable NBEC to implement the following innovative collaboration and systems-change strategies to enhance service provision and better meet the needs of the local and regional reentry populations.

1. Develop consistent communication, collaboration, and information sharing systems among partners to promote sustainable and successful implementation of workforce-corrections services and activities.

NBEC recognizes that connecting organizational cultures of local and state correctional systems and North Bay workforce agencies requires collaboration, communication, and ongoing support at leadership and staff levels. This strategy establishes and expands local and regional systems to promote information sharing and collaboration across agencies and partners through activities such as maintaining a P2E listserv, engaging in local and regional stakeholder meetings, piloting CommunityPro in Solano County as a formal information-sharing tool, and piloting an integrated assessment and shared case management program.

2. Increase and improve efforts to identify, recruit, enroll, and track the progress of justice-involved individuals receiving direct employment services.

This strategy implements an integrated assessment and shared case management pilot program, bringing together local justice and workforce partners to test a scalable model. The pilot includes conducting in-custody Risk/Needs/Responsivity (RNR) and Job Readiness assessments. Activities will facilitate communications between WDBs and justice partners in order to integrate the assessment findings and enable shared case management, linking individuals to appropriate services to support improved long-term employment outcomes and deliver cost savings. Other strategy activities build on existing successful practices, such as expanding the use of “navigators” at one-stop and day reporting centers. Navigators have deep knowledge of the justice system, employment resources, and regional providers and can make informed, effective service placements for individuals providing necessary soft-skills training and pre-apprenticeship, apprenticeship, and industry-relevant education opportunities. They will also facilitate and strengthen local partnerships and provide technical assistance to contractors.

3. Increase the capacity of WDB staff and partners with training to better serve the justice-involved population.

NBEC stakeholders noted the need for formal training and case-specific cross-training between justice partners, CBOs, and WDBs. This strategy asks stakeholders to identify and inventory training needs. The Regional Training Coordinator will then recruit trainers, develop an ongoing training schedule, and implement the training programs. Based on initial planning stakeholder feedback, training topics may include: understanding barriers experienced by justice-involved individuals, relevant policy review (e.g., AB 1008, Work Opportunity Tax Credit, CA New Employment Tax Credit, Federal Fidelity Bonding), trauma-informed service provision, and cultural competency. Activities in this strategy support the goals of the workforce-corrections partnership by identifying specific gaps in providers’ capacity to serve the justice-involved population and opportunities to build and sustain their ability to serve this population over time.

4. Align training opportunities for justice-involved individuals with regional labor market trends and needs.

Research demonstrates that justice-involved individuals have complex education and training needs and that “linking those needs to training that articulates to post-release opportunities is essential for successful reentry.”² This strategy employs activities to inventory existing in-custody trainings and ensure that new and existing pathways link in-custody training to post-release services and employment opportunities to improve alignment of services with market needs. Activities also leverage the expertise

² Taliaferro, W. & Pham, D. (2017). *Incarceration to reentry: Education and training pathways in California*. Reconnecting Justice in the States, p. 1. Retrieved from <https://files.eric.ed.gov/fulltext/ED582912.pdf>

of partners with deep local regional knowledge and best practices in building employment pathways for hard-to-employ individuals by bringing stakeholders together to address gaps in in-custody training and certification curricula. While California Department of Corrections and Rehabilitation (CDCR) has worked to ensure there are Career and Technical Education (CTE) training opportunities across six career sectors, the regional planning process indicated a need to ensure individuals under local supervision receive comparable opportunities to participate in stacked trainings mapped to post-release services and employment available in their region. This strategy expands existing regional models and addresses a comprehensive range of services to ensure that justice-involved individuals move towards job readiness with available employment pathways.

5. Align and fund services that reduce barriers for accessing employment services and maintaining employment for justice-involved individuals. During planning, stakeholders and justice-involved individuals identified the following key types of barriers to employment services: behavioral health issues, including substance abuse; housing, transportation, other basic needs, child support payments and childcare challenges; legal needs; and general stigma towards individuals with justice involvement. In response, WDBs plan to collaborate with county agencies and CBOs to identify opportunities to group supportive service provision to promote a holistic approach to service delivery, such as bundling services like transportation support with clothing and food subsidies. WDBs will also engage the Department of Rehabilitation, county social services agencies, and appropriate CBOs in targeted conversations about how barriers intersect and compound for some individuals, such as those with disabilities, non-English speakers, and low-income individuals to ensure they receive appropriate supportive services. In addition, WDBs will provide resources to navigators and case managers to help identify and link these individuals to services. P2E funds will be used to further enhance WDB services and support contracted agencies that either a) need additional support to recruit, serve, and track services specifically for the justice-involved population or b) already serve the justice-involved population and would benefit from additional support to serve more individuals.

6. Provide paid “Earn & Learn” training services that will accelerate career development success and advancement for justice-involved individuals. Research has demonstrated that Earn and Learn services that provide subsidized employment with training often lead to long-term employment by developing job readiness, making justice-involved individuals more competitive in the job market.³ They are also effective for supporting individuals who need job training and also require immediate income assistance. Through this strategy, WDB will engage with employer partners to first identify current low or no-cost on-the-job training programs in the region, and then prioritize them to receive P2E funds to further subsidize and implement them. Activities also build in data collection and tracking to monitor implementation progress.

NBEC values collaboration with CBOs as a key component of its workforce-corrections partnership modification, as many CBOs in the region provide peer services and are culturally responsive to the needs of the population. Through the planning process, NBEC identified and began outreach to over 50 CBOs in order to generate an inventory of services available to justice-involved individuals, thus establishing new and strengthening existing CBO partnerships in the region. Many CBOs, particularly those that provide supportive services, do not specifically target programs to the justice-involved population nor collect data on the population, but are considered key resources because they work to create opportunities, remove barriers, and restore dignity to their clients. Over 20% of partners serve multiple counties in the region,

³ Council of State Governments Justice Center (2013). *Integrated reentry and employment strategies: Reducing recidivism and promoting job readiness*. Retrieved from http://csgjusticecenter.org/wp-content/uploads/2013/09/Final.Reentry-and-Employment.pp_.pdf

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

creating more deeply aligned programs and enabling cross-pollination of best practices. In general, CBOs in the region currently provide the following services:

- In-custody supports such as Adult Education (HSD, GED, CTE), mental health and substance abuse treatments, reentry counseling and case management
- Reentry supports such as educational and job training at Day Reporting Centers, access to felon-friendly employers through PACT events and vocational programs, paid on-the-job training opportunities, pre-apprenticeship programs and related support such as transportation, child care, certification and licensing fees, and other expenses
- Preventative supports like trauma and mental health support
- Ongoing post-release supports such as medical, mental health and substance abuse counseling
- Low or no-cost legal services such as criminal record expungement and driver's license retrieval
- Specialized vocational programs and related supports for transitional-aged youth (TAY), the homeless, veterans, individuals with disabilities, and Native Americans

NBEC plans to use P2E funds to implement the six aforementioned strategies and to modify the types and quantity of the direct, supportive, and Earn & Learn services available locally and throughout the region. The following table shows current direct services in the region and the services P2E funds will enhance by expanding agencies' capacity to serve justice-involved individuals, or improving their ability to identify and refer individuals with justice-involvement to these services. Local boards will expand and/or enhance direct services according to identified needs. WANB will prioritize promoting access to resources across its member counties. WANB will also direct P2E grant funds to invest in the partnership between the Lake County Sheriff's Office and Woodland Community College to provide pre-release training and educational services in Lake County, in addition to using the career navigators and other workforce service agencies to improve access to more robust and leveraged career services, vocational training, and reentry planning across all four counties. Solano WDB will prioritize developing its CommunityPro pilot to provide more integrated reentry planning and case management for probationers, parolees, and pre-trial diversions, as well as invest in its partnership with Solano Community College to expand post-release educational programs and career services. Solano WDB will also invest in pre-release occupational training in partnership with the Sheriff's Office and develop joint career services programming with Probation, blending service delivery with local CBOs. Sonoma WIB will invest in expanded capacity and increased coordination between workforce services and corrections case managers to provide more targeted services to reentry individuals. Services provided with P2E funds will add to and enhance existing America's Job Center of California (AJCC) services offered at the Day Reporting Center and at the Sonoma AJCC. Career exploration, assessment and workshops will begin during the pre-release period and continue post-release through warm-handoff referrals.

	Education and ESL		Career Services		Vocational & CTE training/certifications		Reentry planning & case management		Pre-Apprenticeship	
	Pre-Rel.	Post-Rel.	Pre-Rel.	Post-Rel.	Pre-Rel.	Post-Rel.	Pre-Rel.	Post-Rel.	Pre-Rel.	Post-Rel.
Solano	R, Δ	R, Δ	R, Δ	R, Δ	R, Δ	R, Δ	R, Δ	R, Δ	R, Δ	X, Δ
Sonoma	R, Δ	X, Δ	R, Δ	X, Δ	Δ	X, Δ	R, Δ	R, Δ		X, Δ
WANB	R, Δ	X, Δ	R, Δ	X, Δ	Δ	X, Δ	R, Δ	R, Δ		X, Δ

Key: X = Service currently exists but providers do not explicitly serve or outreach to the justice-involved population; R = service exists and provider explicitly serves the justice-involved population; Δ = P2E funds will be used to expand this service

The table below shows NBEC's plan to use P2E funds to enhance supportive and Earn & Learn services in the region. The region will expand its current partnerships with agencies including Legal Services of Northern California, Catholic Charities, the Pinoleville Pomo Nation Vocational Rehabilitation Program, Indian Health Services, and La Clinica for supportive services. They may also expand partnerships with North Bay TIP, North Bay Regional Center, Marin CDC Construction Trades Program, CA Human Development, and Conservation Corps North Bay for potential Earn & Learn services. WDBs will use the

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

integrated risk assessment, shared case management, and CommunityPro pilots to strategically refer individuals to appropriate services and track referrals.

	Physical and Behavioral Health Care ⁴		CBT & Pro-social Norms Training		Legal Support		Housing Support		Transportation, Food, and Clothing		Childcare Support, Family Services, & Reunification		Earn & Learn Services	
	Pre-Rel.	Post-Rel.	Pre-Rel.	Post-Rel.	Pre-Rel.	Post-Rel.	Pre-Rel.	Post-Rel.	Pre-Rel.	Post-Rel.	Pre-Rel.	Post-Rel.	Pre-Rel.	Post-Rel.
Solano	R	R, Δ	R	R		R, Δ		R	N/A	R	R	X, Δ		X, Δ
Sonoma	R	R	R	R		R		R, Δ	N/A	R, Δ	R	R		Δ
WANB	R	R	R	R		R		X, Δ	N/A	X, Δ	R	X, Δ		Δ

Key: X = Service currently exists but providers do not explicitly serve or outreach to the justice-involved population; R = service exists and provider explicitly serves the justice-involved population; Δ = P2E funds will be used to expand this service

WDBs will work together to monitor and update an inventory of service providers and share it with P2E stakeholders so that the navigators and integrated assessment partners established through P2E funds can conduct targeted and informed outreach and recruitment. This will happen concurrently with the CommunityPro pilot in Solano and the integrated assessment pilot, which will enhance the ability to refer and enroll individuals in supportive services. These activities will also leverage the navigator position funded by P2E by ensuring the individuals in those positions are well versed in supportive services throughout the region to improve current outreach and recruitment efforts. Existing Parole and Community Team (PACT) meetings will also function as key outreach and recruitment tools, particularly for accessing individuals released from state facilities as all recently released are required to attend.

NBEC will support job retention by using findings from the P2E-funded integrated assessment and shared case management pilot to link individuals to appropriate supportive services that meet their needs. Such referrals will reduce the likelihood of individuals being referred to inappropriate services and ensure that supportive service referrals are tailored to address each individual's specific barriers to employment, thus promoting ongoing participation in direct services and job retention. The plan's proposed strategies mitigate barriers to employment by providing services to address behavioral health issues, subsidize and improve access to transportation and childcare, and help identify transitional or supportive housing opportunities in the region. Integrated assessment findings will identify individuals who would be most successful in Earn & Learn services based on their risk of reoffending and job readiness levels.

Collaboration and Shared Case Management

P2E planning sessions emphasized the need for improved case management and warm hand-offs from pre- to post-release. Sessions also initiated communication pathways between parole, probation, workforce partners and key CBOs who serve the justice-involved population. Through the proposed strategies, collaboration and shared case management improve pre- and post-release workforce planning and referrals will happen in several ways:

- The integrated assessment and shared case management pilot builds in consistent, ongoing communication between workforce personnel and probation agencies in pilot counties and will ensure that individuals are referred to services that meet their individualized needs. For this pilot, information sharing processes will be established based on local practices and expectations enabling

⁴ Behavioral Health Care refers to treatment for substance use disorders and mental illness, including reentry planning to ensure individuals continue receiving care after release from custody.

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

justice partners conducting RNR assessments and workforce staff conducting job readiness assessments to align findings and make appropriate referrals pre- and post-release.

- The CommunityPro pilot will facilitate information sharing, enabling case managers to obtain current information about the education and training an individual received while incarcerated.
- WDBs will increase their presence and business development services to increase information-sharing and service linkages at PACT meetings facilitated by parole units throughout the region.

In each non-pilot county, WDB staff will leverage the momentum of the planning process to develop effective information-sharing processes to ensure that WDBs can access information about individuals' certifications and accomplishments while incarcerated. NBEC will also leverage lessons learned from the pilots to scale those efforts into other counties as appropriate.

Data Collection and Evaluation

Sonoma WIB staff will be responsible for ensuring all relevant program data are collected and reported. NBEC will use the state's P2E indicator in CalJobs, which will greatly enhance their ability to track justice-involved individuals. However, until its implementation, each WDB will maintain its own records of P2E participants using existing performance monitoring systems and metrics and adding additional indicators as appropriate. The lead analyst from Sonoma WIB will facilitate this process. NBEC will ensure that P2E-funded activities support these efforts so that an evaluation of the effectiveness of the P2E initiative in the region can be conducted.

Regional Labor Market Needs, Sector Pathway Programs, and Partnerships

Building Corrections Partnerships into Existing Regional Sector Pathways

NBEC is engaged in multiple initiatives focused on building pipelines for low-skill students and jobseekers to access and succeed in middle skill jobs and careers. In addition to the WANB regional partnership, NBEC established the Northern California Career Pathways Alliance (NCCPA) and the North Bay Business Sector Alliance (NBBSA). NBEC developed career pathway programs for each of its target sectors as a part of the NCCPA and is involved in ongoing recruitment of Business Champions and other industry experts to consult on these pathways as a part of the NBBSA initiative. Through the NCCPA, NBEC and its partners conducted extensive work to determine whether existing training and education programs met industry workforce needs. To enhance efforts to serve the justice-involved population, NBEC will build upon NCCPA efforts, leverage new partnerships established through the Bay Area Community College Consortium (BACCC), and align ISPs established through the NBBSA to expand service provision to justice-involved individuals.⁵ Additionally, NBEC will engage in the following activities to incorporate workforce-corrections partnerships into existing sector pathways:

- Leverage staff capacity-building efforts key to the NBBSA, which focuses on business engagement practices by using trained business services and industry-focused staff to expand business development efforts to include hiring justice-involved individuals.
- Utilize the growing regional partnership with the North Bay TIP for pathways into the construction trades.

⁵ See the North Bay Employment Connection WIOA Regional Plan for 2017-2020 for a detailed description of existing partnerships, such as the Sonoma-Marín and the Napa-Solano Healthcare ISPs & the Hospitality ISP. Retrieved from <https://cwdb.ca.gov/wp-content/uploads/sites/43/2017/03/NBEC-North-Bay-Regional-Plan-FINAL.pdf>

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

- Leverage and align other regional funding streams, including the Regional Plan Implementation to expand business services capacity for justice-involved individuals; Regional Organizer and Regional Training Coordinator funds to facilitate workforce board information flow and training alignment; Slingshot 2.0 funds to augment P2E strategies by including P2E-related workshops at a regional conference for front-line staff; and potential AB 1111 funds to extend P2E resources.

Through its initial 2017-2020 regional planning process, NBEC identified Construction; Healthcare and Social Assistance; Hospitality and Tourism; Manufacturing; and Professional, Scientific, and Technical Services as the industries or clusters that have the most prominent place in the region's economy. Stakeholder sessions and a review of labor data suggest that these continue to be prominent industries, with the addition of Transportation and Logistics. In addition to current regional information sharing efforts, NBEC will use activities detailed in the first strategy described above, such as the P2E listserv and stakeholder meetings, to share updates and resources about industry and occupation opportunities.

Identifying and Partnering with Employers

NBEC's 17-20 Regional Plan includes extensive labor market analyses and forecasts as well as a discussion of priority sectors and employment pathways. However, these analyses do not take into account which employers participate in fair chance hiring practices, or which industries are open to hiring justice-involved individuals. To address these gaps, NBEC will conduct outreach to industry and trade union partners, continuing the outreach it began during the workforce-corrections planning process. Updated information about priority industry sectors and occupations will be communicated primarily through quarterly stakeholder sessions, monthly listserv emails, and enhanced WDB business development efforts.

NBEC also began outreach with business partners through the planning process, providing an overview of the workforce-corrections partnership, P2E, and the benefits of employing individuals with justice involvement. Ongoing conversations will identify employers willing to partner publicly with WDBs (see Appendix D) and inform the development of an internal list of employers who will hire justice-involved individuals. WDBs determined that this list should remain an internal resource as they build stronger relationships with employers while concurrently conducting training and outreach activities across the region to reduce the stigma associated with employing formerly incarcerated individuals. WDB staff will use this list to inform future outreach and recruitment efforts to target industry employers. Throughout and following the outreach process, NBEC staff will develop and refine resources informing employers about the benefits of hiring justice-involved individuals (see Appendix D). These resources will be used in outreach activities including emails, phone calls, listserv updates, and stakeholder meetings. Additionally, NBEC will facilitate information sharing regarding priority industry sectors and occupations among stakeholders through regional and county-specific contact lists, quarterly regional stakeholder meetings, monthly NBEC directors meetings, and PACT job fairs.

Linking Corrections Partnerships to Existing State Board Grantee Services

There are limited Forward Focus, Workforce Accelerator, and High Road Partnerships grantees in the North Bay. California Human Development (CHD) was named a Forward Focus 1.0 grantee in 2017, with funds dedicated to supporting partnerships between CHD and workforce and corrections agencies in San Joaquin County, which is not an NBEC member county. For the purposes of the Forward Focus grant, CHD primarily partnered with the San Joaquin Workforce Investment Board and San Joaquin County Community Corrections Partnership. However, CHD sits on both the WANB and Solano WDB workforce boards, and serves as Solano's One-Stop Operator, leading to a close partnership in both workforce areas. There is an opportunity during the implementation of the regional plan modification for NBEC to partner with CHD to leverage CHD's existing capacity to provide job and career training services to justice-involved

individuals. NBEC will work with CHD field offices in Lake, Mendocino, Napa, Solano, and Sonoma and its training center in Sonoma County to identify opportunities to link justice-involved individuals to CHD's customized trainings, on-the-job training, and subsidized work experience initiatives.

Anticipated Changes to MOUs

Existing MOUs with AJCCs streamline processes, create access to programs and resources, and enable partners to improve and enhance services to justice-involved individuals. Anticipated changes to MOUs reflect the region's new workforce-corrections strategies. Dependent on local policy and procedures, WDB Directors will identify necessary changes to existing MOUs with currently contracted CBOs. Such changes will likely be similar to AJCC changes to include mandatory trainings to ensure competency for working with justice-involved individuals and expectations for collaboration with WDBs, AJCCs, and justice partners, as appropriate. The regional planning process created important opportunities for WDBs to engage justice partners in their area. Through this engagement, Directors and staff from each WDB began conversations about the P2E Initiative and strategies for increasing collaboration to achieve successful employment outcomes for justice-involved individuals. AJCCs will explore the inclusion of corrections partners into new comprehensive and/or affiliate MOUs. It is not anticipated that corrections partners will be included on-site and therefore will likely not be included in the infrastructure funding agreements. However, corrections partners may be included in career activities and in-kind contributions in areas such as attending new trainings, conducting additional job readiness assessments, expanding definitions of individuals with barriers to employment to explicitly include individuals with justice involvement, and sharing case management of individuals currently under supervision with state and local justice partners, depending on the WDB. Inclusion of corrections partners in AJCC activities will also aid in higher achievement of Hallmarks of Excellence certification, which will augment AJCC MOU service delivery. WDBs anticipate continuing conversations to establish separate MOUs with Probation Departments and Sheriffs' Offices, as appropriate. They anticipate that MOUs will outline expectations for continued collaboration/information sharing and exchange of in-kind services to enable WDBs and/or contractors to provide services in-custody, and will promote justice partner referrals to AJCCs and other WDB and/or contracted employment services. Each MOU will be developed within local contexts to adhere to local ordinances and policies.

Multi-Craft Core Curriculum (MC3) Pre-Apprenticeship Partnerships

NBEC partnered with the North Bay Building and Construction Trades Council (NB BCTC - covering Marin, Sonoma, Mendocino, and Lake Counties) and the Napa-Solano Building and Construction Trades Council to offer the Trades Introduction Program (TIP). Initially funded by Prop 39, and now continuing with funds from the California Community Colleges Chancellor's Office's California Apprenticeship Initiative, TIP is coordinated by the NB BCTC and uses the Multi-Craft Core Curriculum (MC3). This pre-apprenticeship course is a free 120-hour introduction to the building and construction trades and has been offered on a rotating basis in different North Bay region counties. Because of agreements worked out with different North Bay apprenticeship programs, graduates are fast-tracked into the course. The resulting outcomes for individuals who have taken the course have been very good, with over 50% of those applying to apprenticeship programs gaining entry. In addition to the NB BCTC, TIP is offered in partnership with NBEC, the North Bay community colleges, the North Bay Apprenticeship Coordinators' Association, the Division of Apprenticeship Standards, the State Building and Construction Trades Council of CA.

Appendix A: Assessment of Need and Population Size

There are at least 16,981 supervised individuals across NBEC counties,⁶ 12,847 of whom are under probation, 982 under parole, and 3,152 incarcerated in county jails.⁷ Each year, California state prisons release approximately 900 individuals to the region and the region averages a 46% three-year recidivism rate.⁸ There are at least 16,981 supervised individuals across NBEC counties,⁹ 12,847 of whom are under probation, 982 under parole, and 3,152 incarcerated in county jails.¹⁰ Each year, California state prisons release approximately 900 individuals to the region and the region averages a 46% three-year recidivism rate.¹¹

Using available CalJOBS data, NBEC served a combined 98 justice-involved individuals in FY16-17, 150 in FY17-18, and 88 to date in FY18-19. Among the justice-involved individuals who received workforce services during this period, 17% reported measurable skill gains, 33% closed with employment, and 13% attained a credential. CalJOBS data, however, do not capture all services provided by NBEC's AJCCs to the reentry population. For example, Solano WDB hosted PACT meetings, Reentry Job and Resource Fairs, Clean Slate events, and a Second Chance Entrepreneurial Summit between FY16-17 and to date in FY18-19. Solano served 580 justice-involved individuals during this period using the more holistic purview of service provision. Having unique identifiers for services provided to P2E-eligible individuals, as the State WDB has proposed, will enable NBEC counties to more effectively and systematically track service provision over time.

Available data from NBEC corrections partners¹² provide a helpful, if limited, snapshot of the justice-involved population's demographics. Among probationers, the majority (57%) are White, 28% are Hispanic/Latino, 6% are Black/African American, and 5% are American Indian/Alaska Native. Other racial/ethnic groups each represent 1% or less of this population. While the probation population in the North Bay is largely White, the incarceration rates of minorities outpace their representation in the general population. In Mendocino and Sonoma County, for example, Black/African American individuals comprise <1% of the general population but are 6% of probationers. The justice-involved population in the North Bay also follows statewide and national trends in terms of educational attainment (most have less than a college education)¹³ and gender (82% male).

⁶ Probation, parole, and county jails do not have current, point-in-time publicly-available population data. The North Bay justice-involved population is an approximation based on the most up-to-date data available.

⁷ Probation data from California County Probation Data Dashboard, parole data from California Department of Corrections and Rehabilitation, county jail average daily population (ADP) from California Board of State and Community Corrections. Pre-trial figures were unavailable for this assessment.

⁸ California Department of Corrections and Rehabilitation, 2017 Outcome Evaluation Report. Retrieved from <https://sites.cdcr.ca.gov/research/wp-content/uploads/sites/9/2018/04/2017-Outcome-Evaluation-Report.pdf>

⁹ Probation, parole, and county jails do not have current, point-in-time publicly-available population data. The North Bay justice-involved population is an approximation based on the most up-to-date data available.

¹⁰ Probation data from California County Probation Data Dashboard, parole data from California Department of Corrections and Rehabilitation, county jail average daily population (ADP) from California Board of State and Community Corrections. Pre-trial figures were unavailable for this assessment.

¹¹ California Department of Corrections and Rehabilitation, 2017 Outcome Evaluation Report

¹² Sonoma and Mendocino County Probation Departments.

¹³ Only Sonoma County Probation provided educational attainment data.

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

Stakeholders who participated in the regional plan modification planning process¹⁴ share an interest in pursuing innovative, prevention-based strategies to promote workforce engagement for justice-involved individuals because they recognize that historical investments in corrections have prioritized punishment over prevention.¹⁵ Out of the planning sessions came an acknowledgement that the region's justice-involved population faces significant barriers to employment and that NBEC services have historically not evenly engaged in partnership with different corrections stakeholders to target services to this population. NBEC sees this opportunity to enhance services for the region's reentry population and improve workforce outcomes for a population that faces critically high unemployment rates.¹⁶ The strategies outlined in this plan modification address these barriers by building systems-changing, sustainable regional partnerships and service models to link justice-involved individuals to services and opportunities to earn a livable wage to support themselves and their families.

NBEC workforce-corrections stakeholders reached consensus on the need for funding in a few critical areas: capacity-building trainings and coordinated cross-training for workforce and corrections service providers; supportive services to facilitate access to employment; and Earn & Learn and direct services to promote job readiness, placement, retention, and advancement for justice-involved individuals. NBEC counties plan to build staff capacity, support a pilot integrated case management and service delivery model involving workforce and corrections staff and stakeholders, and increase the number of individuals referred to appropriate direct, supportive, and Earn & Learn services. As an evidence-based best practice, the integrated model pilot will promote continuity between pre- and post-release services, increase communication between partners, and engage workforce and corrections staff in capacity-building trainings to support cross-systems knowledge and enhanced service delivery.^{17,18} CommunityPro will also streamline referrals and monitor individuals' referral history to promote follow-up and appropriate service linkages. Both pilots will support more responsive data collection practices among NBEC partners to systematically track justice-involved individuals' utilization of services.

To promote continuous quality improvement and evaluate regional needs, Sonoma Human Services Department (HSD) will track and manage WIOA enrollment, service provision, and outcomes data for formerly-incarcerated and justice-involved individuals. Centrally housing NBEC workforce-corrections data formalizes an accountability lead and reporting pathway, ensures activities are responsive to regional needs, and facilitates information sharing among staff at the local boards and AJCC One Stops across the North Bay. NBEC directors will meet monthly and regional workforce-corrections stakeholders will meet quarterly. Data review will play a role at these meetings, as stakeholders will evaluate enrollment numbers against targets to plan activities that support the provision of direct, supportive, and Earn & Learn services. Additionally, these meetings will function as qualitative data collection activities, as workforce and corrections staff alike will have an opportunity to discuss activities funded by Prison to Employment resources and evaluate the evolving service needs of the region's justice-involved population. Partners

¹⁴ NBEC convened a diverse set of 100 stakeholders across the North Bay over the course of six stakeholder and community sessions, and collaborated with other agencies to share data from community members.

¹⁵ Taliaferro, W. & Pham, D. (2017). *Incarceration to reentry: Education and training pathways in California*. Reconnecting Justice in the States. Retrieved from <https://files.eric.ed.gov/fulltext/ED582912.pdf>

¹⁶ Couloute, L., & Kopf, D. (2018). *Out of prison & out of work*. Retrieved from <https://www.prisonpolicy.org/reports/outofwork.html>

¹⁷ Council of State Governments Justice Center (2017). *The integrated reentry and employment strategies pilot project: four questions communities should consider when implementing a collaborative approach*. Retrieved from https://csgjusticecenter.org/wp-content/uploads/2017/04/IRES-Four-Questions_April-2017.pdf

¹⁸ Lewis-Charp, H. (2016). *Bridging workforce and corrections cultures*. Mathematica Policy Research and Social Policy Research Associates. Retrieved from https://www.dol.gov/asp/evaluation/completed-studies/IB_MPR_SPR_LEAP_Culture.pdf

will evaluate how to improve and refine their shared case management, service navigator, and referral pilot activities to connect formerly-incarcerated individuals to appropriate services.

Appendix B: Stakeholder Outreach

NBEC engaged in ongoing communication with stakeholders listed in the State Board's Directory of Planning Partners as well as agencies and organizations identified during the regional plan modification process by listening session attendees, WDB staff, and additional research. Outreach began with an introductory workforce-corrections regional kickoff webinar led by NBEC's contracted consultant, Resource Development Associates (RDA), which provided an overview of the workforce-corrections partnership planning process and P2E grants. This was followed by email and phone invitations to participate in six county-specific stakeholder listening sessions, and promotion of two community member after hours listening sessions. Outreach was tracked in a shared Google Sheet, which was populated by RDA, NBEC's regional coordinator, and staff from each WDB (see the Outreach Tracking section below). All required partners were included in the outreach process and received invitations to the stakeholder listening sessions. If a partner was unable to be reached by email, a direct phone call was used. NBEC leveraged snowball recruitment practices by asking invited partners for recommendations on who else should be included. This method successfully helped NBEC to identify several CBOs that were not included on CWDB's contact map. A few partners were unresponsive and outreach attempts to these organizations and/or agencies are documented in the Outreach Tracking section below. Often, unresponsive agencies were those for whom no specific contact name, phone, or email were available, though NBEC staff and RDA tried several other contacts to identify the appropriate contact person. Prior to each stakeholder listening session, RDA and/or WDB staff contacted State Board staff members Bethany Renfree, Michael Dowdy, and Rafael Aguilera via email.

In order to perform feasible outreach while remaining consistent with a regional approach, WDB directors and RDA conducted stakeholder listening sessions in each of the region's six counties, four of which occurred simultaneously and were linked via a remote video connection. The introductory webinar preceded the listening sessions and established important context among the attending stakeholders engaged in the planning process. The list of stakeholder attendees across all listening sessions is included below in this section under Stakeholder Listening Session Participants.

Participating corrections stakeholders included County Probation, County Sheriff's Offices, State Parole, County Juvenile Probation, and members of Realignment (AB 109) Community Corrections Partnerships. Outreach to corrections partners, as well as county agencies like Human Services and state agencies such as the Department of Rehabilitation, is documented below. Although State Parole agents were vocal participants in the planning process, efforts to engage other state prison stakeholders and service providers were relatively unsuccessful. Engaging CSP San Quentin and CSP Solano service providers has historically been a challenge for NBEC and other regional workforce stakeholders due to state prison service providers having access to other state funding sources. For example, when the Marin Adult Education Consortium received AB 86 funding, a stakeholder from the high school at CSP San Quentin initially attended meetings but stopped after deciding that the prison's educational programs did not need AB 86 funds. Other stakeholder session attendees represented adult education and community college partners, county social service and child welfare agencies, independent living centers, the Department of Rehabilitation and CBOs from across the region, many of whom were not previously engaged with NBEC.

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

NBEC also held two after-hours community listening sessions for justice-involved individuals during this process. No one attended these sessions, which were promoted through probation departments, Day Reporting Centers, CBOs, and the WDB one-stops. In order to ensure perspectives of the justice-involved population were still included, RDA and NBEC included regional community engagement efforts' findings from other corrections evaluation and planning activities conducted by RDA and Rise Together.

While stakeholders were invited to provide input at any point in the process to NBEC or RDA, they provided the majority of input during stakeholder listening sessions and the public comment period. At the sessions, stakeholders participated in a range of activities designed to identify existing strengths of current partnerships, regional employment barriers and challenges, and potential strategies for leveraging strengths and reducing barriers. These activities included structured small group discussions, strategy brainstorm, and resource mapping. Following the stakeholder sessions, RDA continued the resource mapping process by contacting all agencies identified by stakeholders, including those who attended and did not attend the sessions, to a) share information about the workforce corrections partnership and P2E, and b) obtain additional information about their services, including who they serve, when and how they serve them, and the number of justice-involved individuals they typically serve. This information was used to develop the inventory of partners and their services (see Appendix C).

Stakeholder Listening Session Participants

Name	Agency	County	Email address	Phone Number
Wendy Mondfrans	Probation	Lake	wendy.mondfrans@gmail.com	(707) 262-4291
Kevin O'Brien	Probation	Lake	kevin.obrien@lakecountyca.gov	(707) 262-4285
Meredith Noyer	Probation	Lake	meredith.noyer@lakecountyca.gov	(707) 262-4285
Brian Martin	Sheriff	Lake	brian.martin@lakecountyca.gov	(707) 262-4200
Norm Taylor	Lake County Jail	Lake	norm.taylor@lakecountyca.gov	(707) 262-4261
Jacqueline Cummins	EDD	Lake	jacqueline.cummins@edd.ca.gov	(707) 463-4706
Theresa Showen	LCDSS Employment Services	Lake	theresa.showen@lakecountyca.gov	(707) 995-3749
Kim Mather	Dept. of Rehabilitation	Lake	kmather@dor.ca.gov	(707) 263-3595
Mary Sharlow	NCAEC	Lake	msharlow@yccd.edu	(707) 995-7913
Sheila Faulkne-Loser	Woodland Community College/Lake County Campus (WCC/LCC)	Lake	sfaulkne@yccd.edu	(707) 995-7907
Steve Wylie	WCC/LCC	Lake	swylie@ycc.edu	(707) 995-7905
Christy Gard	CareerPoint North Bay/MPIC	Lake	christy@careerpointnorthbay.org	(707) 530-2330
Candy De Los Santos	MPIC/CareerPoint	Lake	candy@mpic.org	(707) 530-2327
Lori Garzoli	Lake DCSS (Child Support)	Lake	lori.garzoli@co.lake.ca.us	(707) 262-4758

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

Name	Agency	County	Email address	Phone Number
Jose Varela	Public Defender	Marin	jvarela@marincounty.org	(415) 473-6333
Jill Francis	Child Support Services	Marin	jfrancis@marincounty.org	(415) 473-4067
Anna Pilloton	College of Marin	Marin	apilloton@marin.edu	(415) 485-9663
Kathy Takemoto	Adult Education Consortium	Marin	ktakemoto@srcs.org	(415) 492-3591
Ann Lopata	California Reentry	Marin	alopata@ca-reentry.org	(302) 373-7839
Racy Ming	North Bay RPU	Marin	racy@racymingassociates.com	(707) 888-4919
Dan Daniels	Workforce	Marin	dandaniels77@gmail.com	(415) 640-9664
Blia Xiong	Marin City Community Development Corps (MCCDC)	Marin	bxiong@marincitycdc.org	(415) 339-2837
Melissa Cadet	MCCDC	Marin	mcadet@marincitycdc.org	(415) 339-2837
Caran Cuneo	Career Point Marin	Marin	ccuneo@marincounty.org	(415) 473-3309
America Velasco	Sheriff's Office	Marin	a_velasco@marinsheriff.org	(415) 473-3203
Michael Dobbins	Sheriff's Office	Marin	mdobbins@marinsheriff.org	(415) 473-5115
Luis Luciano	Juvenile Probation	Marin	lluciano@marincounty.org	(415) 572-5708
Lawrence Colacion	CDCR - Parole	Mendocino	lawrence.colacion@cdcr.ca.gov	(707) 580-9602
Pam Jensen	UVAH	Mendocino	pamjensen@uvah.org	(707) 489-3496
Christy Smith	MLACE & UUSD/Adult School	Mendocino	cpedroncelli@uUSD.net	(707) 463-4960
Aimee Swearengin	DOR	Mendocino	aswearen@dor.ca.gov	(707) 463-4960
Ken Garcia	Parole	Mendocino	ken.garcia@cdcr.ca.gov	(707) 463-5713 x 214
Dino Franklin	Pinoleville VR Program	Mendocino	dinof@pinoleville-nsn.gov	(707) 462-7801
Skyler Ray	Pinoleville VR Program	Mendocino	skylerr@pinoleville-nsn.gov	(707) 462-7801
Christine Aguilar	EDD	Mendocino	Christine.Aguilar@edd.ca.gov	(707) 463-4772
William Feather	Sheriff's Office	Mendocino	featherw@co.mendocino.ca.us	(707) 463-4565
Lisa Weiler	Pinoleville VR Program	Mendocino	lisaw@pinoleville-nsn.gov	(707) 462-7801
Mo Mulheren	UVNA	Mendocino	ukiahvalleynetworking@gmail.com	(707) 391-3664
Frank Cuneo	NB TIP & WANB	Mendocino	frankcstr8@gmail.com	(707) 772-9811
Gillie Miller	Napa COE	Napa	gmiller@napa.coe.org	(707) 253-6831
Lynn Perez	HHS - SSSD	Napa	lynn.perez@countyofnapa.org	(707) 253-4697
Frank Cuneo	NB TIP	Napa	frankcstr8@gmail.com	(707) 772-9811
Dianna Chiabotti	Napa Valley College	Napa	dchiabotti@napavalley.edu	(707) 256-7256

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

Name	Agency	County	Email address	Phone Number
Debby Wilkins	HHSA - WIOA	Napa	debby.wilkins@countyofnapa.org	(707) 259-8787
Mary Butler	Probation	Napa	mary.butler@countyofnapa.org	(707) 259-8115
Julie Baptista	Probation	Napa	juile.baptista@countyofnapa.org	(707) 253-4361
Karina Castaneda	Child Support Services	Napa	karina.castaneda@countyofnapa.org	(707) 259-8289
Teresa Brown	Napa County HHSA	Napa	teresa.brown@countyofnapa.org	(707) 253-4277
Craig Burch	Probation	Napa	craig.burch@countyofnapa.org	(707) 299-1619
Sean Nunez	Department of Rehabilitation	Napa	sean.nunez@dor.ca.gov	(707) 253-4933
Ivan Arce	North Bay Regional Center	Napa	ivana@nbrc.net	(707) 256-1289
Karen Graff	GEO Reentry Services	Napa	kgraff@geogroup.com	(707) 254-4904
Bethany Smith	WDB	Solano	bsmith@solanowdb.org	(707) 648-4036
Brett Everidge	State Parole	Solano	brett.everidge@cdcr.ca.gov	(510) 876-1056
Caryn Brock	Superior Court	Solano	cabrock@solano.courts.ca.gov	(707) 561-7948
Christine Hess	Solano Adult Ed	Solano	christineh@vacaville.usd	(916) 705-4455
Damany Fisher	Solano Community College	Solano	damany.fisher@solano.edu	(707) 864-7278
Heather Henry	WDB	Solano	hhenry@solanowdb.org	(707) 863-3501
Jennifer Jaye	LCA	Solano	jjaye@lcaservices.com	(707) 784-7572
Joey Moreno	State Parole	Solano	joey.moreno@cdcr.ca.gov	(707) 373-5936
Karen Sheehy	Superior Court	Solano	kasheehy@solano.courts.ca.gov	(707) 207-7412
Kent Borowick	LCA	Solano	kborrowick@lcaservices.com	(510) 505-2600
Kim Moore	State Parole	Solano	kimberlyr.moore@cdcr.ca.gov	(916) 698-5707
Kitt Lee	SEC-WDB	Solano	klee@solanowdb.org	(707) 863-3514
Lenard Vare	LCA	Solano	lvare@lcaservices.com	(510) 505-2600
Matt Bailey	WDB	Solano	mmoonbailey@solanowdb.org	(707) 863-3575
Pam Posehn	Child Support	Solano	pkposehn@solanocounty.com	(707) 784-3606
Renee Smith	Sheriff	Solano	rlsmith@solanocounty.com	(707) 784-4813
Sheryl Cutler	SEC-WDB	Solano	scutler@solanowdb.org	(707) 863-3598
Shirley Lewis	Solano College	Solano	shirley.lewis@solano.edu	(707) 864-7122
Susan Labrecque	County Office of Education	Solano	slabrecque@solanocoe.net	(707) 399-4805
Tonia Wells	State Parole	Solano	tonia.wells@cdcr.ca.gov	(510) 876-6351
Wade Askew	Legal Services of Northern California	Solano	waskew@lsnc.net	(707) 515-4124
Alison Lobb	Probation	Sonoma	alison.lobb@sonoma-county.org	(707) 565-2168
Antonio Vigil	Job Link	Sonoma	avigil@schsd.org	(707) 565-5556
Arlene Junior	Court	Sonoma	ajunior@sonoma-county.org	(707) 521-6855
Brad Hecht	Probation	Sonoma	brad.hecht@sonoma-county.org	(707) 565-2168

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

Name	Agency	County	Email address	Phone Number
Cory Lemings	DOR	Sonoma	cory.lemings@dor.ca.gov	(707) 576-2507
Crissy Tuidor	WIB	Sonoma	ctuidor@schsd.org	(707) 565-8504
Darren Fravel	Probation	Sonoma	dfravel@sonoma-county.org	(707) 565-2266
David Wayte	DOR	Sonoma	dwayne@dor.ca.gov	(707) 576-2247
Frank Cuneo	NB TIP	Sonoma	frankcstr8@gmail.com	(707) 772-9811
George Garcia	AB109 Coordinator/Job Link	Sonoma	ggarcia@schsd.org	(707) 565-5621
Jessica Taylor	WIB/Job Link	Sonoma	jtaylor@schsd.org	(707) 565-5570
Katie Greaves	WIB/HSD	Sonoma	kgreaves@schsd.org	(707) 565-8501
Kristy Silva	Probation	Sonoma	kristy.silva@sonoma-county.org	(707) 565-8051
Liz Parra	Sheriff	Sonoma	liz.parra@sonoma-county.org	(707) 565-3116
Matt Perry	Probation	Sonoma	matt.perry@sonoma-county.org	(707) 565-3192
Nancy Miller	Santa Rosa Junior College	Sonoma	nmiller@santarosa.edu	(707) 527-4720
Nick Klein	CAO	Sonoma	nikolas.klein@sonoma-county.org	(707) 565-5312
Patti Andrews	WIB/Job Link	Sonoma	pandrews@schsd.org	(707) 565-7204
Peter Skinner	Sheriff	Sonoma	peter.skinner@sonoma-county.org	(707) 565-1698
Robert Halverson	Probation	Sonoma	robert.halverson@sonoma-county.org	(707) 565-3919
Samantha Feld	Probation	Sonoma	samantha.feld@sonoma-county.org	(707) 565-4455
Vanessa Fuchs	Probation	Sonoma	vanessa.fuchs@sonoma-county.org	(707) 565-6258

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

Outreach Tracking

The following table summarizes outreach efforts to entities identified by the California Workforce Development Board (CWBD), as well as additional stakeholders identified by NBEC and its partners. Representatives from each listed stakeholder were contacted via email and/or phone and invited to participate in an informational webinar about the workforce-corrections partnership and P2E initiative, as well as one of six stakeholder listening sessions conducted throughout the region.

Partner	County	Contact Name	Contact Email	Contact Phone	How contact was identified	Date initial contact made
Adult Education Program Consortia						
Sonoma County Adult Education Consortium	Sonoma	Nancy Miller	nmiller@santarosa.edu	(707) 527-4720	Directory	12/4/18
Napa Valley Adult Education Consortium	Napa	Eric Shearer	Erik.shearer@napavalle.y.edu	(707) 256-7150	Directory	12/4/18
Solano Adult Education Consortium	Solano	Christine Hess	christineh@vacavilleusd.org	not listed	Directory	12/4/18
Marin County Adult Education Block Grant Consortium	Marin	Elizabeth Pratt	ep Pratt@marin.edu	(415) 457-8811 x 8506	Directory	12/4/18
Marin County Adult Ed Program - Tamalpais Adult School	Marin	Jaemi Nash	JNaish@tamdistrict.org		Consultant	12/7/18
Mendocino-Lake CCD	Mendocino	Christy Pedroncelli Smith	cpedroncelli@uusd.net	(707) 463-5217	Directory	12/4/18
North Central Adult Education Consortium	Lake	Mary Sharlow	msharlow@yccd.edu	(707) 995-7913	WANB	12/7/18
North Central Adult Education Consortium	Lake	Eric Pomeroy	ericp@sutter.k12.ca.us		WANB	12/7/18
Napa Adult Ed Consortium	Napa	Elena Toscano	elena@nvaec.org		WANB	12/7/18
Strong Workforce (SWP) Regional Chair						
Bay Area Community College Consortium	Multiple	Rock Pfothenhauer	rock@baccc.net	(831) 479-6482	Directory	12/4/18 Consultant
Department of Rehabilitation						

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

Partner	County	Contact Name	Contact Email	Contact Phone	How contact was identified	Date initial contact made
Department of Rehabilitation	Sonoma, Lake, Mendocino	David Wayte	David.Wayte@dor.ca.gov	(707) 576-2247 x 11047	Directory	12/4/18
Department of Rehabilitation	Marin	Maryann Perrine	Maryann.Perrine@dor.ca.gov	(415) 893-7708	Directory	12/4/18
Department of Rehabilitation	Napa	Sean Nunez	sean.nunez@dor.ca.gov	(707) 253-4933	Directory	12/7/18
Department of Rehabilitation	Solano	Marlyn Karrasch	marlyn.karrasch@dor.ca.gov		Solano WDB	12/4/18
Department of Development Services						
North Bay Regional Center	Napa, Solano, Sonoma,	Gabriel Rogin	not listed	(707) 256-1100	Directory	Called 12/5/18 & left voicemail
Golden Gate Regional Center	Marin, San Francisco, San Mateo	Eric Zigman	not listed	(415) 546-9222	Directory	Called 12/5/18 & left voicemail; emailed
Redwood Coast Regional Center	Del Norte, Humboldt, Lake, Mendocino	Rick Blumberg, Ph.D.	not listed	(707) 462-3832	Directory	Called 12/5/18 & left voicemail
Napa Valley Support Services	Napa	Beth Kahiga	beth@napavalley-supportservices.org	(707) 253-7490	WANB	12/7/18
Redwood Coast Regional Center	Del Norte, Humboldt, Lake, Mendocino	Cindy Claus-John	cclaus-john@redwoodcoastrc.org	(707) 462-3832 x 224	WANB	Emailed 12/10/18
Ukiah Valley Association for Habilitation	Mendocino	Pamela Jensen	pamjensen@uvah.org	(707) 468-8824	WANB	Emailed 12/10/18
People Services	Lake	Dana Lewis	l_dana@rocketmail.com	(707) 263-3810	WANB	Emailed 12/10/18
State Council on Developmental Disabilities	Lake, Mendocino	Sheli Wright	Sheli.Wright@scdd.ca.gov	(707) 463-4700	WANB	Emailed 12/10/18
Independent Living Centers						

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

Partner	County	Contact Name	Contact Email	Contact Phone	How contact was identified	Date initial contact made
Marin Center for Independent Living (MCIL)	Marin	not listed	not listed	(415) 459-6245	Directory	Called 12/5/18 & left voicemail with Susan
Disability Services & Legal Center (DS & LC)	Sonoma	Lake Cowell	not listed	(707) 528-2745	Directory	Called 12/5/18 & left voicemail; spoke on 12/6/18
Administration for Community Living (ACL)		Elizabeth Akinola	Elizabeth.akinola@acl.hs.gov	not listed	Directory	12/4/18
Aldea Family Services	Marin	John Kniep	johnk@aldeainc.org	(707) 224-8266 x 622	WANB	12/7/18
California Foundation for Independent Living Centers (CFILC)		Christina Mills	not listed	(916) 326-1690	Directory	Called 12/5/18 & left voicemail
Health and Human Services						
For CalWORKS County Contact		Emily Hering	Emily.Hering@dss.ca.gov		Directory	12/6/18
For CalFresh County Contact		Sarah Turner	sarah.turner@dss.ca.gov		Directory	12/6/18
Marin County HHS	Marin	Kari Beurman	KBeurman@marincounty.org		Consultant	12/6/18
Napa County HHS (CalWORKS, CalFresh)	Napa	Lynn Perez	lynn.perez@countyofnapa.org	(707) 253-4697	Laura	12/6/18
Mendocino County Social Services	Mendocino	Debbie Worra	worrad@co.mendocino.ca.us		WANB	12/10/18
CalFresh Employment and Training						
Lake County Social Services	Lake	Theresa Showen	Theresa.Showan@lakecountyca.gov		WANB	12/10/18
Solano County Health & Social Services	Solano	Angela Shing	adshing@solanocounty.com	(707) 553-5173	Solano WDB	12/4/18
Lake County Social Services (CalFresh)	Lake	Rachael Dillman	Rachael.Dillman@lakecountyca.gov	(707) 995-4290	WANB	12/10/18
CalFresh	Sonoma	Greg Baker	gbaker@schsd.org	(707) 565-2092	CA State CalFresh	12/6/18
Mendocino County Social Services	Mendocino	Debbie Worra	worrad@co.mendocino.ca.us		WANB	12/10/18
CA Employment Development Department (EDD)						

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

Partner	County	Contact Name	Contact Email	Contact Phone	How contact was identified	Date initial contact made
EDD	Lake, Mendocino	Robyn Stalcup	robyn.stalcup@edd.ca.gov		WANB	12/10/18
EDD	Lake, Mendocino	Jacqueline Cummins	jacqueline.cummins@edd.ca.gov	(707) 463-4706	WANB	12/10/18
EDD	Solano	David Tam	David.Tam@edd.ca.gov	(707) 648-5569	Solano WDB	12/4/18
EDD	Solano	Andrea Lackey	Andrea.Lackey@edd.ca.gov		Solano WDB	12/4/18
EDD	Napa, Solano	Paula McCray	PMccray@edd.ca.gov			12/4/18
Immigrant Serving Organizations						
Centro Laboral de Graton	Sonoma	Jesus Guzman	jesus@gratondaylabor.org	(707) 829-1864	Directory	12/4/18
California Immigrant Policy Center		not listed	info@caimmigrant.org	(213) 250-0880	Directory	12/4/18
Cal Human Development	Napa, Marin, Lake, Mendocino	Paul Castro	paul.castro@cahumandevlopment.org	(916) 371-8220 x 4313	WANB	12/4/18; 1/28/19
Immigrant Legal Services						
Canal Alliance	Marin	Omar Carrera	not listed	(415) 454-2640	Directory/Consultant	Called 12/5/18 & left voicemail
Vital Immigrant Defense Advocacy and Services (VIDAS)	Sonoma	not listed	not listed	(707) 523-1740	Directory	Called; followed up with staff attorney: Richard rcoshnear@vidaslegal.org and ED Margaret: mmcabe@sonic.net 12/6/18
WIOA 166 & 167 Grantees						
CA. Indian Manpower Consortium	Mendocino	Velma Whitebear, Field Office Supervisor	velmaw@cimcinc.com	(916) 920-0285	WANB	12/7/18
Ya Ka Ama Indian Education and Development, Inc.	Sonoma	not listed	wioa@ya-ka-ama.org	(707) 881-1541	Directory	12/4/18

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

Partner	County	Contact Name	Contact Email	Contact Phone	How contact was identified	Date initial contact made
Reentry Organizations						
Center Point - N. California Corporate Office	Marin	Steve Jackson, VP of Criminal Justice Programs	sjackson@cpinc.org	(415) 492-4444	Directory	12/4/18
Center Point - STOP 2 Main Office Specialized Treatment for Optimized Programming	Marin	Maurice Lee, VP Center Point	mlee@cpinc.org	(415) 526-2941	Directory	12/4/18
Center Point - Multi-Service Center	Marin		cpmail@cpinc.org	(415) 456-6655	Directory	12/4/18
Center Point - Adult Residential	Marin		cpmail@cpinc.org	(415) 454-9444	Directory	12/4/18
Center Point - Women & Children's Residential	Marin		cpmail@cpinc.org	(415) 459-2395	Directory	12/4/18
Center Point - Medical Clinic	Marin		cpmail@cpinc.org	(415) 456-6655	Directory	12/4/18
Center Point - CAJI	Marin		cpmail@cpinc.org	(415) 991-5787	Directory	12/4/18
Archway Recovery	Solano		archway_recovery@sbcglobal.net	(707) 435-1804	Directory	12/4/18
Bi-Bett	Solano		bbacct@att.net	(925) 798-7250	Directory	12/4/18
Friends Outside (Drop-In Center @ Sonoma County Main Adult Detention Facility)	Sonoma		office@friendsoutsidesonoma.org	(707) 526-7318	Directory	12/4/18
Center Point - DAAC	Sonoma		dsmith@daacmail.org	(707) 571-2333	Directory	12/4/18
McAlister Institute	Napa		jeannem@mcalisterinc.org	(707) 257-7078	Directory	12/4/18
BI Geo Reentry Services	Mendocino	Kirsty Thornton, Program Manager	mthornton@geogroup.com	(707) 463-1039	In person	12/19/18
Lake County Day Reporting Center	Lake	Josey Sinclair, Probation Aide	Josephine.Sinclair@lakecountyca.gov	(707) 263-3025	WANB	12/7/18
GEO Re-entry Services	Napa	Karen Graff	kgraff@geogroup.com		Webinar participant	12/7/18; 12/17/18
Parole Units						

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

Partner	County	Contact Name	Contact Email	Contact Phone	How contact was identified	Date initial contact made
Ukiah	Mendocino	Lawrence Colacion	Lawrence.Colacion@cdcr.ca.gov	(707) 463-5713	Directory	Called 12/5/18 but couldn't leave message; emailed other officers for contacts; 12/17/18 email
Vallejo	Solano	Joey Moreno	joey.moreno@cdcr.ca.gov	(707) 648-5372	Directory	12/4/18
Santa Rosa	Sonoma	not listed	not listed	(707) 576-2200	Directory	Called 12/5/18 but couldn't leave message; emailed other officers for contacts; 12/17/18 email
Napa County Sonoma County Marin County	Napa Sonoma Marin	Randy Krings	Randy.krings@cdcr.ca.gov	(415) 244-4281	Other parole contact	emailed 12/17/18
Lake County Mendocino County	Lake Mendocino	Lawrence Colacion	Lawrence.Colacion@cdcr.ca.gov	(707) 580-9602	Other parole contact	emailed 12/17/18
County Probation						
Lake County	Lake	Josey Sinclair	Josephine.Sinclair@lakecountyca.gov	(707) 262-4285	WANB	12/7/18
Lake County	Lake	Rob Howe, (Chief Prob. Officer), Wendy Mondfrans, (Chief Deputy Prob. Officer)	probation@lakecountyca.gov	(707) 262-4285	Directory	12/7/18
Mendocino County - Ukiah Office	Mendocino	Izen Locatelli, (Chief), Brady Bechtol, (Juvi), Katie A. Ford (Asst.)	locateli@mendocinounty.org bechtolb@mendocinounty.org fordka@co.mendocino.ca.us	(707) 234-6900	WANB	12/10/18
Mendocino County	Mendocino	Matt Kendall	Kendallm@mendocinounty.org		WANB	12/10/18

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

Partner	County	Contact Name	Contact Email	Contact Phone	How contact was identified	Date initial contact made
Lake County	Lake	Brian Martin	mbs@co.lake.ca.us	(707) 262-4200	WANB	12/10/18
Napa County	Napa	Mary Butler	mary.butler@countyofnapa.org	(707) 253-4431	Bruce	12/10/18, 12/17/18
Marin County	Marin	Mike Daly (Chief), Mario Zamudio (Deputy Chief), Andrea Krupinsky (Adult Division Director) Sam Klein (analyst)	mdaly@marincounty.org sklein@marincounty.org AKrupinsky@marincounty.org mzamudio@marincounty.org	(415) 473-6599	Consultant	12/6/18, 12/17/18
Mendocino County - Ukiah Office	Mendocino	not listed	not listed	(707) 234-6900	Directory; WANB	12/4/18
Mendocino County - Fort Bragg Office	Mendocino	not listed	not listed	(707) 234-6900	Directory; WANB	12/4/18
Mendocino County - Willits Office	Mendocino	not listed	not listed	(707) 234-6900	Directory; WANB	12/4/18
Solano County Probation	Solano	Katie Ward	KIWard@solanocounty.com		Solano WDB	12/4/18
Solano County - Fairfield	Solano	Kathleen Nunez	KENunez@SolanoCounty.com	(707) 784-7600	Solano WDB	12/4/18
Solano County - Vallejo	Solano	Augustina Simms	asimms@solanocounty.com	(707) 553-5531	Solano WDB	12/4/18
Sonoma County	Sonoma	not listed	david.koch@sonoma-county.org	(707) 565-2149	Probation Chief	12/14
U.S. Probation						
U.S. Probation	Solano	Becky Fidelman	becky_fidelman@caep.uscourts.gov	(916) 930-4321	Solano WDB	12/4/18
Local Child Support Agencies						
Lake County	Lake	Gail Woodworth	gail.woodworth@lakecountyca.gov	(707) 262-4774	Directory	12/4/18
Napa County	Napa	Janet Nottley	janet.nottley@countyofnapa.org	(707) 253-4250	Directory	12/4/18; 12/17/18
Marin County	Marin	Jill Francis	jfrancis@marincounty.org	(415) 473-4067	Directory	12/4/18; 12/17/18

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

Partner	County	Contact Name	Contact Email	Contact Phone	How contact was identified	Date initial contact made
Mendocino County	Mendocino	Randy Johnson	johsork@mendocinocounty.org	(707) 472-2800	Directory	12/4/18
Sonoma County	Sonoma	Jennifer Traumann	jennifer.traumann@sonoma-county.org	(707) 565-4023	Directory	12/4/18
Solano County	Solano	Pamela K Posehn	pkposehn@solanocounty.com	(707) 784-3606	Directory	12/4/18
Sheriff's Office						
Napa County	Napa		sheriff@countyofnapa.org	(707) 253-4501	Directory	12/7/18
Solano County	Solano	Renee Smith	RLSmith@SolanoCounty.com	(707) 784-4813	Solano WDB	12/4/18
Sonoma County	Sonoma	Heidi Keith	heidi.keith@sonoma-county.org		Online	12/14/18
Lake County	Lake	Brian Martin	mbs@co.lake.ca.us	(707) 262-4200	WANB	12/7/18
Mendocino County	Mendocino	Tom Allman, Sheriff	allmant@mendocinocounty.org	(707) 463-4411		12/7/18
Mendocino County	Mendocino	Matt Kendall, Undersheriff	Kendallm@mendocinocounty.org	(707) 463-5657		12/7/18
Mendocino County Inmate Services	Mendocino	William Feather	featherw@mendocinocounty.org	(707) 463-4565	WANB	12/7/18
Solano County	Solano	Jennifer Jaye	irjaye@solanocounty.com	(707) 784-7572	Solano WDB	12/4/18
CDCR Partners						
CA Medical Facility - Community Resources	Solano	David Maldonado		(707) 448-6841	Webinar participant	12/7/18
CA State Prison-Solano	Solano		cal_externalaffairs@cdcr.ca.gov		Webinar participant	12/7/18
Superior Court of California						
Solano County	Solano	Karen Sheehy	KASheehy@solano.courts.ca.gov		Consultant	12/7/18
Other County Re-entry Partners						
Fighting Back Partnership (FRC)	Solano	Melvina King	mking@fight-back.org		Solano WDB	12/4/18

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

Partner	County	Contact Name	Contact Email	Contact Phone	How contact was identified	Date initial contact made
Solano Legal Access Center (SLAC) & Family Law Facilitator	Solano		FLF@solano.courts.ca.gov		Solano WDB	12/4/18
Parent Edu & Custody Effective Program (P.E.A.C.E.)	Solano		DonnaA@fsusd.org	(707) 399-4666	Solano WDB	12/4/18
Solano Community College	Solano	Shirley Lewis	Shirley.Lewis@solano.edu		Solano WDB	12/4/18
California Indian Manpower Consortium, Inc.	Solano	Susan Morla	susanm@cimcinc.com		Solano WDB	12/4/18
Job Corps	Solano	Jubilee Taufetee	Taufetee.Jubilee@jobcorps.org		Solano WDB	12/4/18
Solano Community College	Solano	Celia Esposito-Noy	celia.esposito-noy@solano.edu	(707) 864-7299	Solano WDB	12/4/18
Napa-Solano Building Trades Council	Solano	Danny Bernardini	dannybctc@gmail.com	(707) 426-6454	Solano WDB	12/4/18
OE3	Solano	Holly Brown	hbrown@oe3jac.org	(707) 396-1216	Solano WDB	12/4/18
Goodwill - Greater East Bay	Solano	Kimberly Scrafano	kscrafano@eastbaygoodwill.org	(510) 698-7223	Solano WDB	12/4/18
Solano County Administrator's Office	Solano	Michelle Heppner	mheppner@solanocounty.com	(707) 784-3002	Solano WDB	12/4/18
Solano County Office of Education	Solano	Victor Romualdi	VRomualdi@Solanocoe.net	(707) 399-4432	Solano WDB	12/4/18
La Clinica	Solano	Ann Finkelstein	akfinkel7@gmail.com		Solano WDB	12/4/18
Solano County	Solano	Patricia Ayala	payala@solanocounty.com		Solano WDB	12/4/18
Abundant Place	Solano	Deanna Allen	deanna@abundantplace.org		Solano WDB	12/4/18
Solano County	Solano	Pat Nicodemus	penicodemus@solanocounty.com		Solano WDB	12/4/18
Princess House Clean and Sober	Solano	Robin Weidman	princesswithn@gmail.com		Solano WDB	12/4/18
Solano Court	Solano	John Ellis	jbellis@solano.courts.ca.gov		Solano WDB	12/4/18

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

Partner	County	Contact Name	Contact Email	Contact Phone	How contact was identified	Date initial contact made
Legal Services of Northern California	Solano	Wade Askew	waskew@lsnc.net		Solano WDB	12/4/18
Solano Community College	Solano	Damany Fisher	damany.fisher@solano.edu		Solano WDB	12/4/18
CA Reentry Program @San Quentin	Marin	Allyson West	awest@ca-reentry.org	(510) 301-8838	Consultant	12/6/18
Marin County Community Development Corp	Marin	Dr Melissa Cadet		(415) 339-2837	Consultant	12/6/18
Robby Poblete Foundation	Solano		info@robbypobletefoundation.org	(707) 654-8490	Solano WDB	12/6/18
Pinoleville Pomo Nation	Mendocino	Gabe Ray, Program Coordinator	GRay@pinoleville-nsn.gov	(707) 462-7801	WANB	12/7/18

Appendix C: Additional Outreach – Partner Services

Additional outreach was conducted between December 2018 and February 2019 to many of the service providers in the following table, which includes information about providers in the region, including the type of services they provide, where they offer services, whom they serve and corresponding eligibility requirements, the number of justice-involved individuals typically served, and if services are provided in-custody and/or post-release. Many agencies do not exclusively serve justice-involved individuals and do not track data on their participation, so numbers are included only for those that monitor participation of justice-involved individuals. The type of contact made is noted in the far right-hand column. If outreach was not attempted during this time period, N/A is used (note: These organizations may have been contacted during the previous outreach timeframe). All outreach was conducted by NBEC consultants.

Program/Service Name	Organization Type	NBEC County	Type of Service	Location(s) of Services Provided	Recipients of Services	Eligibility Requirements	Number of Justice-Involved Clients Served	Timing of Services	Type of Contact
Center for Employment Opportunity (CEO)	CBO	Marin	Job readiness training, job coaching and placement, transitional employment with paid work experiences, ongoing support to ensure retention. Services target reentry population.	Marin County	Adults and young adults recently released from custody, majority on probation or parole	Must be recently released	N/A	Reentry	N/A
California Indian Manpower Consortium	CBO	Mendocino	Vocational training and job placement services.	Ukiah, CA	Native Americans	Native American	N/A	Reentry Post-release	Email
Manzanita	CBO	Mendocino	Serves adults experiencing behavioral health challenges through Peer Support Wellness and Education Centers ("open door" peer support); Care Management Services by appointment at both locations.	Ukiah, CA Willits, CA	Adults with behavioral health issues		N/A	Reentry Post-release	Phone
Mendocino County AIDS/Viral Hepatitis Network (MCAVHN)	CBO	Mendocino	Intensive outpatient case management services for individuals with co-occurring disorders and/or chronic health issues with high utilization of emergency departments and/or jail services. Partnering with jail staff, Probation Dept. staff, Public Defender and District Attorney's offices to ensure alternatives to incarceration are offered and considered on case by case basis. Other programs: Care coordination and counseling services for HIV positive individuals and their families, and individuals with active Hepatitis C and their families, including help with food, transportation, housing, benefits advocacy, social groups. Syringe exchange program. Coordinated entry to housing program for homeless and unstably-housed.	Main Office in Ukiah, CA			N/A	Reentry Post-release	Phone
Mendocino County Youth Project	CBO	Mendocino	TAY services include Levine House, a six-bed Transitional Support Program for AB12-eligible youth ages 18-21. Six-	Levine House in Ukiah, CA	TAY ages 18-22	Levine House clients are referred by MCDSS/HHSA Family	N/A	In-custody Reentry Post-release	N/A

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

Program/ Service Name	Organization Type	NBEC County	Type of Service	Location(s) of Services Provided	Recipients of Services	Eligibility Requirements	Number of Justice- Involved Clients Served	Timing of Services	Type of Contact
			month program includes life skills program and wraparound services. Non-AB12 youth may also apply. Other MCYP projects include counseling services in Juvenile Hall, outpatient clinics and select schools.	Counseling services in Ukiah, Fort Bragg, Willits, Juvenile Hall, select schools	Children and TAY up to age 24	and Children's Services. Non-AB12 homeless youth may also apply. Counseling services for children and youth with Medi-Cal, Beacon or who are eligible for other grant-funded services.			
Mendocino Day Reporting Center	CBO	Mendocino	Participants at MDRC receive a combination of intensive supervision and behavior change programming to support reentry.	Ukiah, CA	Adults and TAY	Must be referred by either the Federal, State, or Local Customer	Sites serve a range of 30-100 participants; specific location data unavailable.	Reentry	N/A
Plowshares	CBO	Mendocino	Work Release and Community Service Programs in partnership with the Mendocino County Sheriff's Office and Mendo Lake Alternative Services. Participants with certain misdemeanor sentences and fines may complete community service programs in lieu of jail time/fines. Structured environment while gaining life/employment skills.	Ukiah, CA	Parolees Alternative Sentencing		N/A	Reentry	Phone, email
Project Sanctuary	CBO	Mendocino	Domestic Violence and Sexual Assault Prevention and Support. 24/7 crisis response, individual counseling, group counseling (adults molested as children, anger management and empowerment, shelter and transitional housing support) Prevention education: K-12, college and community settings.	Main Office in Ukiah, CA; Multiple locations throughout county including Willits, Fort Bragg, and Point Arena	Children, TAY, adults		N/A	Prevention Post-release	Phone
Tapestry	CBO	Mendocino	Comprehensive system of community-based mental health services for children and families, transition-age youth aging out of foster care up to age 24. Focus on preventative services and working with children and families at time of trauma to avoid future issues such as substance abuse, justice-involvement. Some TAY clients may also be involved with justice system.	Main Office in Ukiah, CA. Multiple locations including Covelo, Laytonville and Willits.	Children and Families, Foster Youth		N/A	Preventative	Phone, email
Ukiah Recovery Center	CBO	Mendocino	Residential and outpatient substance abuse treatment for addicted and homeless populations. Case management services. Unaccredited vocational training. Emergency shelter. Apartment	Ukiah, CA	Individuals with SUD challenges, homeless population		N/A	Reentry Post-release	Phone

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

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			rentals for low-income, homeless and private pay individuals and families.						
Redwood Community Services	CBO	Mendocino Lake	Multiple programs offer MH counseling to children, TAY, adults, families. Stepping Stones provides specialty MH services for TAY, including transitional housing components. RCS administers residential treatment programs for youth, including short-term programs. RCS is starting a community center targeting the homeless population.	Ukiah, CA	Children, TAY, adults		N/A	Reentry Post-release	Phone, email
Pinoleville Pomo Nation Vocational Rehabilitation Program (PPNVRP)	CBO	Mendocino Lake Sonoma	<p>Culturally oriented vocational rehabilitation services</p> <p>Initial assessment and evaluation may include adaptive technology, accommodations, work site evaluation.</p> <p>Services include vocational training, on-the-job training, job development and placement, supportive employment services including coaching, counseling, medical services and equipment, transportation assistance, work tools and equipment, safety equipment. Other supports may include personal assistance services, services to family members, self- and post-employment services, medical/psychological and/or vocational assessments as needed, adaptive technology, or readers, interpreters, tutorial or note-taking services.</p>	Ukiah, CA	Adult and TAY members of Federally-Recognized Tribes residing in Lake, Mendocino and Sonoma Counties who have a medically documented disability that significantly impacts their ability to obtain or retain employment.	Adult and TAY members of Federally-Recognized Tribes residing in Lake, Mendocino and Sonoma Counties who have a medically documented disability that significantly impacts their ability to obtain or retain employment but who has a reasonable expectation of employment outcome with vocational rehabilitation services.	N/A	Reentry Post-release	Email
Voices	CBO	Napa	Youth Center for Transition-Age Youth ages 16-24 emancipating out of foster care, group homes, mental health support services and probation. Programs include: College & Career Exploration and Readiness, Housing and Independent Living Skills, Health and Wellness, Youth Leadership & Advocacy. VOICES staff work closely with the community to provide supports such as expungement of records, housing referrals, job search and job skills support. On-site Education Navigator assists clients return to school, pursue GED, apply to college. Human Services co-locates on-site 2x a week.	Napa, CA	Transition-age youth, ages 16-24	TAY	127	Reentry Post-release	Phone, email
Napa County Community Corrections	CBO	Napa Solano Mendocino	GEO Reentry is a Cognitive Intervention Program. Offices also offer Job Development/Education and Employment	Napa, CA	Adults and TAY	Must be referred by either the Federal,	Sites serve a range of 30-100 participants	Reentry	Phone, email

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

Program/ Service Name	Organization Type	NBEC County	Type of Service	Location(s) of Services Provided	Recipients of Services	Eligibility Requirements	Number of Justice- Involved Clients Served	Timing of Services	Type of Contact
Service Center (CCSC)			Services, with the exception of Mendocino. Participants receive assistance with job search, job preparation and computer assistance with resumes and online job applications.			State, or Local Customer			
North Bay Regional Center	CBO	Napa Solano Sonoma	Employment services for adults include Group (with peers) and Individual Supported Employment (with job coaching). Employment services range from structured work programs, Supported Employment Services, or competitive employment. Related supports include adaptive skill training, nursing services, residential services, respite, independent and supportive living services, transportation access plans and other supports based on individual need. NBRC advocates for employment opportunities that provide challenging, integrated work at the highest wages possible with the maximum hours of employment up to full-time.	Main Location Napa and Solano Counties in Napa Main location for Sonoma County in Santa Rosa Services location throughout all counties.	Adults and TAY with developmental disabilities.	Eligibility requirements vary by service but all clients must meet NBRC eligibility criteria: -Resident of Solano, Sonoma or Napa Counties -Must be diagnosed with developmental disability that begins before a person's 18th birthday, is expected to continue indefinitely, and presents a substantial disability	N/A	Reentry Post-release	Phone, email
Archway Recovery Services	CBO	Solano	Manages a 15-bed alcohol and substance abuse treatment residential facility. Program includes job developer who provides job development classes, resume building, assistance with finding work. Some residents served are on probation. Recently opened two SLEs, outpatient facilities. Services include aftercare and alumni support.	Fairfield, CA			N/A	Reentry	Phone
Bi-Bett Corp. Southern Solano Alcohol Council	CBO	Solano	Provides alcohol and drug services, detox residential drug and treatment program for men and women. Drop-in support, outpatient recovery program, information and referral. Bilingual therapists, hearing-impaired programs.	Vallejo, CA			N/A	Reentry Post-release	Phone, email
LCA	CBO	Solano	Employment Skills and Life Skills classes to inmates, adult - self-referral. Operates Solano County Juvenile Day Reporting Centers. Service learning includes community service projects with work skills, transportation and tutoring for 15-18 youth. Program at probation in	Jail Post-release Fairfield, CA Vallejo, CA	Adult inmates Adults and TAY	Inmates who participate in the in-custody program are eligible to transition to the LCA program in the community where they can continue to work on employment	240/per year 300 in fiscal year	In-custody Reentry Post-release	Phone, email

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

Program/ Service Name	Organization Type	NBEC County	Type of Service	Location(s) of Services Provided	Recipients of Services	Eligibility Requirements	Number of Justice- Involved Clients Served	Timing of Services	Type of Contact
			<p>Fairfield and Vallejo - employment services, vocational training, barrier removal, job retention for 6 months after employed. Clothing, food, anything they need to stay employed.</p> <p>Community-based adult services include vocational training, related supports include paying for initiation and one-month dues, refinery safety cards, licenses, bus passes and transportation supports. Assist with placement in any classes they need that can help them get employed whether it is a day class or a two-year class.</p>			<p>readiness and job placement.</p> <p>Must be on probation and referred by probation officer. Clients in jail program on eligible for program even if not on parole.</p>			
Legal Services of Northern California	CBO	Solano	<p>"Clean Slate" events in public locations (e.g., libraries) where justice-involved individuals are provided "expungement" services, advocacy and advice related to occupational licensing, advocacy and advice regarding employment rights and community legal education.</p> <p>Also helps those struggling with infraction debt apply for "ability to pay" determinations (to help reduce their debt) and remove holds on their drivers licenses (which can be caused by failure to appear to a court date.)</p> <p>Additional LSNC services include help with housing, public benefits, health care benefits, employment law, education, civil rights issues and senior issues (consumer cases.)</p>	Main Office in Vallejo, CA; Also Vallejo and Vacaville Libraries WDB Fairfield Office	Low-income and seniors (60+) regardless of income	Low-income and seniors (60+) regardless of income	<p>104</p> <p>N/A</p> <p>N/A</p>	Reentry Post-release	Phone, email
Five Keys Charter School	CBO	Solano County	<p>Charter school with workforce development and reentry programs for TAY and adults. Programs in Solano County Jails include High School Diploma and GED programs; Re-entry Navigator to assist with planning for re-entry (referrals, continued education and employment support.)</p> <p>Community-based programs include high school diploma and GED.</p>	<p>All Solano County Jails</p> <p>Community-based locations: Vallejo Fairfield Vacaville (Goodwill)</p>	TAY and adults	Must not have a high school diploma	<p>In custody: TAY 33 Adult 94 Community: TAY 40 Adult 53</p>	In-custody Reentry	Phone, email

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

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Health Right 360	CBO	Solano County	<p>Positive Directions Adult SUD Treatment: In-custody SUD treatment services gender-responsive, culturally and demographically appropriate with peer mentors. Includes assessment, group and individual counseling, treatment and transition planning, referrals.</p> <p>Destiny: Adults in-custody work with Case Manager to develop individualized Case Plan covering in-custody, moment of discharge, short and long-term post-release services.</p> <p>Esperanza Adult Case Management and Re-Entry: males and females with history of justice involvement transitioning into community or in community and at risk for relapse. Clients receive help with sober living, transitional and stable housing, employment and/or re-establishment of entitlement benefits, vocational training, family counseling, childcare, MH and SUD treatment.</p>	<p>Jail</p> <p>Jail and post-release</p> <p>Fairfield and Vallejo</p>	<p>Adults in-custody</p> <p>Adults in-custody and post-release</p> <p>Adults in-custody and post-release</p>	In-custody and post-release adults with alcohol and substance abuse issues.	<p>Adults in-custody: 33</p> <p>In-custody: 120</p> <p>SUD Treatment: 38</p> <p>Community CM: 35</p>	<p>In-custody</p> <p>Reentry</p>	Phone, email
La Clinica	CBO	Solano County	<p>Transitions Clinic for clients with recent history of incarceration with at least one chronic medical condition</p> <p>La Clinica provides healthcare, dentistry, behavioral healthcare, case management linkage and referrals, crisis intervention.</p>	Vallejo		Transitions Program: Adult 18 years and over with a recent history of incarceration (usually within 6 months) in federal, state or county jail under AB 109 plus at least one chronic medical condition	100	Reentry	Phone, email
Solano County Day Reporting Center	CBO	Solano County	Job developer onsite. Assess clients to determine best fit (e.g., food, truck). Job training groups, employment assistance, computer education. GED program. Have transitional housing.	Fairfield	18+	Parolees Referrals from DAPO	30 at a time (30 this year - new)	Reentry	Phone
Friends Outside	CBO	Sonoma	Services and programs for Sonoma County inmates and family members. Drop in Center located in lobby of Main Jail provides services like notary, check-cashing, community referrals, message and document delivery for inmates, reading and coloring books for children while waiting in lobby. Conflict resolution workshops for all inmates. Women's Circle is a weekly two-hour program that runs for eight weeks and encourages	Sonoma County Jails	Inmates and their families	Inmates; Women's Circle is gender specific	N/A	In-custody	Phone, email

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

Program/ Service Name	Organization Type	NBEC County	Type of Service	Location(s) of Services Provided	Recipients of Services	Eligibility Requirements	Number of Justice- Involved Clients Served	Timing of Services	Type of Contact
			problem-solving, self-management and communication skills.						
Legal Aid	CBO	Sonoma	Legal Services Referral Program (LSRP) assists clients with legal issues which may be a barrier to their employment. This includes help with criminal record expungement, driver's license retrieval, traffic offences, special referral to other legal aid services, legal workshops, legal clinics and community resources.	Santa Rosa, CA	Clients receiving SonomaWORKS benefits that receive a referral to the service from their SonomaWORKS counselor	Clients receiving SonomaWORKS benefits that receive a referral to the service from their SonomaWORKS counselor	N/A	Reentry Post-release	Email
Social Advocates for Youth	CBO	Sonoma	Youth-centered work readiness training including 1:1 career coaching and support, academic support, internships and job shadows, on-the-job paid work experience, occupational skills training, financial literacy education. Additional support: affordable housing for TAY through age 24.	Santa Rosa, CA	Youth ages 16-24	N/A		Post-release	Email
Conservation Corps North Bay	CBO	Sonoma Marin	Clients work on critical local environmental projects. At the same time they can complete high school via an onsite charter school; access counseling, career guidance and other self-management skills; receive scholarships; receive a paycheck. Career Pathways program "offers corps members personalized support in career and educational goal-setting, job skills development and career search and placement assistance." Assistance with accessing resources to create self-sufficiency. Employment "pipeline" includes internships, trade apprenticeships and/or educational opportunities. Two-year post-program follow-up.	Cotati, CA	Ages 16-24, 60% not completed high school, 99% below federal poverty line		N/A	Post-release	Phone
Catholic Charities	CBO	Sonoma Napa Mendocino Lake	Coach2Career - seven-week certificate job readiness course for those homeless, formerly homeless or in need of employment assistance. Partnering with SonomaWORKS for employment training, supportive services (transportation, childcare, MH counseling, financial education). Financial Education, assistance with health insurance and health and wellness services. Support programs include food, shelter &	Santa Rosa, CA	Homeless, formerly homeless or in need of employment assistance	Homeless, formerly homeless or in need of employment assistance	N/A	Reentry Post-release	Phone, email

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

Program/ Service Name	Organization Type	NBEC County	Type of Service	Location(s) of Services Provided	Recipients of Services	Eligibility Requirements	Number of Justice- Involved Clients Served	Timing of Services	Type of Contact
			housing, immigration services and senior services.						
Goodwill Industries of the Redwood Empire (GIRE)	CBO	Sonoma Napa Mendocino Lake	Adult inmate job and life skills training through monthly workshops at the North County Detention Center in partnership with Sonoma County Sheriff's Office. Intensive/Targeted Job Search, Transitional Work Program, Enhanced Subsidized Employment, Temporary Employment with Goodwill, in large part funded through SonomaWORKS. Job placement with employers and opportunities for employment at Goodwill.	North County Detention Center, Sonoma County Multiple, primary location in Santa Rosa	Inmates Focused on single adults supporting dependents, adults with disabilities	None GIRE employment based on qualifications, potential to be successful, verification of references, successful background check, drug test and pre-employment physical. Final decisions about employment of justice-involved individuals determined by GIRE Executive Director.	N/A	In-custody Reentry Post-release	Phone, email
CA Human Development	CBO	Sonoma Solano Napa Lake Mendocino	Vocational training, housing, youth services and related services to low-income seasonal or migrant farmworkers (agriculture or fish) and dependents. Classroom/Vocational training including mobile unit, on-the-job training in private employment setting, subsidized work experience in public or nonprofit employment setting. Emergency support/related services include temporary housing, childcare, nutritional needs, transportation during training. Other supports include drug testing, fingerprinting and background checks, clothing, training materials, DMV charges.	Vocational training center in Santa Rosa, CA; Programs in multiple locations in all counties except Marin	Low-income seasonal or migrant farmworkers (agriculture or fish) and dependents	Must be: -An eligible seasonal or migrant farmworker youth or adult, -Dependent youth or adult of an eligible MSFW, and, -A low-income individual who faces multiple barriers to self-sufficiency as defined by WIOA.	N/A	Reentry Post-release	Phone, email
Marin City CDC's Construction Trades Program	CBO	Marin	Four-week core construction industry training followed by 3-week specialized training based on client preference. Soft skills training, Construction Union testing and enrollment support, union professional development, job placement support. All graduates are placed in permanent or temporary high wage jobs.	Marin City, CA	Low-income, at-risk residents of Marin ages 18-35 including individuals under parole or probation.	Screened for level of commitment and interest in joining union, must pass drug test, have a valid driver's license and have available transportation	N/A	Reentry Post-release	Multiple phone, email
Marin Adult Education	EDU	Marin	Jail-based program: Instructors support high school education and HiSet study materials in Marin County Jail. One instructor is an authorized HiSET Test Administrator and provides pencil and paper testing.	Marin County Jail	Inmates		N/A	In-custody	Email

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

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North Bay Trades Introduction Program (TIP)	EDU	Marin Napa Sonoma Solano Lake Mendocino	A free 10-week, 120-hour pre-apprenticeship course at adult schools and community colleges. Provides education and training to anyone interested in apprenticeship with one of 14 building trade unions. Includes first aid, CPR and OSHA certifications and hands-on instruction with tools and materials at union worksites and training centers. Approximately four cohorts per year rotate through various counties and locations based on local demand and the ability to place clients in the local workforce. TIP also advocates for employment opportunities and provides outreach to agencies serving justice-involved individuals.	Locations vary by local demand and apprenticeship availability. Past locations include Napa Valley Community College, Vallejo Adult School, College of Marin, Santa Rosa Junior College. Future programs include Larkspur, San Rafael.	Adults and TAY age 18 and over; North Bay residents preferred	Orientation required plus: -Documentation to work -Valid CA driver's license -High school diploma or equivalency -Ability to pass drug testing -Able to do physical work	N/A	Post-release	Phone, email
Adult Education Programs	EDU	Mendocino Lake	Adult Education Programs in jail offer High School Diploma (HSD) completion, High School Equivalency prep and testing, CTE courses. Inmates are transferred to community locations for CTE programs.	Mendocino County Correctional Facility (MCSO), Ukiah and Lake County Correctional Facility (LCSO), Lakeport, Mendocino College, Ukiah	Inmates who don't have an HSD or equivalency and/or Inmates who are eligible to go off site to participate in CTE courses	N/A	MCSO =150/year LCSO =N/A	In-custody	Phone, email
Napa Valley Adult Education (NVAE)	EDU	Napa	High school diploma program for adult inmates in the Napa County Jail.	Napa County Jail	Adult inmates		6	In-custody	Email
Napa Valley College	EDU	Napa	Workforce Development program includes CTE pathways in Hospitality, Culinary, Advanced Manufacturing, Health Science, Business, Information and Communications Technology.	Napa, CA St. Helena, CA			N/A	Post-release	Email
Second Chance Club	EDU	Sonoma	Student club and Student Services Program providing support and resources for formerly incarcerated students. Counseling, weekly club meeting, access to expungement assistance, free school supplies and iPhones, scholarships, referrals, letters of support for jobs, court, housing and other needs. Outreach to those about to be released from county jails, probation departments.	Santa Rosa, CA	All ages, majority are 30+ years of age	Formerly incarcerated students taking any number of credit units or in SRCS's GED or non-credit programs or classes.	30-35 *approximate	In-custody (planned) Post-release	Phone, email

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

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Sonoma County AEBG	EDU	Sonoma	Adult Education Corrections & Re-entry Program provides education and training for current and recently released inmates in partnership with Sonoma County Sheriff's Office and Probation Department. Adult education includes Adult Basic Education (ABE), Adult Secondary Education (ASE), High School Equivalency (HSE), High School Diploma (HSD), HiSet Testing (alternative to GED), post-secondary education in the form of credit-bearing coursework towards Associate's Degree at SROJC, if possible transferrable to CSU/UC system, CTE coursework selected based on industry need, Workforce Preparation addressing 21st-century skills and preparing inmates for pre-release job counseling. Additional services includes transitional support from an Outreach Specialist, Career Counseling, assistance with educational or employment forms, "warm handshake" to Second Chance Student Club at Santa Rosa College. Sonoma County AE programs in general offer free adult education including HSD, HSE, ESL, CTE	Multiple	Inmates Reentry Population	N/A	N/A	In-custody Reentry Post-release	Phone
CareerPoint North Bay	GOV	Lake Marin Mendocino Napa	Employment workshops, resources, and services for job-seekers, and resources for business partners.	Lake Marin Mendocino Napa		N/A	N/A	Post-release	Phone, email
California Department of Rehabilitation	GOV	Lake Marin Mendocino Napa Solano Sonoma	The Department of Rehabilitation provides vocational rehabilitation services to individuals with disabilities. Services including career guidance and counseling, job search and interview skills training, independent living skills, on the job training, employment preparation, assistive technology, and other services.	Ukiah, CA Lakeport, CA Santa Rosa, CA Novato, CA Napa, CA Fairfield, CA	Any individual with an impairment that is a barrier to employment and who can benefit from vocational rehabilitation services to reach an employment goal can receive DOR services.	The four factors that establish eligibility for VR services are: -The applicant has a physical or mental impairment, -The physical or mental impairment is a substantial impediment to employment, The applicant requires VR services to prepare for, secure, retain, advance in, or regain employment consistent with the applicant's unique strengths,	N/A	Post-release	Email

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

Program/ Service Name	Organization Type	NBEC County	Type of Service	Location(s) of Services Provided	Recipients of Services	Eligibility Requirements	Number of Justice- Involved Clients Served	Timing of Services	Type of Contact
						resources, priorities, concerns, abilities, capabilities, interests and informed choice, -A presumption that the applicant may benefit from services in terms of an employment outcome in an integrated setting			
Parole and Community Team (PACT) Meetings	GOV	Marin Napa Sonoma Solano Lake Mendocino	PACT meetings are required events for recent parolees in order to link individuals to community support and employment opportunities. PACT meetings are attended by representatives from SUD programs, residential/transitional housing, employment assistance programs, felon-friendly employers, local educational institutions and other community resources. In most counties these meetings occur once a month.	Multiple	Parolees	Recent parolees	N/A	Reentry	Email
California Tribal TANF Programs	GOV	Mendocino	Tribal TANF is an assistance program for American Indians and Alaska Natives which provides cash aid and supportive services to eligible needy children and families. The goal is to help families achieve self-sufficiency through education, career development, training, employment and temporary financial assistance.	Multiple	American Indians and Alaska Natives	Low-income, American Indian or Alaska Native	N/A	N/A	N/A
County Veteran Services Office	GOV	Mendocino	Assists veterans with benefits, advocacy, education opportunities.	Ukiah, CA Willits, CA Fort Bragg, CA	Veterans		N/A	Reentry Post-release	Phone
Mendocino County Drug Court and Behavioral Health Court	GOV	Mendocino	Adult Drug Court is a court-supervised, comprehensive drug-alcohol treatment program for non-violent offenders. It is a voluntary, 18-month minimum program. Behavioral Health Court is a new collaboration between Ukiah and Fort Bragg Courts, the Mendocino County District Attorney's and Public Defender's Office, the County Social Services Department, local law enforcement agencies and other CBOs involved in behavioral health treatment and advocacy. It is a voluntary program; when a defendant's mental illness is a primary cause of their involvement with the	Ukiah, CA Ukiah, CA Fort Bragg, CA	Non-violent offenders in need of SUD treatment Individuals with mental illness that is a primary cause of their involvement with the criminal justice system		N/A	In-custody	N/A

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

Program/ Service Name	Organization Type	NBEC County	Type of Service	Location(s) of Services Provided	Recipients of Services	Eligibility Requirements	Number of Justice- Involved Clients Served	Timing of Services	Type of Contact
			criminal justice system the case is considered for BHC.						
Napa Health and Human Services (HHS)	GOV	Napa	Wraparound services for the reentry population. Access to all career development services, job search and interview coaching, job placement services, job coaching, mediation services if client/employer conflict. Funds on-the-job training. Employer outreach to reduce stigma.	HHS campus in Napa. Services community-based; travel to where clients are (e.g., library, shelters).	Adults and TAY age 18 and over	-Low-income -Age 18 years and over -Right to work in the US	N/A	Reentry	Phone
Center for Positive Change	GOV	Solano County	One-stop service center that serves high-risk offenders on probation in Solano County. Services include cognitive behavioral therapy, substance abuse treatment, and job training.	Fairfield, CA Vallejo, CA	Adults on probation	High-risk offenders	N/A	Reentry	Multiple phone
Drug Court	GOV	Solano County	Dependency Drug Court promotes parents successful substance and alcohol treatment in order to re-unite with children. Prop 36 Drug Court sentences adults convicted of non-violent drug-related offense to probation with drug treatment. Adult Drug Court reduces crime and promotes an offender's recovery through the Judge and other team members. Veteran's Treatment Court is available to justice-involved veterans and active service members who suffer PTSD, traumatic brain injury, sexual trauma, SUD and MH issues as a result of their service. Judicial monitoring, comprehensive case management is a key component.	Fairfield, CA	Varies by court.		N/A	In-custody	Phone

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

Program/ Service Name	Organization Type	NBEC County	Type of Service	Location(s) of Services Provided	Recipients of Services	Eligibility Requirements	Number of Justice- Involved Clients Served	Timing of Services	Type of Contact
Solano Employment Connection (SEC)	GOV	Solano County	Programs specifically for justice-involved population include Parole and Community Team (PACT) meetings with employers that hire ex-offenders, Reentry Job and Resource Fairs General services and programs create a "one-stop shop" for no cost employment and training including: job search support, information on training opportunities, OSHA safety classes, hiring events, information about Unemployment and Disability Insurance and Paid Family Leave benefits and a new initiative for AWD	Fairfield Vallejo	Adult and TAY		PACT Meetings and Reentry Job and Resource Fair: 253 in FY 17/18 General programs: N/A	Reentry Post-release	Phone, email
Women's Re- entry Achievement Program (WRAP)	GOV	Solano County	Women inmates receive individual reentry planning, trauma, empowerment and parenting services while in custody. They receive intensive case management services after release (wraparound).	Solano County Jails	Female inmates		N/A	In-custody	N/A
Day Reporting Center	GOV	Sonoma	Central location for individuals on probation to meet with probation officers and receive services and referrals for additional services. Services include cognitive behavioral interventions and employment workshops and placement support.	Santa Rosa, CA	Individuals on probation	Under probation supervision	Approximately 250 regular participants annually	Post-release Some "reach in" services provided in custody	N/A
JobLink	GOV	Sonoma	Employment support including computer lab, resume and interview prep, workshops, job searches. Funds for childcare, transportation, books and supplies, certification or license fees. Support for employers including funds for training, job postings, employer workshops.	Santa Rosa, CA	Broad population that includes individuals with criminal record	N/A	N/A	Post-Release	Phone, email
Vallejo Fighting Back Partnership	CBO	Solano	Fighting Back Partnership is a non-profit collaboration that partners with business, residents, and government to improve neighborhoods, strengthen families, and support youth development creating a safe, healthy and thriving community. They provide benefits screening, emergency financial assistance, financial counseling, case management, parent education and supports, and holiday assistance for families.	Vallejo, CA	Adults, youth, and families in need of resources		N/A	Post-release	N/A

North Bay Employment Connection

Workforce-Corrections Partnership Regional Plan Modifications

Program/ Service Name	Organization Type	NBEC County	Type of Service	Location(s) of Services Provided	Recipients of Services	Eligibility Requirements	Number of Justice- Involved Clients Served	Timing of Services	Type of Contact
Food Bank of Contra Costa and Solano	CBO	Solano	Distribute food directly to low-income individuals and make food available for other nonprofit organizations serving the ill, needy and children.	Concord, CA	Low-income individuals		N/A	Post-release	N/A

Appendix D: Employer Letter of Interest

The following letter was used to engage employers. It served as a template to begin formalizing partnerships with businesses and potential employers who were willing to publicly share that they employ justice-involved individuals.

North Bay Regional Planning Unit
P2E Employer Partner Invitation

Prison-to-Employment Initiative

The California Workforce Development Board (CWDB) has a formal partnership with CDCR and the California Prison Industry Authority with the goal of improving labor market outcomes of the state's formerly incarcerated population. The state is providing funding through the Prison to Employment (P2E) Initiative to support regional collaboration between workforce and corrections partners. The North Bay Regional Planning Unit (NBRPU) consists of the local workforce development boards in Solano and Sonoma Counties and the Workforce Alliance of the North Bay, which represents Napa, Marin, Mendocino, and Lake Counties. Together, they are gathering regional and local feedback from justice partners, as well as CBOs and employers who work with the reentry population to improve the pathways to successful employment outcomes for individuals with justice involvement.

Employer Partner Invitation

As part of the P2E planning process, NBEC member counties would like to invite employers to participate as industry stakeholders in connecting justice-involved individuals to employment. The CWDB recognizes employer partners as critical to the success of both P2E and to individual-level outcomes, and has asked each Regional Planning Unit to list employer partners in their P2E grant application.

By indicating your partnership, your business or organization will be included among other industry stakeholders in the P2E proposal submitted by the North Bay Regional Planning Unit. Once the grant period begins, you are welcome to participate to the degree you are able to alongside fellow county and regional partners in workforce readiness planning for the justice-involved population.

By signing below, you acknowledge your interest in considering work-ready, justice-involved individuals for employment at your business or organization. By checking the box marked "Please include my business or organization in the list of P2E industry stakeholders," you agree to your business or organization being included in the North Bay Regional Planning Unit's list of employer partners which it will provide to the CWDB. The North Bay Regional Planning Unit greatly appreciates your interest, and we look forward to connecting with your business or organization on P2E planning in the future!

Printed Name: _____

Signature: _____

Business/Organization: _____

Yes, please include my
business or organization in
the list of P2E industry
stakeholders.

☐

Appendix E: NBEC Regional Indicators Self-Evaluation

	Solano	Sonoma	WANB	RO
Demand Driven Skills Attainment Indicators				
Indicator A: Region has a team that jointly convenes industry	Learning/ Experimenting	Learning/ Experimenting	Learning/ Experimenting	Learning/ Experimenting
Indicator B: Region has shared sector/occupational focus and shares/pools resources to meet demand in the region	Learning/ Experimenting	Learning/ Experimenting	Learning/ Experimenting	Learning/ Experimenting
Indicator C: Region has a process to communicate industry workforce needs to supply-side partners	Learning/ Experimenting	Learning/ Experimenting	Learning/ Experimenting	Learning/ Experimenting
Indicator D: Region has policies supporting equity and strives to improve job quality	Learning/ Experimenting	Learning/ Experimenting	Learning/ Experimenting	Learning/ Experimenting
Upward Mobility and Equity Indicators				
Indicator E: Region has shared target populations of emphasis	Learning/ Experimenting	Learning/ Experimenting	Learning/ Experimenting	Learning/ Experimenting
Indicator F: Region deploys shared/pooled resources to provide services, training, and education, to meet target population needs	Learning/ Experimenting	Learning/ Experimenting	Learning/ Experimenting	Learning/ Experimenting
Indicator G: Region utilizes shared, common case management strategies such as co-enrollment, navigators, and/or multi-disciplinary teams to developed shared responsibility for providing services and ensuring quality outcomes	Learning/ Experimenting	Learning/ Experimenting	Learning/ Experimenting	Learning/ Experimenting
System Alignment Indicators				
Indicator H: Region has shared/pooled admin systems and/or processes for achieving administrative efficiencies and program outcomes	Learning/ Experimenting	Learning/ Experimenting	Learning/ Experimenting	Learning/ Experimenting
Indicator I: Regional decision-making in formalized structures	Operationalizing/ Doing	Operationalizing/ Doing	Operationalizing/ Doing	Operationalizing/ Doing
Indicator J: Regional organization and evaluation of performance	Learning/ Experimenting	Learning/ Experimenting	Learning/ Experimenting	Learning/ Experimenting

- **Demand Driven Skills Attainment Indicators:** NBEC has started and worked with a number of Industry Sector Partnerships (ISPs) through Slingshot, for example the Marin/Sonoma Healthcare ISP, the Napa/Solano Healthcare ISP, and the Napa Hospitality ISP. As such, there is some sharing of sector focus but no ISPs span the entire region. For the cross-county ISPs, staff do jointly work together to convene industry partners.
- **Upward Mobility and Equity Indicators:** The region does share some target populations of emphasis, although this is more determined by WIOA regulations and state initiatives than program focus specific to the region – for example, justice-involved individuals for the Prison to Employment Initiative. The region does not share common case management strategies currently, although the WDB Directors are beginning the process of comparing local policies to identify areas where policies can be aligned or efficiencies achieved.
- **System Alignment Indicators:** The three WDBs share a non-financial MOU which delineates the ways in which the WDBs will work together as a region. The region does not currently have formal regional governance infrastructure. The region does not have a process to jointly evaluate performance, with the exception of tracking regional grant outcomes.

Appendix F: Employer Resources

NBEC's WDBs have several resources to inform potential employers about relevant policies (e.g., AB 1008 Fair Chance Hiring, the Work Opportunity Tax Credit, the California New Employment Tax Credit, and federal Fidelity Bonding through EDD's state bonding services) for employing individuals with justice-involvement. They also have systems in place to provide information about CBOs and other organizations that provide job placement and readiness services for individuals with justice-involvement, and for sharing the benefits of hiring the justice-involved population.

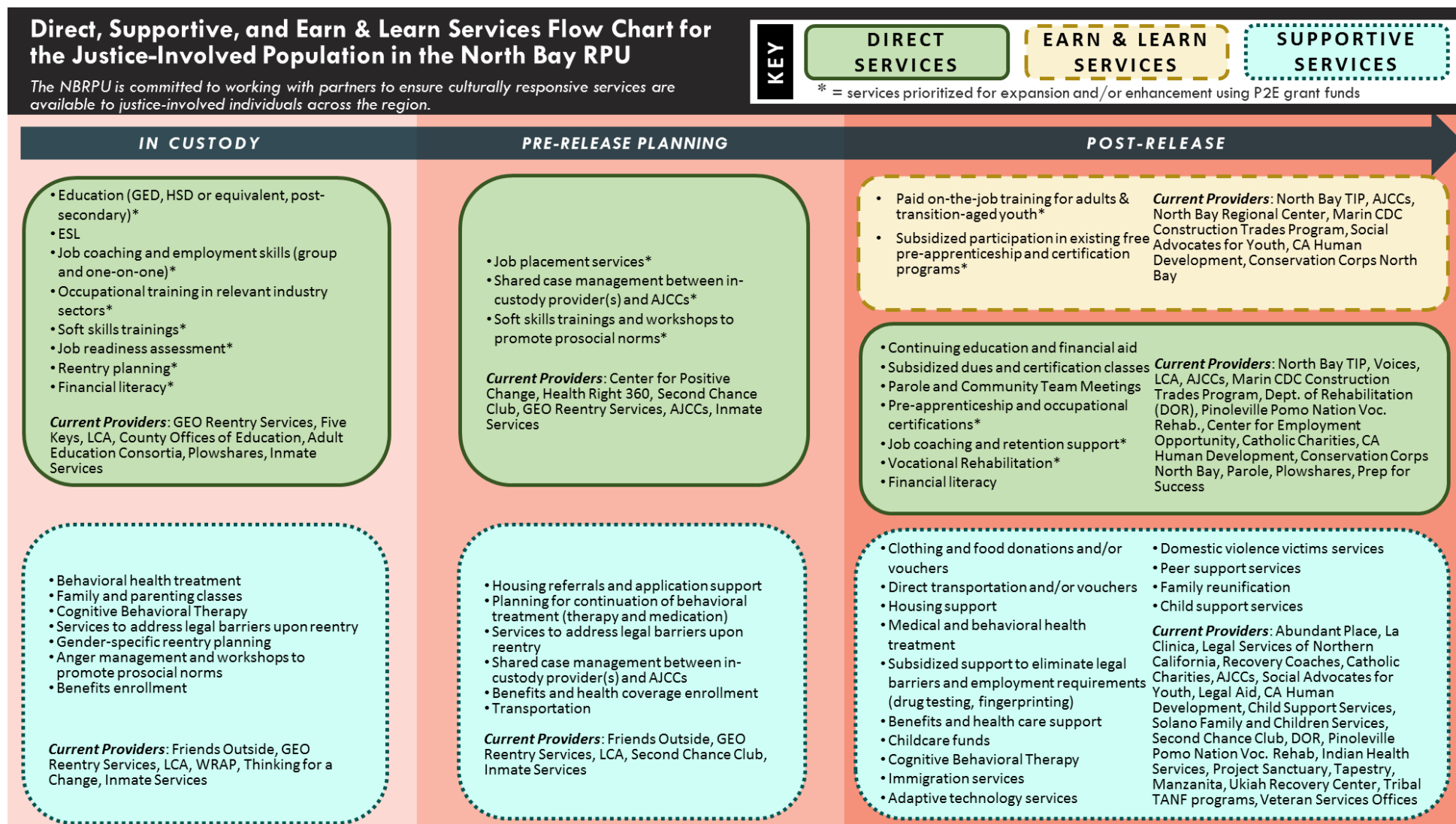
In addition to distributing EDD flyers and brochures, resources include monthly newsletters that are sent to existing and potential employer partners, along with other stakeholders. WDBs are developing resource libraries to include existing resources and identify gaps and resources that need to be created. Additionally, business development services, such as Solano's employer seminars, function as forums to share information about policies, partners, and the benefits of hiring the justice-involved population. In April 2019, Solano will host an employer seminar explicitly on the reentry population.

WDBs also use social media, including LinkedIn, Facebook, YouTube, and Twitter to share information with employers:

Workforce Board	Social Media	Link
Workforce Development Board of Solano County	Facebook	https://www.facebook.com/solanowdb/
	LinkedIn	https://www.linkedin.com/company/workforce-development-board-of-solano-county/
	YouTube	https://www.youtube.com/channel/UCZ1Zs0nq2goBrMZOWG2WNlg/featured
Workforce Alliance of the North Bay	Twitter	https://twitter.com/WANorthBay
	Facebook	https://www.facebook.com/CareerPointNB/
Sonoma County Workforce Investment Board	Facebook	https://www.facebook.com/SonomaCountyJobLink/

Additionally, through stakeholder engagement sessions and preparation for the P2E Initiative, NBEC developed a regional service flow chart that visualizes the types of services individuals receive before and after release from custody and the different CBOs and other agencies throughout the region who provide these services. This resource will be shared with employer partners to help them understand the types of services individuals with justice involvement receive and the agencies who serve them (see Figure 1 on the following page).

Figure 1. Regional Service Flow Chart





Solano County

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

Agenda Submittal

Agenda #:	13	Status:	Consent Calendar
Type:	Appointment	Department:	District Attorney
File #:	19-445	Contact:	Krishna Abrams, 784-6836
Agenda date:	06/11/2019	Final Action:	
Title:	Approve the reappointment of Lisette Estrella-Henderson as a member-at-large to the Solano Partnership Against Violence (SPAV) Advisory Board for a 3 year term to expire on June 11, 2022		
Governing body:	Board of Supervisors		
District:	All		
Attachments:			

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

DEPARTMENTAL RECOMMENDATION:

The District Attorney/Office of Family Violence Prevention (OFVP) and the Executive Committee of the Solano Partnership Against Violence request that the Board of Supervisors approve the reappointment of Lisette Estrella-Henderson to the Solano Partnership Against Violence (SPAV) Advisory Board for a 3 year term to expire on June 11, 2022.

SUMMARY/DISCUSSION:

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 reappointments 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:

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget. There is no financial impact associated with the reappointments of SPAV members.

ALTERNATIVES:

The Board of Supervisors could choose not to reappoint the incumbent; however, this is not recommended as the incumbent represented above has shown a desire to help reduce family violence in Solano County and is willing to be an active participant on the advisory board.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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

Agenda Submittal

Agenda #:	14	Status:	Consent Calendar
Type:	Appointment	Department:	Workforce Development Board
File #:	19-443	Contact:	Heather Henry, 863-3501
Agenda date:	06/11/2019	Final Action:	
Title:	Approve the appointment of David Tam as the Wagner-Peyser Representative to the Workforce Development Board (WDB) of Solano County, for a term to expire on August 13, 2022, as required under the Workforce Innovation and Opportunity Act (WIOA)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Application and Letter of Recommendation		

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 appoint David Tam as the Wagner-Peyser Representative to the Workforce Development Board (WDB) of Solano County, for a term to expire on August 13, 2022, as required under the Workforce Innovation and Opportunity Act (WIOA).

SUMMARY:

The Board of Supervisors, as the local elected official authorized under §107(b)(1) of the 2014 Workforce Innovation and Opportunity Act (WIOA) and as described on page 2 of the Bylaws of the WDB of Solano County, Article VI-Section C. Selection of Directors, appoint representatives to the Board of Directors of the WDB. The WDB Board of Directors approved the above named nominee at their July 20, 2018 Board meeting.

Due to an administrative oversight, the request for Board of Supervisors approval of David Tam's appointment was not presented after the WDB Board of Directors July 20, 2018 Board meeting. In good faith, Mr. Tam has been serving on the WDB Board of Directors since August 2018 and has attended meetings regularly.

Based on the technical certification, membership nomination, application and supplemental application (Attachment A), as well as WDB Board action, Mr. Tam can now be considered for formal ratification by the Board of Supervisors as the newest representative on the Board of Directors of the WDB.

FINANCIAL IMPACT:

This action has no financial impact. The WDB is fully grant funded and receives no County General Funds.

DISCUSSION:

Mr. Tam leads a local American Job Center of California, a team of professional Employment Specialists, Career Advisors, Veteran Representatives, Trade Adjustment Act Coordinators and Youth Mentors. With his guidance, his team helps to enhance California's economic growth and prosperity by delivering valuable and innovative services to meet the needs of local employers, workers, and job seekers in the community. Mr. Tam is a former alternate member of the San Francisco County Workforce Investment Board; his ratified appointment will include service as a member of the Workforce Development Board in Solano County. Being active on these boards, allow him the opportunity to work with various organizations that share common goals which are to assist dislocated workers in the Solano community.

Mr. Tam is also a member of the International Association of Working Professionals this enables him to maintain communication and involvement with numerous professionals in the Greater Bay Area. Mr. Tam obtained his Bachelor of Science degree from the University of California, Davis. Over the past 14 years Mr. Tam has served as an Employment Development Program Manager in San Mateo County and San Francisco County giving him an extensive experience in Workforce Development.

After a technical review of his application documents, Mr. Tam has been found to be in compliance with the regulatory requirements governing the Wagner-Peyser Representative category for the Workforce Development Board membership appointment. Mr. Tam will serve a term of office from August 14, 2018 through August 13, 2022.

With this appointment, as recommended in this report, the WDB will have 24 of its 25 membership seats filled. Staff is currently looking to identify a Business Representative to fill the current vacancy.

ALTERNATIVES:

The Board of Supervisors could choose to not ratify Mr. Tam's appointment, and a new search for a Wagner-Peyser Representative could ensure. However, Mr. Tam is considered to be an excellent candidate to serve in this representative category on the WDB, suggested by former WDB Board member, Ms. Antonsen and backed by the Deputy Division Chief, Northern Workforce Services Division of the Employment Development Department.

OTHER AGENCY INVOLVEMENT:

Emilia Bartolomeu, Deputy Division Chief, Northern Workforce Services Division of the Employment Development Department provided a nomination of behalf of Mr. Tam.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

APPLICATION FOR APPOINTMENT TO THE BOARD OF DIRECTORS

Thank you for your interest in serving as a member of the Workforce Development Board (WDB) of Solano County. Please complete this application as well as the supplemental application and return them to the WDB's Corporate Affairs Unit located at 320 Campus Lane, Fairfield, CA 94534.

Name: David Tam

Company/Agency: Employment Development Department

Title: Cluster Manager

Business Address: 1440 Marin Street
Vallejo, CA 94590-4447

Business Phone #: (707) 648-5569

Business Fax #: (707) 649-4707

Home or Cell Phone #: [REDACTED]

Email Address: [REDACTED]

County Supervisory District: _____

**Length of Residence/
Business in Solano County :** Years: 00 Months: 01

Previous Commission or Committee Membership

Commission/Committee	Office Held (if applicable)	Length of Participation
N/A		

Educational Background

Institution	Major	Degree Yes No	Year
University of California, Davis	Agricultural & Managerial Economics	Yes	

Work/Volunteer Experience

Organization	City/State	Position	Year
N/A			

Certification

I certify that the information on this application and the attached application supplement is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for membership appointment. I understand that the information may be made public in accordance with Federal, State and local laws. I further understand and agree, if appointed, to complete any and all required Conflict of Interest and/or Disclosure Statements required by law.

Applicant Signature

6/20/2018

Date



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

SUPPLEMENTAL APPLICATION

Name: David Tam

Date: 6/20/2018

I. Please provide the information requested below relating to the representative category of membership nomination you are seeking on the Workforce Development Board of Solano County.

1. ☐ Business (Private Sector/Non-Governmental)
2. ☐ Community Based Organization
3. ☐ Economic/Business Development Agency
4. ☐ Education (Please check the appropriate box)
☐ Adult School ☐ Community College
5. ☒ Governmental Entity
6. ☐ Labor Organization
7. ☐ State Certified Apprenticeship Program
8. ☒ Wagner Peyser Program
9. ☐ Title I Rehabilitation Act Program
10. ☐ Youth Employment/Education Provider

II. If you checked **box 1**, please answer each of the following questions:

A. Name of Business: _____

B. Are you the Chief Executive or Owner? ☐ Yes ☐ No

C. Are you the Chief Operating Office? ☐ Yes ☐ No

D. Do you have substantial policy making or hiring authority? ☐ Yes ☐ No

E. Number of employees at the Solano Business? _____

F. Is the business minority-owned or operated? ☐ Yes ☐ No

G. Please check the box indicating which *Chamber of Commerce* is nominating you. (**Attach the nomination letter**)

- | | | |
|---|------------------------------------|------------------------------------|
| <input type="checkbox"/> Benicia | <input type="checkbox"/> Dixon | <input type="checkbox"/> Vallejo |
| <input type="checkbox"/> Fairfield/Suisun | <input type="checkbox"/> Rio Vista | <input type="checkbox"/> Vacaville |

III. If you checked **box 2 through box 10**, please complete the following:

A. Name of the organization which nominated you. This organization may also be your employer. (**Attach the nomination letter**)

Organization Name: Employment Development Department

B. Do you have optimum policy making authority with your organization, agency or entity? ☒ Yes ☐ No

David Tam
Applicant Signature

6/20/2018

Date



June 20, 2018

Heather Henry, Executive Director
Workforce Development Board of Solano County
320 Campus Lane
Fairfield, CA 94534

Dear Ms. Henry:

Please accept this letter as my nomination of David Tam to the seat of the Solano County Workforce Investment Board recently left vacant by the promotion of Debbie Antonsen.

Mr. Tam is currently the Employment Development Department's Cluster Manager for four of the North Bay counties including Sonoma, Solano, Napa and Marin. He has responsibility for personnel, programs, partnership and premises in those counties. Mr. Tam brings valuable leadership experience to his position. He will be an asset to the Workforce Development Board.

Respectfully,

Emilia Bartolomeu

Emilia Bartolomeu
Deputy Division Chief, Region 2
Northern Workforce Services Division
Employment Development Department



Solano County

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

Agenda Submittal

Agenda #:	15	Status:	Regular Calendar
Type:	Presentation	Department:	Probation
File #:	19-459	Contact:	Christopher Hansen, 784-4803
Agenda date:	06/11/2019	Final Action:	
Title:	Receive a presentation from the Solano County Probation Department to include an overview of the Solano County Results First Initiative		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Results First CCP Report, B - Program Inventory, C - Benefit Cost Results, D - Presentation		

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 the Board of Supervisors receive a presentation on the Solano County Results First Initiative to include the program inventory, benefit cost model, and next steps.

SUMMARY/DISCUSSION:

In 2017, the Solano County Probation Department, County Administrator's Office, and the Community Corrections Partnership (CCP) endorsed partnering with the California State Association of Counties (CSAC) Hub for Criminal Justice Programming to implement the Results First Initiative. The purpose of this initiative is to aid counties in implementing an innovative approach and cost-benefit model which helps policymakers invest in policies and programs best supported by evidence to reduce recidivism.

Solano County law and justice partners work tirelessly to end the cycle of justice involvement for its adult criminal justice population. Ending the cycle of involvement in the criminal justice system clearly benefits the lives of the involved individuals as well as the County, taxpayers, and crime victims. Solano County taxpayers and the communities impacted by crime can realize a benefit of up to \$121,479 by avoiding one recidivist, due to the reduced use of the criminal justice system. In this sense, the criminal justice system includes the Sheriff's Office, law enforcement, the Courts, District Attorney, Public Defender, and Probation.

For the last year, the Probation Department has led the Results First work in collaboration with staff from the Sheriff's Office, Public Defender's Office, District Attorney's Office, Department of Health and Social Services, and Solano Superior Court. Members from each agency collaborated to walk through the Results First approach which included creating an inventory of programs that serve the adult criminal justice population, and to develop a benefit-cost model. The focus was to identify and understand the impact of these programs on reducing recidivism for justice involved adults in Solano County, and to measure the value that an avoided recidivist brings to the County. The work completed to date has been summarized in Attachment A Results First CCP Report.

Program Inventory

A Program Inventory Workgroup comprised of County agencies working with the adult criminal justice population was formed to create an inventory of existing rehabilitative programs. The workgroup was tasked with identifying and providing budgetary and participant data about the adult criminal justice programs within the purview of their departments. Programs were then reviewed and matched with evidence/evidence informed program contained within the Results First Clearinghouse Database. The County identified nearly 50 unique programs addressing numerous offender needs across departments. Attachment B Program Inventory contains a list of programs which have been matched to evidence in the Results First Clearinghouse Database to date.

Benefit Cost Model

The benefit-cost model projects the return of investment of a program based on the impact on recidivism, which is discussed below. First, the model relies on high-quality research studies and a combination of several research projects which included an analysis of collected data to estimate the level of effectiveness of programs at impacting crime as seen through repeated trips through the criminal justice system (recidivism). Secondly, the model monetizes recidivism reductions using Solano County specific county costs, sentencing outcomes, and resources used (days on probation, in jail, or in prison).

Utilizing the analysis of Probation Department records with the California State Department of Justice's (DOJ) data, a base-line recidivism rate was established for the Solano County Adult Criminal Justice population. Solano County created a cohort of those who started supervision in October 2011 who were assessed as a Medium or High Risk to recidivate using Solano County's risk assessment tool The LS/CMI is a correctional risk assessment tool that helps probation to assess the relative risk to re-offend, as well as design customized case plans and make needs-based referrals to programming. This cohort of 892 clients consisted of: Felony Probationers sentenced to formal supervision by the Court; Mandatory Supervision, who are clients who split their time between a jail term and supervision by a Probation Officer; and Post Release Community Supervision (PRCS) individuals, who would have previously been under parole supervision but are now supervised by Probation after release from prison. This group was tracked over a 5-year period yielding a 67% cumulative recidivism rate, meaning 67% of the cohort had at least 1 new conviction. This group generated 1,440 new convictions over the 5-year period, with 57% of these new convictions being felonies. It's worth noting that Solano County is the first Results First participating county to use statewide conviction data from the DOJ to perform the analysis. This is significant because the data includes convictions from other counties in addition to Solano, when they exist.

All the programs identified to run through the model are matched to a level of evidence based on the research to apply a research-based estimate impact on recidivism. Attachment C Benefit Cost Results contains a full list of programs run through the benefit-cost model.

Next Steps

Overall, Solano County is committed to providing the appropriate evidence-based interventions and services to clients based upon their needs and their risk to reduce recidivism. There is equal commitment to using a data-driven approach to ensure rehabilitative programs are delivered with fidelity to the evidence, to measure outcomes, and to operate in a fiscally responsible manner. The benefit to the County and the community when recidivism is avoided has been identified and will continue to be reviewed. Lastly, through this project, evidence-based and evidence informed practices are now part of stakeholder conversations. In turn, this creates a focus on evidence-based programs/curricula when developing contracts with community based organizations for services.

FINANCIAL IMPACT:

There is no cost for providing the presentation and no additional impact to the General Fund. The cost of preparing this item is minimal and is absorbed by the Department's budget.

ALTERNATIVES:

The Board could choose not to receive the presentation from the Probation Department; however, this is not recommended as this is an opportunity for the Board of Supervisors and the public to receive information on the programs, services, and partnerships in the County that impact recidivism.

OTHER AGENCY INVOLVEMENT:

Staff from the Sheriff's Office, Public Defender, the District Attorney, Health and Social Services, and Solano Superior Court all collaborated on the Results First Initiative.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Results First



Office of the County Administrator
APRIL 2019 |

Solano County Results First

Acknowledgements

On behalf of the County Administrator's Office and the Probation Department, we wish to thank all the individuals who contributed to the Results First Initiative in Solano County.

Project Champions

Solano County Community Corrections Partnership
Birgitta Corsello, County Administrator
Christopher Hansen, Chief Probation Officer

Project Lead

Jennifer McDermott, Probation Project Manager

Program Inventory Workgroup

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Andrew Williamson, Health and Social Services
Robert Oliver, Solano County Courts
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Resource Cost Workgroup

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Lisa Woods, Sheriff's Office
Robert Oliver, Solano County Courts
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Solano County Results First

Overview

Solano County law and justice partners work tirelessly to end the cycle of justice involvement for its adult criminal justice population. Ending the cycle of involvement in the criminal justice system clearly benefits the lives of the involved individuals as well as the County, taxpayers, and crime victims. Taxpayers and the communities impacted by crime can realize a benefit of up to \$121,479 in Solano County by avoiding one recidivist, due to reduced usage of the criminal justice system¹. For this reason, the County Administrator's Office committed to, and the Community Corrections Partnership (CCP) endorsed, partnering with the California State Association of Counties (CSAC) Hub for Criminal Justice Programming². The purpose of this initiative is to aid counties in implementing an innovative policymaking approach and cost-benefit model which helps policymakers invest in policies and programs best supported by evidence to reduce recidivism.

For the last year, the Probation Department has led the Results First work in collaboration with staff from the Sheriff's Office, the Public Defender's Office, the District Attorney's Office, the Department of Health and Social Services, and Solano Superior Court. Members from each agency collaborated to step through the Results



Figure 1: Results First Approach

First approach which included creating an inventory of programs³ that serve the adult criminal justice population and to develop a cost-benefit model. The purpose of this work was to identify and understand the impact of these programs on reducing the recidivism of justice involved adults in Solano County and to measure the value that the avoided recidivist brings to the County.

Program Inventory

A Program Inventory Workgroup comprised of County agencies working with the adult criminal justice population formed to create an inventory of funded programs. The workgroup was tasked with identifying and providing descriptive, budget, and participant data about the adult criminal justice programs overseen by their departments. Programs were then reviewed and matched with the evidence utilizing the Results First Clearinghouse Database⁴. The County identified nearly 50 unique programs addressing numerous offender needs across agencies. Table 1 below includes examples of the programs included in the inventory. Appendix A contains a list of programs which have been matched to evidence in the Results First Clearinghouse Database to date.

¹ Recidivism is defined as a new crime conviction after the start of supervision or release from incarceration. A cohort is defined as a group of supervisees who began supervision between October 2011 and September 2012 and were tracked for re-convictions over the next 5 years of their release.

² <http://www.counties.org/csac-support-hub>

³ A program can be defined as an intervention (program or a practice) that engages specific participants to achieve a discrete outcome.

⁴ Results First Clearinghouse: <https://www.pewtrusts.org/en/research-and-analysis/data-visualizations/2015/results-first-clearinghouse-database>

Solano County Results First

Table 1: Program Inventory Example			
Program Name	Description	Outcomes and Needs Addressed	Evidence Rating
Reasoning and Rehabilitation II (R&R II)	Cognitive behavioral therapy intended to help participants develop social skills, moral reasoning, and problem-solving skills.	Criminal Thinking Companions Anti-Social Patterns Pro-Criminal Attitude	Highest Rated
Employment Services	Employment services in the form of soft skills, resume preparation, job searches and job training.	Employment	Highest Rated
Education - High School Diploma or GED	GED preparation. Independent Study Programs and Special Education.	Education	Second-Highest Rated
Matrix for Probation clients	Intensive outpatient approach for substance abuse and dependence	Substance Abuse	Second-Highest Rated

Benefit Cost Model

The benefit-cost model projects the return of investment of a program based on the impact on recidivism, which is discussed below. The model relies on high-quality research studies and meta-analysis to estimate the level of effectiveness of programs at impacting crime as seen through repeated trips through the criminal justice system (recidivism), and then monetizes recidivism reductions using Solano County-specific county costs, recidivism, sentencing outcomes, and resources used (days on probation, in jail, or in prison).

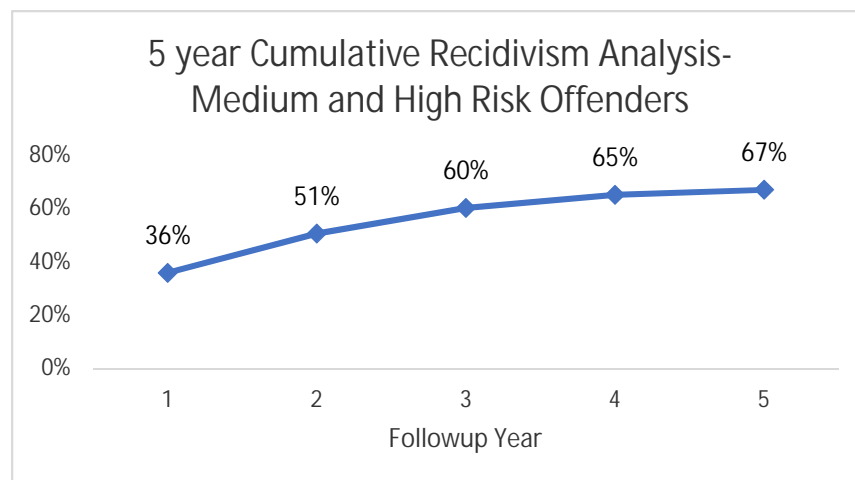


Figure 1: Recidivism Analysis

Solano County created a cohort of those who started supervision in October 2011 who were risk assessed as Medium or High Risk to recidivate using Solano County's validated risk assessment tool⁵. This cohort consisted of 892 Felony Probationers⁶, Mandatory

⁵ The LS/CMI is a correctional risk assessment tool that helps probation to assess the relative risk to re-offend, as well as design customized case plans and make needs-based referrals to programming.

⁶ Felony Probationers are individuals sentenced to formal probation supervision the Court

Solano County Results First

Supervision⁷, Post Release Community Supervision (PRCS)⁸ individuals who assessed above the County's cutoff. This group was tracked over a 5-year period yielding a 67% cumulative recidivism rate, meaning 67% percent of the cohort had at least 1 new conviction. This group generated 1,440 new convictions over the 5 years, with 57% of these new convictions being felonies. (Figure 1). This risk-based cohort was used since, based on standard correctional practice and evidence-based supervision, those with elevated risk of recidivism should be supervised and referred to services at higher rates. It's worth noting that Solano County is the first Results First participating county to use conviction data from the Department of Justice (DOJ) to perform the analysis. This is significant because the data includes convictions from other counties in addition to Solano, when they exist.

All the programs identified run through the model are matched to a level of evidence based on the research in order to apply a research-based estimate impact on recidivism. Table 2 below provides examples of the benefits and costs associated with an individual program as well as the anticipated recidivism reduction rate. Appendix B contains a full list of programs run through the benefit-cost model.

Table 2: Benefit Cost Results Example					
Program Name	Description	Benefits Per Participant	Cost Per Participant	Cost-Benefit Ratio	Recidivism Reduction
Matrix Model	Intensive outpatient treatment approach for substance abuse and dependence.	\$8,196	\$ 1,208	\$6.78	-10%
Reasoning and Rehabilitation	Cognitive behavioral therapy intended to help participants develop social skills, moral reasoning, and problem-solving skills.	\$7,312	\$ 227	\$32.15	-9%
Education - High School Diploma or GED	GED preparation. Independent Study Programs and Special Education	\$7,622	\$ 1,564	\$4.87	-9%
Employment	Employment services in the form of soft skills, resume preparation, job searches and job training.	\$1,714	\$1,083	\$1.83	-2%

- Benefits Per Participant: The program's monetary impact for reducing recidivism
- Program Cost: The operational cost to provide the program
- Cost-Benefit Ratio: The amount of benefits for every dollar in costs invested
- Recidivism Reduction: The estimated recidivism reduction based on Solano County's baseline recidivism rate

⁷ Mandatory Supervision is a split the time of a sentence between a jail term and a period of supervision by a probation officer

⁸ PRCS are eligible individuals who would have previously been under parole supervision who are supervised by Probation after release from prison

Solano County Results First

Key Findings

Overall the County is committed to providing the appropriate evidence-based interventions and services to clients based upon their needs and their risk in order to reduce recidivism. There is equal commitment to using a data-driven approach to ensure programs are delivered with fidelity to the evidence, to measure outcomes, and to operate in a fiscally responsible manner. The benefit to the County and the community when recidivism is avoided has been identified. Lastly, through this project, evidence-based practices are now part of stakeholder conversations which is creating an evidence-based focus on programming and contracting with vendors we contract with for programming.

Recommendations and Next Steps

The purpose of this initiative is to aid counties in implementing an innovative policymaking approach and benefit-cost model which helps policymakers invest in policies and programs best supported by evidence to reduce recidivism. For this reason, the following recommendations and next steps are being made:

- Develop a county-wide evidence-based program definition and approach for contracting, Requests for Applications, and Requests for Proposals
- Build capacity within each agency to monitor and respond to fidelity concerns
- Continue to collaborate cross-agency on standardizing evidence-based programming

Solano County Results First

Program Inventory			
Program	Program Description	Outcomes/Needs Addressed	Evidence Rating
Reasoning and Rehabilitation II (R&R II)	Cognitive behavioral therapy intended to help participants develop social skills, moral reasoning, and problem-solving skills. The focus of R&R II involves assisting clients develop problem solving skills through moral reasoning.	Criminal Thinking Companions Anti-Social Patterns Pro-Criminal Attitude	Highest Rated
Employment Services	Employment services in the form of soft skills, resume preparation, job searches and job training. Includes interactive journalized curriculum.	Employment	Highest Rated
The Nurturing Parenting Program (Men & Women)	Program for the prevention and treatment of child abuse and neglect.	Family Relationships/Parenting	Highest Rated
Motivational Interviewing	Theoretical approach to therapeutic interventions helping consumers identify areas in their life that cause problems, help motivate consumer to change behaviors and sustain positive changes	Antisocial patterns Alcohol/Drug Leisure/Recreation Family/Marital	Highest Rated
Cognitive Behavioral Therapy for Depression	Group therapy utilizing cognitive behavioral therapy to build skills to develop a positive, more balanced and constructive ways to respond to stressors to reduce/manage symptoms of depression	Alcohol/Drug Leisure/Recreation	Highest Rated
Dialectical Behavior Therapy - Emotional Regulation	Skill building therapy group utilizing Dialectical Behavior Therapy, integrating mindfulness, distress tolerance and effective communication	Alcohol/Drug Leisure/Recreation Family/Marital	Highest Rated

Solano County Results First

Program Inventory			
Program	Program Description	Outcomes/Needs Addressed	Evidence Rating
Vocational Services - Supported Employment	Vocational training and support in the application, interview, hiring and working process	Educational Employment	Highest Rated
Seeking Safety	Seeking Safety is a present-focused counseling model to help people attain safety from trauma and/or substance abuse.	Substance Abuse	Highest Rated
Mind Over Mood	A cognitive behavioral therapy program to conquer depression, anxiety, panic attacks, anger, guilt, shame, low self-esteem, eating disorders, substance abuse, and relationship problems.	Substance Abuse	Highest Rated
Living in Balance (LIB)	LIB helps clients address issues in lifestyle areas that may have been neglected during addiction.	Substance Abuse	Highest Rated
Relapse Prevention (Gorski-CENAPS)	A comprehensive system for diagnosing and treating substance use disorders, and coexisting mental disorders, personality disorders and situational life problems. The Model is based upon a biopsychosocial model of addiction, a developmental model of recovery, and a relapse prevention model. The model integrates addiction-specific treatment methods with state-of-the-art cognitive, affective, behavioral, and social therapies.	Substance Abuse	Highest Rated
Interactive Journaling	Interactive cognitive-behavioral journaling system that participants address their individual problem areas based on a criminogenic risk and needs assessment.	Criminal Thinking Companions Anti-Social Patterns Pro-Criminal Attitude	Second-Highest Rated
Matrix Model	Intensive outpatient treatment approach for substance abuse and dependence.	Substance Abuse Mental Health Family Relationships	Second-Highest Rated

Solano County Results First

Program Inventory			
Program	Program Description	Outcomes/Needs Addressed	Evidence Rating
		Co-occurring disorders Prosocial supports	
Thinking for a Change (T4C)	Cognitive-based program designed to improve social skills, cognitive self-change skills, and problem-solving skills. The goal of T4C is to have the participants comprehend that their thinking controls their behavior.	Criminal Thinking Companions Anti-Social Patterns Pro-Criminal Attitude	Second-Highest Rated
Education - High School Diploma or GED	GED preparation. Independent Study Programs and Special Education.	Education	Second-Highest Rated
Seeking Safety for Incarcerated Women	Integrative treatment approach developed specifically for co-occurring PTSD and substance abuse. Manualized curriculum divided into 25 specific units or topics, addressing a range of different cognitive, behavioral, and interpersonal domains.	Substance Abuse	Second-Highest Rated
Adult Drug Court	The Adult Drug Courts provide judicial supervision, substance use disorder and co-occurring mental health disorder treatment, intensive case management, and community supervision for criminal defendants with substance use disorders.	Substance Abuse	Second-Highest Rated
Forensic Assertive Community Treatment (FACT)	A service delivery model that provides comprehensive, locally based treatment that is highly individualized and provided by a multi-disciplinary team, including 24/7 support services	Leisure, Recreation Family/Marital Alcohol/Drug Educational/Employment	Second-Highest Rated

Solano County Results First

Program Inventory			
Program	Program Description	Outcomes/Needs Addressed	Evidence Rating
		Companions Attitude/Orientation	
Recovery Dynamics AKA: Recovery Boot Camp	A program to explain the 12-step model: Cognitive program of action presented by Alcoholics Anonymous and the origins of its founding. The course details how and why it is necessary to complete each of the 12 Steps then provides the tools to accomplish the given tasks within a Step.	Substance Abuse	Second-Highest Rated
Moral Reconciliation Therapy (MRT)	Program seeks to decrease recidivism among adult criminal offenders by increasing moral reasoning. MRT is systematic and implements a cognitive-behavioral approach, which positively addresses social, moral, and positive behavioral growth.	Criminal Thinking Anti-Social Patterns Pro-Criminal Attitude	Second-Highest Rated
Helping Men Recover	Gender-responsive, trauma-informed treatment program for men. The curriculum addresses what is often missing in prevailing treatment modes: a clear understanding of the impact of male socialization on the recovery process, a consideration of the relational needs of men, and a focus on the issues of abuse and trauma.	Substance Abuse, Co-occurring disorders Pro-social supports	Insufficient Evidence
Nurturing Program for Families	Program focuses on the effects of substance abuse on families, parenting, and the parent-child relationship. This program is designed to assist parents in re-establishing the strength of their connections with their children.	Substance Abuse	Insufficient Evidence

Solano County Results First

Program Inventory			
Program	Program Description	Outcomes/Needs Addressed	Evidence Rating
A Woman's Way through the Twelve Steps	A Woman's Way through the 12 Steps is a thirteen-session curriculum of experiential activities and discussions that focus on the themes in each of the Twelve Steps.	Anti-social behavior Family Relationships Substance Abuse	Insufficient evidence
Veterans Treatment Court	Veterans Treatment Court is available to justice-involved veterans and active service members who suffer from PTSD, traumatic brain injury, sexual trauma, substance abuse and/or mental health issues as the result of their service in the United States military.	Substance Abuse, Mental Health Issues	Not Rated
Treating Alcohol Dependency (TAD)	Substance abuse focused program to assist clients with managing urges to use. Coping skills class designed to assist clients in developing key interpersonal and intrapersonal skills.	Substance Abuse	Not Rated
Getting Motivated to Change	Cognitive behavioral therapy. Program focuses on aspects of cognition that govern decisions to change behavior. It relies on visual-communication tools and related cognitive strategies to engage clients in discussions of this topic.	Criminal Thinking Anti-Social Patterns Pro-Criminal Attitude	Not Rated
Harm Reduction	A theoretical approach to therapy, case management, interventions & policy that strives to reduce negative consequences of behavior that consumers are not willing to stop entirely	Alcohol/Drug, Leisure/Recreation	Not Rated
Dual Diagnosis Day Treatment	Intensive Outpatient Program (IOP) for alcohol and drug treatment. It uses cognitive-behavioral therapy (CBT), and motivational interviewing (MI) to teach clients to analyze events and change thoughts, behaviors, and lifestyle related to alcohol and other drug use.	Substance Abuse Mental Health	Not Rated

Solano County Results First

Rating Key

Green- Highest rated: The program had a positive impact based on the most rigorous evidence.

Yellow- Second-highest rated: The program had a positive impact based on high-quality evidence.

Blue- Mixed effects: The program had inconsistent impacts based on high-quality evidence. That is, study findings showed a mix of positive impact, no impact, and/or negative impact.

Grey- No effects: The program had no impact based on high-quality evidence. That is, there was no difference in outcomes between program participants and those in the comparison group.

Red- Negative effects: The program had a negative impact based on high-quality evidence.

Black- Insufficient evidence: The program's current research base does not have adequate methodological rigor to determine impact.

White- Not Rated: Program was not found in the Clearinghouse database

Solano County Results First

Cost Benefit Model Results					
Program Name	Description	Benefits Per Participant	Cost Per Participant	Cost-Benefit Ratio	Recidivism Reduction
Education - High School Diploma or GED	GED preparation. Independent Study Programs and Special Education.	\$7,622	\$ 1,564	\$4.87	-9%
Employment Services	Employment services in the form of soft skills, resume preparation, job searches and job training. Includes interactive journalized curriculum.	\$1,714	\$ 1,083	\$1.58	-2%
Helping Women Recover	Program that integrates theories of women's psychological development, trauma, and addiction to meet the needs of women with addictive disorders.	\$6,564	\$ 1,012	\$6.48	-8%
Matrix Model	Intensive outpatient treatment approach for substance abuse and dependence.	\$8,196	\$ 1,208	\$6.78	-10%
Reasoning and Rehabilitation	Cognitive behavioral therapy intended to help participants develop social skills, moral reasoning, and problem-solving skills. The focus of R&R II involves assisting clients develop problem solving skills through moral reasoning.	\$7,312	\$ 227	\$32.15	-9%
Thinking for a Change (T4C)	Cognitive-based program designed to improve social skills, cognitive self-change skills, and problem-solving skills. The goal of T4C is to have the participants comprehend that their thinking controls their behavior.	\$7,312	\$ 248	\$29.49	-9%

- Benefits Per Participant: The program's monetary impact for reducing recidivism
- Program Cost: The operational cost to provide the program
- Cost-Benefit Ratio: The amount of benefits for every dollar in costs invested
- Recidivism Reduction: The estimated recidivism reduction based on Solano County's baseline recidivism rate



Solano County

Results First

Presented to Solano County Board of Supervisors
on June 11, 2019
Probation Department



Overview

- **Introduction**
- **Results First Approach**
- **Program Inventory**
- **Benefit Cost Model**
- **Next Steps**



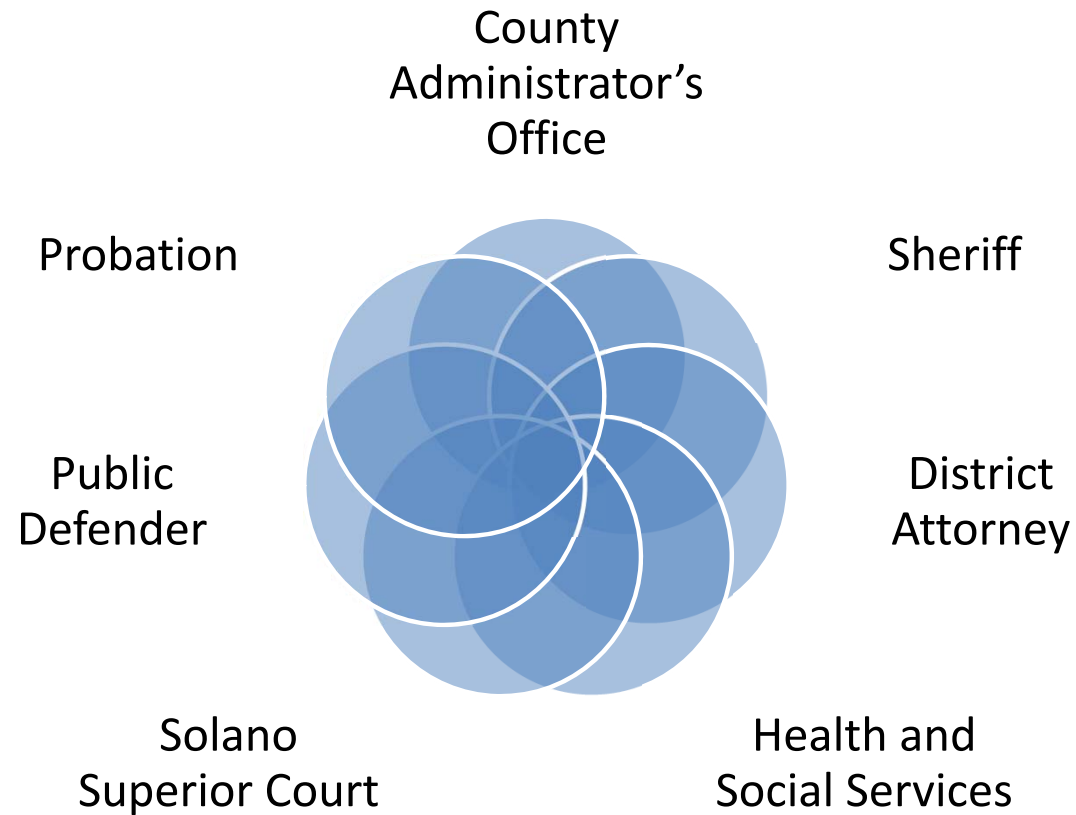
Introduction

- **Implementation of the Results First Initiative**
 - In 2017, the County Administrator's Office, the Probation Department, and the Community Corrections Partnership (CCP) endorsed partnering with California State Associate of Counties (CSAC) Hub for Criminal Justice Programming to implement the Results First Initiative
- **Results First Initiative Purpose**
 - To aid counties in implementing an innovative policy making approach and benefit-cost model to invest in policies and programs best supported by evidence to reduce recidivism¹ of the Adult Criminal Justice Population

¹ Recidivism is defined as a new crime conviction after the start of supervision or release from incarceration.



Solano County Results First Collaborative





Results First Approach



- The Program Inventory contains nearly 50 funded programs² that serve the adult criminal justice population
- The Cost-Benefit Analysis produced a model through which the County can project the return of investment of a program based on its impact on recidivism
- The County and the community can save up to \$121,479 by avoiding one recidivist

² A program is defined as an intervention (program or a practice) that engages specific participants to achieve a discrete outcome. The discrete outcome focus is recidivism reduction



Program Inventory

- **Gather program information including program description, capacity, participants, location, outcomes addressed, and budget**
- **Match program description, outcomes addressed, dosage, and setting of programs to the evidence using the Results First Clearinghouse**
- **Clearinghouses review and summarize rigorous evaluations of different programs/interventions then assign ratings to interventions based on evidence**

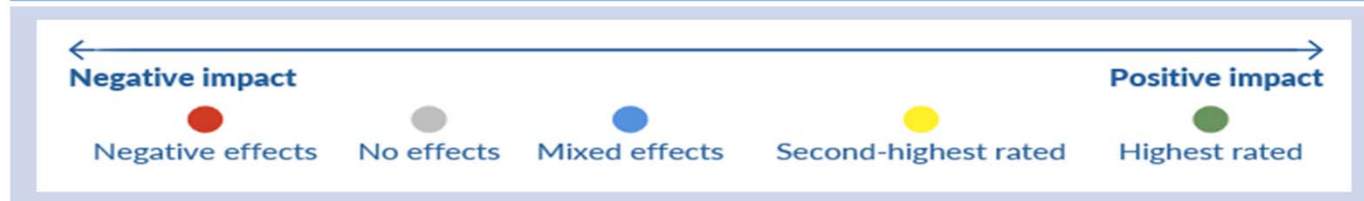


Program Inventory

Table 1: Program Inventory Example

Program Name	Description	Outcomes Addressed	Evidence Rating
Reasoning and Rehabilitation II (R&R II)	Cognitive behavioral therapy intended to help participants develop social skills, moral reasoning, and problem-solving skills.	Criminal Thinking Companions Anti-Social Patterns Pro-Criminal Attitude	Highest Rated
Employment Services	Employment services in the form of soft skills, resume preparation, job searches and job training. Includes interactive journalized curriculum.	Employment	Highest Rated
Matrix for Probation clients	Intensive outpatient approach for substance abuse and dependence	Substance Abuse	Second Highest

Clearinghouse Ratings System





Benefit Cost Model

- Projects return of investment of a program based on the impact on reducing recidivism
- Model relies on high-quality research studies and meta-analysis to measure the impact on programs of reducing analysis.
- The level of effectiveness of programs at impacting crime as seen through repeated trips through the criminal justice system (recidivism)
- Monetizes recidivism reductions using Solano County-specific county 1) costs, 2) recidivism, 3) sentencing outcomes, and 4) resources used (days on probation, in jail, or in prison)



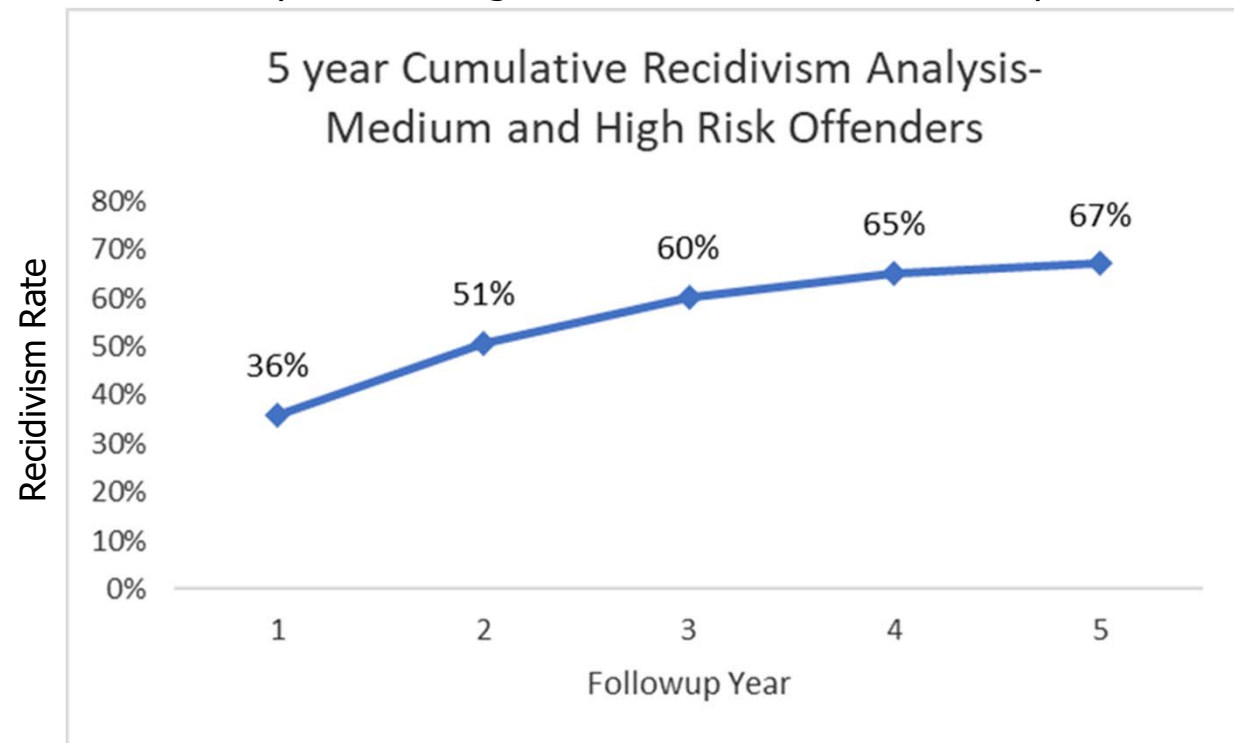
Recidivism Analysis

- The baseline cohort studied began supervision between Oct. 1, 2011 – Sept. 30, 2012, and then were followed for 5 years to track new convictions
- The recidivism rates for this cohort and subsequent cohorts continue to be studied. In April 2018 the Probation Department reported to the Board a reduction in recidivism in subsequent cohorts
- Cohorts are comprised of medium to high risk offenders as determined by a correctional risk assessment tool
- LS/CMI is a correctional risk assessment tool that assesses the relative risk of an individual to reoffend, and then prioritizes service needs to design customized case plans to make needs-based referrals to programming



Recidivism Analysis

Cohort 1: Supervision began between Oct. 1, 2011 – Sept. 30, 2012





Benefit Cost Analysis Results

- **Each recidivating event costs up to \$121,479 for the public and victims**
- **By avoiding one recidivist the County and the Community can realize a benefit of up to the \$121,479**
- **This benefit is realized through avoided marginal costs to County agencies serving the Adult Criminal Justice population as well as avoided victimization costs**



Benefit Cost Analysis Results

Program Name	Benefits Per Participant	Program Cost	Benefit-Cost Ratio	Recidivism Reduction
Matrix Model	\$8,196	\$ 1,208	\$6.78	-10%
Reasoning and Rehabilitation	\$7,312	\$ 227	\$32.15	-9%
Education - High School Diploma or GED	\$7,622	\$ 1,564	\$4.87	-9%
Employment	\$1,714	\$1,083	\$1.83	-2%

- **Benefits per participant:** The programs monetary impact for reducing recidivism
- **Program Cost:** The cost to provide the program
- **Cost Benefit Ratio:** The amount of benefits for every dollar in costs invested
- **Recidivism reduction:** The estimated recidivism reduction based on Solano County's baseline recidivism rate



Next Steps

- **Develop a county-wide evidence-based program definition and approach for use when contracting, and issuing Requests for Applications and Requests for Proposals**
- **Build capacity within each County department to monitor and respond to fidelity concerns through quality assurance and fidelity analysis**
- **Continue to collaborate on standardizing evidence-based programming, particularly on continuum of care**



Solano County

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Agenda Submittal

Agenda #:	16	Status:	Consent Calendar
Type:	Presentation	Department:	First 5 Solano
File #:	19-461	Contact:	Michele Harris, 784-1332
Agenda date:	06/11/2019	Final Action:	
Title:	Receive the Human Services Needs Assessment Final Report; Consider implementing the recommendations in the report; Consider adopting two priority goals: 1) Increasing access to Solano County's mental health system of care and 2) Reducing homelessness; and Consider establishing a Community Investment Fund beginning July 1, 2020 by repurposing \$2 million in General Fund contributions to non-County agencies and providing a multi-pronged approach funding for legacy programs and deep investments for up to 3 years, and one-time investments		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Link to Report, B - Presentation		

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

DEPARTMENTAL RECOMMENDATION:

The County Administrator's Office recommends that the Board of Supervisors Receive the Human Services Needs Assessment Final Report; Consider implementing the recommendations in the report: Consider adopting two priority goals: 1) Increasing access to Solano County's mental health system of care and 2) reducing homelessness; and Consider establishing a Community Investment Fund beginning July 1, 2020 by repurposing \$2 million in General Fund contributions to non-County agencies and providing a multi-pronged approach funding for legacy programs and deep investments for up to 3 years, and one-time investments.

SUMMARY:

On behalf of the Board of Supervisors, the County Administrator's Office initiated a Human Services Needs Assessment (HSNA) to identify the greatest human services needs in the county. This effort resulted in the creation of a durable framework of desired outcomes with clearly defined indicators, to support a process that directs limited county resources, including funds currently identified in the budget as contributions to non-county agencies.

This presentation brings forward the final results of the HSNA process, along with recommendations for future allocation of county resources previously identified as contributions to non-county agencies, repurposed to establish a Community Investment Fund.

FINANCIAL IMPACT:

The costs associated with preparing the staff report and the cost for the consultant to conduct the HSNA are included in the County Administrator's Office FY2018/19 Adopted Budget.

DISCUSSION:

In September 2018, the County Administrator's Office recommended and the Board of Supervisors endorsed, development of a formal process to utilize qualitative and quantitative data to identify the highest human services needs in the County. The goal of the 3-step HSNA process was to create a durable framework of desired outcomes with clearly defined indicators and use the findings to:

1. Guide annual decision-making during the budget process toward priority outcomes.
2. Leverage other County resources.

The HSNA process was conducted by Applied Survey Research, a Bay Area research and evaluation firm, and was guided by a planning team that consisted of two Board of Supervisor members, Department Heads that engage in service delivery as part of their role, and the County Administrator. At these planning team meetings over the course of the last 9 months, the planning team reviewed extensive community data, crafted a list of questions and reviewed the subsequent results from key informant interviews, and considered data results from the community surveys. The planning team then reviewed the summation of this information, weighed in on the prioritized needs, and helped to develop the recommendations for strategies and funding.

The HSNA process identified the top three priority human services needs in Solano County as mental health, housing and homelessness. The HSNA process also revealed the interconnectedness of these prioritized needs, bringing awareness of the importance of interventions that can be integrated; i.e., addressing homelessness should also include a component that addresses mental health.

The recommendations from this HSNA process are two-fold:

1. Solidify and adopt a focus on the top community needs identified by the assessment
2. Adopt a funding strategy that targets funding toward the identified community needs and creates a structure by which the Board can measure both programmatic and community impact

Top Community Needs:

Priority Need 1: Mental Health - Upon consultation with the Mental Health Deputy Director in Health and Social Services, the planning team is recommending that the Board of Supervisors establish the overarching community goal to "increase access to Solano County's mental health system of care" with dual strategies of increasing community understanding of how to access mental health services and increasing provider understanding of how to respond to residents with mental health needs.

Priority Need 2: Affordable Housing - Since housing is primarily developed within the boundaries of cities, upon consultation with the Health and Social Services Mental Health Administrator (the designee for mental health/homelessness issues in Solano County), the planning team, and the County Administrator, the recommendation is the Board of Supervisors work with cities to increase the supply of affordable housing under the community goal of "reducing homelessness."

Priority Need 3: Homelessness - Upon consultation with the Health and Social Services Mental Health Administrator (the designee for mental health/homelessness issues in Solano County) the planning team is recommending that the Board of Supervisors establish the community goal to "reduce homelessness" with dual strategies strengthening capacity to address homelessness and increasing community and provider

understanding of how to connect to available resources.

Priority Needs 4-6: Early Education, Youth Development, Safe and Stable Environments for Children - While mental health, housing, and homelessness rose to the top priorities, early education, youth development, and safe and stable environments for children were also highly ranked in the prioritization. The assessment process identified several strategies in each of these priority areas that could be explored further as funding allows.

Funding Strategy:

In addition to identifying and confirming the top community needs through the assessment process, the planning team discussed a framework to provide funding toward the top priorities. The recommendation outlined into the report is to create a Community Investment Fund. The Fund would be a 3-pronged approach which would include:

1. Legacy Programs-3-year commitment to sustain programs funded by the Board to serve a specific population.
2. Deep Programming-3-year commitment to address the top 3 priority needs. Community partners will be selected by a competitive Request for Proposals process to implement strategies that were selected as part of an outcomes framework to evaluate progress toward the selected needs over time.
3. One-Time Investments-Smaller annual grants to address the top 6 priority needs. Community partners will be selected by a competitive Request for Proposals process.

Currently, the Board funds approximately \$2 million annually to non-county agencies. The recommendation is to repurpose those funds to establish the Community Investment Fund beginning July 2020. This would allow time for notice to be given to current non-county agencies funded by the Board, as well as to develop and implement the Request for Proposals process for Deep and One-Time investments.

Next Steps:

Should the Board adopt the recommendations as outlined in this item and the report, next steps will be to identify any leveraging opportunities with other government partners to expand the available resources and subsequently, develop the Request for Proposals to be released approximately January 2020.

ALTERNATIVES:

The Board could choose not to receive the presentation or adopt the recommendations; however, the recommendations were developed through a nine month process with cross sector input to guide the board in decision making.

OTHER AGENCY INVOLVEMENT:

First 5 Solano is administering the contract with Applied Survey Research on behalf of the County Administrator's Office. County Departments that have been a part of this planning team include Library, Health and Social Services, Probation, Child Support Services, First 5 Solano, County Administrator's Office and Resource Management. In addition, 43 key informant interviews were held with leadership from each city, all school districts, and many other community and nonprofit leaders.

ATTACHMENT A

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.

[Human Services Needs Assessment Final Report](#)



Solano County Human Services Needs Assessment

Final Briefing

Presented to the Solano County Board of Supervisors - June 11 , 2019

Presenters: Michele Harris, MPA, Executive Director, First 5 Solano
Lisa Niclai, MA, Vice President of Evaluation, Applied Survey Research





Background and Purpose

- Each year, the Board of Supervisors contributes approximately \$2 Million to non-county agencies
- This needs assessment was undertaken to assist the Board with a framework and process to:
 1. Identify greatest human service needs and effective strategies
 2. Allocate non-county funding to meet those needs
 3. Have a structure for monitoring progress
 4. Show how this funding is having an impact
- Today we are giving you a briefing of the Planning Team's recommendations.



Three-pronged Community Investment Fund

Community Investment Fund

(formerly non-county contributions)

Legacy Programs

3 year commitment

Addresses many needs



Deep Programming

3 year commitment

Addresses top 3 needs



One-Time Programming

1 year commitment

Addresses top 6 needs



Legacy Investments

- Programs BOS has sustained to serve a specific population
- Examples
 - CASA
 - Senior Coalition
 - North-Bay Stand Down
- Dedicate multi-year funding to provide stability to long-term partners
- Explore potential to find “new homes” for funding these programs and/or use the funds to leverage other funds and expand





Legacy Investments

	Agency	Purpose	FY2018/19 Amount
1	CASA	Children's advocates	\$130,325
2	Superior Court	Veterans court case manager	\$86,966
3	Children's Network	Children's Alliance – collaborative group	\$118,751
4	Senior Coalition	Seniors – collaborative group	\$56,800
5	North-Bay Stand-Down	Assist veterans to connect to programs and services	\$8,000
6	Food Bank CC/Solano	Food and nutrition services to the neediest Solano Residents	50,000
		Annual Total:	\$450,842



Deep Investments

- Focus on outcomes and best practices to make major impact in Top 3 Needs:
 1. Mental Health
 2. Affordable Housing
 3. Homelessness
- **Uses Outcomes Framework** to plan for and evaluate progress
- Issue Request for Proposals to address top county need(s)
- Proposals scored and ranked
- May fund one or more Proposals





One-Time Investments

- Issue Annual Request for Proposals to address any one of the top 6 needs
 1. **Mental Health**
 2. **Housing**
 3. **Homelessness**
 4. **Early Education**
 5. **Youth Development**
 6. **Safe and Stable environments for Children**
- One-year commitment
- Funds up to \$50,000 per proposal
- Proposals scored and ranked





Three-pronged Community Investment Fund

\$2,000,000 Community Investment Fund (formerly non-county contributions)

Legacy Programs

\$450,000 Annually

3 year commitment

Addresses many needs

Deep Programming

\$1,300,000 Annually

3 year commitment

Addresses top 3 needs

One-Time Programs

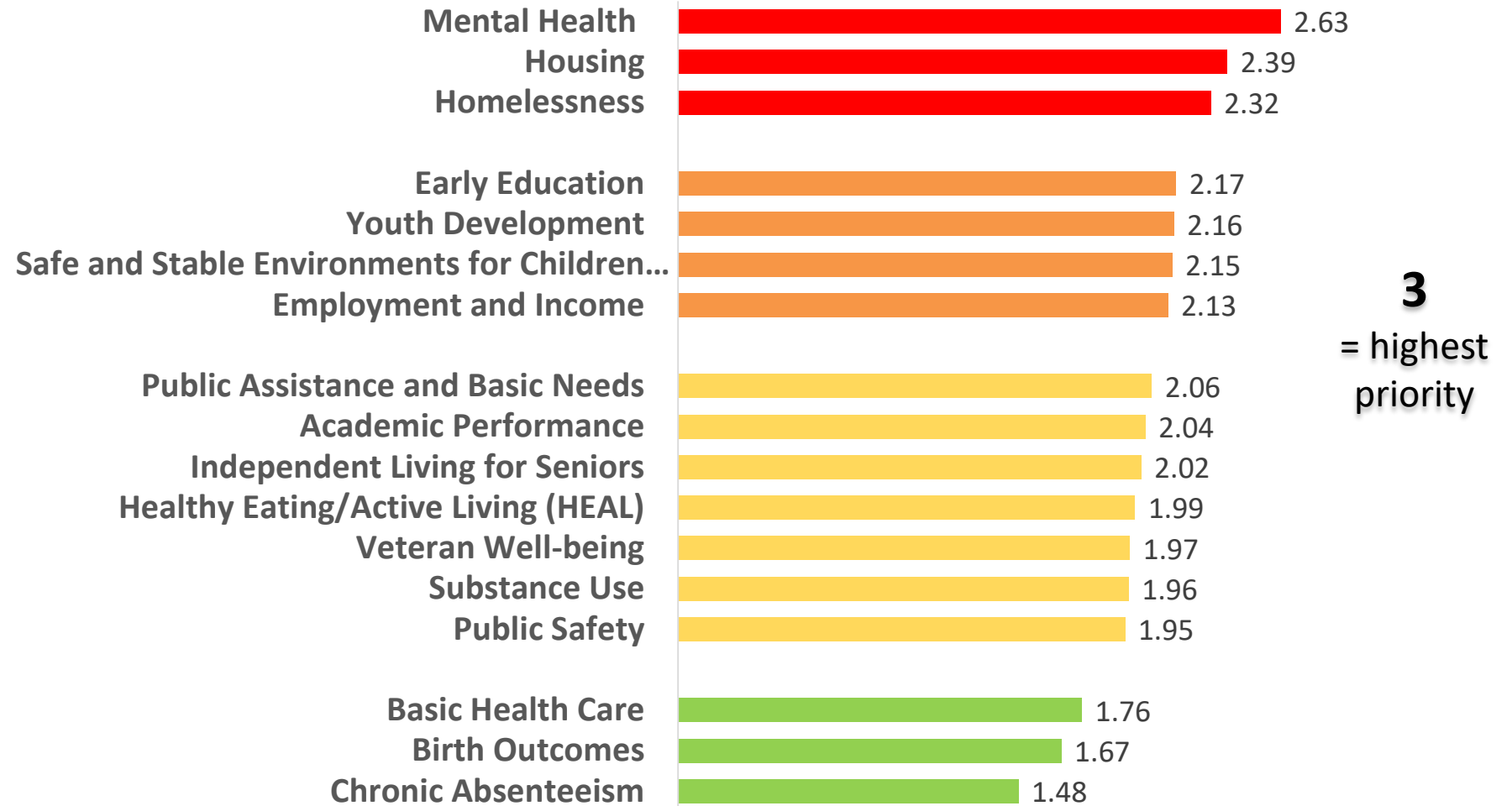
\$250,000 Annually

1 year commitment

Addresses top 6 needs



Top Priority Human Service Needs in Solano County





Priority Human Service Needs – 3 Community Data Sources

85 Community Indicators revealed:

1. Healthy Eating / Active Living
- 2. Mental health**
2. Early education
2. Public assistance/ basic needs
3. Academic performance
4. Youth development
- 4. Affordable housing**
- 4. Homelessness**
4. Substance use
4. Birth outcomes
4. Public safety

43 Key Informants said:

- 1. Mental health**
- 2. Affordable housing**
- 3. Homelessness**
4. Employment & income
5. Substance abuse

870 Community leaders & residents said:

1. Safe, stable environments for children
- 2. Homelessness**
3. Employment & income
- 4. Affordable housing**
- 5. Mental health**



Mental Health

58,000

(20%)

Solano residents
need help
for emotional/mental
health or alcohol/
drug problems

3.5%

penetration rate of
publicly funded
Mental Health

**Community
Goal:**

**Increase access to Solano County's mental
health System of Care**

Strategy 1:

**Increase community understanding of
how to access mental health services**

Strategy 2:

**Increase provider understanding of how to
respond to residents with mental health
needs**



Outcomes Framework: Mental Health

Community Goal: Increase access to Solano County's mental health System of Care

Gap to be addressed	Program Strategies	Partners	Program Outcome Indicators
<ul style="list-style-type: none">Providers and community members lack knowledge about how to respond, support, and refer children, families, and adults with mental health needs	1. Increase community understanding of how to access mental health services <ul style="list-style-type: none">a. Clarify the existing System of Care and access points (e.g., Access Line)b. Develop marketing materials and community engagement campaign to connect the public to the Access Line and other resources	<ul style="list-style-type: none">County Behavioral HealthPartnership Health PlanHospitals	<ul style="list-style-type: none">Collateral materials created about System of CareIncreased number of adults receiving outreach ("impressions," "hits")Increased number of calls to Access lineIncreased number / percentage of adults receiving publicly funded mental health care (<i>penetration rate</i>)
	2. Increase provider understanding of how to respond to residents with mental health needs <ul style="list-style-type: none">a. Share the System of Care and access pointsb. Cross-train providers on Mental Health First Aid and other ways to connect their clients to mental health services	<ul style="list-style-type: none">Police DepartmentProbation unitCommunity OrganizationsPrimary Care health providersRed Cross	



Homelessness

1,151

individuals were
homeless (2019)

Community Goal: Reduce homelessness

Strategy 1:

Strengthen capacity to address homelessness

Strategy 2:

Increase community and provider understanding of how to connect to the available resources (Phase 2)



Outcomes Framework: Homelessness

Community Goal: Reduce homelessness

Gap/problem to be addressed	Potential Program Strategies	Partners	Program Outcome Indicators
<ul style="list-style-type: none">• Lack of coordination of efforts and resources between entities trying to address homelessness• Lack of provider and community understanding of how to respond/refer persons who are homeless or at risk of being homeless	<p>Strengthen capacity to address homelessness</p> <ul style="list-style-type: none">a. Hire homelessness expert to clarify System of Care and maximize coordination efforts between county, cities, and CAP Solano JPAb. Contract an entity to seek funding, distribute funding, administer grants, and ensure compliance and renewalc. Continue to provide technical assistance to providers to increase the quality of care and coordination of care	<ul style="list-style-type: none">• Cities• CAP Solano JPA• Housing First Solano• County Behavioral Health• Shelters• Health Care Providers• Workforce Development• Housing & Supportive Service Providers	<ul style="list-style-type: none">• Homelessness expert hired• Fund development entity contracted• Increased amount of funding acquired• Percent of grants renewed• Increased calls to the Coordinated Entry system• Increased number of clients served by the Coordinated Entry system



Affordable Housing

57,748

or 40% Solano
households are in
unaffordable housing

**Community
Goal:**

Reduce homelessness

Strategy 1:

**Work with cities to increase supply of affordable
housing**



Outcomes Framework: Affordable Housing

Community Goal: Reduce homelessness

Gap/problem to be addressed	Potential Program Strategies	Partners	Program Outcome Indicators
<ul style="list-style-type: none">• Shortage of affordable units• Lack of new development	<p>1. Increase cities' capacity to increase supply of affordable housing</p> <ul style="list-style-type: none">a. County has hired a consultant to evaluate affordable housing options and strategy.b. County may help facilitate, along with partners such as Solano Transportation Authority, identified housing strategies. Pool and facilitate access to resources needed to develop new supplyc. Maximize existing supply (e.g., address shortage of homes that take Section 8, seek funding to purchase units)	<ul style="list-style-type: none">• Cities/Housing Authorities• CAP Solano JPA• Housing Developers• Property Owners• Landlords	<ul style="list-style-type: none">• Number of new funding requests for affordable development• Number of existing units that are fair market• Increased number of Section 8 units



Other Top Needs

Early Education

Safe and Stable Environments

Examples of Innovative Programs

1. Engage families to parent and guide their children

- Triple P
- Early literacy programs

2. Support and expand preschool access

- Apply for funds available through Governor Newsom's budget (facilities, higher reimbursement rates so more families qualify)

1. Early identification and support for children and their families who are struggling

- Identification and in-person outreach/engagement
- Coordination among numerous agencies that serve at-risk children (homeless shelters, subsidized preschool, eligibility workers, child welfare, police departments, Help Me Grow)

Other Top Needs

Youth Development

Examples of Innovative Programs

Responsive school-based services, such as:

- Dixon: Parent Liaisons in schools, School Resource Officers conduct home visitations
- Vacaville: Mental health interns for case management, mental health clinicians at each school site

Supportive programs that position youth on a college path, such as:

- The Leaven (After School Programs for children and families: provides tutoring, mentoring/coaching/life skills, scholarship assistance for college, etc.)

Supportive programs that position youth on a career path, such as:

- Career Technical Education (CTE) opportunities in Vallejo

Support for parents of youth, such as:

- Fairfield Police Department “Parent Project” for parents of juveniles
- Diversion Program “What to Expect”
- Triple P “Teen”

Supportive programs/resources for opportunity youth:

- California Funders for Boys and Men of Color – Funding for youth development, employment & income, public assistance
- Become a member/start a Chapter of California Youth Connection (receive support & training for foster youth)



10-Year View of the Community Investment Fund

	FY2020/ 21	FY2021/ 22	FY2022/ 23	FY2023/ 24	FY2024/ 25	FY2025/ 26	FY2026/ 27	FY2027/ 28	FY2028/ 29	FY2029/ 30
Legacy	Commit for 3 years/then revisit			Commit for 3 years/then revisit			Commit for 3 years/then revisit			
Amount	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000
Deep	Commit for 3 years/then revisit			Commit for 3 years/then revisit			Commit for 3 years/then revisit			
Amount	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000
One-Time	Solicit	Solicit	Solicit	Solicit	Solicit	Solicit	Solicit	Solicit	Solicit	Solicit
Amount	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
Totals:	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Assessment			Reassess Needs			Reassess Needs			Reassess Needs	



Resources

Staff

- Manage assessment process
- Solicit for services
- Administer contracts
- Progress reports to Board
- Manage any contract issues
- Host all-contractor meetings for information sharing

Resources Needed:
\$65,000 annually to manage process

Consultant & Workgroup

- Assess needs every 3 years
- Identify top community needs
- Identify any leveraging opportunities
- Tie solicitations to community indicators of well-being – outcomes framework
- Recommend to Board of Supervisors

Resources Needed:
\$70,000 every 3 years for assessment

You are helping to break the cycle of disadvantage in Solano County

Regional economic pressures

- Housing market
- Labor market

Cycle repeats

Youth are not prepared for their future



Onset of chronic stress

Secondary effects on children

Priority needs # 1,2,3

Priority needs # 4,5,6





Next Steps / Timeline

January	<ul style="list-style-type: none">• Define RFP process (scoring, panel)• Solicit Deep programs• Solicit One-time programs
February	<ul style="list-style-type: none">• Receive proposals for Deep and One time programs
March	<ul style="list-style-type: none">• Score proposals for Deep and One time programs
April	<ul style="list-style-type: none">• Make recommendations to the Board• Board makes allocations
June	<ul style="list-style-type: none">• Contract Legacy, Deep and One-time programs
July	<ul style="list-style-type: none">• Services begin



Solano County

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

Agenda Submittal

Agenda #:	17	Status:	Regular Calendar
Type:	Contract	Department:	Information Technology - Registrar of Voters
File #:	19-451	Contact:	Tim Flanagan, 784-2703
Agenda date:	06/11/2019	Final Action:	
Title:	Receive a presentation on the selection, budget and plan for updating decertified voting equipment for the March 3, 2020 Primary election and beyond; Consider approving a 5 year contract with Hart InterCivic, Inc. to replace existing decertified voting equipment plus support services from June 2019 through June 2024, for an amount not to exceed \$2,288,361; and Authorize the County Administrator to execute the contract and any necessary contract amendments concerning terms and scope of services not to exceed 10% of the total contract amount		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Presentation, B - Contract		

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

Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

The Registrar of Voters recommends that the Board of Supervisors to:

1. Receive a presentation from the Registrar of Voters' Office (ROV) on the selection, budget and plan for updating decertified voting equipment for the March 3, 2020 Primary election and beyond;
2. Approve a 5 year contract with Hart InterCivic, Inc. (Hart) to provide replacement voting equipment, support and professional services from June 12, 2019 through June 12, 2024 for an amount not to exceed \$2,288,361;
3. Authorize the County Administrator to execute the contract and any necessary contract amendments concerning terms and scope of services not to exceed 10% of the total contract amount;

SUMMARY:

On March 26, 2019 the ROV presented to the Board a plan for researching vendors with the intent to procure a new voting system following the notice from the California Secretary of State's office that existing voting equipment will be decertified effective August 27, 2019.

Through public demonstrations of two certified vendor solutions and conducting a request for proposal, the ROV has selected the system proposed by Hart InterCivic as the best fit for Solano County. This is also the same system that was overwhelmingly recommended by the public feedback received during our system demonstration on April 16, 2019.

The Hart Voting system provides for a paper-based voting system, with easy usability, portability for our pollworkers, and consistency of the voter experience whether voting on paper or on an accessible voting device. Additionally, the Hart system provides for more transparency into the ballot tabulation process by capturing digital images of every ballot processed. This digital image helps with the ROV operation for audits, and ensuring ballots are tabulated accurately.

The selected voting system and components will provide ROV with a method to continue to operate poll place elections with ballot scanners at each polling place, high-speed scanners for vote-by-mail tabulation, accessible voting devices at each location, integration with our electronic pollbooks, adopting new conditional voter registration methods at all polling places, and is scalable for future needs. The ROV also has reviewed the components selected to ensure that the system would be compatible with a change to the regional vote center model if necessary in the future.

In addition to Solano County, the Hart Voting system will also be used in the following counties in 2020 elections and beyond: Calaveras, Humboldt, Lake, Mendocino, Orange, San Mateo, Nevada, Trinity and Yolo. Hart is a national provider of voting equipment and provides voting equipment to counties in 18 states including California.

If approved, the ROV will be accepting the voting equipment no later than July 1, 2019 which allows for time to train staff, conduct one mock election in August, conduct voter outreach to all seven cities, and be prepared for the March 3, 2020 Primary Election.

FINANCIAL IMPACT:

The combined total of the voting system replacement will be \$2,415,361 as explained below. The majority of these costs are reimbursable by grants from state and federal sources.

	<u>Estimated Cost:</u>	<u>Actual Cost:</u>
Poll place ballot scanner and accessible voting stations.	<u>\$1,403,905</u>	<u>\$1,434,387(1)</u>
Central count tabulators and Election management software.	<u>\$1,168,612</u>	<u>\$853,974(1)</u>
Professional Services and Additional supplies.	<u>\$280,000</u>	<u>\$112,000(2)</u>
Staffing and operational costs (for system implementation only).	<u>\$0</u>	<u>\$15,000(2)</u>
<u>Total Project costs:</u>	<u>\$2,852,517</u>	<u>\$2,415,367</u>
<u>General Fund Expense:</u>		
<u>(after grants applied)</u>	<u>\$838,000</u>	<u>\$602,663</u>

(1) The total contract cost for the first year of the voting equipment is \$2,288,361 which includes costs for the voting equipment, professional services for training, and the first-year maintenance costs. Maintenance costs for each additional year are \$110,441.17.

(2) In purchasing the new system, the ROV will also have additional expenses which are reimbursable through grants for the following: Storage and supplies for voting equipment: \$62,000; Test Materials for the mock election \$25,000; Outreach and education to voters \$25,000; and additional staff time for training \$15,000.

The ROV had previously estimated the net county cost for the new voting equipment would be \$838,000. This amount was added to the ROV FY 19/20 requested budget. After refining the numbers the actual costs for the county will only be \$602,663.01. The ROV will revisit appropriations with the County Administrator's office during mid-year budget review.

ALTERNATIVES:

The Board may choose not to approve this contract, however, that is not recommended. The ROV believes that the voting system from Hart is a good fit for our voters and long-term use by the county. If the contract is not approved, the ROV would have to apply for an extension to use decertified equipment in the 2020 March Primary election; however, the Secretary of State designated a deadline of April 5, 2019 for this request.

OTHER AGENCY INVOLVEMENT:

County Counsel has been involved in the contract review. The Department of General Services facilitated the Request for Proposal process.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County Registrar of Voters Office

Purpose:

Recommendation for purchase of voting system and award contract with Hart InterCivic, Inc.

Presented by:

Tim Flanagan – Registrar of Voters (ROV)

John Gardner – Assistant Registrar of Voters

June 11, 2019



Voting System Selection update:

- ROV required to replace decertified voting equipment before 2020 elections.
 - Released Request for Proposals (RFP) in March.
 - Conducted Public Demonstration of Available Systems.
 - Assembled independent RFP review committee with mandate to make recommendation.
 - Conducted contract negotiations with selected vendor.



ROV recommendation – Hart InterCivic system:

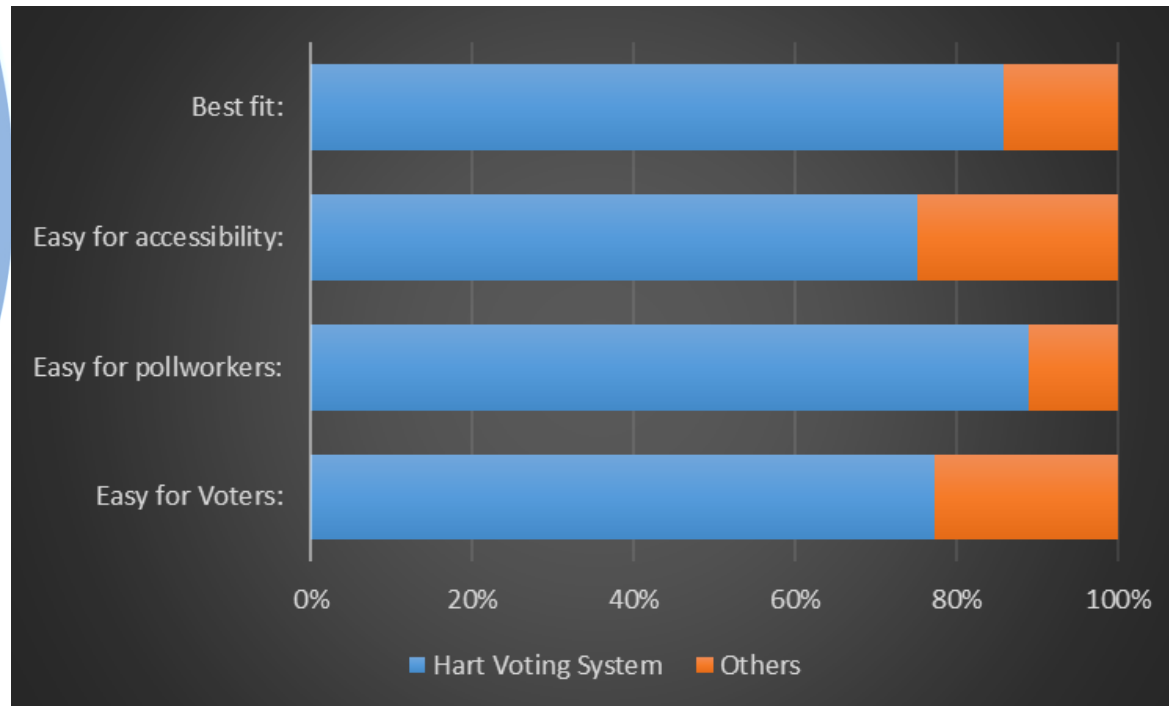
Hart InterCivic determined best-fit for Solano:

- Proposed solution within predicted cost/budget
- Integrations with existing systems will simplify staff training needs
- VBM, Polling Place votes, ADA accessible voting – all have shared voting outcome – full-faced paper ballot
- Data Security meets or exceeds CA State standards
- Provides a portable system that's easy for pollworkers
- System can expand to meet Regional Vote Center model should the County require it in the future



Recommendation explained:

ROV Recommendation – Hart InterCivic system: Public provided feedback during demonstration:



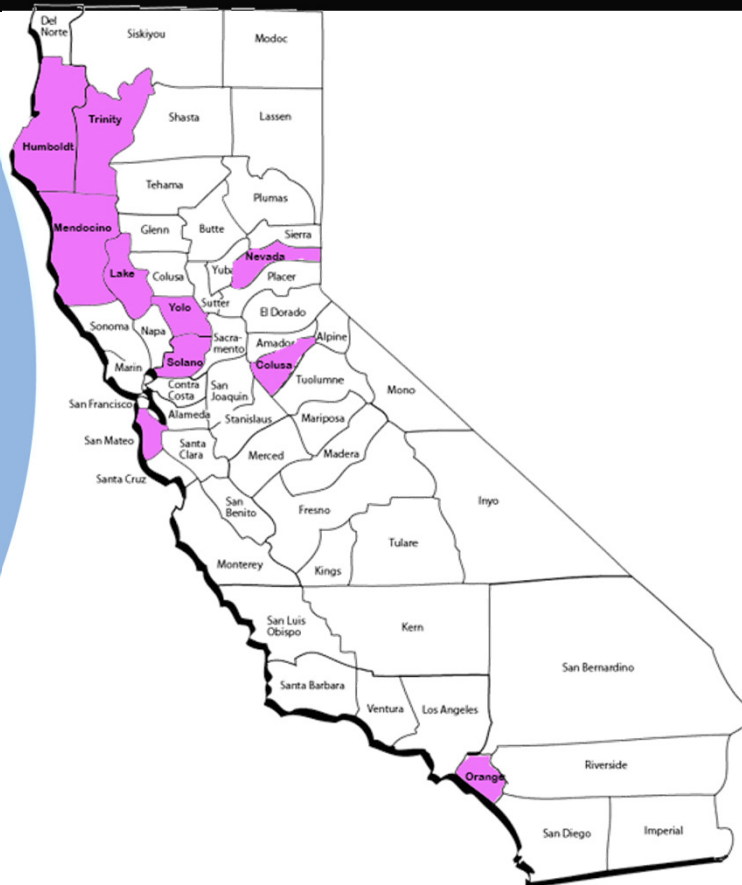
Out of 60 responses received.

June 11 , 2019

Registrar of Voters Presentation on Voting System Purchase



Who else uses the Hart voting system

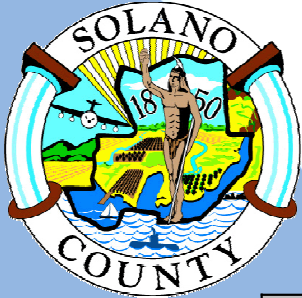


California Counties:

- Calaveras
- Humboldt
- Lake
- Mendocino
- Orange
- San Mateo
- Solano (pend.)
- Nevada
- Trinity
- Yolo

Other States:

- Colorado
- Hawaii
- Idaho
- Illinois
- Indiana
- Kentucky
- Michigan
- Minnesota
- Mississippi
- Ohio
- Oklahoma
- Oregon
- Pennsylvania
- Tennessee
- Texas
- Washington



Next Steps to prepare for 2020 elections

Continuation of plan for new voting equipment:

3/27/2019	Release RFP to vendors
4/16/2019	Conduct public vendor conference
4/24/2019	RFP closes
5/3/2019	End of RFP evaluation period
6/11/2019	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.



Voting system project costs FY19/20:

Category	March estimated cost:	Actual cost:
1) Poll place ballot scanner and accessible voting stations.	\$1,403,905	\$1,434,387
2) Central count tabulators and election management software.	\$1,168,612	\$853,974
3) Professional services and additional supplies	\$280,000	\$112,000
4) Staffing and operational costs (for system implementation only)	\$0	\$15,000
Total Voting System Project Costs:	\$2,852,517	\$2,415,367
General Fund Expense (after grants applied):	\$838,000	\$602,663



Concluding – Board action

Approve ROV recommendation:

- Approve a 5 year contract with Hart InterCivic, Inc. (Hart) to provide replacement voting equipment, support and professional services from June 12, 2019 through June 12, 2024 for an amount not to exceed \$2,288,361.
- Authorize the County Administrator to execute the contract and any necessary contract amendments concerning terms and scope of services not to exceed 10% of the total contract amount.



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 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", "Voting Equipment Purchase Information", "Voter Registration", "Voting By Mail", "Military and Overseas Voters", "Text Alerts", "Candidate Info & Filers", "How to...", "Elected and Appointed Officials", "District Maps and Lookup", "Historic Election Results", "Poll Workers", "November 6th, 2018 - General Election", "Sample Ballot/Polling Place Lookup", "Sample Ballot Pamphlet Opt Out/Opt In", "FAQs", "Complaint Form", and "Contact Us". The right column, titled "Registrar Of Voters", displays the "Registered Voters as of 05/28/2019" (updated weekly) with a breakdown: Democrat: 108,384 | Republican: 50,776 | Other: 78,247 | Total: 237,407. Below this are eight red buttons: "REGISTER TO VOTE", "VERIFY VOTER REGISTRATION", "MILITARY AND OVERSEAS CITIZENS", "CAMPAIGN AND CANDIDATE FINANCE FILINGS", "DISTRICT LOOKUP", "LOOK UP VOTE BY MAIL BALLOT STATUS", "SIGN UP FOR TEXT ALERTS", and "POLL WORKERS". Further down, there are links for "March 03, 2020 - Presidential Primary Election", "Voting Equipment Purchase Information", "Campaign Finance Information", "NEW! Public Access Portal", "Campaign/Candidate Finance Filings", "FPPC Schedule for State and Local Elections", and "Important Information". A Norton Secured logo is visible at the bottom left of the page.



VERITY

MASTER AGREEMENT

This Master Agreement ("**Agreement**" or "**Contract**"), entered into effective as of June 12, 2019 ("**the Effective Date**") by and between Hart InterCivic, Inc., a Texas corporation ("**Hart**" or "**Contractor**") and the Customer set forth below ("**Customer**" or "**County**"), sets forth the terms and conditions pursuant to which Customer may procure from Hart certain hardware ("**Hardware**"), software ("**Software**") licenses and support services ("**Software Support Services**"), warranty services ("**Warranty Services**"), and/or design, engineering, software development, project management, operational training, election event support, and/or other services ("**Professional Services**"), from time to time. Hardware and Software may be referred to as "**Products**" and Warranty Services, Software Support Services and/or Professional Services may be referred to as "**Services**." Products may be "**Hart Hardware**," and "**Hart Proprietary Software**," (i.e. "**Hart Products**") or "**Third Party Hardware**" and "**Sublicensed Software**" (i.e. "**Third Party Products**"). The foregoing may be referred to together as the "**Verity system**."

Hart agrees to sell or provide to Customer Products and Services according to this Agreement, which includes all Schedules, Attachments and Exhibits. Customer agrees to all terms and conditions of this Agreement. Pricing and other material terms of Customer's initial commitment are as set forth in the Schedule A or Customer Signed Quote attached hereto as **Exhibit A**. This Agreement and Hart's quotations issued hereunder together comprise the complete and exclusive Agreement for the sale of the Products and the provision of the Services. No other terms and conditions sent by Customer shall apply, including any terms or conditions contained in any purchase order, request for quote (RFQ), request for proposal (RFP), communication or other operational form that is in addition to or different than the terms and conditions of this Agreement. Any of Customer's terms and conditions that are different from or in addition to those contained herein are hereby objected to and shall be of no effect unless specifically agreed to in writing by an officer of Hart. Customer acknowledges it has read and understands this Agreement (including all Schedules, Attachments and Exhibits) and is entering into this Agreement only on the basis of the terms set forth in this Agreement (including all Schedules, Attachments and Exhibits).

Agreed and Accepted:

Customer

Jurisdiction: County of Solano

Name: Registrar of Voters

Address: 675 Texas St.

Suite 2600

Fairfield, CA 94533

Phone: 707-784-6675

Facsimile: 707-784-6678

E-mail: elections@solanocounty.com

Executed By: _____

Name: Birgitta Corsello

Title: County Administrator

Hart

Hart InterCivic, Inc.

15500 Wells Port Drive

Austin, Texas 78728

Attn.: Phillip W. Braithwaite, CEO

800-223-4278

800-831-1485

pbraithwaite@hartic.com



Phillip W. Braithwaite
CEO

This Agreement is not effective until executed by both parties.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

1. ORDERING

Customer may request quotations for Products or Services from time to time. The existence of this Agreement does not obligate Customer to request a quotation or purchase any Products or Services from Hart. Any Customer request for quotation must include the following information: (i) description of requested Product or Services; (ii) unit quantity and/or desired term; (iii) Hart's part number and/or vendor part number, if applicable; (iv) current unit price as provided by Hart, if applicable; (v) correct shipping address, if applicable; and (vi) any other order information required by Hart. Each request for quotation shall identify the address of the shipping destination, if applicable. Customer may only make a request for quotation via facsimile and other Hart approved electronic ordering methods, including email. All quotations are valid for only 30 days unless specifically stated on the front of the quotation. If the quotation is signed by Customer within thirty (30) days, Hart will provide notice of its acceptance via countersignature within fifteen (15) days of the date on which it receives Customer's signature on the Hart quotation. Failure to provide such written acceptance shall be deemed Hart's rejection of the order. Hart reserves the right to accept or reject any order initiated by Customer in Hart's discretion. Only signed quotations will obligate the parties to the terms of such quotations and this Agreement with respect to the applicable Products and/or Services. Each accepted quotation shall be subject to the terms and conditions of this Agreement.

2. PRICING

- 2.1. **Products.** Prices for Products shall be specified by Hart in the relevant quotation or proposal and are subject to change without notice, including Prices for backordered Products, however, Prices in quotations or other agreements signed by both Parties are not subject to change. All prices are exclusive of shipping and packing costs, and insurance.
- 2.2. **Annual License and Support Fee.** The "Annual Fee" is the combined fee for licensing (in the case of Hart Proprietary Software), sublicensing (in the case of Sublicensed Software, if any), and support (a "License and Support Subscription"). Pricing for the initial Annual Fee is the amount specified as the "Initial Annual Fee" on **Exhibit A**. Pricing for subsequently ordered License and Support Subscriptions shall be specified on the applicable quotation, and unless otherwise specified, shall be pro-rated so as to be co-terminus with the initially-ordered License and Support Subscriptions. Hart may adjust the amount of the Annual Fee for renewal License and Support Subscription terms by notifying Customer of any price changes with the invoice in which the adjustment is made. Unless adjusted by Hart, each renewal Annual Fee will be the same as the Annual Fee for the renewing License and Support Subscription.
- 2.3. **Other Services.** Pricing for other Services shall be set forth in the applicable quotation, or if not specified, at Hart's then-current hourly rates.
- 2.4. **Additional Charges.** Additional charges may apply to Services e.g., travel, communication and other expenses. There will be an additional charge at Hart's current technician's rate per hour for any technical work required as a result of other than Hart-recommended equipment purchased by the Customer for use with the Products. Any other additional charges must be mutually agreed to by Hart and Customer and documented in an amendment to this Agreement.
- 2.5. **Taxes.** All prices are exclusive of applicable taxes. All taxes shall be payable by Customer, unless Customer presents Hart with a proper certificate of exemption from such tax. If Customer challenges the applicability of any such tax, Customer shall pay the tax and may thereafter seek a refund. In the event Hart is required to pay any tax at time of sale or thereafter, Customer shall promptly reimburse Hart therefore.

3. PAYMENT

- 3.1. **Products.** Except as otherwise provided in Hart's quotation, amounts due for Products shall be billed upon shipment and shall be paid in full within thirty (30) days after delivery.
- 3.2. **Annual Fee.** The Annual Fee for the initial License and Support Subscription is due upon execution of this Agreement and annually thereafter before expiration thereof. Annual Fees for subsequently ordered License and Support Subscriptions, if any, shall be due upon acceptance of order and unless specified on the applicable quotation, the corresponding Annual Fees for renewals thereof shall be due annually with the renewal of the initially-ordered License and Support Subscription (i.e. shall be pro-rated and become co-terminus). If Customer fails to timely pay an Annual Fee, all Software licenses and Software Support Services will automatically terminate.
- 3.3. **Other Services.** Amounts due for other Services shall be billed upon the earlier to occur of one or more of the following: first election in which the Professional Services are used; receipt of Services acceptance; not later than sixty (60) days after the date of Customer's first election in which any portion of the Hardware and/or Software is used, and shall be due within thirty (30) days of receipt of invoice.

- 3.4. **Payment Mechanics.** Customer will pay all amounts due under this Agreement in U.S. Dollars. All payments are to be made to Hart at its principal office in Austin, Texas, as set forth on the signature page or to such other location as may be designated by Hart in a notice to Customer. Hart reserves the right to require C.O.D. payment, a letter of credit, or other security for payment if it determines that such terms are required to assure payment. Customer shall promptly notify Hart in writing of any change to Customer's name, address, or billing information.
- 3.5. **Billing Disputes.** If any dispute exists between the parties concerning the amount due or due date of any payment, Customer shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Customer or Hart of any of their respective legal rights and remedies against each other. Customer has no right of set-off.

4. HARDWARE SPECIFIC TERMS

- 4.1. **Delivery.** Hart will provide estimated shipment dates upon acceptance of Customer's signed quotation. Shipment dates on Hart quotations are approximate only and Hart will not be subject to liability for late or delayed shipment unless shipment has been delayed more than three months from the estimated shipment date. In the event Customer is unable to receive the Hardware Products at the time of delivery Hart, at its sole option and convenience, may deliver such products to storage at any suitable location including Hart's facilities. All costs incurred by Hart for the transportation, storage, and insurance of such Hardware Products shall be borne by Customer.
- 4.2. **Hart Voting System Equipment Pick-Up.** If Customer has legacy Hart Voting System (HVS) equipment, Hart will pick up and salvage all HVS voting devices, computers, and peripherals at no cost to Customer. Customer may retain databases and reports stored on such equipment solely to comply with record retention policies. Customer may retain minimal necessary computers and copies of legacy software for access to records retention databases. Customer agrees to remove all HVS software from all retained computers at the close of the records retention period. Upon request, Customer will provide Hart with written certification that such software has been deleted.
- 4.3. **Acceptance.** Customer shall examine all Hardware Products promptly upon receipt thereof. Within ten (10) business days of such receipt, Customer shall notify Hart in writing of any manner in which Customer claims that the Hardware Products fail to conform to their applicable specification, or as to any claimed shortages, or shipments errors. If no written notification is received by Hart within such period, the Hardware Products delivered hereunder shall be deemed accepted by Customer ("**Hardware Acceptance**"). Hardware Product will be deemed conforming if it meets Hart's published specification for such Product, and any specifications identified on the applicable quotation. Upon Customer's Acceptance, any defects in material or workmanship shall be addressed pursuant to the warranty in Section 9 below.
- 4.4. **Installation.** A Hart representative may install the Hardware Products at the Customer's site on a mutually agreed upon date during Hart's normal working hours, within ten (10) business days of delivery, or as soon as is practicable for both parties. Billing will occur on the date the Hardware is shipped to the Customer's site, per Section 3.1 If additional labor and rigging or Customer-specified customization is required for installation due to Customer's special site requirements, Customer will pay those costs including costs to meet union or local law requirements.
- 4.5. **Title and Transportation.** Hardware Products are shipped Ex Works (Incoterms 2010) from Hart's designated shipping point. Title transfer and transfer of risk of loss or damage shall be deemed to occur upon Hart making such Hardware Products available to the carrier at Hart's designated shipping point. Hart reserves the right to select the method and routing of transportation and the right to make delivery in installments unless otherwise specified at the time of quotation acceptance by Hart but in no event will the carrier be deemed the agent of Hart. Notwithstanding the foregoing, if customer chooses a financing option offered by Hart, then title to hardware will pass to Customer according to the terms of the finance agreement.
- 4.6. **Rescheduling and Cancellation.** Except in the event of unreasonable delays beyond the quoted delivery dates or an uncured default of a material term of this Agreement by Hart, Customer shall not have the right to change, cancel, or reschedule an accepted quotation in whole or in part without the prior consent of Hart. In the event Customer requests a rescheduling of any Hardware Product and such request is accepted by Hart, Customer agrees to promptly pay Hart's standard reschedule charge. Hart may not cancel a quotation after it has accepted Customer's signed submission thereof. Customer may not cancel an order after submission to Hart of a signed quotation. Any cancellations following such times will be at the non-cancelling party's sole discretion and upon terms dictated by the non-cancelling party.

5. SOFTWARE SPECIFIC TERMS

- 5.1. **License.** Subject to the terms and conditions of this Agreement and for so long as Customer has a current License and Support Subscription in effect, Hart grants to Customer (i) a personal, nonexclusive, nontransferable, and limited license to use the Hart Proprietary Software (which includes Firmware, meaning the Hart Proprietary Software embedded in any Verity system device that allows execution of the software functions) and (ii) a personal, nonexclusive, nontransferable, and limited sublicense to use the Sublicensed Software, if applicable. With this right to use, Hart will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer's internal data processing requirements as part of the Verity system. The Software may be used only at the Licensed Location specified as the jurisdiction on the signature page of this Agreement and only on the hardware or other computer systems authorized by Hart in writing. Customer's use of the

Software will be limited to the number of licenses specified in the applicable quotation. Only Customer and its authorized employees, agents or contractors may use or access the Software. For applicable components, Voters are also authorized to interact with the Software, in a manner consistent with user instructions, for the sole purpose of producing a Cast Vote Record during the course of an election. To the extent Hart Proprietary Software contains embedded third party software, third party licenses may apply. More information concerning embedded third party software can be found in the application's "Help->About" and is available upon written request. Such embedded third party software is distinguished from "Sublicensed Software" which is stand-alone software not part of Hart Proprietary Software that may be included under this Agreement. See **Exhibit D** for a listing of Hart Proprietary Software and Sublicensed Software.

5.2. **Records and Audit**. Customer shall keep clear, complete and accurate books of account and records with respect to the usage of Software and access to the Software licensed hereunder, including without limitation with respect to access thereto. Licensee shall retain such books and records for a period of five (5) years from the date of cessation of any such usage, notwithstanding any expiration or termination of this Agreement. Customer agrees that during the term of this Agreement and such period, Hart, the licensors of any Sublicensed Software, and their representatives may periodically inspect, conduct, and/or direct an independent accounting firm to conduct an audit, at mutually agreed-upon times during normal business hours, of the computer site, computer systems, and appropriate records of Customer to verify Customer's compliance with the terms of the licenses and sublicenses granted to Customer. If any such examination discloses unauthorized usage, then Customer, in addition to paying such payment then due and without limiting Hart's remedies, shall pay the reasonable fees for the audit.

5.3. **Restrictions**

5.3.1. The Hart Hardware and Hart Proprietary Software are designed to be used only with each other and/or the agreed-upon Sublicensed Software (if any) and Third Party Hardware. To protect the integrity and security of the Verity system, Customer shall comply with the following practices and shall not deviate from them without the express written consent of Hart: (i) Customer shall use the Software and Hardware only in connection with the Verity system, and Customer may only use Hart branded or approved peripherals and consumables with the Verity system.; (ii) Customer shall not install or use other software on or with the Hardware or Software or network the Hardware or Software with any other hardware, software, equipment, or computer systems; and (iii) Customer shall not modify the Hardware or Software. If Customer does not comply with any provisions of this Section 5.3, then (i) the Limited Warranties under Section 9 and the licenses and sublicenses granted under Section 5.1 will automatically terminate; (ii) Hart may terminate its obligation to provide Software Support Services under Section 8; (iii) Hart will have no further installation obligations. Furthermore, if Customer uses the Software and Hardware in combination with other software and equipment (other software or equipment being those not provided by Hart or its designees), and the combination infringes Hart proprietary patent claims outside the scope of the software license granted to Customer under Section 5.1, Hart reserves its rights to enforce its patents with respect to those claims.

5.3.2. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software. Customer shall not use any Software for application development, modification, or customization purposes, except through Hart.

5.3.3. Customer shall not assign, transfer, sublicense, time-share, or rent the Software or use it for facility management or as a service bureau serving others outside of the jurisdiction. This restriction does not preclude or restrict Customer from contracting for election services for other local governments located within Customer's jurisdictional boundaries. Customer shall not modify, copy, or duplicate the Software. All use of software and hardware on which the software resides shall take place and be for activities within Customer's jurisdictional boundaries, except for in cases of joint elections conducted cooperatively with neighboring jurisdictions. All copies of the Software, in whole or in part, must contain all of Hart's or the third-party licensor's titles, trademarks, copyright notices, and other restrictive and proprietary notices and legends (including government-restricted rights) as they appear on the copies of the Software provided to Customer. Customer shall notify Hart of the following: (i) the location of all Software and all copies thereof and (ii) any circumstances known to Customer regarding any unauthorized possession or use of the Software.

5.3.4. Customer shall not publish any results of benchmark tests run on any Software.

5.3.5. The Software is not developed or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous applications. Customer shall not use the Software in any inherently dangerous application and agrees that Hart and any third-party licensor will not be liable for any claims or damages arising from such use.

6. DOCUMENTATION

Hart will provide Customer with one (1) electronic copy of the standard user-level documentation and operator's manuals and where applicable, environmental specifications for the Product installed at the Customer's location before the first election for which the Product will be used, following installation.

7. PROPRIETARY RIGHTS

7.1. **Reservation of Rights.** Customer acknowledges and agrees that the design of the Products, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, code, updates, trade secrets and material are the property of Hart and its licensors. Customer agrees that the sale of the Hardware and license of the Software does not, other than as expressly set forth herein, grant to or vest in Customer any right, title, or interest in such proprietary property. All patents, trademarks, copyrights, trade secrets, and other intellectual property rights, whether now owned or acquired by Hart with respect to the Products, are the sole and absolute property of Hart and its licensors. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Product(s), or copy, reproduce, modify, sell, license, or otherwise transfer any rights in any proprietary property of Hart. Further Customer shall not remove any trademark, copyright, or other proprietary or restrictive notices contained on any Hart user documentation, operator's manuals, and environmental specifications, and all copies will contain such notices as are on the original electronic media. Intellectual Properties. All ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, firmware, equipment architecture, software, improvements, code, updates, and trade secrets developed by Hart personnel (alone or jointly with others, including Customer) in connection with Confidential Information, Verity system, and Hart Proprietary Software will be the exclusive property of Hart.

7.2. **Customer Suggestions and Recommendations.** Customer may propose, suggest, or recommend changes to the Products at any time. Such proposals, suggestions, or recommendations will become Hart's property and are hereby assigned to Hart. Hart may include any such proposals, suggestions, or recommendations, solely at Hart's option, in subsequent periodic Product updates, without restriction or obligation. Hart is under no obligation to change, alter, or otherwise revise the Products according to Customer's proposals, suggestions, or recommendations.

7.3. **License Back** If Customer possesses or comes to possess a licensable or sub-licensable interest in any issued patent with claims that read upon the Verity system, its method of operation, or any component thereof, Customer hereby grants and promises to grant a perpetual, irrevocable, royalty-free, paid-up license, with right to sublicense, of such interest to Hart permitting Hart to make, have made, use, and sell materials or services within the scope of the patent claims.

8. SOFTWARE SUPPORT SERVICES

8.1. **Description of Software Support Services.** Subject to the terms and conditions of this Agreement and for so long as Customer has the requisite number of License and Support Subscriptions in effect, Hart will provide Customer the Software Support Services described below. Software Support Services under this Section do not cover any of the exclusions from warranty and support coverage as described under Section 9. If Hart, in its discretion, provides Software Support Services in addition to the services described under this Section, Customer will pay Hart for such services on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices, unless otherwise agreed in writing by Hart and Customer.

8.1.1. **Software Support Services.** Software Support Services will consist of assisting the Customer in the use of software for purposes of election administration, including functions related to pre-election and post-election testing and general operation of the Verity system, and the Additional Support described in Exhibit E. Assistance is available via phone and email through the Hart Customer Support Center. See **Exhibit B** for Hart Customer Support contact information and hours.

Software Support Services may consist of periodic updates to Hart Proprietary Software, at Hart's discretion. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Software errors or defects must be reported in writing and be accompanied with sufficient detail to enable Hart staff to reproduce the error and provide a remedy or suitable corrective action. The exclusions from warranty coverage under Section 9.5 also are exclusions from Software Support Services under this Section. There may be consumable, shipping and on-site service charges for update releases of software and there may be feature charges for update or enhancement releases of software.

9. WARRANTY AND EXTENDED WARRANTY

9.1. **Certification.** Where applicable, Verity system components that require certification will meet the certification requirements in place on the effective date of the Master Agreement.

9.2. **Hart Hardware Limited Warranty.** Hart warrants that during the warranty period, the Hart Hardware purchased by Customer will be free from defects in materials and workmanship and will substantially conform to the performance specifications stated in the Verity Operator's Manuals for the Hart Hardware applicable at the time of the installation of the Hardware and the applicable requirements stated in Exhibit E. The warranty period for new Hart Hardware (other than Consumables) is one (1) year, beginning

ten (10) days after the shipping date. The warranty period for used and/or refurbished hardware is ninety (90) days, beginning ten (10) days after the shipping date. Consumables are warranted only to be free from manufacturing defects for a period ninety (90) days, beginning ten (10) days after the shipping date. Hart will, at Hart's sole discretion, replace or repair any Hart Hardware that does not comply with this warranty, at no additional charge to Customer. To request warranty service, Customer must contact Hart in writing within the warranty period. Hart may elect to conduct any repairs at Customer's site, Hart's facility, or any other location specified by Hart. Any replacement Hart Hardware provided to Customer under this warranty may be new or reconditioned. Hart may use new and reconditioned parts in performing warranty repairs and building replacement products. If Hart repairs or replaces Hart Hardware, its warranty period is not extended and will terminate upon the end of the warranty period of the replaced or repaired Hart Hardware. Hart owns all replaced Hart Hardware and all parts removed from repaired products. Customer acknowledges and agrees that this warranty is contingent upon and subject to Customer's proper use of the Verity system and the Exclusions from Warranty and Software Support Services set forth in Section 9.5. This warranty does not cover any Hart Hardware that has had the original identification marks and/or numbers removed or altered in any manner. This warranty does not include any type of routine maintenance service or preventative maintenance service. This Hardware Limited Warranty may be extended after the initial period under separate Extended Hardware Warranty agreements, subject to the order process contemplated by Section 1. Extended warranties exclude consumable items, including all types of batteries, vDrives and paper ("Consumables"). Renewal of the annual License and Support Subscription does not, in itself, extend the Hardware Limited Warranty. The remedies set forth in this Section are the full extent of Customer's remedies and Hart's obligations regarding this warranty. If the Hart Hardware is required to be reconfigured, modified, or otherwise changed after its sale to and installation at the Customer's location due to the Customer's or a local, state, or federal government certification change(s) or due to any statutory changes or new requirements, Hart will determine the feasibility and cost of the required changes and advise the Customer of the total amount due for those Hart Hardware changes. Upon written approval to move forward with the changes and receipt from the Customer of the stated fees, Hart will complete the required changes to the Customer's Hart Hardware. THIS LIMITED WARRANTY DOES NOT APPLY TO ANY THIRD PARTY HARDWARE.

- 9.3. **Hart Proprietary Software Limited Warranty.** Hart warrants that beginning ten (10) days after the shipping of the Hart Proprietary Software and for so long as Customer has the requisite number of License and Support Subscriptions in effect, the Hart Proprietary Software will perform substantially according to the then-current functional specifications described in the applicable software Operators' Manuals accompanying such Hart Proprietary Software and the applicable requirements stated in Exhibit E. To request warranty service, Customer must contact Hart in writing within the warranty period. Failure to conform to the warranty must be reported in writing and be accompanied with sufficient detail to enable Hart to reproduce the error and provide a remedy or suitable corrective action (a solution that will allow the software to function appropriately). Hart will make commercially reasonable efforts to remedy or provide a suitable workaround for defects, errors, or malfunctions covered by this warranty that have a significant adverse effect upon operation of the Hart Proprietary Software. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Customer acknowledges and agrees that this warranty is contingent upon and subject to Customer's proper use of the Verity system and the Exclusions from Warranty and Support Coverage set forth in Section 9.5. The remedies set forth in this Section 9.3 are the full extent of Customer's remedies and Hart's obligations regarding this warranty. THIS LIMITED WARRANTY DOES NOT APPLY TO ANY SUBLICENSED SOFTWARE.
- 9.4. **Professional Services Warranty.** Hart represents and warrants that any Professional Services shall be performed in a professional and workmanlike manner.
- 9.5. **Exclusions from Warranty and Software Support Services.** The warranties under this Section and Software Support under Section 8 do not cover defects, errors, or malfunctions that are caused by any external causes, including, but not limited to, any of the following: (a) Customer's failure to follow operational, support, or storage instructions as set forth in applicable documentation; (b) the use of incompatible media, supplies, parts, or components; (c) modification or alteration of the Verity system, or its components, by Customer or third parties not authorized by Hart; (d) use of equipment or software not supplied or authorized by Hart; (e) external factors (including, without limitation, power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (f) failure to maintain proper site specifications and environmental conditions; (g) negligence, accidents, abuse, neglect, misuse, or tampering; (h) improper or abnormal use or use under abnormal conditions; (i) use in a manner not authorized by this Agreement or use inconsistent with Hart's specifications and instructions; (j) use of software on Equipment that is not in good operating condition; (k) acts of Customer, its agents, servants, employees, or any third party; (l) servicing or support not authorized by Hart; (m) Force Majeure; or (n) Consumables, unless expressly set forth in Section 9.2. In any case where Hart Proprietary Software interfaces with third party software, including but not limited to, the Customer's voter registration system, non-Hart election management system, early voting validation system, non-Hart election systems, absentee envelope management systems, or other like systems, Hart will not be responsible for proper operation of any Software that interfaces with the third party software should such third party software be updated, replaced, modified, or altered in any way. Hart will also not be responsible for the proper operation of any Software running on Customer's computer equipment, should Customer install a new computer operating system on said equipment without advising Hart of such changes and receiving Hart's written approval. Hart will not be responsible for the proper operation of any Software should it be configured or operated in any manner contrary than that described herein. Professional Services and associated costs may be required in those situations where the Customer requests Hart's review and approval of any system changes outside the original system specifications at the time of the original acceptance date of this Agreement. Hart reserves the right to charge for repairs on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices caused by these exclusions from warranty and support coverage.

- 9.6. **Third Party Hardware and Sublicensed Software Excluded.** HART MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THIRD PARTY HARDWARE AND SUBLICENSED SOFTWARE, IF ANY, PROVIDED BY HART TO CUSTOMER, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSED TO CUSTOMER "AS IS," OTHER THAN AS MAY BE PROVIDED IN ANY PASS-THROUGH WARRANTY DESCRIBED BELOW. HART HAS NO RESPONSIBILITY OR LIABILITY FOR THIRD PARTY HARDWARE AND SUBLICENSED SOFTWARE, IF ANY, PROVIDED BY HART'S DISTRIBUTORS OR OTHER THIRD PARTIES TO CUSTOMER. If Hart sells, licenses, or sublicenses any Third Party Hardware or Sublicensed Software to Customer, Hart will pass through to Customer, on a nonexclusive basis and without recourse to Hart, any third-party manufacturer's warranties covering the equipment or software, but only to the extent, if any, permitted by the third-party manufacturer. Customer agrees to look solely to the warranties and remedies, if any, provided by the manufacturer or third-party licensor. For a list of Third Party Hardware, see Exhibit A. For a list of Sublicensed Software, see Exhibit D or the applicable order. The disclaimers in this Section 9.6 are not intended to apply to embedded third party software integrated within the Hart Proprietary Software, contemplated by Section 5.1.
- 9.7. **Limited Remedies.** HART'S SOLE RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN PRODUCTS AND SERVICES IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN, AND TO THE EXTENT SET FORTH IN, THIS WARRANTY TERMS SECTION.

10. PROFESSIONAL SERVICES

- 10.1. **Professional Services.** Subject to the terms and conditions of this Agreement, Hart will provide Customer (i) operational training and on-site support at the first election in which the Products are used, and (ii) the Professional Services described in each Hart-accepted, Customer-signed quotation. Professional Service days cannot be exchanged for Product fees, Annual Fees, or fees for other Services. If the Professional Services in an applicable quotation are not used prior to 60 days after the date of the Customer's first election in which any portion of the Product is used, Hart's Professional Services obligations shall expire and unused days will be billed to the Customer without recovery of amounts paid in advance for Professional Services.

11. REPRESENTATIONS AND WARRANTIES

- 11.1. **Due Organization.** Each party represents that it is duly organized, validly existing, and in good standing in the jurisdiction of its organization, and that it has the requisite power and authority to execute and deliver this Agreement and to carry out the transactions contemplated by this Agreement.
- 11.2. **Conflicting Agreements.** Each party represents and warrants that it has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude it from complying with the provisions hereof.

12. CUSTOMER RESPONSIBILITIES

- 12.1. **Independent Determination.** Customer acknowledges it has independently determined that the Products purchased under this Agreement meet its requirements
- 12.2. **Cooperation.** Customer agrees to cooperate with Hart and promptly perform Customer's responsibilities hereunder. Customer will (a) provide adequate working and storage space for use by Hart personnel near the applicable Hardware; (b) provide Hart full access to the Hardware and Software and sufficient computer time, subject to Customer's security rules; (c) follow Hart's procedures for placing hardware warranty or software support service requests and determining if warranty remedial service is required; (d) follow Hart's instructions for obtaining hardware and software support and warranty services; (e) provide a memory dump and additional data in machine-readable form if requested; (f) reproduce suspected errors or malfunctions in Software; (g) provide timely access to key Customer personnel and timely respond to Hart's questions; and (h) otherwise cooperate with Hart in its performance under this Agreement.
- 12.3. **Site Preparation.** Customer shall prepare and maintain the installation site in accordance with instructions provided by Hart. Customer is responsible for environmental requirements, electrical interconnections, and modifications to facilities for proper installation, in accordance with Hart's specifications. Any delays in preparation of the installation site will correspondingly extend Hart's delivery and installation deadlines.
- 12.4. **Site Maintenance; Proper Storage.** Customer shall maintain the appropriate operating environment, in accordance with Hart's specifications, for the Products and all communications equipment, telephone lines, electric lines, cabling, modems, air conditioning, and all other equipment and utilities necessary for the Products to operate properly. Customer shall properly store the Products when not in use.
- 12.5. **Use.** Customer is exclusively responsible for supervising, managing, and controlling its use of the Products, including, but not limited to, establishing operating procedures and audit controls, supervising its employees, making timely data backups, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Customer will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Products and that the Hardware and Software are used in accordance with applicable

manuals, instructions, and specifications. Customer shall comply with all applicable laws, rules, and regulations with respect to its use of the Products.

- 12.6. **Backups.** Customer is solely responsible for timely data backups, and Customer will maintain backup data necessary to replace critical Customer data in the event of loss or damage to data from any cause. Hart is not liable for data loss.

13. TERM AND TERMINATION

13.1. Term.

- 13.1.1. *Of Agreement.* Unless earlier terminated as set forth herein, the initial term of this Agreement is one (1) year.
- 13.1.2. *Of License and Support Subscription.* Unless earlier terminated as set forth herein, the initial term of the License and Support Subscriptions is one (1) year. Unless otherwise provided in the applicable quotation subsequently ordered License and Support Subscriptions shall be pro-rated so as to be co-terminus with the initially ordered License and Support Subscriptions.
- 13.1.3. *Of Hardware Warranty.* Unless earlier terminated as set forth herein, the initial term of new Hardware Warranties is one (1) year.

13.2. Renewals.

- 13.2.1. *Of Agreement.* This Agreement shall automatically renew for successive periods of one (1) year following the initial term unless one party notifies the other of its intent not to renew not less than ninety (90) days prior to the end of the then-current term.
- 13.2.2. *Of License and Support Subscriptions.* Except as otherwise provided in this Agreement, Customer must renew License and Support Subscriptions before their expiration by paying the Annual Fee invoiced by Hart, as provided in Section 2.2, before the anniversary date immediately following the date of invoice. Each renewal License and Support Subscriptions term will be a one (1) year, commencing on the expiration of the prior term and expiring on the immediately following anniversary date.
- 13.2.3. *Hardware Warranties.* Hardware warranties may be extended through a separate Extended Hardware Warranty, ordered in accordance with Section 1. Renewal of this Master Agreement and the License and Support Subscription do not, in themselves, extend hardware warranties.

13.3. Termination.

- 13.3.1. *By Hart.* This Agreement and/or all then-current License and Support Subscriptions and Professional Services orders shall automatically terminate or expire as set forth herein and may be terminated by Hart if Customer is in breach of a term hereof and fails to cure such breach within thirty (30) days after written notice of such breach has been given.
- 13.3.2. *By Customer.* Customer may terminate this Agreement, a Product order, or a License and Support Subscriptions and Professional Services orders issued hereunder if Hart is in breach of a term hereof or thereof, as applicable, and fails to cure such breach within thirty (30) days after written notice of such breach has been given.
- 13.4. **Effect of Expiration and Termination.** Any termination under Section 13.3.1 shall operate to terminate this Agreement and any then current License and Support Subscriptions and Professional Services orders. Any termination under Section 13.3.2 of a License and Support Subscription or Professional Services order shall operate only upon such subscription or order, and shall have no effect on this Agreement or other subscriptions or orders then in effect. Sections 3, 5.2-5.4, 7, 9.5-9.7, 12, 13.4, and 14-18 shall survive any termination or expiration of this Agreement or the applicable License and Support Subscription and/or Professional Services order. All other rights and obligations shall be of no further force or effect.

14. CONFIDENTIALITY

- 14.1. **Definition.** "Confidential Information" means any information related to Hart's business or the Verity system, including but not limited to technical data, trade secrets, know-how, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information. Confidential Information includes, without limitation, all Software, the Documentation and support materials, and the terms and conditions of this Agreement.
- 14.2. **Non-Use and Non-Disclosure.** Customer will keep in confidence and protect Confidential Information (electronic or hard copy) from disclosure to third parties and restrict its use to uses expressly permitted under this Agreement. Customer shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the Hardware and Software and the other Confidential Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Customer shall keep the Software and all tapes, diskettes, CDs, and other physical embodiments of them, and all copies thereof, at a secure location and limit access to those employees who must have access to enable Customer to use the

Software. Customer acknowledges that unauthorized disclosure of Confidential Information may cause substantial economic loss to Hart or its suppliers and licensors.

- 14.3. **Return of Confidential Information.** Upon termination or expiration of this Agreement or, if earlier, upon termination of Customer's permitted access to or possession of Confidential Information, Customer shall return to Hart all copies of the Confidential Information in Customer's possession (including Confidential Information incorporated in software or writings, electronic and hard copies). Upon termination of Customer's license or sublicense of Software, Customer shall immediately discontinue all use of the Software and return to Hart or destroy at Hart's option, the Software, including Firmware (and all related Documentation (electronic and hard copy)) and all archival, backup, and other copies of Software, Firmware and Documentation, and provide certification to Hart of such return or destruction. Return or destruction may include hard drives and/or component flash drive devices.
- 14.4. **Customer Employees, Agents and Contractors.** Customer will inform its employees and other agents and contractors of their obligations under this Section 14 and shall be fully responsible for any breach thereof by such personnel.

15. INDEMNIFICATION

- 15.1. **Indemnity.** Hart, at its own expense, will defend Customer against any claim that the Hart Hardware or Hart Proprietary Software infringes an issued United States patent, registered United States copyright, or misappropriates trade secrets protected under United States law, and shall indemnify Customer against and pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided Customer (a) gives Hart prompt written notice of such claims; (b) permits Hart to control the defense and settlement of the claims; and (c) provides all reasonable assistance to Hart in defending or settling the claims.
- 15.2. **Remedies.** As to Hart Hardware or Hart Proprietary Software that is subject to a claim of infringement or misappropriation, Hart may (a) obtain the right of continued use of the Hart Hardware or Hart Proprietary Software for Customer or (b) replace or modify the Hart Hardware or Hart Proprietary Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of Hart, any applicable Software license and its charges will end, Customer will cease using the applicable Hart Hardware and Hart Proprietary Software, Customer will return to Hart all applicable Hart Hardware and return or destroy all copies of the applicable Hart Proprietary Software, and Customer will certify in writing to Hart that such return or destruction has been completed. Upon return or Hart's receipt of certification of destruction, Hart will give Customer a credit for the price paid to Hart for the returned or destroyed Hart Hardware and Hart Proprietary Software, less a reasonable offset for use and obsolescence.
- 15.3. **Exclusions.** Hart will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by an affiliate of Customer; (b) results from Customer's design or alteration of any Hardware or Software; (c) results from use of any Hart Hardware or Hart Proprietary Software in combination with any non-Hart product, except to the extent, if any, that such use in combination is restricted to the Verity system designed by Hart; (d) relates to Sublicensed Software or Third Party Hardware alone; or (e) arises from Customer-specified customization work undertaken by Hart or its designees in response to changes in Hart Proprietary Software or Sublicensed Software that are made in response to Customer specifications.
- 15.4. **EXCLUSIVE REMEDIES.** THIS SECTION 15 STATES THE ENTIRE LIABILITY OF HART AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

16. DISCLAIMERS AND LIMITATIONS OF LIABILITY

- 16.1. **Disclaimer of Warranty.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES APPLICABLE TO THE PRODUCT(S) AND/OR SERVICES SET FORTH IN SECTION 9, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE UNDER THIS AGREEMENT, AND (B) HART DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NONINFRINGEMENT FOR ALL HARDWARE, SOFTWARE, AND SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACKUP OF ALL CUSTOMER DATA. UNDER NO CIRCUMSTANCES WILL HART BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO CUSTOMER DATA THE EXPRESS LIMITED WARRANTIES REFERENCED ABOVE EXTEND SOLELY TO CUSTOMER AND DO NOT INCLUDE ANY TYPE OF ROUTINE MAINTENANCE SERVICE OR PREVENTATIVE MAINTENANCE SERVICE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY.
- 16.2. **Limitations of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HART WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR LOST DATA SUSTAINED OR INCURRED IN CONNECTION WITH THE HARDWARE, SOFTWARE, SERVICES, OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IN ADDITION, HART'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES ARISING OUT OF OR RELATING TO THE HARDWARE, SOFTWARE, SERVICES, AND THIS AGREEMENT WILL IN NO EVENT

EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO HART UNDER THIS AGREEMENT UNDER THE ORDER FOR THE HARDWARE, SOFTWARE OR SERVICE GIVING RISE TO THE APPLICABLE CLAIM. HART IS NOT LIABLE FOR DAMAGES CAUSED IN ANY PART BY CUSTOMER'S NEGLIGENCE OR INTENTIONAL ACTS OR, EXCEPT AS EXPRESSLY SET FORTH HEREIN, FOR ANY CLAIM AGAINST CUSTOMER OR ANYONE ELSE BY ANY THIRD PARTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, SO THE ABOVE EXCLUSIONS AND/OR LIMITATIONS MAY NOT APPLY TO CUSTOMER. THE PARTIES AGREE THAT THE LIABILITY AND WARRANTY LIMITATIONS SET FORTH IN THIS AGREEMENT ARE A REASONABLE ALLOCATION OF RISK AND LIABILITY CONSIDERING THE RESPECTIVE BENEFITS OBTAINED HEREUNDER. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

- 16.3. **Third Party Products, Services and Referrals**. In addition to Third Party Products that may be ordered hereunder, Hart may direct Customer to third parties having products or services that may be of interest to Customer for use in conjunction with the Products or Services. Notwithstanding any Hart recommendation, referral, or introduction, Customer will independently investigate and test non-Hart products and services and will have sole responsibility for determining suitability for use of non-Hart products and services. Hart has no liability with respect to claims relating to or arising from use of non-Hart products and services, including, without limitation, claims arising from failure of non-Hart products to provide proper time and date functionality.

17. DISPUTE RESOLUTION

- 17.1. **Disputes and Demands**. The parties will attempt to resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("**Dispute**"), on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("**Demand**").
- 17.2. **Negotiation and Mediation**. After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed-upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association ("**AAA**") or such other mediation process as is mutually acceptable to the parties.
- 17.3. **Injunctive Relief**. Notwithstanding the other provisions of this Section 17, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions of this Section.
- 17.4. **Time Limit**. Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Agreement may be brought more than two (2) years after the cause of action first accrued.

18. GENERAL PROVISIONS

- 18.1. **Entire Agreement**. This Agreement and the Schedules, Attachments, and Exhibits hereto (including Hart-provided quotations signed by Customer and accepted by Hart) are the entire agreement between the parties with respect to the subject matter contemplated herein, and supersede all prior negotiations and oral agreements with respect thereto. Hart makes no representations or warranties with respect to this Agreement or its Products or Services that are not included herein. The use of preprinted Customer forms, such as purchase orders or acknowledgments, in connection with this Agreement is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. If any conflict exists between this Agreement and any terms and conditions on a Customer purchase order, acknowledgment, or other Customer preprinted form, the terms and conditions of this Agreement will govern and the conflicting terms and conditions in the preprinted form will be void and of no effect. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.
- 18.2. **Interpretation**. This Agreement will be construed according to its fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Agreement. All words and phrases in this Agreement are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.
- 18.3. **GOVERNING LAW**. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS, UNLESS CUSTOMER IS A GOVERNMENTAL SUBDIVISION OF ANOTHER STATE, IN WHICH CASE THE LAWS OF THE STATE IN WHICH CUSTOMER IS A GOVERNMENTAL SUBDIVISION WILL CONTROL.
- 18.4. **Severability**. Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law; but if any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, or unenforceable provision. If it is not possible to modify the provision to render it legal, valid, and enforceable, then the provision will be severed from the rest of the Agreement and ignored. The invalidity, illegality, or unenforceability of any provision will not affect the validity, legality, or enforceability of any other provision of this Agreement, which will remain valid and binding.
- 18.5. **Force Majeure**. "**Force Majeure**" means a delay encountered by a party in the performance of its obligations under this Agreement that is caused by an event beyond the reasonable control of the party, but does not include any delays in the payment of monies due by either party. Without limiting the generality of the foregoing, "Force Majeure" will include, but is not restricted to, the following

types of events: acts of God or public enemy; acts of governmental or regulatory authorities (other than, with respect to Customer's performance, the Customer, and its governing entities); fires, floods, epidemics, or serious accidents; unusually severe weather conditions; failure of third parties to timely provide software, hardware, materials, or labor contemplated herein including by reason of strikes, lockouts, or other labor disputes. If any event constituting Force Majeure occurs, the affected party shall notify the other party in writing, disclosing the estimated length of the delay and the cause of the delay. If a Force Majeure or other such event occurs, the affected party will not be deemed to have violated its obligations under this Agreement, and time for performance of any obligations of that party will be extended by a period of time necessary to overcome the effects of the Force Majeure.

- 18.6. **Compliance with Laws.** Customer and Hart shall comply with all federal, state, and local laws in the performance of this Agreement, including those governing use of the Products. Products provided under this Agreement may be subject to U.S. and other government export control regulations. Customer shall not export or re-export any Products.
- 18.7. **Assignment.** Hart may assign this Agreement or its interests herein any including the right to receive payments, without Customer's consent. Customer will be notified in writing if Hart makes an assignment of this Agreement. Customer shall not assign this Agreement or any licenses granted hereunder without the express written consent of Hart, such consent not to be unreasonably withheld.
- 18.8. **Independent Contractors.** The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. Hart's employees, agents, and subcontractors will not be entitled to any privileges or benefits of Customer employment. Customer's employees, agents, and contractors will not be entitled to any privileges or benefits of Hart employment.
- 18.9. **Notices.** Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth on the signature page for the party to whom the notice is given, or on the fifth (5th) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the party's address set forth on the signature page. Each party may change its address for notice by giving written notice of the change to the other party.
- 18.10. **Trademarks.** Verity Election Office™, Verity Voting™, Verity Scan™, Verity Touch™, Verity Controller™, Verity Access™, Verity vDrive™, Verity Touch Writer™, Verity Ballot™, Verity Layout™, Verity Build™, Verity Count™, Verity Relay™, Verity Key™, and Verity Central™, and such other Product names indicated as trademarked names of Hart are trademarks of Hart.
- 18.11. **Equitable Relief.** The parties agree that a material breach of the confidentiality provisions of this Agreement or restrictions set forth herein would cause irreparable injury to Hart for which monetary damages alone would not be an adequate remedy, and therefore Hart shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law, without the requirement of posting bond or proving actual damages.
- 18.12. **Government Use.** The use, duplication, reproduction, release, modification, disclosure, or transfer of the Products, no matter how received by the United States Government, is restricted in accordance with the terms and conditions contained herein. All other use is prohibited. Further, the Products were developed at Hart's private expense and are commercial in nature. By using or receiving the Products, the Government user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.

Exhibit A

Schedule A or Customer Signed Quote for Initial Order

1. COMPENSATION

Total Price for the initial term of the contract shall be a fixed, not to exceed amount of \$2,288,361 payable as follows:

A. Initial Term One-Time Costs – Total \$2,288,361:

- i. Forty percent (40%) of all one-time costs total \$915,344 payable upon receipt of equipment;
- ii. Thirty percent (30%) of all one-time costs total \$686,508 payable upon completion of acceptance testing;
- iii. Ten percent (10%) of all one-time costs total \$228,837 payable upon completion of county mock election; and
- iv. Twenty percent (20%) of all one-time costs total, \$457,672 payable upon successful use in the 2020 March 3 Primary election.
- v. Initial term includes 1st year of Annual Maintenance costs, plus election programming identified in Table 5, and 6e respectively.

B. Additional Term Annual Maintenance Costs – Total \$110,441.17:

- i. Annual maintenance payable upon each calendar year at start of renewal term.

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, endeavor to pay Contractor in arrears according to the milestones listed above.

3. WITHHOLDING OF PAYMENT

The County may withhold payment, in whole or in part, to protect the County for loss on account of any claims that are uncontested or have been finally determined by the court.

4. BUDGET TABLE

The County will pay for all costs and associated services as defined by the table below:

#	Category	Description	Units Desired	Price per unit not to exceed:	Extended Cost
1	Poll Place Equipment				
1a	Verity Scan	Poll Place/Vote Center Ballot Scanners/Tabulator	170	\$6,100	\$1,037,000
1b	Verity Ballot Box	Ballot Boxes for Poll Place Scanners	170	\$0.00	\$0
1c	Verity Touch Writer	Accessible marking devices with ability to print blank full-faced paper ballot.	130	\$5,300	\$689,000
1d	Auto Ballot Kit	Additional Bar-code scanners for eroster integration.	170	\$419	\$71,230
1f	vDrive	Memory Cards for poll place scanners	340	\$66.00	\$22,440
1g	Transport Caddy	Transport Carts for deploying equipment	170	\$740	\$125,800
1h	Verity Print	BOD Printer for front office.	8	\$5,875	\$47,000

1i	Verity Key	Security Key for programming equipment.	30	\$109	\$3,270
1j	Battery Charger	6-bay Battery Charger	6	\$540	\$3,240
2	Central Count Operations				
2a	Canon DR-G1130	Mid-Speed Central Count Scanners	6	\$10,000	\$60,000
2b	Verity Workstations	Ballot Adjudication Stations	14	\$5,900	\$82,600
2c	Verity Central	Software licenses for adjudication stations	14	\$14,843.75	\$207,812.5
2d	vDrive	Memory Cards necessary for batch operations to cover 15 days, 1000 batches created.	500	\$66	\$33,000
2e	Okidata B432dn printers	Central Count printer stations.	6	\$380	\$2,280
3	Software and Professional Services				
3a	Verity Build, Count, Workstation w/ server – 23” monitor.	Software for ballot creation/layout, programming equipment, tabulation of results, electronic adjudication and distribution of results.	2	\$44,450	\$88,900
3b	Implementation Services	Project Management for Launch	5	\$4,000	\$20,000
3c	Training	Training for County Staff plus mock election – 8 days days.	8	\$4,000	\$32,000
3d	Pollworker Training	Training Assistance for Pollworker training	8	\$4,000	\$32,000
3e	Ballot Programming	First two elections ballot programming (March 2020 Primary and November 2020 General)	2	\$0	\$0
3f	Election Day Support	Support for Election Day operations.	2	\$4,000	\$8,000
3g	Okidata B432dn	Report printers for Verity workstations.	2	\$380	\$760
4	Other One-time costs				
4a	Discount	Special County discount	1	-\$564,593	-\$564,593
4b	Sales Tax	Hardware Sales Tax	1	\$176,180.35	\$176,180.33
4c	Annual Maintenance	1 st year annual maintenance	1	\$110,441.17	\$110,441.17
Total One-time costs:					\$2,288,361

5	Annual Costs				
5a	Verity Build and Verity Count	Annual Maintenance	1	\$10,700	\$10,700
5b	Verity Central	Annual Maintenance	14	\$2,968.75	\$41,562.5
5c	Verity Scan and Verity Touch Writer	Annual Maintenance	1	\$48,328	\$48,328
5d	Verity Print	Annual Maintenance	1	\$1,316	\$1,316
5e	Sales Tax		1	\$8,534.67	\$8,534.67
Total Annual costs:					\$110,441.17
6	Optional Costs				
6a	Election Day Support	Optional Support Services	2	\$4,000	\$8,000
6b	Pre-Election Support	Optional Support Services	2	\$4,000	\$8,000
6c	Post-Election Support	Optional Support Services	2	\$4,000	\$8,000
6d	Election Training	Optional Training Services	8	\$4,000	\$32,000
6e	Election Programming	Services for ballot layout and programming per election (for first 100 contests, sales tax included).	1	\$25,000	\$25,000
6f	Election Programming	Services for ballot layout and programming per election for each contest above 100 in an election (sales tax NOT included).	1	\$75	\$75
6g	Okidata C831	Color Ballot on Demand printer w/ starter cartridges (sales tax NOT included).	1	\$4,000	\$4,000

1. The county shall pay for services based on receipt of an invoice from contractor.
2. Contractor shall bill county for real costs associated with freight and postage charges as necessary.
3. The County may refuse payment of invoices for printed materials, mailing and/or other related services if contractor fails to meet performance specifications identified in Exhibit A.

Exhibit B

Hart Customer Support Contact Information and Hours

The following contact information is to be used by Customer for submitting Support requests to Hart InterCivic, Inc.:

Customer Support Center	1-866-275-4278 (1-866-ASK-HART)
Customer Support Center Fax	1-512-252-6925 or 1-800-831-1485
E-mail Address	hartsupport@hartic.com
Hart InterCivic, Inc. Switchboard	1-800-223-HART (4278)
Hours of Operation	7AM-6PM Central Time, M-F
After Hours	Leave Voicemail with contact information for return call

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Exhibit C

Definitions

“*Hart*” means Hart InterCivic, Inc., a Texas corporation.

“*Verity Access*™” means the audio tactile interface (ATI) controller created by Hart as an add-on component to a Verity Touch™ that facilitates the performance of voting activities by disabled voters, for example, by providing an audio ballot presentation and/or accepting inputs from adaptive switch mechanisms that facilitate interaction with disabled voters, as needed.

“*Verity Print*™” means the device created by Hart for purposes of on-demand ballot printing; this device creates a blank paper ballot from the poll worker’s selection of the voter’s ballot style or precinct on the Verity Print interface.

“*Verity Controller*™” is a polling place management console capable of interacting with one or more Verity Touch™ devices by transmitting and receiving signals that manage an election, e.g., by opening and closing the polls, providing or recording an audit trail of system events during an election, storing cast ballot data, and applying data security and integrity algorithms.

“*Verity Scan*™” means the Verity Scan™ device created by Hart, consisting of an in-person digital ballot imaging device. The single-feed scanner transports and scans both sides of a ballot simultaneously, and it is securely attached to a ballot box that provides for secure ballot storage and transport.

“*Verity Election Office*” means Hart InterCivic’s software platform that can accommodate a variety of election administration applications and is designed for interoperability with Verity Voting Hardware and Software.

“*Verity Touch*™” means the Verity Touch™ electronic voting device created by Hart. Verity Touch devices consist of hardware including an electronically configurable voting station that permits a voter to cast votes by direct interaction, which voting station in its present configuration created by Hart comprises an electronically configurable touchscreen liquid crystal display (LCD) panel for use in displaying ballot images, and options for tactile input buttons that facilitate voter options for selecting ballot choices and casting a ballot.

“*Verity Touch Writer*™” means the device created by Hart for ballot-marking functions. Touch Writer creates a paper marked ballot from the voter’s selections on the electronic interface or the Verity Access ATI controller.

“*Verity Voting*” means Hart InterCivic’s family of voting system components designed to conform to federal voting system standards.

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Exhibit D

HART PROPRIETARY SOFTWARE AND SUBLICENSSED SOFTWARE

Hart Proprietary Software Licensed to Customer via annual subscription may include the following. Actual software and firmware licensed is indicated in the quote or response associated with this Agreement:

[illegible]

Licensed Location is the jurisdiction named on the signature page of this Agreement. Any future releases or updates to the software versions listed above will be documented in Hart Release Notes and Version Verification documents. Such releases and updates shall be considered Hart Proprietary Software licensed under this Agreement.

Software Sublicensed to Customer via annual subscription:

None

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Exhibit E

STATEMENT OF WORK

1. Introduction

This Statement of Work (SOW) defines the scope of work for Hart InterCivic, Inc. (“Contractor”) to provide a comprehensive, modern voting system to design ballots, collect, count, tabulate and report votes for all elections administered by the Solano County Registrar of Voters (“County”). The collection of components that make up the Contractor voting system shall be referred to as the “system.”

- Precinct/Poll Place Ballot Scanners;
- Precinct/Poll Place accessible voting devices;
- Central Count High-Speed ballot scanners;
- Software components necessary to achieve the goals identified below;
- All accessories necessary to achieve the goals identified below.

2. Goals and Objectives

The system provided by Contractor will provide to the County a comprehensive system of software and hardware to provide a solution for ballot creation, tabulation, counting, accessible in-person voting, producing ballots on-demand, and one that integrates with the county’s existing electronic poll book system.

All components of the system must be certified by the United States Election Assistance Commission (EAC). All components of the system must also be certified to the latest California Voting System Standards (CVSS) on the effective date of the Contract.

Additional specific operations and performance of the system components and responsibilities of the Contractor are identified in this Exhibit.

3. The system shall meet the following requirements:

- a. The Contractor shall provide to County a voting system that meets all Federal and State requirements for Election Administration in California including those contained in California Elections Code (EC), the California Code of Regulations (CCR) and any guidance documents issued by the California Secretary of State, in each case in effect on the date of the Contract.
- b. All components of the system must allow the county to report election results using the fully automated “auto certification” of election results on the date a response to the RFIQ is submitted.
- c. The system shall allow for the County to successfully conduct traditional polling place, vote center, or all-mail ballot elections utilizing central count scan and poll-place scan/tabulation.
- d. The system must integrate with County’s Electronic Poll Book to Scan a barcode. The scan process will initiate the system to process to print on-demand at a poll place a full-face/complete ballot for a voter to manually mark and scan on a separate device.
- e. Provide true equality of access, with a standardized, uniform ballot for all voters.
- f. Provides options to purchase, lease, lease-to-own, or other mechanism that best suits the County’s interests in obtaining a new system.
- g. Accommodates the formatting of multiple-language official ballots and is designed to integrate additional languages with minimal preparation of, and modification to, the overall system. Languages available shall comply with current requirements under 1965 Voting Rights Act Sec. 203, and CA Elections Code §14201 (which currently requires Solano County to provide facsimile ballots and voting instructions in Spanish and Tagalog).
- h. Complies with the Help America Vote Act (HAVA) by including at least one piece of voting equipment per polling place or three per Vote Center that is accessible to all voters including those

with visual and physical impairments. The accessible voting equipment allows voters to cast ballots privately and independently, as per HAVA.

4. The system shall also meet the following requirements in specific areas:

a. Ballot Design and Election Definition

- i. The ballot design and election definition system shall meet the following overall minimum requirements:
 1. Provide for a central database solution for election information for ballot design and election definition.
 2. Enable County staff to program, proof and print ballots, with no programming skills required and with no vendor help needed.
 3. Enable County staff to proof ballots, ballot types, districts, candidates, and poll place relationships with no vendor help needed.
 4. Enable County staff to generate and deploy election definitions to all media devices with no vendor help needed.
 5. Enable County staff to copy election definition from previous elections.
- ii. Include options that enable elections staff to design ballots and define elections to comply with specific and varied election needs with features that enable specific under vote rejections, write-in images printed at the polling place, and results printed by votes received.
- iii. The system shall provide a full-face/complete ballot for use by all voters with no separate or “non-standard” sized ballots required for voters with special accessibility needs.
- iv. The system shall provide election definitions that are universal and can be used in any vote capture device in the system and for any combination of precincts, including as few as a single precinct split or as many as all precincts for the election.
- v. Enable the creation of an automated test deck, so no hand-marking ballots for logic and accuracy testing is required.
- vi. Enable elections staff to make changes until the election definition is finalized and deployed – with What You See is What You Get (WSIWYG) ballot views and no programming skills required, and with no need to take ballot data to a separate application to see how the ballot will look. Staff must be able to use the software application to make corrections in real time.
- vii. Produces camera-ready images/art for production of sample ballots, official ballots, vote-by-mail ballots, provisional and facsimile ballots in all federally required languages as of the date of the contract. Provide the ability to output ballots and/or ballot images to a PDF file for third-party printers.
- viii. System must be certified to have paper ballots printed with K&H printers in Everett Washington.
- ix. Enable elections staff to build the election once for all components – for any voting type including both paper and audio ballots.
- x. Include multiple ballot templates for up to four-column ballots, with the ability to add rich text and images.
 1. Each template shall allow for forced column/paging as necessary by County staff.
 2. Images includes bit-map, JPEG, PNG, and GIF formats.
- xi. Allow up to 600 unique ballot choices (candidates and proposition options) to be defined for a single election, with the capability for each of these choices to be repeated on multiple ballot styles and across thousands of individual ballots.
- xii. Provide the ability to record audio and to import synthesized speech, with built-in text translation and audio recording. Text translations and audio recording are done within the application – no need to use separate applications.
- xiii. Handle preference voting, multiple choices for specified individual races.

- xiv. Support ballots of the following sizes:
 - 1. 8-1/2 x 11 inch (letter)
 - 2. 8-1/2 x 14 inch (legal)
 - 3. 8-1/2 x 17 inch (super legal)
 - 4. 8-1/2 x 20 inch
- xv. Capable of managing all types of contest and measure elections conducted by the County including but not limited to statewide "Top Two" primary/general, presidential primary, and recall. System is also capable of managing multiple elections simultaneously.
- xvi. Compatible with existing election information management system (DIMS) and maximizes efficiency by importing data used in election operations including but not limited to contest/candidate/measure management, ballot layout, vote-by-mail, voter registration, precincts, and polling places.
- xvii. Maximizes use of commercial off the shelf (COTS) hardware and/or software, where allowable by law. The system identifies all COTS equipment used, location within system hardware and software, manufacturer, and model number.

b. Central Count Scanning, Vote Capture and Ballot Adjudication

The system must include the following features for central count scanning. Central Count scanning is the scanning of any ballot at the main County office, and includes scanning Vote by Mail, poll ballots, provisional ballots and conditional voter ballots. Specifically, the system shall meet the following requirements:

- i. Have the capability of being used for Vote by Mail and other high-volume ballot processing.
- ii. Has a combination of high-speed and medium speed scanners to tabulate official ballots, vote-by-mail ballots, provisional ballots, CVR and poll place ballots.
 - 1. Six medium-speed scanners shall be included in the solution with a rated, documented processing speed of 5,000 17" double-sided sheets per hour.
- iii. The system shall not require presorting of ballots or any additional ballot "prep" steps for ballots to count. Ballots will be extracted from envelopes, barely flattened and void of preliminary review for damage, markings, missing pieces, or other steps to prepare for scanning.
- iv. The system shall accept batches of up to 200 ballots which include multiple precincts and ballot styles and/or multiple languages in the same batch.
- v. The system shall read all ballots programmed from the ballot creation system, printed from a certified vendor, or printed from the ballot on demand system without the use of a unique barcode on the ballot.
- vi. Scan two-sided and multipage ballots, including when pages become separated from each other, when pages are out of order, or when all pages are not returned. The system shall maintain proper auditing and accounting for balancing back to voter participation history (VPH).
- vii. Able to process any ballot style included in each election definition with a single scanner. Ability to accommodate multiple styles and precincts, without the need to pre-configure any scanner in the solution.
- viii. Ability to identify and electronically manage multiple precinct styles, regardless of the order in which ballots are batched. Ensure that only those ballots styles specific to the current election are recorded and tabulated. Reject ballots that are not printed for the election that is currently defined and open on the system.
- ix. The ability to read all ballots except in circumstances where a ballot literally cannot be imaged for exceptional reasons (missing a portion of the ballot), in which case scanning continues without interruption and without deletion of the entire batch. A report can be produced which identifies specific ballots in the batch that could not be read, with a plain language message to the operator. In addition, the reasons for the rejection, as well as the sequence number of the ballot, are identified in an easy-to-read report.

- x. Include plain-language annotations that describe how scanners processed voter marks.
- xi. Provide transparency and easy auditability, with the ability for elections staff to easily locate exactly the ballot images they need, and plain-language processing notes that clearly show exactly how voter selections are recorded.
- xii. Stores ballot images from all tabulating equipment provide; option for the County to enable/disable this functionality.
- xiii. Provide on-screen adjudication of scanned ballot images, enabling batch by batch resolution of questionable voter intent issues with clear, color-coded flags, with no need for ballots to be out stacked or re-scanned for further review or duplication.
- xiv. Identify ballots or portions of ballots requiring adjudication (write-ins, mismarks, overvotes, under votes, cross-over votes, blank ballots) per parameters set by the County.
- xv. Provide separate ballot adjudication workstations where County staff can review the ballot's digital image to record write-in votes or to reject voter write-in entries. An audit log, including the user name provided by the County, records all resolution decisions.
- xvi. Enable elections staff to override/adjudicate how the machine processed all marks captured by the system.
- xvii. Allows for ballot adjudication to take place at any workstation connected to the internal scanning network.

c. Poll Place Ballot Scanner

The County will deploy ballot scanners to all polling places and/or vote centers in the county. At a minimum, this device must:

- i. Capture and store full digital images of each ballot scanned.
- ii. Handle hundreds of ballot styles and be programmed to accept specific ballot styles or all ballot styles for the election.
- iii. Print ballot count totals or tabulated results at the polling place, including summary or precinct-by-precinct reports on a built-in thermal printer, using COTS paper rolls.
- iv. Automatically deposit scanned ballots directly into a secure ballot box.
- v. Allow a voter using an Accessible marking device to mark and print a ballot from one device, while casting the ballot on a completely physically separate device. Alternatively, if the system allows the ballot to be cast on the same device as printed, describe how the County can disable this functionality.
- vi. Scan both sides of a ballot in under five seconds and accept ballots header first, footer first, face up, or face down.
- vii. Be capable of scanning one-sided ballots, two-sided ballots, and multiple-page ballots while recording the event as one ballot cast.
- viii. Provide safeguards designed to prevent acceptance of multiple ballots at the same time (double feeds).
- ix. Comply with ADA standards in effect on the date of the contract, with controls in easy reach of users in wheelchairs.
- x. Provide customizable second-chance voting. Plain-language notices must alert the voter about possible problems such as overvotes and invalid marks and provide the voter the opportunity to correct their ballot. The device must enable elections officials to configure the system to display such second-chance options or not.
- xi. Support multiple languages, with instructions in all languages that have been defined for the election, both in written and audio form.
- xii. Display any voter-facing messages in the language of the ballot that is scanned on the device.
- xiii. Include multiple, built-in means of storing ballot images for auditing, backup, and recovery.
- xiv. Have the memory capacity to store a minimum of:
 - 1. 200 contests per ballot;
 - 2. 100 candidates per contest, 600 overall per ballot;
 - 3. 10,000 single-sheet ballots per voting event.

- xv. Connect to standard 3-prong 10-amp AC power outlets, and include an uninterruptible power supply (UPS) and an internal, rechargeable battery capable of providing backup power for a minimum of two hours.
- xvi. Provide alerts if memory capacity is being reached.
- xvii. Display in plain-language whether the ballot was counted if a ballot jam occurs.
- xviii. Be compact for easy transport in typical private vehicles, and for flexible deployment by poll workers. Must be stackable for efficient storage. The storage dimensions and weight of the tabulation device (with battery) must not exceed a weight of 35 lbs.
- xix. Contain design that promotes fast learning and easy setup by all poll workers regardless of prior elections or technical experience.
- xx. Provide access control restrictions for power button, activating voting, and closing polls. Also, allow for separate tamper-evident seals for main removable memory device that is capturing vote totals.

d. Poll or Vote Center Ballot Box Requirements

The ballot box provided by the system is designed for the poll place scanner to securely capture ballots that are cast, and provide for easy to use mechanisms for poll workers to retrieve ballots at the close of the polls. In addition, the ballot box must meet the following minimum requirements:

- i. Be collapsible for easy transport in typical private vehicles, for flexible deployment by poll workers, and for efficient storage.
- ii. Accept scanned ballots deposited directly into the box by the portable digital ballot scanning/tabulation device.
- iii. Include a secure compartment for scanned ballots and a separate secure storage compartment for voted ballots that cannot be scanned until later (for example, due to loss of power).
- iv. Accommodate up to 4,000 sheets of 8-1/2 x 17-inch paper, with the ability to accept up to 1,000 additional ballots in the compartment for un-scanned ballots.
- v. Include the following physical access controls:
 - 1. Keyed locks to protect the main access door and all other points of access.
 - 2. Support for tamper-evident seals for the main access door and all other points of access.

e. Ballot on Demand

The system must include an integrated ballot on demand (BOD) system that meets the following requirements:

- i. The BOD components must print a full, mark-able, individual official ballot that looks and can be scanned/processed exactly like a regular printed official ballot.
- ii. The BOD system must be capable of producing poll ballots, provisional ballots, vote by mail ballots, replacement ballots, ballots for duplication, and conditional voter ballots.
- iii. The BOD system must produce the first ballot in under 15 seconds. Each subsequent ballot shall be produced in less than 10 seconds.
- iv. The BOD system must accept input to produce ballots from any precinct or ballot type created for the election. Users can call up the correct precinct or ballot type using either a manual input or from a barcode produced from the roster system used by the county.
- v. The County desires the BOD system to be incorporated with the accessible voting device to allow either function to be processed on the same device at a polling place or vote center.
- vi. The BOD system shall have components that have a small footprint for easy transportation to each polling location. For the BOD system for the County office, the printer can be larger to accommodate larger volumes of printing. The County typically prints 20,000 ballots in the office for a typical election.
- vii. The BOD system shall have a daily use cycle of no less than 1,500 ballots. The Vendor should anticipate a single printer to experience printing 1,500 ballots per day.

- viii. The BOD system shall have the capability to operate for 2 hours in the event of a power failure.
- f. Minimum system Security Requirements

Maintaining the integrity of all components of the system is critical. In addition to the security requirements identified in both EAC and SOS certification testing and the Use Procedures documents, the following minimum security features shall be included:

 - i. Protections from unauthorized access to data. All data must be encrypted and digitally signed for tamper evidence. If someone attempts to tamper with data, the system must be designed to alert elections staff.
 - ii. Protections from unauthorized access to electrical power and network connectivity.
 - iii. Enclosures that are designed to protect data during transportation and allow for tamper-evident notification for poll workers and observers to easily see that devices are secured throughout an election cycle.
 - iv. Firmware security that is designed to protect against the loading or updating of firmware while the device is set for an election or is in election mode.
- g. Results Reports

The system must provide access to vote totals in a variety of formats throughout the election cycle. The County believes that quick and routine access to updated results is important to achieve our goals for transparent and auditable elections. Typically, the County will update election results each hour on election night, followed by daily updates throughout the canvass period. Report features need to be easy, repeatable, and conductible without support by the vendor. In addition, the following minimum requirements shall be met by the system:

 - i. Provides rapid, versatile, and easily customizable reports in real or near-real time including but not limited to partial election returns throughout Election Night, Semifinal (unofficial) and Official Results, canvass reports (including Statement of the Vote, Supplemental Statement of the Vote), and Presidential Primary results by congressional district (as required by the SOS).
 - ii. Allows for reporting tabulation results in near-real time in such manner that does not require elections personnel to manually prepare and post results-related information.
 - iii. Organizes and exports data in a variety of formats including but not limited to TXT (delimited-separated), CSV, XLSX, PDF, html, and XML/EML that the County may upload to its website and provide to the Secretary of State, press/media, etc., with minimal intervention. The system will meet the accessibility/ADA standards for information intended for posting on websites as in effect on the date of the Contract;
 - iv. Produces reports that facilitate verification (proofing) of the data extracted from County's EIMS related to contests, candidates, measures, ballot styles or types, ballot voting positions, precincts, and rotation schemes in such a manner that all imported election and ballot counting system settings may be verified.
 - v. Allows for the County staff to conduct auto-transmitting of reports to the Secretary of State on an hourly basis throughout election night and each day after election night if the County decides to update result information
 - vi. Issues all result reports, ballot tally files, and audit logs in machine-readable and human-readable formats.
- h. Administration of all individual components by the County shall provide for the following features:
 - i. The Contractor shall provide tools to allow the County to administer the software. Tools shall include the following capabilities:
 - 1. Access, edit, delete, enable and disable User accounts;
 - 2. Access, edit, and delete User assignments.
 - 3. Reset passwords on User Accounts
 - 4. Access, edit and delete election specific information including precincts, polling places, and assignments;
 - 5. Access administrative reports on system events;

- ii. Include roll-based security for County staff to set various levels of access to the system depending on user role.
 - 1. Roles will include different roles to view courses vs. schedule courses.

5. Additional Support

- a. The Contractor shall provide updates to maintain software compliance with any applicable state or federal law, plus requested enhancements, in each case in accordance with the following:
 - i. Upon County's request, Contractor will determine the feasibility and cost of the required changes and advise the County of the total amount due for the update.
 - ii. Upon written approval to move forward with the changes and receipt from the County of the stated fees, Contractor will complete the required update.
 - iii. When updates are released, the Contractor shall provide updated documentation on all aspects of the system functionality.
 - iv. The Contractor shall provide additional documentation, if needed, through an on-line help file which will be updated with each software release.
 - v. The contractor shall provide proof of updated state certification before installing any such updates to the system.
- b. Technical Support:
 - i. Contractor shall provide appropriate and trained remote technical support throughout the implementation of the system as necessary for proper installation, training, operation, and use of all equipment, hardware, software, and materials supplied to County.
 - ii. Contractor agrees that it will continue to have available personnel competent to assist with the software. Contractor also agrees that it will provide, at no charge, software upgrades for the system in accordance with the Agreement.
 - iii. Contractor will provide telephone support to County as defined in Section 3.c below for the Initial year and each optional Renewal period of this contract for so long as the appropriate quantity of support licenses are maintained. This support will be by telephone and include the Contractor's escalation system for technical and service management.
 - iv. Contractor will provide pre and post-election support which will include performing an inspection and test of the system for readiness for the next election and that all tasks have been completed successfully. See itemized pricing within the Budget Table of Exhibit A.
 - v. At the conclusion of each pre-election inspection, Contractor will provide an operator training refresher course for new and experienced operators.
- c. Support and Issue Response: Provided the appropriate quantity of support licenses are maintained, in the event the system fails to perform as required by this Contract (an "Issue"), the following Issue Response Procedure shall apply:
 - i. County will notify Contractor of any identified Issue as soon as possible. County will also provide the reasonable availability of a single point of contact to assist Contractor in resolving any Issue with the system.
 - ii. Upon notification of an Issue, County and Contractor by mutual agreement in good faith shall classify the severity of the Issue based on the levels detailed in Section 3.c.viii below.

Contractor shall use commercially reasonable efforts to follow up with County with a telephone call or email response within 60 minutes upon notification of an Issue, subject to Section 3.c.viii below.

- iii. During the follow-up telephone or email, Contractor shall provide County with an initial assessment of the Issue in conjunction with the proposed steps for the parties to mitigate the Issue.
- iv. During the normal service time period (outside of 50 days prior to an election through one day past an election), :
 - Contractor shall provide telephone support to County between the hours of 7:00 A.M. to 7:00 P.M., Monday through Friday, Central Time (“Standard Support Hours”).
 - 1. Calls received outside of Standard Support Hours will be forwarded to the on-call Customer Support Consultant and best efforts will be made to respond to the call. All calls during Standard Support Hours, Early Voting Support Hours, Election Support Hours, or After Hours will go to 1-866-275-4278
 - 2. Contractor shall provide system support via e-mail that is monitored hourly during 7:00 A.M. to 7:00 P.M., Monday through Friday, Central Time. Emails received outside of this time frame will receive a response on the next business day.
- v. During the fifty-day period preceding an election, Contractor shall provide telephone support to County between the hours or 7:00 A.M. to 7:00 P.M., Monday through Friday, Central Time (“Election Support Hours”).
 - 1. Calls received outside of Election Support Hours will be forwarded to Contractor’s on-call Customer Support Consultant and best efforts will be made to respond to the call. All calls during Standard Support Hours, Early Voting Support Hours, Election Support Hours, or After Hours will go to 1-866-275-4278.
 - 2. Contractor shall provide email support monitored every thirty minutes between 7:00 A.M. to 7:00 P.M., Monday through Friday, Central Time. Emails received outside of this time frame will receive a response in accordance with the priority of the reported Issue in accordance with Section 3.c.viii below.
- vi. During early voting periods 14 days prior to an election day, Contractor shall provide telephone support to County between the hours of 7:00 A.M. to 7:00 P.M., Monday through Friday, Central Time (“Early Voting Support Hours”).
 - 1. Calls received outside of Early Voting Support Hours will be forwarded to the Customer Support Consultant and best efforts will be made to respond to the call.
 - 2. Contractor shall provide email support monitored continuously between 7:00 A.M. and 7:00 P.M., Monday through Friday, Central Time. Emails received outside of this time frame will receive a response in accordance with the priority of the reported Issue in accordance with Section 3.c.viii, below.
- vii. During the period 12 hours prior to voting polls opening and 24 hours after polls close, Contractor shall provide telephone support to County continuously during this time frame. Calls not answered immediately will be returned within 60 minutes.
 - 1. Contractor shall provide continuously monitored email support during this time frame. Emails will receive a response in accordance with the priority of the reported Issue in accordance with Section 3.c.viii below.
- viii. Under this Incident Response Procedure, Contractor shall use commercially reasonable efforts to respond to Issues and requests submitted by County within the following time frames according to severity level to assist in the resolution:
 - 1. Critical Priority: 0-60 minutes (during specific support hours)

2. Significant Priority: within 24 business hours
3. Minimal Priority: within five working days

6. Deliverable Schedule:

Contractor shall use commercially reasonable efforts to deliver access to the software, materials, testing, support and training defined in this Contract in accordance with the following schedule:

- All equipment – no later than 60 days after effective date;
 - On-Site Training – no later than 60 days after receipt of equipment;
 - Mock Election and Testing – at the conclusion of training.
 - Fully Operational – First Operational will be the March 3, 2020 Presidential Primary Election.
- a. “Training” included with this Exhibit shall consist of the Contractor working with up to five (5) County users to conduct the following:
 - i. Five (5) days of on-site acceptance testing of all equipment.
 - ii. Two (2) complete days of system training and overview.
 - iii. One (1) day to build a mock election with the county.
 - iv. Four (4) days to conduct a mock election and perform system testing to ensure all functions work as described in this Exhibit.

7. Intentionally Deleted

8. Software License and Documentation:

- a. The software provided to County pursuant to this Exhibit, other than Third Party Software, shall remain the property of Contractor, and all such software is subject to the License granted to County pursuant to this section. All Third Party Software shall remain the property of and is subject to the licenses granted by its third party owner.



Solano County

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Agenda Submittal

Agenda #:	18	Status:	Regular Calendar
Type:	Presentation	Department:	Auditor-Controller
File #:	19-468	Contact:	Phyllis S. Taynton, 784-6288
Agenda date:	06/11/2019	Final Action:	
Title:	Receive a presentation on the Auditor-Controller's FY2019/20 proposed reorganization to address ongoing demands and future succession planning needs of the department		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Current Organization, B - Proposed Reorganization, C - 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:

The Auditor-Controller recommends that the Board of Supervisors receives a presentation on the department's FY2019/20 proposed reorganization to address ongoing demands and future succession planning needs of the department.

SUMMARY/DISCUSSION:

The Auditor-Controller is proposing a reorganization of the Auditor-Controller's Office to address the ongoing demands and long-term succession planning needs of the department.

During the past year, the Auditor-Controller's Office has been undergoing significant staff changes. The newly elected Auditor-Controller left a vacancy in the Assistant Auditor-Controller position, which was subsequently filled by promoting internally, thereby creating a vacancy in the Chief Deputy Auditor-Controller position. The department also has a vacancy in the Deputy Auditor-Controller (Internal Audit manager) position.

These two vacancies have provided an opportunity for the Auditor-Controller to reflect and review the current organizational structure of the department and whether the department has positioned itself to address the ongoing demands and the longer-term succession planning needs for the department.

The Auditor-Controller is proposing to reorganize the department into four functional divisions to be managed by four Deputy Auditor-Controllers. The Auditor-Controller's proposal is to remove Payroll from General Accounting and to create a separate Payroll and Systems Division.

Currently there are five functional divisions that are managed by three managers: a Chief Deputy Auditor-Controller and two Deputy Auditor Controllers. The five functional divisions are: Internal Audit, Property Tax, Financial Reporting, Grants, and General Accounting. The General Accounting Division is further broken down into three bureaus: Accounts Payable, Systems and Payroll.

There is no change proposed for the Property Tax Division. The Internal Audit Division will report directly to the Auditor-Controller to promote the independence of this function. The primary change, however, is to separate Systems and Payroll from the General Accounting Division.

- The Accounts Payable unit is responsible for processing countywide financial transactions, budgetary control, fixed asset accounting, etc.
- The Systems staff supports the County's general ledger, administering the countywide financial system, OneSolution. All county departments use the OneSolution system as the primary financial and budgetary system for the County.
- The Payroll unit is responsible for producing countywide payroll for over 3100 employees of the County and special districts; Federal and State tax withholding and reporting, CalPERS Reporting, countywide leave administration, benefit payments, etc.

The Accounts Payable unit will be realigned with the Financial Reporting/Grants divisions as these divisions are closely aligned and driven by generally accepted accounting principles, and State and Federal reporting requirements, including budgetary compliance.

The Payroll function is driven by State and Federal Labor, employment and tax laws, local Personnel and Salary Resolution, 19 memorandum of understandings, federal and state leave administrations laws (Fair Labor Standards Act, California Family Rights Act, etc.), etc.

The Payroll Division is heavily dependent on systems (PeopleSoft and IntelliTime). By realigning the systems accountants within this new Payroll and Systems Division, the systems accountants may assist in performing system tasks and providing some technical support to Payroll.

Because the Payroll and Accounts Payable functions are different and governed by different laws and regulations, the Auditor-Controller's proposal is to separate Payroll from General Accounting and create a separate Payroll and Systems Division to be managed by a Deputy Auditor-Controller.

The Chief Deputy Auditor-Controller will be deleted and add a Deputy Auditor-Controller to oversee the Accounts Payable function, Financial Reporting and Grants Divisions.

The four functional divisions will then be: Internal Audits, Property Tax, Financial Reporting/General Accounting, and Payroll and Systems.

By having four Deputy Auditor-Controllers, there is a longer-term benefit of being able to reassign the Deputy Auditor-Controller's management of the other functional divisions to provide cross-training and future succession planning opportunities.

Payroll: Limited Term Accounting Technician (Confidential)

Also, included in the Auditor-Controller's FY2019/20 Requested Budget, the Auditor-Controller is requesting an Accounting Technician (C) - Limited Term, to assist in documenting procedures and reports/queries and to cross-train on some of the duties of the Payroll Officer and the other Accounting Technicians. By bringing in a limited term Accounting Technician to cross train on the routine payroll functions, we can begin to cross-train our staff on the complex and critical payroll functions and begin addressing our succession planning needs in the Payroll Division.

FINANCIAL IMPACT:

The FY2019/20 Recommended Budget reflects the deletion of the Chief Deputy Auditor-Controller (budgeted

in FY2018/19 at \$200,000), the reclassification to a Deputy Auditor-Controller at an approximate cost of \$154,000 and the addition of a Deputy Auditor-Controller at a cost of \$154,000, for a net increase of \$108,000. The budget also includes \$27,375 for one-time remodeling and computer costs for the additional Deputy Auditor-Controller position. The Limited Term Accounting Technician (Confidential) is budgeted at \$76,518 for salaries and benefits (representing approximately 9 months of costs).

The budget for the Payroll Division is primarily funded by the countywide cost allocation plan.

ALTERNATIVES:

The Board may choose not to receive this presentation; however, this is not recommended because the proposed change would allow the department to address ongoing demands and future succession planning needs of the department.

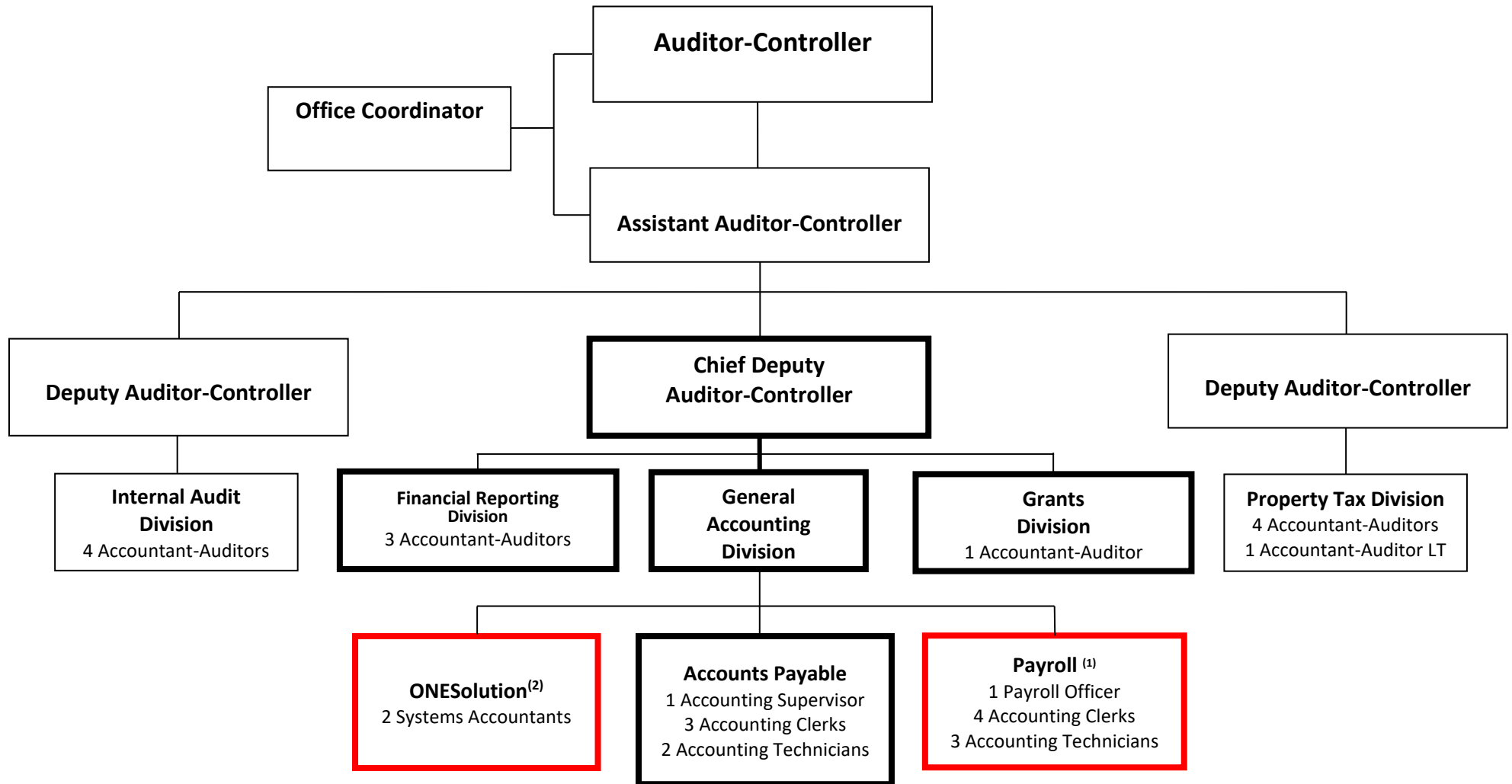
OTHER AGENCY INVOLVEMENT:

The County Administrator Office was consulted and agrees with the proposed reorganization. Human Resources was consulted in reviewing the position classifications.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**AUDITOR-CONTROLLER
CURRENT ORGANIZATION CHART – FY2018/19**



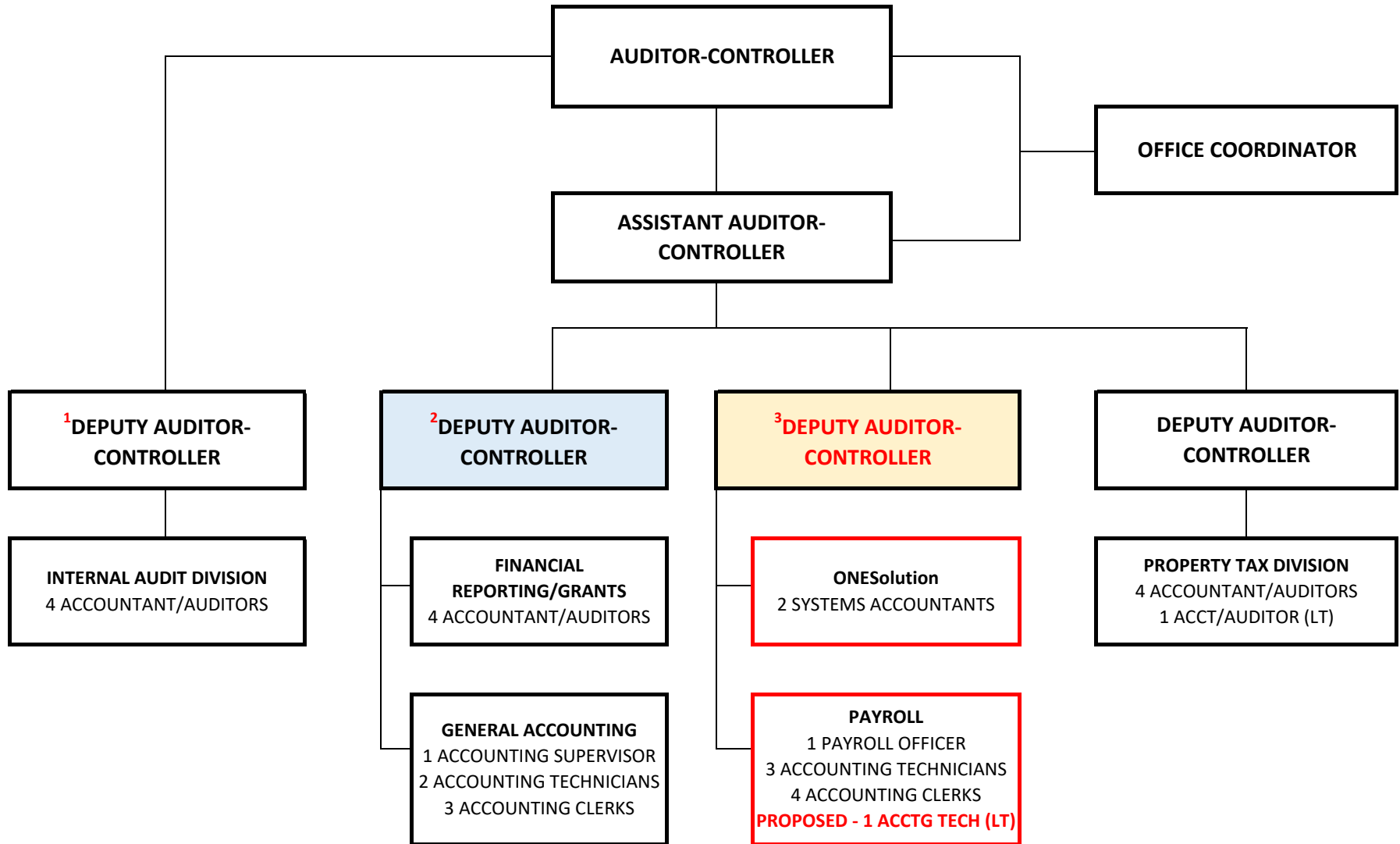
⁽¹⁾ Temporarily reports directly to Auditor-Controller

⁽²⁾ Temporarily reports directly to Assistant Auditor-Controller

34 FTE

1 FTE - Limited Term (LT)

**AUDITOR-CONTROLLER
FY2019/20 PROPOSED REORGANIZATION**



(1) will report directly to Auditor-Controller

(2) delete Chief Deputy Auditor-Controller; add Deputy Auditor-Controller

(3) Add Deputy Auditor-Controller

35 FTE

2 Limited Term (LT)



AUDITOR- CONTROLLER

Proposed Reorganization

FY2019/20

Presented to the Board of Supervisors
on June 11, 2019
Auditor-Controller

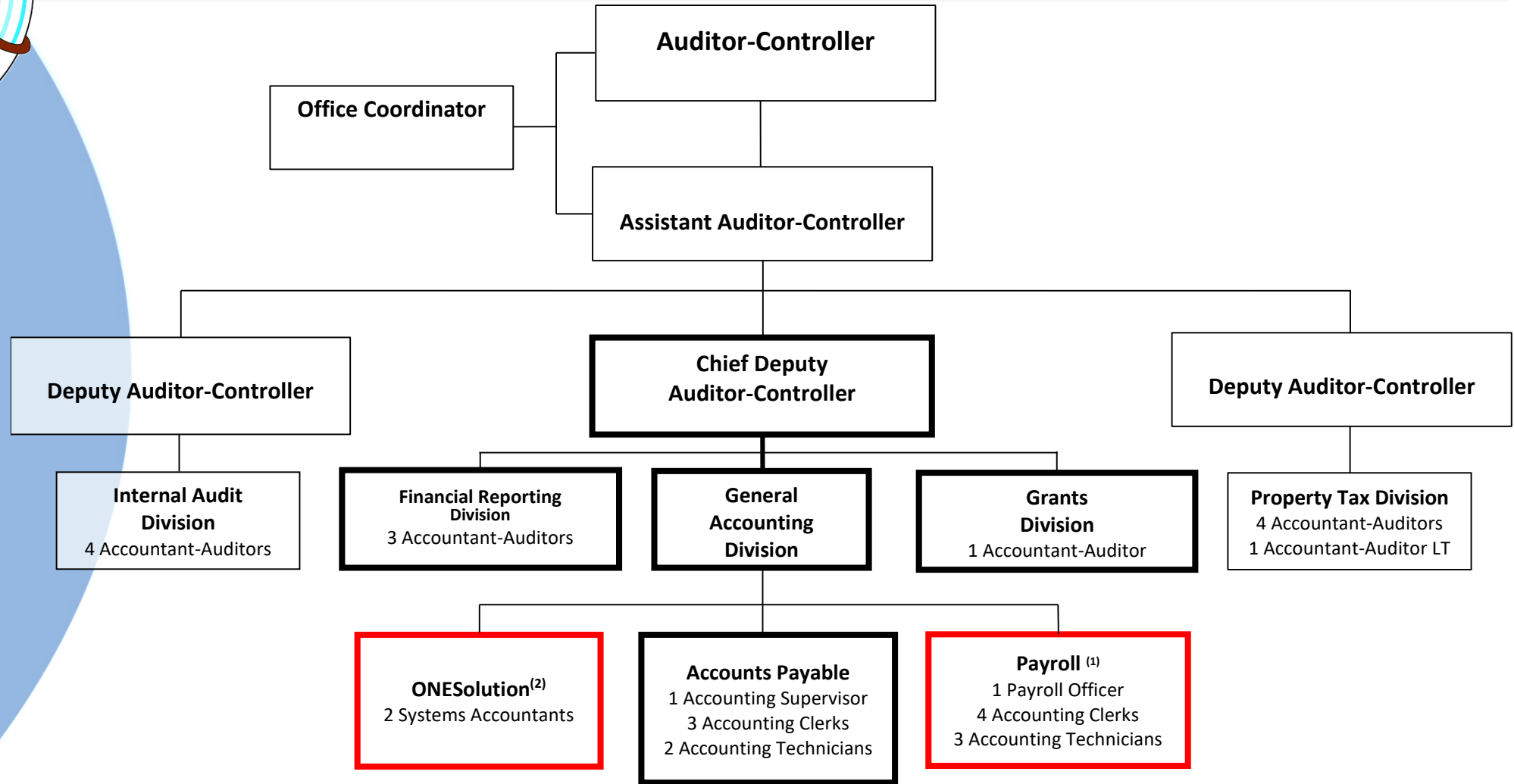


Auditor-Controller Divisions

- Administration
- Internal Audit
- Property Tax
- Financial Reporting
- Grants
- General Accounting
 - Accounts Payable/Fixed Assets
 - Systems
 - Payroll



Current Organizational Structure



⁽¹⁾ Temporarily reports directly to Auditor-Controller

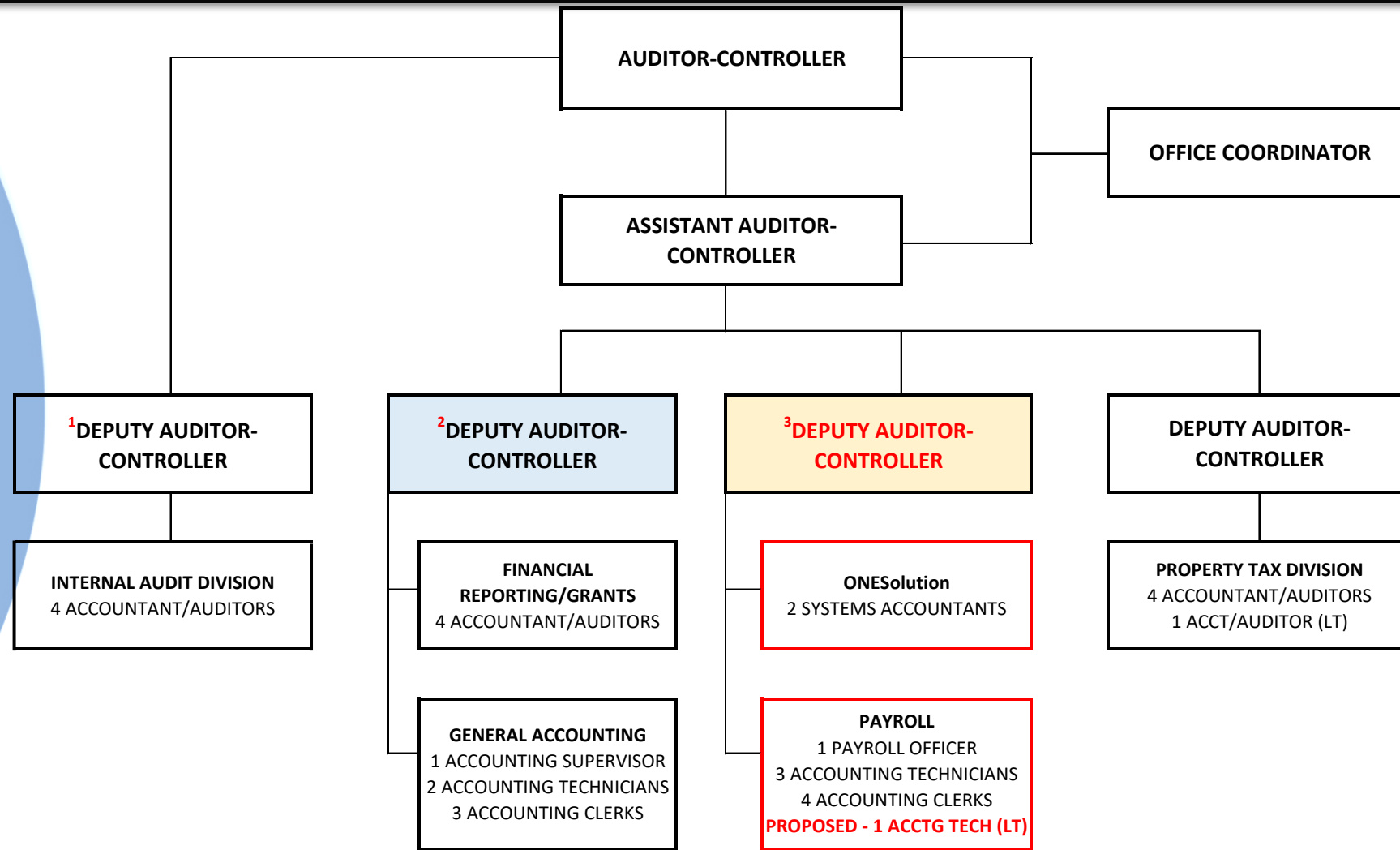
⁽²⁾ Temporarily reports directly to Assistant Auditor-Controller

34 FTE

1 FTE - Limited Term (LT)



FY2019/20 PROPOSED REORGANIZATION



(1) will report directly to Auditor-Controller

(2) delete Chief Deputy Auditor-Controller; add Deputy Auditor-Controller

(3) Add Deputy Auditor-Controller

35 FTE

2 Limited Term (LT)



Proposed Reorganization

- Financial Reporting/General Accounting
 - Delete: Chief Deputy Auditor-Controller
 - Add: Deputy Auditor-Controller
Annual Savings: \$50,000
 - Create a new Payroll and Systems Division
 - Add: Deputy Auditor-Controller
 - Move: Systems Accountants under new division
Annual Cost: \$149,459
- Add: Limited Term Accounting Technician (Confidential)*
Annual Cost: \$91,821

*for succession planning



Why the change? Why now?

- Align the workload into manageable groups
 - Staffing History
- Succession planning
 - Staff demographics as of May 31:
 - 35 allocated (includes 1 LT) positions
 - 5 vacancies (14% vacancy rate)
 - Mature workforce: 19 of 30 staff are 50 years and older
 - Staff relatively new to Auditor's Office:
 - Of the 30 staff, 17 have 6 years or less with Auditor's Office
- Opportunity to be more strategic



Summary

- To address the ongoing demands on the office and to position ourselves for succession planning purposes, we are proposing this reorganization to add one Deputy Auditor-Controller to the Payroll/Systems Division
- Questions?



Solano County

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Agenda Submittal

Agenda #:	19	Status:	Regular Calendar
Type:	Resolution	Department:	Resource Management
File #:	19-422	Contact:	Matt Walsh, 784-6765
Agenda date:	06/11/2019	Final Action:	
Title:	Conduct a Noticed Public Hearing to adopt a resolution setting the Green Valley Open Space Maintenance District Assessment for FY2019/20; Approve the Engineer's Report; Confirm the Diagram and Assessment; and Order the Levy of Assessment for the Landscape and Lighting Maintenance Assessment District		
Governing body:	Board of Supervisors		
District:	District 2 and District 3		
Attachments:	A - Resolution, B - Engineers Report, C - SLT Land Conservation Report		

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

Public Hearing Required? Yes X No ___

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board of Supervisors:

1. Conduct a Noticed Public Hearing to adopt a resolution setting the Green Valley Open Space Maintenance District Assessment for FY2019/20;
2. Approve the Engineer's Report;
3. Confirm the Diagram and Assessment; and
4. Order the Levy of Assessment for the Landscape and Lighting Maintenance Assessment District.

SUMMARY:

Pursuant to the provision of the Landscape and Lighting Act of 1972 the Board is scheduled to conduct a duly noticed public hearing to consider the levying of an assessment in the amount of \$155.00 for FY2019/20 upon properties identified in the Engineer's Report, prepared for and approved by the Director of Resource Management (Attachment B). This represents a \$2.50 increase from last year's assessment. The Assessment District Diagram is on file with the Clerk of the Board of Supervisors.

FINANCIAL IMPACT:

This action has no impact to the County General Fund. Funding is provided through assessments levied under the Green Valley Open Space Maintenance District

The costs associated with preparing the agenda item are nominal and absorbed by the Department of Resource Management FY2018/19 Adopted Budget.

DISCUSSION:

On May 14, 2019, the Board passed two resolutions: one directing preparation of the Annual Engineer's Report (Resolution No. 2019-115) and the second resolution stating the intention to order improvements and levy assessments for the Green Valley Open Space Maintenance District (Resolution No. 2019-116). Today's actions are to hold a public hearing to consider the levying of an assessment in the amount of \$155.00 for FY2019/20 consistent with the agreement between the City of Fairfield, the County, and the Solano Land Trust.

In October 1990, the Board created the Green Valley Open Space Maintenance District following a majority vote of property owners in favor of the formation. At the same time, the Board entered into an agreement with the City of Fairfield and the Solano Land Trust which provides that: (1) the Board will levy an annual assessment in the District in an amount which will increase \$2.50 each year from 1989-90 base year of \$80; (2) the City of Fairfield will levy a special tax annually on property in the North Cordelia Community Facilities District No. 2 in the same amount per parcel as the County district assessment; and (3) the monies raised from both districts will be used by the Solano Land Trust to acquire and maintain open space lands in the Green Valley area.

The Solano Land Trust has prepared a report on the Green Valley Land Conservation Project (Attachment C). The report includes a proposed budget for FY2019/20 and a financial summary. According to the report, the SLT anticipates utilizing a portion of the assessment funds to initiate trail construction at Rockville Trails Preserve in the summer of 2019. Additionally, the SLT is continuing to monitor the Rowe conservation easement in upper Green Valley.

Public Noticing Requirement

Notice of a public hearing/Resolution 2019-116 was published at least 10 days before the scheduled hearing in the Fairfield Daily Republic, as resolved in Resolution 2019-116, adopted May 14, 2019.

ALTERNATIVES:

The Board could choose to not levy the assessment and direct staff to prepare amendments to County's 1990 agreement with the City of Fairfield and the Solano Land Trust to either reduce or terminate the assessments. Staff does not recommend this alternative since the District was supported and formed by a majority vote of the property owners within the District and the funds are being used for their intended purpose.

OTHER AGENCY INVOLVEMENT:

The City of Fairfield prepares the draft Engineer's Report and administers the program in conjunction with the Solano Land Trust under the 1990 agreement. The Department of Resource Management has reviewed the Engineer's Report and supports its adoption. The County Administrator and County Counsel have reviewed this item and concur with the recommended action.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2019 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
APPROVING ENGINEER'S REPORT, CONFIRMING DIAGRAM AND ASSESSMENT
AND ORDERING LEVY OF ASSESSMENT FOR LANDSCAPE AND LIGHTING MAINTENANCE
ASSESSMENT DISTRICT**

Green Valley Open Space Maintenance District

Whereas, the Board of Supervisors (the "Board") of the County of Solano (the "County"), State of California, by its Resolution No. 2019-115, A Resolution Directing Preparation of Annual Report, County of Solano, Green Valley Open Space Maintenance District (the "District"), designated the Director of the Resource Management Department of the County of Solano as Engineer of Work and ordered said Engineer to make and file a report for the fiscal year 2019-2020 in writing in accordance with and pursuant to the Landscaping and Lighting Act of 1972 (hereinafter the "Act"); and

Whereas, the report was duly made and filed with the Clerk of the Board of Supervisors and duly considered by this Board and found to be sufficient in every particular, whereupon it was determined that the report should stand as the Engineer's Report for all subsequent proceedings under and pursuant to the aforesaid resolution, and that June 11, 2019, at 9:00 a.m., in the regular meeting place of this Board, at 675 Texas Street, Fairfield, California, was appointed as the time and place for a hearing by this Board on the question of the levy of the proposed assessment, notice of which hearing was duly and regularly published; and

Whereas, at the appointed time and place the hearing was duly and regularly held, and all persons interested desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the levy were fully heard and considered by this Board, and all oral statements and all written protests or communications were duly heard, considered and overruled, and this Board thereby acquired jurisdiction to order the levy and the confirmation of the diagram and assessment prepared by and made a part of the Engineer's Report to pay the costs and expenses thereof.

Now, therefore, it is found, determined, resolved and ordered as follows:

1. The public interest, convenience and necessity require that the levy be made.
2. The District benefited by the improvements and to be assessed to pay the costs and expenses thereof, and the exterior boundaries thereof are as shown by a map thereof filed in the office of the Clerk to the Board, which map is made a part hereof by reference thereto.
3. The Engineer's Report as a whole and each part thereof, to wit:
 - (a) the Engineer's estimate of the itemized and total costs and expenses of maintaining the improvements and of the incidental expenses in connection therewith;
 - (b) the diagram showing the assessment district, plans and specifications for the improvements to be maintained and the boundaries and dimensions of the respective lots and parcels of land within the District; and
 - (c) the assessment of the total amount of the cost and expenses of the proposed maintenance of the improvements upon the several lots and parcels of land in the District in proportion to the estimated benefits to be received by such lots and parcels, respectively, from the maintenance, and of the expenses incidental thereto is finally approved and confirmed.
4. Final adoption and approval of the Engineer's Report as a whole, and of the plans and specifications, estimate of the costs and expenses, the diagram and the assessment, as contained in the report, as hereinabove determined and ordered, is intended to and shall refer and apply to the report, and any portion thereof as amended, modified, or revised or corrected by, or pursuant to and in accordance with, and resolution or order, if any, heretofore duly adopted or made by this Board.

5. The assessment to pay the costs and expenses of the maintenance of the improvements is hereby levied. For further particulars pursuant to the provisions of the Landscaping and Lighting Act of 1972, reference is hereby made to the Resolution Directing Preparation of Annual Report.

6. Based on the oral and documentary evidence, including the Engineer's Report, offered and received at the hearing, this Board expressly finds and determines (a) that each of the several lots and parcels of land will be specially benefited by the maintenance of the improvements at least in the amount, if not more than the amount, of the assessment apportioned against the lots and parcels of land, respectively, and (b) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, the aforesaid finding and determination as to special benefits.

7. Immediately upon the adoption of this resolution, but in no event later than the third Monday in August following its adoption, the Clerk of the Board shall file a certified copy of this resolution with the Auditor of the County of Solano. Upon such filing, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment. The assessments shall be collected at the same time and in the same manner as County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessment. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Auditor/Controller of this County.

8. Upon receipt of moneys representing assessments collected by the County, the Auditor/Controller of this County shall deposit moneys in the County Treasury to the credit of an improvement fund, which improvement fund the Auditor/Controller of this County is hereby directed to establish under the distinctive designation of the District. Moneys in the improvement fund shall be expended only for the maintenance, servicing, installation and construction of the improvements.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on June 11, 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

COUNTY OF SOLANO
GREEN VALLEY OPEN SPACE MAINTENANCE DISTRICT
(FISCAL YEAR 2019-2020)
E N G I N E E R ' S R E P O R T

CONTENTS

1.	Assessment.....	1
2.	Engineer's Cost Estimate	2
3.	Method of Apportionment of Assessment	3
4.	Certifications.....	4
5.	Assessment.....	5
6.	Assessment Diagram (separate cover)	

A S S E S S M E N T

WHEREAS, on May 14, 2019, the Board of Supervisors of the County of Solano, California, pursuant to the provisions of the Landscaping and Lighting Act of 1972 (the Act), adopted a Resolution Directing Preparation of Annual Report for the Green Valley Open Space Maintenance District;

WHEREAS, said resolution directed the undersigned to prepare and file a report pursuant to Section 22565 et seq. of said Act;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under said Act and the order of the Board of Supervisors of said County, hereby makes the following assessment to cover the portion of the estimated cost of the maintenance of said improvements and the costs and expenses incidental thereto to be paid by said district.

The amount to be paid for the maintenance of said improvements, and the expenses incidental thereto, are as shown on the cost of summary on page 2 of this report.

Reference is made to the original assessment diagram for the maintenance district dated October 2, 1990, which is hereby amended by the assessment roll contained herein.

I do hereby assess the net amount to be assessed upon all assessable lots or parcels of land within said maintenance assessment district by apportioning that amount among the several lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the maintenance of said improvements, and more particularly set forth in the list hereto attached and by reference made a part of this Assessment.

The assessment is made upon the several lots or parcels of land within the maintenance assessment district in proportion to the estimated benefits to be received by said lots or parcels, respectively, from the maintenance of said improvements. The diagram and assessment numbers appearing herein are the diagram numbers appearing on said diagram, to which reference is hereby made for a more particular description of said property.

Each lot or parcel of land assessed is described in the assessment list by reference to its parcel number as shown on the Assessor's Maps of the County of Solano for the fiscal year 2019-2020 and includes all of such parcel excepting those portions thereof within existing public roads or right of way to be acquired in these proceedings for public road purposes. For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of said County. Because the names of the several owners are unknown to me, I hereby place the word "Unknown" opposite the number of each lot or parcel of land assessed, the amount assessed thereon and the number of the assessment.

Dated: _____

Bill Emlen
Director of the Resource Management Department

COUNTY OF SOLANO
GREEN VALLEY OPEN SPACE MAINTENANCE DISTRICT

ENGINEER'S COST ESTIMATE

FISCAL YEAR 2019-2020

MAINTENANCE

(a)	Irrigation (includes water)	\$ <u>-0-</u>
(b)	Repair, removal, and replacements	\$ <u>-0-</u>
(c)	Spraying, trimming, and treatment	\$ <u>-0-</u>
(d)	Debris removal	\$ <u>-0-</u>
(e)	Electric energy	\$ <u>-0-</u>

Total Maintenance \$ -0-

CONTINGENCIES \$ 5,000.00

INCIDENTALS

(a)	Engineer's Report (Including plans & specifications)	\$ <u>150.00</u>
(b)	Printing and advertising (notices)	\$ <u>750.00</u>
(c)	Cost of Collection (County) (1%)	\$ <u>1,029.45</u>
(d)	Administration and Supervision	\$ <u>2,100.00</u>
(e)	Legal Fees	\$ <u>-0-</u>
(f)	Solano Land Trust	\$ <u>15,000.00</u>
(g)	Open Space Acquisition and Related Pre-Acquisition Costs (Appraisals, surveys, consultants Title reports, etc.)	\$ <u>84,438.05</u>

Total Incidentals \$ 103,467.50

TOTAL TO ASSESSMENT \$ 108,467.50

COUNTY OF SOLANO

GREEN VALLEY OPEN SPACE MAINTENANCE DISTRICT

METHOD OF ASSESSMENT

Because the open space areas contribute to the environment and identity shared by all residents within this district, their acquisition and maintenance is considered to be of equal benefit to each developed parcel. Therefore, the costs of the district are apportioned on an equal basis to each of the parcels within the district on which as of March 1 of a given year there is a residence or for which as of March 1 of a given year a building permit has been issued.

COUNTY OF SOLANO
GREEN VALLEY OPEN SPACE MAINTENANCE DISTRICT

CERTIFICATIONS

Fiscal Year 2019-2020

1. I, the Clerk of the Board of Supervisors of the County of Solano, California, hereby certify that the foregoing Assessment, in the amounts set forth in Column (1), with the diagram thereto attached, was filed with me on _____.

Clerk of the Board

2. I have prepared this Engineer's Report and do hereby certify that the amounts set forth in Column (2) under Estimate of Costs on page 1 of the foregoing Assessment, and the individual amounts in Column (2) under "Assessment" on the foregoing pages of this Assessment, have been recomputed in accordance with the order of the Board of Supervisors of the County of Solano, as expressed by its Resolution No. ____, duly adopted by the Board of Supervisors on _____; provided, however, that if Column (2) is blank, the figures in Column (1) were preliminarily approved without change.

Dated: _____

District Engineer

3. I, the Clerk of the Board of Supervisors or the County of Solano, California, hereby certify that this Assessment, in the amounts set forth in Column (2), unless Column (2) is blank, in which event the amounts in Column (1) apply, with the diagram thereto attached to the Assessment, was approved and confirmed by the Board of Supervisors of the County of Solano on _____ by Resolution No. ____.

Clerk of the Board

7908	25	120	34	\$155.00	RATE/LOT =	\$155.00
7908	25	120	35	\$0.00	vacant lot	
7908	25	120	36	\$155.00		
7908	25	170	33	\$155.00	COUNTY OF SOLANO	
7908	25	170	94	\$155.00	GREEN VALLEY OPEN SPACE	
7908	25	170	93	\$155.00	MAINTENANCE DISTRICT	
7908	25	170	66	\$155.00	FISCAL YEAR 2019/2020	
7908	25	170	67	\$155.00		
7908	25	170	68	\$155.00		
7908	25	170	69	\$155.00		
7908	25	170	70	\$155.00	Increase \$2.50 per year	
7908	25	170	71	\$155.00		
7908	25	170	72	\$155.00		
7908	25	170	73	\$155.00		
7908	25	170	74	\$155.00		
7908	25	180	3	\$155.00		
7908	25	180	27	\$155.00		
7908	25	180	28	\$155.00		
7908	25	180	29	\$155.00		
7908	25	180	30	\$155.00		
7908	25	180	31	\$152.50		
7908	25	180	32	\$155.00		
7908	25	180	33	\$0.00	vacant lot	
7908	25	190	2	\$155.00		
7908	25	190	3	\$155.00		
7908	25	190	6	\$155.00		
7908	25	190	12	\$155.00		
7908	25	190	13	\$155.00		
7908	25	190	14	\$155.00		
7908	25	190	15	\$155.00		
7908	25	190	18	\$155.00		
7908	25	190	19	\$155.00		
7908	25	190	20	\$155.00		
7908	25	190	22	\$0.00	vacant lot	
7908	25	190	24	\$155.00		
7908	25	190	26	\$0.00	vacant lot	
7908	25	190	30	\$0.00	vacant lot	
7908	25	190	31	\$155.00		
7908	25	200	10	\$155.00		
7908	25	200	11	\$155.00		
7908	25	200	14	\$0.00	vacant lot	
7908	25	200	15	\$155.00		
7908	25	200	16	\$155.00		
7908	25	200	17	\$155.00		
7908	25	200	20	\$155.00		
7908	25	200	21	\$155.00		
7908	25	200	22	\$155.00		
7908	25	200	23	\$155.00		
7908	25	200	24	\$155.00		
7908	25	200	25	\$155.00		
7908	25	200	26	\$155.00		
7908	25	200	27	\$155.00		
7908	25	200	28	\$155.00		
7908	25	200	29	\$155.00		
7908	147	30	1	\$155.00		
7908	147	30	2	\$155.00		

7908	147	40	1	\$155.00	
7908	147	40	4	\$155.00	
7908	147	40	5	\$155.00	
7908	147	40	6	\$0.00	city of vallejo
7908	147	40	7	\$155.00	
7908	147	40	8	\$155.00	
7908	147	40	9	\$155.00	
7908	147	40	10	\$155.00	
7908	147	40	11	\$155.00	
7908	147	40	12	\$155.00	
7908	147	40	13	\$155.00	
7908	147	40	14	\$155.00	
7908	147	40	15	\$155.00	
7908	147	40	16	\$155.00	
7908	147	40	21	\$155.00	
7908	147	40	22	\$155.00	
7908	147	60	1	\$155.00	
7908	147	60	2	\$0.00	review parcel
7908	147	60	3	\$0.00	vacant/review
7908	147	60	4	\$0.00	vacant/review
7908	147	60	5	\$0.00	review parcel
7908	147	60	6	\$155.00	
7908	147	60	7	\$0.00	vacant lot
7908	147	60	8	\$155.00	
7908	147	60	9	\$155.00	
7908	147	60	10	\$155.00	
7908	147	60	11	\$0.00	vacant lot
7908	147	60	12	\$155.00	
7908	147	60	13	\$155.00	
7908	147	60	14	\$155.00	
7908	147	60	15	\$155.00	
7908	147	60	16	\$155.00	
7908	147	60	17	\$155.00	
7908	147	60	18	\$155.00	
7908	147	60	19	\$155.00	
7908	147	60	20	\$155.00	
7908	147	60	21	\$155.00	
7908	147	60	22	\$0.00	vacant lot
7908	147	70	1	\$155.00	
7908	147	70	2	\$0.00	vacant lot
7908	147	70	3	\$155.00	
7908	147	70	6	\$155.00	
7908	147	70	7	\$0.00	vacant lot
7908	147	70	8	\$155.00	
7908	147	70	9	\$155.00	
7908	147	80	1	\$155.00	
7908	147	80	3	\$155.00	
7908	147	80	4	\$0.00	vacant lot
7908	147	80	5	\$0.00	vacant lot
7908	147	80	6	\$155.00	
7908	147	90	3	\$155.00	
7908	147	100	1	\$155.00	
7908	147	100	2	\$155.00	
7908	147	100	3	\$155.00	
7908	147	100	4	\$155.00	
7908	147	100	5	\$155.00	

7908	147	100	6	\$155.00	
7908	147	100	7	\$155.00	
7908	147	100	8	\$155.00	
7908	147	100	9	\$155.00	
7908	147	100	10	\$155.00	
7908	147	100	11	\$155.00	
7908	147	100	12	\$155.00	
7908	147	100	13	\$155.00	
7908	147	100	14	\$155.00	
7908	147	100	15	\$155.00	
7908	147	100	16	\$155.00	
7908	147	100	17	\$155.00	
7908	147	100	18	\$0.00	vacant lot
7908	147	100	19	\$155.00	
7908	147	100	20	\$155.00	
7908	147	100	21	\$155.00	
7908	147	100	22	\$155.00	
7908	147	100	23	\$155.00	
7908	147	100	24	\$155.00	
7908	147	100	25	\$155.00	
7908	147	110	1	\$155.00	
7908	147	110	2	\$155.00	
7908	147	110	3	\$155.00	
7908	147	110	4	\$155.00	
7908	147	110	5	\$155.00	
7908	147	110	6	\$155.00	
7908	147	110	7	\$0.00	vacant lot
7908	147	110	8	\$155.00	
7908	147	110	9	\$155.00	
7908	147	110	10	\$155.00	
7908	147	110	11	\$155.00	
7908	147	110	12	\$155.00	
7908	147	110	13	\$155.00	
7908	147	110	14	\$155.00	
7908	147	110	15	\$155.00	
7908	147	110	16	\$155.00	
7908	147	110	17	\$155.00	
7908	147	110	18	\$155.00	
7908	147	110	19	\$155.00	
7908	147	110	20	\$155.00	
7908	147	110	21	\$155.00	
7908	147	110	22	\$155.00	
7908	147	110	23	\$155.00	
7908	147	110	24	\$155.00	
7908	147	110	25	\$155.00	
7908	147	110	26	\$155.00	
7908	147	110	27	\$155.00	
7908	147	110	28	\$155.00	
7908	147	110	29	\$155.00	
7908	147	110	30	\$155.00	
7908	147	110	31	\$155.00	
7908	147	110	32	\$155.00	
7908	147	110	33	\$155.00	
7908	147	110	34	\$155.00	
7908	147	110	35	\$155.00	
7908	147	110	36	\$155.00	

7908	147	110	37	\$155.00	
7908	147	121	1	\$155.00	
7908	147	121	2	\$155.00	
7908	147	121	3	\$155.00	
7908	147	121	4	\$155.00	
7908	147	122	1	\$0.00	vacant lot
7908	147	122	2	\$155.00	
7908	147	122	3	\$155.00	
7908	147	122	4	\$0.00	vacant lot
7908	147	122	5	\$155.00	
7908	147	122	6	\$155.00	
7908	147	122	7	\$155.00	
7908	147	123	1	\$155.00	
7908	147	123	2	\$155.00	
7908	147	123	3	\$155.00	
7908	147	123	4	\$155.00	
7908	147	123	5	\$155.00	
7908	147	123	6	\$155.00	
7908	147	123	7	\$0.00	vacant lot
7908	147	123	8	\$155.00	
7908	147	123	9	\$155.00	
7908	147	123	10	\$155.00	
7908	147	123	11	\$155.00	
7908	147	123	12	\$155.00	
7908	147	123	13	\$155.00	
7908	147	123	14	\$155.00	
7908	147	123	15	\$155.00	
7908	147	123	16	\$155.00	
7908	147	123	17	\$155.00	
7908	147	123	18	\$155.00	
7908	147	123	19	\$155.00	
7908	147	123	20	\$0.00	vacant lot
7908	147	131	1	\$152.50	
7908	147	131	2	\$155.00	
7908	147	131	3	\$155.00	
7908	147	131	4	\$155.00	
7908	147	131	5	\$155.00	
7908	147	131	6	\$155.00	
7908	147	131	7	\$155.00	
7908	147	131	8	\$155.00	
7908	147	131	9	\$155.00	
7908	147	131	10	\$155.00	
7908	147	131	11	\$155.00	
7908	147	131	12	\$155.00	
7908	147	131	13	\$155.00	
7908	147	131	14	\$155.00	
7908	147	131	15	\$155.00	
7908	147	131	16	\$155.00	
7908	147	131	17	\$155.00	
7908	147	131	18	\$155.00	
7908	147	131	19	\$155.00	
7908	147	131	20	\$155.00	
7908	147	131	21	\$155.00	
7908	147	131	22	\$155.00	
7908	147	131	23	\$155.00	
7908	147	131	24	\$155.00	

7908	147	131	25	\$155.00	
7908	147	131	26	\$155.00	
7908	147	131	27	\$0.00	vacant lot
7908	147	131	28	\$0.00	vacant lot
7908	147	131	29	\$0.00	vacant lot
7908	147	131	30	\$0.00	vacant lot
7908	147	132	1	\$0.00	vacant lot
7908	147	132	2	\$0.00	vacant lot
7908	147	132	3	\$155.00	
7908	147	132	4	\$155.00	
7908	147	132	5	\$155.00	
7908	147	132	6	\$155.00	
7908	147	132	7	\$155.00	
7908	147	132	8	\$155.00	
7908	147	132	9	\$155.00	
7908	147	132	10	\$0.00	vacant lot
7908	147	132	11	\$155.00	
7908	147	132	12	\$155.00	
7908	147	141	1	\$155.00	
7908	147	141	2	\$155.00	
7908	147	141	3	\$155.00	
7908	147	141	4	\$155.00	
7908	147	141	5	\$155.00	
7908	147	142	1	\$155.00	
7908	147	142	2	\$155.00	
7908	147	142	3	\$155.00	
7908	147	142	4	\$155.00	
7908	147	142	5	\$155.00	
7908	147	142	6	\$152.50	
7908	147	142	7	\$155.00	
7908	147	142	8	\$155.00	
7908	147	142	9	\$155.00	
7908	147	142	10	\$155.00	
7908	147	142	11	\$155.00	
7908	147	142	12	\$155.00	
7908	147	142	13	\$155.00	
7908	147	142	14	\$155.00	
7908	147	142	15	\$155.00	
7908	147	142	16	\$155.00	
7908	147	142	17	\$0.00	vacant lot
7908	147	142	18	\$155.00	
7908	147	142	19	\$155.00	
7908	147	142	20	\$155.00	
7908	147	142	21	\$155.00	
7908	147	142	22	\$155.00	
7908	147	142	23	\$155.00	
7908	147	142	24	\$155.00	
7908	147	142	25	\$155.00	
7908	147	143	1	\$155.00	
7908	147	143	2	\$155.00	
7908	147	143	3	\$155.00	
7908	147	143	4	\$155.00	
7908	147	143	5	\$155.00	
7908	147	143	6	\$155.00	
7908	147	143	7	\$155.00	
7908	147	143	8	\$155.00	

7908	147	143	9	\$0.00	vacant lot
7908	147	143	10	\$155.00	
7908	147	143	11	\$155.00	
7908	147	143	12	\$155.00	
7908	147	143	13	\$155.00	
7908	147	143	14	\$155.00	
7908	147	143	15	\$155.00	
7908	147	143	16	\$155.00	
7908	147	143	17	\$155.00	
7908	147	143	18	\$155.00	
7908	147	143	19	\$0.00	vacant lot
7908	147	143	20	\$155.00	
7908	147	143	21	\$0.00	vacant lot
7908	147	143	22	\$155.00	
7908	147	143	23	\$155.00	
7908	147	143	24	\$155.00	
7908	147	143	25	\$155.00	
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7908	153	50	8	\$155.00	
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7908	153	50	12	\$0.00	vacant lot
7908	153	50	13	\$155.00	

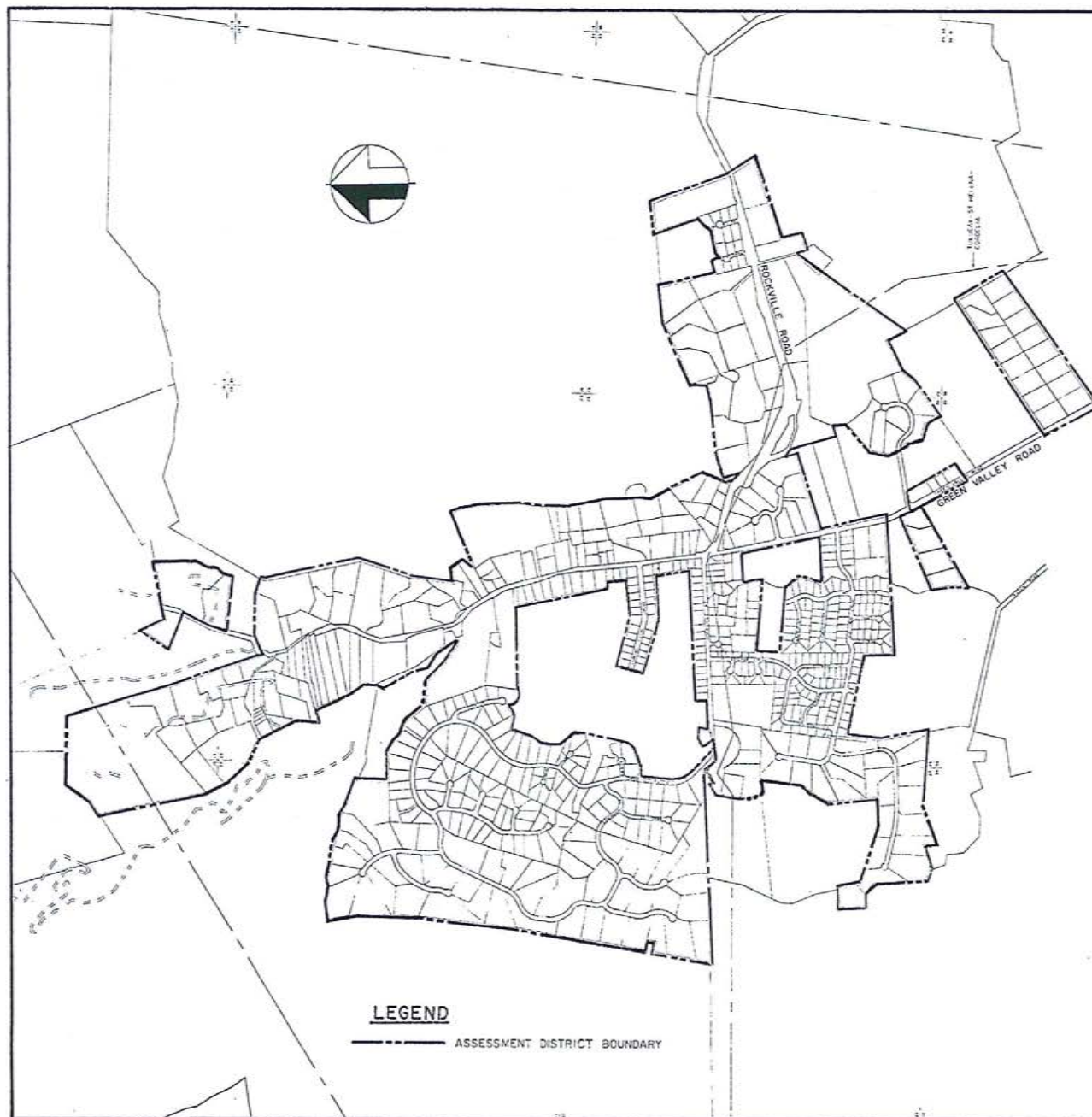
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7908	153	210	14	\$0.00	vacant lot
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7908	153	270	14	\$155.00	
7908	153	270	15	\$155.00	

\$108,467.50

FILED IN THE OFFICE OF THE COUNTY CLERK,
THIS 2 DAY OF OCTOBER, 1990.

NEIL CRAWFORD
County Clerk RES. 90-260



LEGEND

----- ASSESSMENT DISTRICT BOUNDARY

**GREEN VALLEY OPEN SPACE
MAINTENANCE DISTRICT**

COUNTY OF SOLANO, CALIFORNIA

SCALE: 1" = 1000'

APRIL 1990

SHEET 1 OF 1

Green Valley Land Conservation Project Twenty-eighth Annual Report and Proposed 2019-20 Budget to the Solano County Board of Supervisors

Introduction

This document is the 28th annual report since the establishment of the Green Valley Land Conservation project. In 1990, the City of Fairfield, County of Solano and residents of the rural Green Valley community finalized a unique agreement designed to foster the preservation of a viable agricultural base and maintain open space within Green Valley. In order to accomplish these goals, the Green Valley community voted to assess itself in order to generate funds for the acquisition of property and easements of open space and agricultural land, and, where necessary, to maintain the same. The City of Fairfield maintains the funds in a separate, interest-bearing account, and provides matching monies from a City-sponsored Mello-Roos tax district, the proceeds of which are to be used in the Green Valley area.

Purpose and Area Served

The purpose of the Green Valley Land Conservation Project is to preserve a viable agricultural industry and open space amenities within Green Valley. The service area for the Green Valley Project was set by the Green Valley settlement agreement and an agreement between the City of Fairfield, County of Solano and the non-profit Solano Land Trust (SLT), formerly known as Solano County Farmlands & Open Space Foundation. It is defined as follows:

“Beginning at the point where State Route 12 crosses the Napa-Solano County line, north and east along the Napa-County line to Suisun Valley Road, then south along Suisun Valley Road to Interstate 80, west to State Route 12, then west to the point of the beginning.”

The City and County have contracted with SLT to serve as trustee for the community in carrying out this project. Responsibilities include administrative functions reasonably related to the project purpose, and to hold title, easements, or less-than-fee interest in lands involved in the project area. The Board of Directors of SLT has established priorities based on advice from the Green Valley Landowners' Association as follows:

1. Floor of middle Green Valley,
2. Lands east of Green Valley and west of the floor of Green Valley,
3. More remote and rugged lands west, north and east of Green Valley, and
4. Other lands within the service area.

Tools for Conservation

The underlying concept of the project is voluntary cooperation. This is based on the assumption that the idea of agricultural and open space conservation coupled with available funding and the ability to pay market prices will prove attractive to landowners and they will participate voluntarily. All acquisitions by SLT require a willing seller. SLT does not have the right to use eminent domain proceedings to take property from unwilling sellers.

There are two categories of tools available to SLT to accomplish the Green Valley Project purposes, acquisition of fee simple interest and acquisition of conservation easements. Acquisition of conservation easements does not require public access to property. In addition, the property remains in private hands and on the tax rolls:

- *Fee Simple:* purchase of, or receipt of donation of, the fee title to land
- *Conservation Easement:* purchase of, or receipt of donation of, development rights to land

As part of the Green Valley settlement agreement, SLT expanded its Board to include two representatives of the Green Valley Landowners Association (GVLA). In September 2012, SLT revised its board structure to provide balanced representation of five groups, including public sector, agriculture, resource conservation, business community, and members-at-large. One of the at-large directors continues to be appointed by the GVLA board. The current GVLA representative is Mr. David Eimrol.

Green Valley Activities in 2018-19

The primary accomplishments of the past fiscal year were in the following areas:

1. Acquisition Projects and Project Development

Rockville Trail Preserve- the Solano County Board of Supervisors approved the CEQA documents for Rockville Trails Preserve and issued a Project Planning Overlay in 2017, which provides guidelines to follow moving forward with construction and implementation of the property as a public open space. SLT has been working with a trail designer to finalize trail designs and will be using a portion of GVOSMD funds, along with City of Fairfield CFD #2 funds, to initiate new trail construction in the Summer of 2019. Fundraising for the parking lot and other infrastructure will continue through 2020, with the goal of construction in 2020.

SLT continues to follow discussions regarding the Vallejo Lakes property with the GVLA, Solano County and the City of Vallejo. The Vallejo Lakes property is important grazing land, high quality habitat, and would be another vital piece in the regional trail connection puzzle. Vallejo Lakes has a mix of oak woodland habitat and grassland containing dozens of species of special concern.

2. Conservation Easement Monitoring

During the past year, Tracy Ellison, SLT's Conservation Program Manager, monitored the Rowe conservation easement.

3. Coordination with GVLA

David Eimrel is the GVLA representative on the SLT Board (since 2015), and is chair of SLT's Audit Committee. SLT, David and GVLA Board President, Roger Merrill meet, as needed, to discuss opportunities for SLT and GVLA coordination and make sure the public is aware of pertinent information regarding Rockville Trails.

4. Open Space Planning Effort

SLT completed its Solano Natural Areas Protection (SNAP) Plan in 2015 to prioritize its agricultural and natural resource protection work in the future. The SNAP Plan will be a companion plan to SLT's

Agricultural Conservation Easement Plan developed in 2002 that established priorities for protection of agricultural land in the county. Through the year there were continued efforts to identify those priority lands for landowner outreach and direct SLT's conservation work.

5. Agricultural Conservation Easement Planning

Over the past year, SLT continued work to identify high priority agricultural lands in Solano County through the creation of the SNAP tool, including lands in the Green Valley area.

6. Additional Conservation Activities Taking Place in the Green Valley

In 2018, SLT began talks with one Green Valley landowner that is a participant of the Middle Green Valley Specific Plan and in need of a conservation easement on his/her land. These talks will lay the ground work for all future easement needs. SLT has continued to stay in communication with County Planners as it relates to the Sales Participant Agreement and County needs. This project continues to move forward in 2019 with the potential close of a conservation easement in Green Valley by end of 2019

Green Valley Land Conservation Project – 2018-19 Financial Summary

The FY 18-19 financial summary for the Green Valley Open Space Maintenance District and the financial summary for the North Cordelia Facility District – CFD#2 are included as Attachment A. The proposed FY 19-20 budget for GVOS is summarized in Attachment B.

For further information regarding the Green Valley Land Conservation Project contact Nicole Braddock, Executive Director of Solano Land Trust, 700 Main Street, Suite 210, Suisun City CA, 94585.

Attachment A.

SOLANO LAND TRUST
GREEN VALLEY LAND CONSERVATION PROJECT
GVOS FINANCIAL SUMMARY FY 18-19 (as of 5/23/2019)

I. Green Valley Open Space Maintenance District (Fund 589)

REVENUES

Tax Receipts, 2018-2019	104,615
Interest, 2018-2019	<u>11,978</u>
Subtotal	116,593

EXPENSES

Trust Project Expenses	14,141
Solano County Collection Charges	1,068
City Engineer Report & Admin	2,250
City Finance/audit costs	<u>462</u>
Subtotal	17,921

ACQUISITION RESERVE FUND

Fund Balance, July 1, 2018	739,421
Net Revenue, 2018-2019	<u>98,672</u>
Reserve Fund Balance, May 23, 2019	838,093

Operating Balance at end of year	<u>10,000</u>
Total Cash Balance Fund 589 May 23, 2019	848,093

II. North Cordelia Community Facility District - CFD#2 (Fund 326)
FY 18-19 (as of 5/23/19)

REVENUES

Tax Receipts, 2018-2019	489,507
Interest, 2018-2019	<u>18,174</u>
subtotal	507,681

EXPENSES

Trust Project Expenses	61,911
Solano County Collection Charges	4,995
City Finance/audit costs	<u>4,968</u>
subtotal	71,874

ACQUISITION RESERVE FUND

Fund Balance, July 1, 2018	1,332,503
Net Revenue, 2018-2019	<u>435,807</u>
Reserve Fund Balance, May 23, 2019	1,768,310

Operating Balance at end of year	<u>10,000</u>
Total Cash Balance Fund 326 May 23, 2019	1,778,310

Total Acquisition Reserve Fund from both funds, July 1, 2018:	2,071,924
Total Acquisition Reserve Fund from both funds, May 23, 2019:	2,606,403

Attachment B.

**SOLANO LAND TRUST
FY 19-20 PROPOSED GVOS BUDGET**

**GREEN VALLEY OPEN SPACE MAINTENANCE DISTRICT
FOR THE GREEN VALLEY LAND CONSERVATION PROJECT**

I. Green Valley Open Space Maintenance District (Fund 589)

REVENUES:

Tax Receipts, 2019-2020	106,000
Interest, 2019-2020	<u>10,000</u>
subtotal	116,000

EXPENSES

Rockville Trails – Trail Construction	84,596
Trust Project Expenses	14,883
Solano County Collection Charges	1,100
City Engineer Report & Admin	2,250
City Finance/audit costs	<u>526</u>
subtotal	103,355

ACQUISITION RESERVE FUND

Fund Balance, July 1, 2019	838,093
Net Revenue, 2019-2020	<u>12,645</u>
Reserve Fund Balance, June 30, 2020	850,738

Operating Balance at end of year	<u>10,000</u>
Total Cash Balance Fund 589 June 30, 2020	860,738



Solano County

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

Agenda Submittal

Agenda #:	20	Status:	Regular Calendar
Type:	Resolution	Department:	County Administrator
File #:	19-472	Contact:	Magen Yambao, 784-1969
Agenda date:	06/11/2019	Final Action:	
Title:	Conduct a noticed public hearing on the amendment of the user fee schedule for Resource Management's Surveyor and County Engineering Division's Exhibit III-E; and Adopt a resolution to revise the fee schedule amending Exhibit III-E that establishes and modifies various fees, effective July 1, 2019		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Proposed Amended Exhibit III - E and Resolution, B - Exhibit III-E Approved 5-7-19, C - Notice of Public Hearing		

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

Public Hearing Required? Yes ☒ No ☐

DEPARTMENTAL RECOMMENDATION:

The County Administrator recommends that the Board of Supervisors:

- 1) Conduct a noticed public hearing on the amendment of user fee schedule for Resource Management's Surveyor and County Engineering Division's Exhibit III - E; and
- 2) Adopt a resolution to revise the fee schedule amending Exhibit III-E that establishes and modifies various fees, effective July 1, 2019.

SUMMARY/DISCUSSION:

On May 7, 2019 the Board of Supervisors (Board) approved the updates and revisions to the countywide user fee schedules for FY2019/20. The County Administrator's Office facilitated and supported County departments in the update of their fees. The Board approved fourteen fee exhibits included in Chapter 11 of the Solano County Code to reflect updated salary/benefit costs and programmatic changes. In addition, the Nut Tree Airport fee exhibit (Exhibit XX) included in Chapter 2.4 of the Solano County Code was revised to reflect fees that are tied to the productive hourly rate, comparable market rates and new development application fees.

After the Board approval, it was discovered that there were fees omitted from Resource Management's Surveyor and County Engineering Division's Exhibit III-E. The May 7 agenda included the notice of publication and departmental summary that reflected the fees but the exhibit (Attachment B) did not include several fees. The Board needs to approve the proposed amended Exhibit III-E to charge the revised user fees. (Attachment A)

FINANCIAL IMPACT:

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

The proposed amended Exhibit III-E reflects the fee revisions, and therefore, adjustments in the department's revenue should the Board adopt the resolution.

ALTERNATIVES:

The Board may choose to not approve the amended exhibit. This is not recommended as it would prohibit the department from charging the revised fees.

OTHER AGENCY INVOLVEMENT:

The County Administrator's Office consulted County Counsel to rectify the omission and the Resource Management in correcting the fees as detailed in Exhibit III-E. Public Notice of the proposed fee schedule revisions was published in the Daily Republic on June 1 and June 6, 2019.

RESOLUTION NO. 2019 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS ADOPTING
REVISED FEE SCHEDULE FOR RESOURCE MANAGEMENT
SURVEYOR AND COUNTY ENGINEERING DIVISION**

Whereas, the laws of the State of California and the provisions of the Solano County Code authorize the Solano County Board of Supervisors to establish and adjust fees that the County Resource Management Surveyor and County Engineering Division proposes.

Resolved, the Solano County Board of Supervisors adopts the fees set forth in attached Exhibit III-E to Solano County Code section 11-110.4, to be effective on July 1, 2019.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on June 11, 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

COUNTY OF SOLANO
COST AND RECOMMENDED FEE SCHEDULE
FY2019/20

RESOURCE MANAGEMENT - PUBLIC WORKS, ENGINEERING AND SURVEYOR
EXHIBIT III-E

Ref. #	Service	Estimated No of Units 2019/20	Current Fee Per Unit	Actual Cost per Unit	Rec'md. Fee/Unit 2019/20	New Fee	Revised Fee	Fee Authority	Description/Exception
SURVEYOR/ENGINEER DIVISION									
1904-02	Civil Engineer Hourly Rate	N/A	\$127	\$131.42	\$131		X	Gov. Code § 66451.2	Average weighted hourly rate. Actual rate will be charged per individual employee at the time of service.
1904-04	Map Check: Parcel	6	\$1,570	\$1,579.03	\$1,579		X	Gov. Code § 66451.2	*First two sheets; additional sheets are \$750; separate map sheets or supplemental documents are \$150
1904-05	Map Check: Record of Survey	40	\$895	\$904.57	\$905		X	Gov. Code § 27372	*First sheet; additional sheets are \$435
1904-06	Map Check: Subdivisions	2	\$1,125	\$1,125.87	\$1,125			Gov. Code § 66451.2	*First sheet; additional sheets are \$490; separate map sheets or supplemental documents are \$115
1904-12	Map Reproduction-Mylar and Vellum up to 18" X 26" sheets	50	\$60	\$65.19	\$60			Gov. Code § 66451.2	Fee is per map. \$6.45 per square foot for larger sheets
1904-15	Map Reproduction-Microfilm & Blackline 18" X 26" sheets	0	\$30	\$32.60	\$30			Gov. Code § 66451.2	Fee is per map. \$3.50 per square foot for larger sheets
1904-15a	Map Reproduction - Emailed electronic copy	85	N/A	\$24.45	\$24	X		Gov. Code § 66451.2	Fee is per map.
1904-19	Record of Survey, Parcel Map: Indexing - first sheet	31	\$5	N/A	\$5			Gov. Code § 27372	Amount fixed by code.
1904-19b	Record of Survey, Parcel Map: Indexing - additional sheets	29	\$2	N/A	\$2			Gov. Code § 27372	Amount fixed by code.
1904-20	Map Amendment, Correction & Survey Filing	2	\$5	N/A	\$5			Gov. Code § 27372	Amount fixed by code.
1904-21	Filing of Corner Record	30	\$6	\$244.48	\$6			B&P Code § 8773.2	Amount fixed by code.
1904-26	County Surveyor Hourly Rate	N/A	\$144	\$133.58	\$134		X	Gov. Code § 66451.2	Weighted hourly rate. Actual rate will be charged per individual employee at the time of service.
1904-36	Engineering Technician Hourly Rate	N/A	\$111	\$97.79	\$98		X	Gov. Code § 66451.2	Average weighted hourly rate. Actual rate will be charged per individual employee at the time of service.
ROADS DIVISION									
3010-01	Encroachment Permit	100	\$469 & \$704	471.25 & 746.91	\$469 & 747		X	Street & Hwy Code § 1460 Cal. Const. Art. XI, § 7	*Fee listed is for standard permits, including single-family residential driveways. The fee is \$747 for major permits involving trenching in the roadway, traffic control, commercial driveways or other complex items. The fee for annual permits is \$120 per 1/10 mile, plus \$0.23 per foot under 1/10 mile; adjoining owners, public utilities and public agencies are exempt.
3010-05	Subdivision Plan Check & Inspection	0	\$2,673	\$2,748.70	\$2,749		X	GC65104	*

COUNTY OF SOLANO
COST AND RECOMMENDED FEE SCHEDULE
FY2019/20

RESOURCE MANAGEMENT - PUBLIC WORKS, ENGINEERING AND SURVEYOR
EXHIBIT III-E

Ref. #	Service	Estimated No of Units 2019/20	Current Fee Per Unit	Actual Cost per Unit	Rec'md. Fee/Unit 2019/20	New Fee	Revised Fee	Fee Authority	Description/Exception
3010-08	Road Vacation Application Processing	0	\$3,236	\$3,243.03	\$3,236			Streets & Highways Code § 8321	*
3010-09	Transportation Permit-Trip	415	\$37	\$39.12	\$16		X	Cal Veh. Code § 35795	Amount capped at Caltrans current permit fee by Vehicle Code.
3010-10	Transportation Permit-Annual	115	\$65	\$74.32	\$65			Cal Veh. Code § 35795	Amount capped at Caltrans current permit fee by Vehicle Code.
3010-11	Assembly Permits	4	\$563	\$563.81	\$563			Cal. Const. Art. XI, § 7	Non-profit organizations are exempt
3010-12	Renaming of Private Road	0	\$492	\$495.41	\$492			Cal. Const. Art. XI, § 7	
3010-22	Installation of Private Road Signs	1	\$491	\$495.41	\$491			Cal. Const. Art. XI, § 7	
3010-22a	Private Road Sign Replacement - Special trip	0	\$438	\$450.37	\$450		X	Cal. Const. Art. XI, § 7	
3010-22b	Private Road Sign Replacement - Routine	0	\$308	\$307.74	\$308			Cal. Const. Art. XI, § 7	
3010-23a	Use Permit Review	30	\$432	\$437.99	\$432			Gov Code 65909.5	*
3010-23b	Use Permit Review - Agriculture	4	N/A	\$141.29	\$141	X		Gov Code 65909.5	*
3010-23c	Use Permit Review - Amendment	2	N/A	\$282.58	\$283	X		Gov Code 65909.5	*
3010-23d	Use Permit Review - Extension	13	N/A	\$282.58	\$283	X		Gov Code 65909.5	*
3010-23e	Use Permit Review - Minor Revision	6	N/A	\$282.58	\$283	X		Gov Code 65909.5	*
3010-24a	General Plan Amendment	0	\$360	\$367.35	\$360			Gov Code 65104 and 66014	*
3010-25a	Zoning Amendment	1	\$360	\$363.63	\$360			Gov Code 65909.5	*
3010-27a	Minor Subdivision: Tentative Map	10	\$1,008	\$1,068.66	\$1,069		X	Gov. Code § 66451.2	*
3010-27b	Minor Subdivision: Review Revised Map	3	\$432	\$434.14	\$432			Gov. Code § 66451.2	*
3010-27c	Minor Subdivision: Review Map Extension	1	\$432	\$434.14	\$432			Gov. Code § 66451.2	*
3010-27d	Minor Subdivision: Parcel Map Waiver	1	N/A	\$267.17	\$267	X		Gov. Code § 66451.2	*
3010-28a	Major Subdivisions: Tentative Map	1	\$2,110	\$2,128.32	\$2,128		X	Gov. Code § 66451.2	*
3010-28b	Major Subdivisions: Review Revised Map	1	\$1,440	\$1,441.14	\$1,440			Gov. Code § 66451.2	*
3010-28c	Major Subdivisions: Review Map Extension	1	\$1,440	\$1,441.14	\$1,440			Gov. Code § 66451.2	*
3010-29	Lot Line Adjustment	10	\$774	\$824.61	\$825		X	Gov. Code § 66451.2	*
3010-30	Building Envelope Review	0	\$432				DELETE	California Building Code section 109	Service is provided through a grading permit fee or a subdivision review fee
3010-33	Building Permit Checklist Review	90	\$115	\$122.24	\$122		X	California Building Code section 109	
3010-34	Oil and Gas Well Drilling Security	0	\$667	\$667.83	\$667			Cal. Const. art. XI, § 7	

COUNTY OF SOLANO
COST AND RECOMMENDED FEE SCHEDULE
FY2019/20

RESOURCE MANAGEMENT - PUBLIC WORKS, ENGINEERING AND SURVEYOR
EXHIBIT III-E

Ref. #	Service	Estimated No of Units 2019/20	Current Fee Per Unit	Actual Cost per Unit	Rec'md. Fee/Unit 2019/20	New Fee	Revised Fee	Fee Authority	Description/Exception
3010-35	Certificate of Compliance	8	\$563	\$567.73	\$563			Gov. Code § 66451.2	*
3010-36	Grading Permit Application/Determin	65	\$159	\$159.23	\$159		X	California Building Code section 109	
3010-37	Grading Permit (Minor)	31	\$890	\$894.52	\$890			California Building Code section 109	*
3010-38	Grading Permit (Major)	31	\$2,176	\$2,244.04	\$2,244		X	California Building Code section 109	*
3010-39	Land Leveling Permit	0	\$826	\$827.00	\$826			California Building Code section 109	*
3010-40	Flood Zone Determination	0	\$58	\$58.67	\$58			California Building Code section 109	
3010-41	Environmental Review of Initial Study	1	\$229	\$247.25	\$247		X	PRC 21089(a)	*
3010-41a	Environmental Review Negative Declaration	1	N/A	\$141.29	\$141	X		PRC 21089(a)	*
3010-41b	Environmental Review Mitigation Monitoring	1	N/A	\$141.29	\$141	X		PRC 21089(a)	*
3010-41c	Environmental Impact Report	0	N/A	\$423.86	\$424	X		PRC 21089(a)	*
3010-42	Marsh Development Permit	1	\$211	\$211.93	\$211			PRC 29520(b)	* Planning Commission review is \$575 minimum deposit
3010-42	Marsh Development Permit with Use Permit	1	N/A	\$211.93	\$211	X		PRC 29520(b)	
3010-42	Marsh Development Permit Zoning Administrator Revision	1	N/A	\$211.93	\$211	X		PRC 29520(b)	
3010-42	Marsh Development Permit Planning Commission Revision	1	N/A	\$211.93	\$211	X		PRC 29520(b)	
3010-43	Construction Plans and Specifications	0	\$40	\$0.00	\$40			California Building Code section 109	Fee is for construction specifications with 120 or fewer pages. Specifications with more than 120 pages cost \$50 per set. Oversize plan sheets cost \$4 per sheet.
3010-44	Permit Non-Compliance Investigation (hourly rate)	N/A	\$134	\$134.62	\$134			Cal. Const. art. XI, § 7	Fee charged per hour for investigation of permit non- compliance and issuance of a Notice of Violation.
3010-45	Administrative Permit - General	4	N/A	\$141.29	\$141	X		Gov 65909.5	
3010-45a	Administrative Permit - Agriculture	0	N/A	\$141.29	\$141	X		Gov 65909.5	
3010-46	Development Agreement	0	N/A	\$2,119.31	\$2,119	X		Gov 65104	*
3010-46a	Development Agreement - Revision	0	N/A	\$706.44	\$706	X		Gov 65104	*
3010-47	Performance Standards	1	N/A	\$282.58	\$283	X		Gov 65909.5	
3010-48	Policy Plan Overlay	0	N/A	\$274.87	\$275	X		Gov 65909.5	*

**COUNTY OF SOLANO
COST AND RECOMMENDED FEE SCHEDULE
FY2019/20**

**RESOURCE MANAGEMENT - PUBLIC WORKS, ENGINEERING AND SURVEYOR
EXHIBIT III-E**

Ref. #	Service	Estimated No of Units 2019/20	Current Fee Per Unit	Actual Cost per Unit	Rec'md. Fee/Unit 2019/20	New Fee	Revised Fee	Fee Authority	Description/Exception
3010-48a	Policy Plan Overlay - Minor Revision	0	N/A	\$274.87	\$275	X		Gov 65909.5	*
3010-49	Sign Permit	1	N/A	\$141.29	\$141	X		Gov 65909.5	
3010-50	Specific Plan Review	0	N/A	\$549.74	\$552	X		Gov 65909.5	*
3010-51	Variance Permit Review	1	N/A	\$141.29	\$141	X		Gov 65909.5	
3010-51a	Variance Permit Review Minor Revision	0	N/A	\$141.29	\$141	X		Gov 65909.5	
3010-52	Pre-application Land Use Review	12	N/A	\$211.93	\$212	X		Gov 65909.5	
3010-53	Civil Engineer Hourly Rate	N/A	N/A	\$131.42	\$131	X		Gov 65909.5	For research, activity not specified in fee schedule or amount in excess of fee.
3010-54	County Surveyor Hourly Rate	N/A	N/A	\$133.58	\$134	X		Gov 65909.5	For research, activity not specified in fee schedule or amount in excess of fee.
3010-55	Engineering Technician Hourly Rate	N/A	N/A	\$97.79	\$98	X		Gov 65909.5	For research, activity not specified in fee schedule or amount in excess of fee.

*

The amount listed is the minimum deposit. An additional deposit will be taken for applications requiring extensive review. The applicant will be charged for the actual cost of performing the work.

RESOLUTION NO. 2019 - 90

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS ADOPTING
REVISED FEE SCHEDULE FOR RESOURCE MANAGEMENT
SURVEYOR AND COUNTY ENGINEERING DIVISION**

Whereas, the laws of the State of California and the provisions of the Solano County Code authorize the Solano County Board of Supervisors to establish and adjust fees that the County Resource Management Surveyor and County Engineering Division proposes.


Resolved, the Solano County Board of Supervisors adopts the fees set forth in attached Exhibit III-E to Solano County Code section 11-110.4, to be effective on July 1, 2019.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on May 7, 2019 by the following vote:

AYES:	SUPERVISORS	<u>Brown, Spering, Vasquez, Thomson</u> <u>and Chairwoman Hannigan</u>
NOES:	SUPERVISORS	<u>None.</u>
EXCUSED:	SUPERVISORS	<u>None.</u>


 ERIN HANNIGAN, Chairwoman
 Solano County Board of Supervisors

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

By: 
 Jeanette Neiger, Chief Deputy Clerk

**COUNTY OF SOLANO
COST AND RECOMMENDED FEE SCHEDULE
FY2019/20**

**RESOURCE MANAGEMENT - PUBLIC WORKS, ENGINEERING AND SURVEYOR
EXHIBIT III-E**

Ref. #	Service	Estimated No of Units 2019/20	Current Fee Per Unit	Actual Cost per Unit	Rec'md. Fee/Unit 2019/20	New Fee	Revised Fee	Fee Authority	Description/Exception
3010-22b	Private Road Sign Replacement - Routine	0	\$308	\$307.74	\$308			Cal. Const. Art. XI, § 7	
3010-23a	Use Permit Review	30	\$432	\$437.99	\$432			Gov Code 65909.5	*
3010-23b	Use Permit Review - Agriculture	4	N/A	\$141.29	\$141	X		Gov Code 65909.5	*
3010-23c	Use Permit Review - Amendment	2	N/A	\$282.58	\$283	X		Gov Code 65909.5	*
3010-23d	Use Permit Review - Extension	13	N/A	\$282.58	\$283	X		Gov Code 65909.5	*
3010-23e	Use Permit Review - Minor Revision	6	N/A	\$282.58	\$283	X		Gov Code 65909.5	*
3010-24a	General Plan Amendment	0	\$360	\$367.35	\$360			Gov Code 65104 and 66014	*
3010-25a	Zoning Amendment	1	\$360	\$363.63	\$360			Gov Code 65909.5	*
3010-27a	Minor Subdivision: Tentative Map	10	\$1,008	\$1,068.66	\$1,069		X	Gov. Code § 66451.2	*
3010-27b	Minor Subdivision: Review Revised Map	3	\$432	\$434.14	\$432			Gov. Code § 66451.2	*
3010-27c	Minor Subdivision: Review Map Extension	1	\$432	\$434.14	\$432			Gov. Code § 66451.2	*
3010-27d	Minor Subdivision: Parcel Map Waiver	1	N/A	\$267.17	\$267	X		Gov. Code § 66451.2	*
3010-28a	Major Subdivisions: Tentative Map	1	\$2,110	\$2,128.32	\$2,128		X	Gov. Code § 66451.2	*
3010-28b	Major Subdivisions: Review Revised Map	1	\$1,440	\$1,441.14	\$1,440			Gov. Code § 66451.2	*
3010-28c	Major Subdivisions: Review Map Extension	1	\$1,440	\$1,441.14	\$1,440			Gov. Code § 66451.2	*
3010-29	Lot Line Adjustment	10	\$774	\$824.61	\$825		X	Gov. Code § 66451.2	*
3010-30	Building Envelope Review	0	\$432				DELETE	California Building Code section 109	Service is provided through a grading permit fee or a subdivision review fee
3010-33	Building Permit Checklist Review	90	\$115	\$122.24	\$122		X	California Building Code section 109	
3010-34	Oil and Gas Well Drilling Security	0	\$667	\$667.83	\$667			Cal. Const. art. XI, § 7	

**COUNTY OF SOLANO
COST AND RECOMMENDED FEE SCHEDULE
FY2019/20**

**RESOURCE MANAGEMENT - PUBLIC WORKS, ENGINEERING AND SURVEYOR
EXHIBIT III-E**

Ref. #	Service	Estimated No of Units 2019/20	Current Fee Per Unit	Actual Cost per Unit	Rec'md. Fee/Unit 2019/20	New Fee	Revised Fee	Fee Authority	Description/Exception
3010-35	Certificate of Compliance	8	\$563	\$567.73	\$563			Gov. Code § 86451.2	*
3010-36	Grading Permit Application/Determin	65	\$159	\$159.23	\$159		X	California Building Code section 109	
3010-37	Grading Permit (Minor)	31	\$890	\$894.52	\$890			California Building Code section 109	*
3010-38	Grading Permit (Major)	31	\$2,176	\$2,244.04	\$2,244		X	California Building Code section 109	*
3010-39	Land Leveling Permit	0	\$826	\$827.00	\$826			California Building Code section 109	*
3010-40	Flood Zone Determination	0	\$58	\$58.67	\$58			California Building Code section 109	
3010-41	Environmental Review of Initial Study	1	\$229	\$247.25	\$247		X	PRC 21089(a)	*
3010-41a	Environmental Review Negative Declaration	1	N/A	\$141.29	\$141	X		PRC 21089(a)	*
3010-41b	Environmental Review Mitigation Monitoring	1	N/A	\$141.29	\$141	X		PRC 21089(a)	*
3010-41c	Environmental Impact Report	0	N/A	\$423.86	\$424	X		PRC 21089(a)	*
3010-42	Marsh Development Permit	1	\$211	\$211.93	\$211			PRC 29520(b)	* Planning Commission review is \$575 minimum deposit
3010-42	Marsh Development Permit with Use Permit	1	N/A	\$211.93	\$211	X		PRC 29520(b)	
3010-42	Marsh Development Permit Zoning Administrator Revision	1	N/A	\$211.93	\$211	X		PRC 29520(b)	
3010-42	Marsh Development Permit Planning Commission Revision	1	N/A	\$211.93	\$211	X		PRC 29520(b)	
3010-43	Construction Plans and Specifications	0	\$40	\$0.00	\$40			California Building Code section 109	Fee is for construction specifications with 120 or fewer pages. Specifications with more than 120 pages cost \$50 per set. Oversize plan sheets cost \$4 per sheet.
3010-44	Permit Non-Compliance Investigation (hourly rate)	N/A	\$134	\$134.62	\$134			Cal. Const. art. XI, § 7	Fee charged per hour for investigation of permit non- compliance and issuance of a Notice of Violation.
3010-45	Administrative Permit - General	4	N/A	\$141.29	\$141	X		Gov 65909.5	
3010-45a	Administrative Permit - Agriculture	0	N/A	\$141.29	\$141	X		Gov 65909.5	
3010-46	Development Agreement	0	N/A	\$2,119.31	\$2,119	X		Gov 65104	*
3010-46a	Development Agreement - Revision	0	N/A	\$706.44	\$706	X		Gov 65104	*
3010-47	Performance Standards	1	N/A	\$282.58	\$283	X		Gov 65909.5	
3010-48	Policy Plan Overlay	0	N/A	\$274.87	\$275	X		Gov 65909.5	*

**COUNTY OF SOLANO
COST AND RECOMMENDED FEE SCHEDULE
FY2019/20**

**RESOURCE MANAGEMENT - PUBLIC WORKS, ENGINEERING AND SURVEYOR
EXHIBIT III-E**

Ref. #	Service	Estimated No of Units 2019/20	Current Fee Per Unit	Actual Cost per Unit	Rec'md. Fee/Unit 2019/20	New Fee	Revised Fee	Fee Authority	Description/Exception
3010-48a	Policy Plan Overlay - Minor Revision	0	N/A	\$274.87	\$275	X		Gov 65909.5	*
3010-49	Sign Permit	1	N/A	\$141.29	\$141	X		Gov 65909.5	
3010-50	Specific Plan Review	0	N/A	\$549.74	\$552	X		Gov 65909.5	*
3010-51	Variance Permit Review	1	N/A	\$141.29	\$141	X		Gov 65909.5	
3010-51a	Variance Permit Review Minor Revision	0	N/A	\$141.29	\$141	X		Gov 65909.5	
3010-52	Pre-application Land Use Review	12	N/A	\$211.93	\$212	X		Gov 65909.5	
3010-53	Civil Engineer Hourly Rate	N/A	N/A	\$131.42	\$131	X		Gov 65909.5	For research, activity not specified in fee schedule or amount in excess of fee.
3010-54	County Surveyor Hourly Rate	N/A	N/A	\$133.58	\$134	X		Gov 65909.5	For research, activity not specified in fee schedule or amount in excess of fee.
3010-55	Engineering Technician Hourly Rate	N/A	N/A	\$97.79	\$98	X		Gov 65909.5	For research, activity not specified in fee schedule or amount in excess of fee.

*

The amount listed is the minimum deposit. An additional deposit will be taken for applications requiring extensive review. The applicant will be charged for the actual cost of performing the work.

**NOTICE OF PUBLIC HEARING ON ADOPTING A NEW USER FEE AND REVISING
EXISTING USER FEES FOR THE RESOURCE MANAGEMENT DEPARTMENT, PUBLIC
WORKS DIVISION: SURVEYOR, ENGINEERING AND ROADS
(Gov. Code, § 66018)**

On June 11, 2019 at 9:00 a.m., or as soon thereafter as the matter may be heard, at the Solano County Government Center, Board of Supervisors' Chambers, 675 Texas Street, Fairfield, California, the Solano County Board of Supervisors will hold a public hearing to approve by resolution an amendment to Exhibit iii-E of Solano County Code Section 11-110.4(e), relating to the user fees for the Resource Management Department, Public Works Division: Surveyor, Engineering and Road functions.

The resolution proposes the following new fee:

New Fee Description	Amount (\$)
Surveyor/Engineering Division	
Map Reproduction – Emailed electronic copy	\$24.00

The resolution proposes modifications to the following existing fees:

Fee Description	Current Fee (\$)	Recommended Fee FY19/20 (\$)
Surveyor/Engineering Division		
Civil Engineer Hourly Rate	127.00	131.00
Map Check: Parcel	1,570.00	1,579.00
Map Check: Record of Survey	895.00	905.00
County Surveyor Hourly Rate	144	134
Engineering Technician Hourly Rate	111	98
Roads Division		
Encroachment Permit	469 & 704	469 & 747
Subdivision Plan Check & Inspection	2,673	2,749
Transportation Permit - Trip	37	16
Private Road Sign Replacement – Special Trip	438	450

If the board of supervisors adopts the proposed fees, they will become effective on July 1, 2019.

Dated: May 30, 2019

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 #:	21	Status:	Regular Calendar
Type:	Presentation	Department:	Sheriff's Office
File #:	19-471	Contact:	Angelica Russell, 784-7064
Agenda date:	06/11/2019	Final Action:	
Title:	Conduct a workshop to discuss the proposed strategic evolution of the Sheriff's Office to address trends, challenges and solutions to position the department for the future		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Presentation		

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

DEPARTMENTAL RECOMMENDATION:

The Sheriff's Office recommends that the Board of Supervisors conduct a workshop to discuss the proposed strategic evolution of the Sheriff's Office to address trends, challenges and solutions to position the department for the future.

SUMMARY:

In preparation for Fiscal Year 2019/20 budget development, the Sheriff's Office took a deeper look at how we operate in today's policing environment before putting any numbers together. With collaboration and feedback from various levels of the organization, the Sheriff's Office re-evaluated the structure of the organization and the services provided to both internal and external customers. The collaboration resulted in the development of a proactive and phased-in strategic plan that will incorporate opportunities for growth and increased efficiencies. More specifically, the plan will address trends and challenges that impact the operations focusing on solutions for changes to legislation; technological advancements; staffing, retention and succession; customer service and public trust.

FINANCIAL IMPACT:

The FY2019/20 budget request includes Phase 1 of the Sheriff's Office strategic proposal resulting in a net savings to the general fund. The seven new positions will be offset by the deletion of nine limited term correctional officer positions and the reduction of five retired annuitants. The costs associated with preparing the agenda are nominal and absorbed by the department's FY2018/19 Adopted Budget.

DISCUSSION:

Phase 1 of the proposed changes are summarized below and are part of the slide show presentation to the Board.

Compliance with the Law

The Sheriff's Office is anticipating challenges in responding to the volume and complexity of requests for information under SB 142 Peace Officer Release of Records and AB 748 Peace Officer Audio/Video Recordings. The release of confidential peace officer personnel records and recordings, reports and information relating to significant Use of Force incidents and certain misconduct allegations is already increasing and will be challenging to meet within the time constraints outlined in the mandates. Additionally, legislation is pending that will impact use of force and de-escalation training and if it passes, will change how we deal with critical incidents in the field. This legislation will require additional training efforts and policy and procedural changes. Failure to implement these in a timely manner could open the Sheriff's Office and County to additional liability risk.

The proposed solution outlines the creation of the Compliance Division by consolidating several programs and functions to include professional standards, training, internal affairs investigation, pre-employment backgrounds, policy and operational standards, data integrity, and discovery and release of public records. The division will be managed by a new captain-sheriff allocation to oversee and provide command level expertise to revise, develop and implement new policies and procedures, and operational workflows that will comply with the new mandates and changes in the laws that impact Sheriff's Office operations.

Custody Operations

The Custody Division responsibilities have expanded exponentially due to legislative changes regarding Realignment, immigration, detainee mental health, medication assisted treatment, gangs, and increased medical transports. In addition, the Stanton Correctional Facility is now fully operational, and the new Rourk Vocational Training Center was dedicated in January of this year. The lack of after-hours management and supervisory support can be a potential liability if a critical incident takes place in our detention facilities without proper supervision and guidance in managing and defusing the situation.

Through the midyear budget process, the Board approved a new custody lieutenant, bringing the total to four. This approval allows two lieutenants to be scheduled during the day and two lieutenants to be assigned to after-hours management schedules. Realignment the custody managers schedule reduces liability and increases operational efficiency in our detention facilities. It will also add supervisory support during evening hours and provide for consistent guidance and compliance with written departmental policy and procedures.

Additionally, the gang assaults and criminal activity in the jails have increased to levels requiring two deputy sheriffs to be imbedded in the Custody Gang Unit for the identification, arrest and prosecution of these offenders. Because we house more inmates with chronic medical issues that result in more frequent and longer stays in the hospital, an additional deputy sheriff is requested for our Transportation bureau. Often, we must pull Patrol Deputies from the field to complete medical transport tasks as emergency medical transport calls for service increase.

Employee Support and Wellness Services

Employee-related services are disjointed and duplicated in different divisions of the Sheriff's Office. Based on the feedback received by staff, it was clear that they were unsure where to go if they needed help or support with health, safety and wellness issues. Not only have the times changed but the generations have also, and we are slow at adapting to the needs of our employees. The Sheriff's Office recognizes the importance of focusing on the overall wellbeing, development and retention of staff.

The proposed solution outlines creating a new Employee Support and Wellness Services Program, a one-stop shop to provide oversight, consolidation and consistency of employee-related services. This new

and improved employee program will be managed by a civilian manager (TBD) specializing in areas of employee development, welfare, wellness and retention. The Manager (TBD) position will be responsible for planning, organizing, and directing the department's Employee Services program in collaboration and coordination with Human Resources for continuity, creativity and delivery of services. This position has been included in the FY 2019/20 budget request. Realigning functions from other areas into one program will increase efficiencies, benefit the employee, reduce duplication and improve communication pertaining to services in payroll, extended leave management, employee performance and recognition, employee development, work/life/wellness programs, retention and labor and employee relations.

ALTERNATIVES:

The Board of Supervisors could choose not to conduct this workshop to discuss the proposed strategic evolution of the Sheriff's Office. This is not recommended because the workshop will provide the Board with an opportunity to better understand the challenges and trends impacting the Sheriff's Office and visibility to solutions to mitigate the impacts.

OTHER AGENCY INVOLVEMENT:

In creating the recommendations and proposed organizational structure, the Sheriff's Office worked with the County Administrator's Office and Human Resources in determining staff positions best suited for the change and solicited input and collaboration from other Sheriff's Offices on best practices.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County Sheriff's Office Strategic Evolution

- Positioning for the Future
- Addressing Trends and Challenges

Presented to Solano County Board of Supervisors
June 11th, 2019
Solano County Sheriff's Office
Thomas A. Ferrara - Sheriff/Coroner



HOW DID WE GET HERE?

Process:

Updated our Values, Mission and Goals statement and presented it to the Board of Supervisors in July 2018

Dedicated to the protection and well-being of every person in Solano County by providing excellent community service

Solano County Sheriff's Office

Values, Mission and Goals



Dedicated to the protection and well-being of every person in Solano County by providing excellent community service

Goals

- *Provide effective public safety services.*
- *Provide safe, humane and secure jails, courts and other County facilities.*
- *Maintain a healthy, professional, productive and diverse workforce.*
- *Embrace community partnerships.*



WHY EVOLVE?

CHALLENGE: Doing business the way we have always done it is no longer acceptable in today's policing environment. We must embrace transparency (compliance), make sure Policy is current and followed and most importantly, take care of our employees.

SOLUTION: Develop a proactive and phased in strategic plan incorporating changes to the organization for growth and increased efficiencies by addressing trends and challenges that impact the operations of the Sheriff's Office:

- **Changes to Legislation**
- **Technology Advancements**
- **Staffing, Retention and Succession**
- **Customer Service & Public Trust**



STRATEGIC EVOLUTION

- Collaborated with Sheriff's Office employees from line staff to senior management in the creation of the Strategic Evolution
- Those top priorities are:
 - **Compliance with New Laws**
 - **Custody Operations**
 - **Employee Support and Wellness Services**



COMPLIANCE WITH NEW LAWS

CHALLENGE:

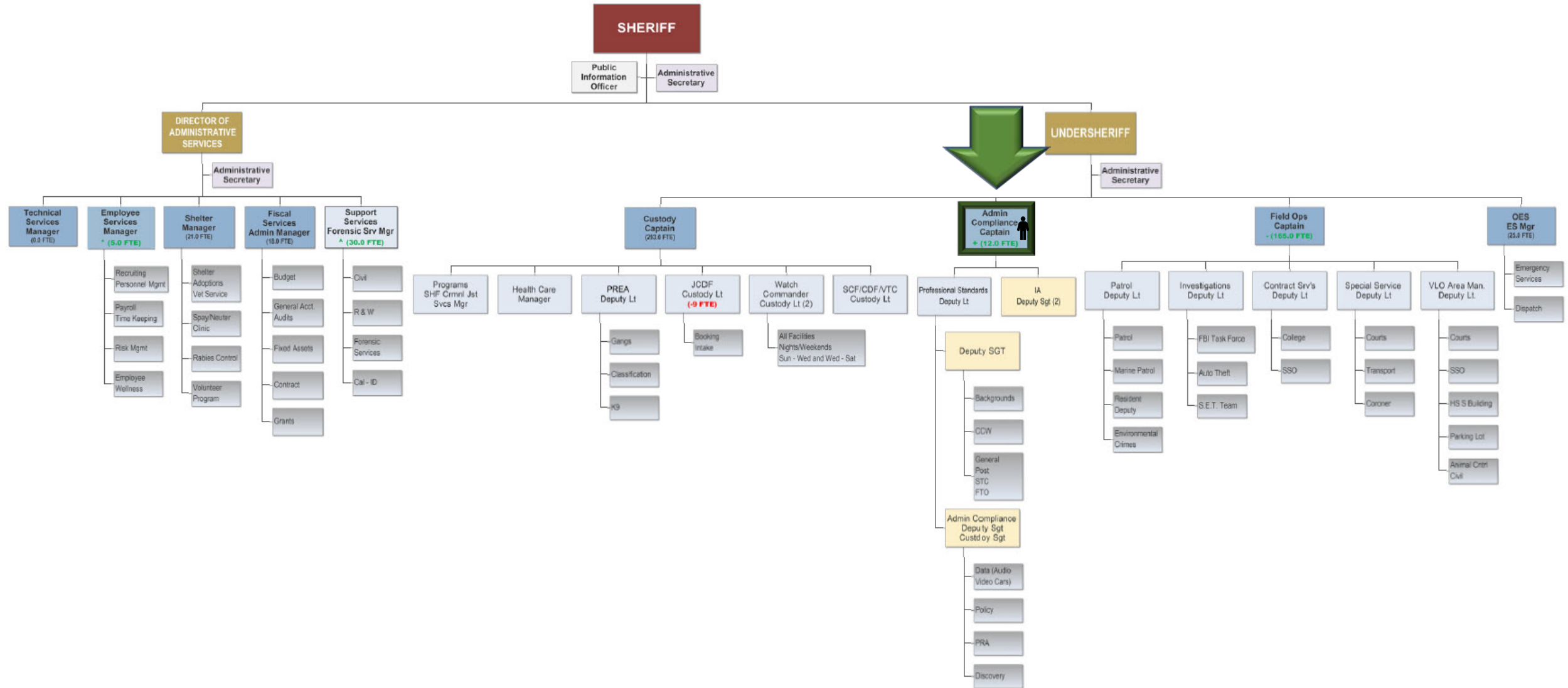
- **New unfunded mandates**
 - SB1421 - Peace Officer Release of Records (1/2019)
 - Prison Rape Elimination Act (PREA) mandates
 - California Public Records Act (CPRA)
 - AB748 – Peace Officer Audio/Video Recordings (7/2019)
 - Extensive staff time for large volume of requests
 - Find, compile, review, redact and reply to CPRA requests within 10 days
- AB392 & SB230 – Necessary Force & De-escalation Training (this is pending legislation)

SOLUTION:

- **Add new Captain-Sheriff to oversee and provide guidance to the Compliance Division**
 - Provides command level expertise to address new mandates and accountability
- **Move resources to better align duties and reduce retired annuitants**
 - Internal Affairs investigation; replace 3 retired annuitants with 2 sergeant-sheriffs FTE's
 - Pre-employment Backgrounds; replace retired annuitants with 2 deputy sheriffs FTE's
 - Policy development & implementation of policy and operational standards; replace retired annuitant with 1 sergeant sheriff FTE and 1 custody sergeant FTE



Solano County Sheriff's Office
Proposed FY 19/20





CUSTODY OPERATIONS

CHALLENGE:

Custody Division responsibilities have expanded exponentially due to legislative changes regarding:

- Realignment (AB109)/hardened criminals
- Immigration (SB54)
- Detainee Mental Health
- Jail Based Competency Training (JBCT)
- Medication Assisted Treatment (MAT)
- Medical Screening/Refusals in Booking
- Inmate Grievance Response
- GANGS – Arrest, identification, prosecution, incident follow up
- Medical Transport – Emergency & scheduled medical appointment transportation
- No after hours management, supervisor support, accountability or ownership. Potential liability

SOLUTION:

After hours management, additional GANG Unit and Transport Bureau resources:

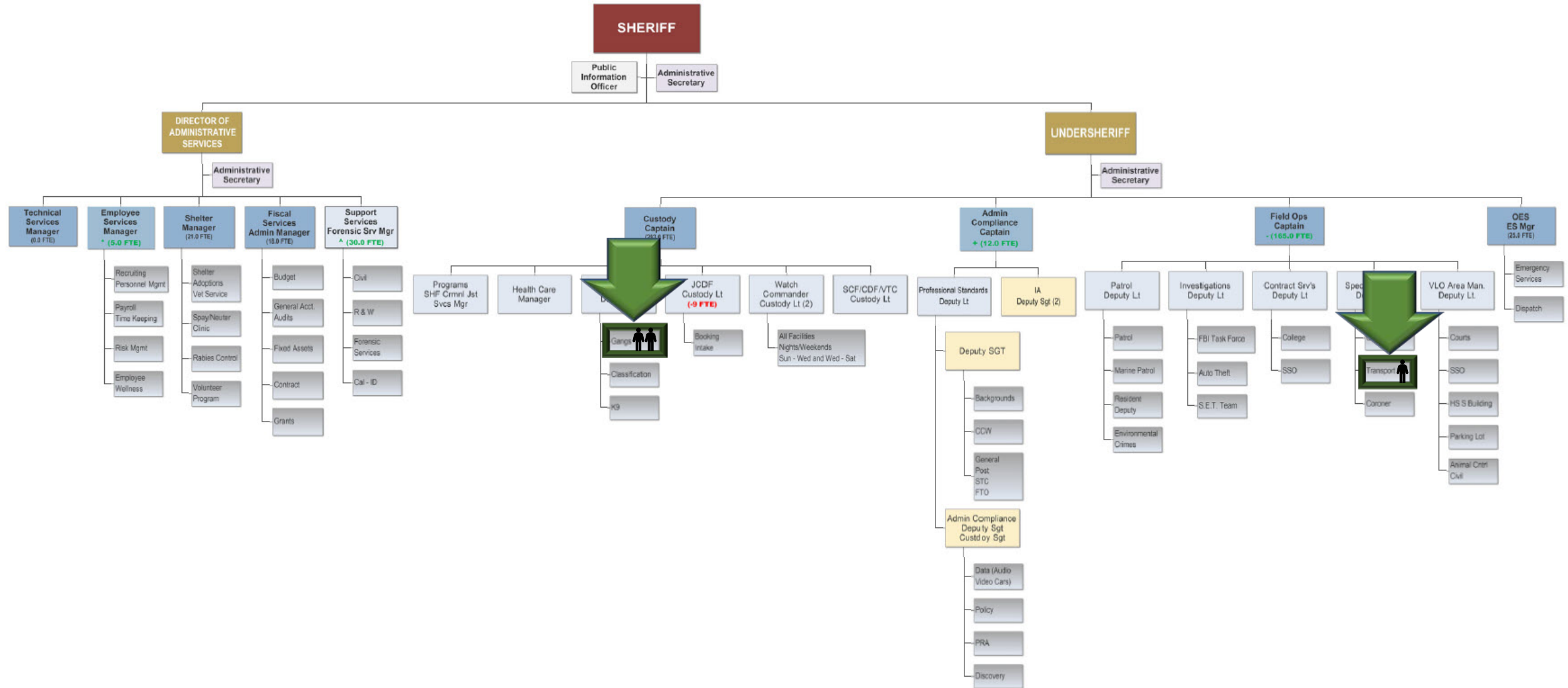
- Assign 2 Custody Lieutenant for after hours management
- Adding 2 new Deputy Sheriffs to Custody Gang Unit
- Add Transportation Deputy Sheriff

Further resulting in:

- Reduced liability / increased operational efficiency
- Supervisory support
- Compliance with Policy/Procedures
- Consistent guidance and proper evaluation of staff
- Reduce impact on Patrol for medical transportation. Keeps Patrol Deputies on Patrol.
- Reduce impact on Patrol for crime reports as GANG Deputies will be embedded in the Custody Division. Keeps Patrol Deputies on Patrol



Solano County Sheriff's Office
Proposed FY 19/20





EMPLOYEE SUPPORT & WELLNESS SERVICES

CHALLENGE:

- Employee related services are disjointed and duplicated in different divisions of the office
- Times have changed; we need to focus on our employees
- The office is slow at adapting and adjusting to employee needs
- Large population of retirement-age employees: loss of institutional knowledge & expertise
- High vacancy rate, limited pool of qualified applicants
- Generational gaps
- Employees need work/life balance
- Lack of culture of wellness
- Safety and training improvements needed

SOLUTION:

- Create a new employee support and wellness services program, one-stop shop, to provide oversight, consolidation and consistency of employee services:
 - Add a new Employee Services Manager (TBD) specializing in areas of employee development, welfare, wellness and retention to manage program
 - Redesign processes to include automating and streamlining the recruitment, hiring, and on-boarding of new employees
 - Increase efficiencies in payroll, extended leave management, employee performance and recognition, employee development, work/life/wellness programs, retention and labor and employee relations



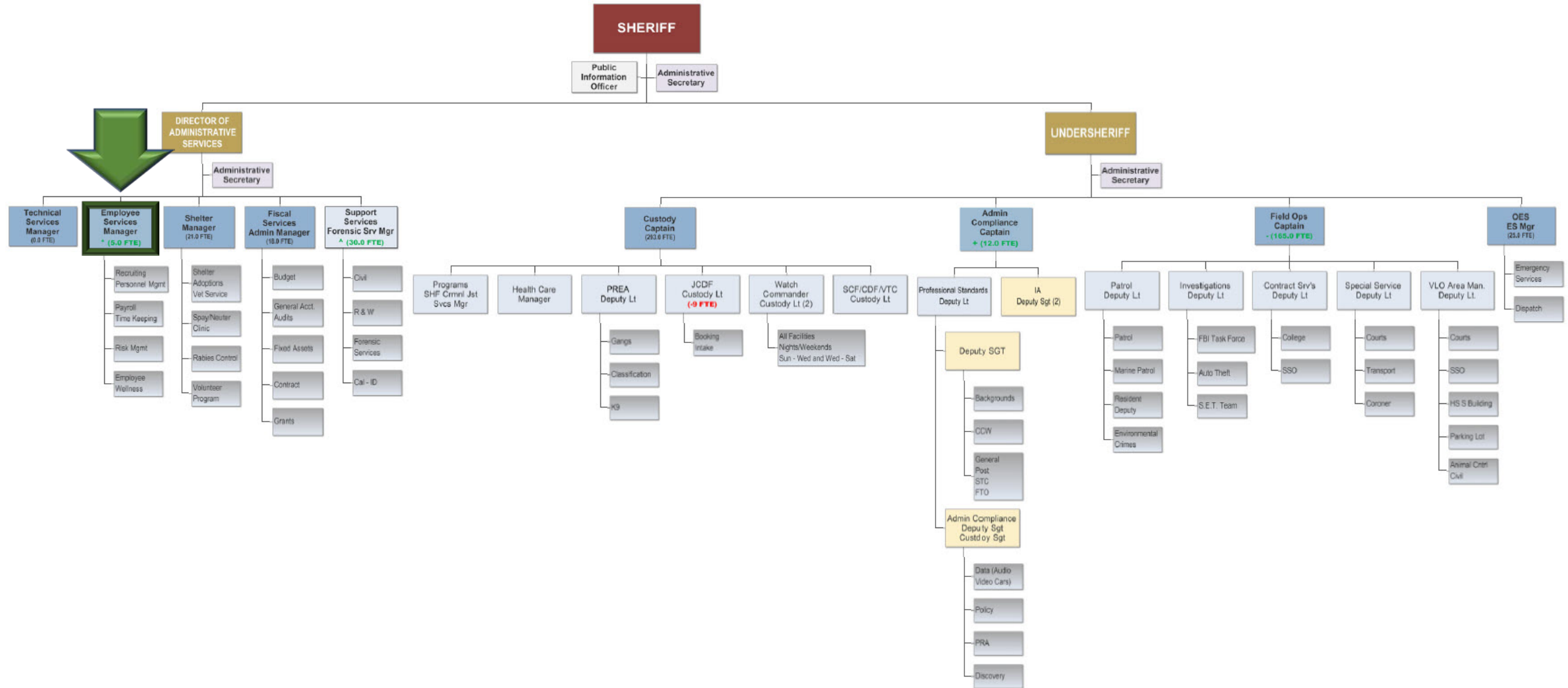
EMPLOYEE SUPPORT & WELLNESS SERVICES

SOLUTION:

- The idea of fostering employee support, wellness and opportunities for employee development, mentoring and recognition can have a positive impact
 - A team of healthy employees have lower stress levels
 - More energized, engaged and productive employees
 - The organization realizes lower rates of absenteeism
 - Investing in the well being of the employee to boast higher levels of satisfaction among current employees
 - Decrease turnover rates and increase employee retention
 - We become more attractive to outside talent, improving our recruitment efforts
 - Succession Planning and positioning the organization for the future



Solano County Sheriff's Office
Proposed FY 19/20





LEGAL PROCEDURES CLERKS

CHALLENGE:

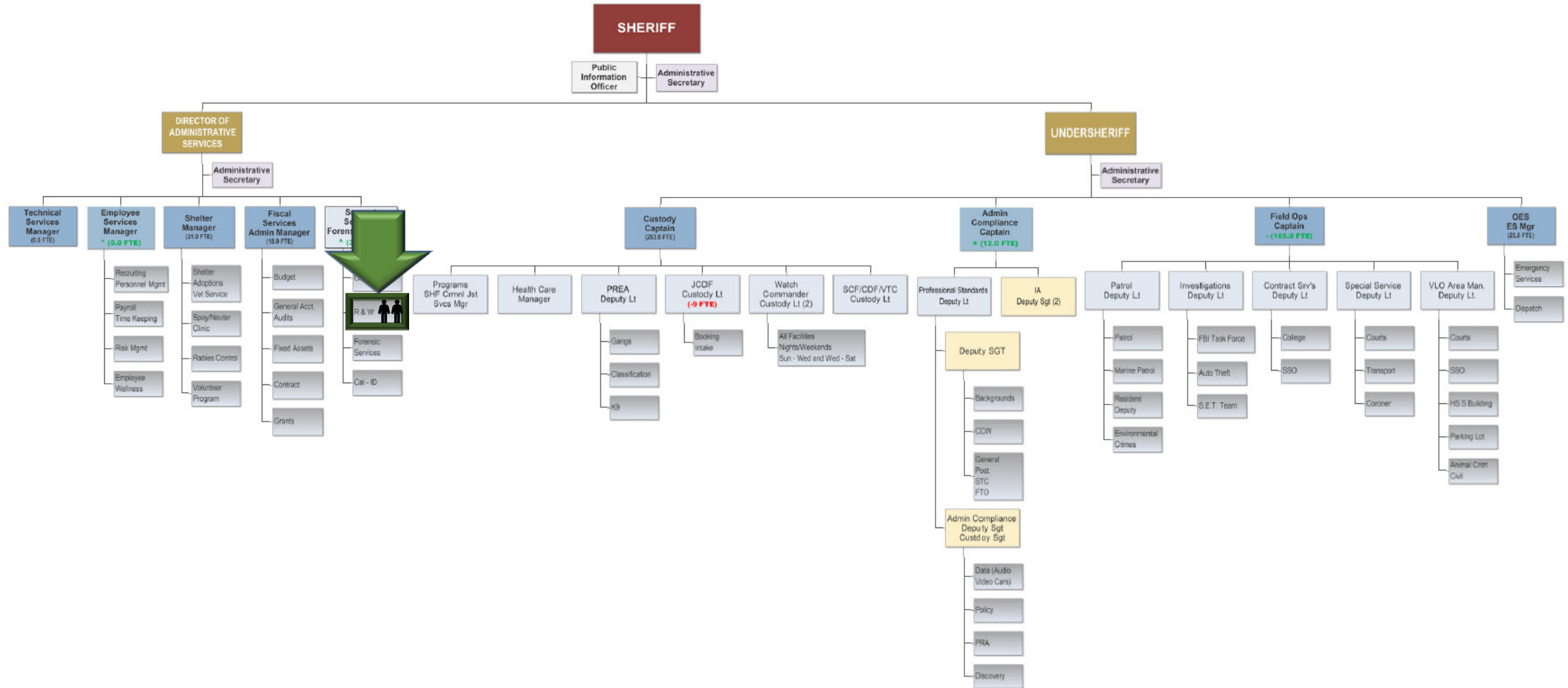
- No legal procedures clerks on duty from 2:00 a.m. to 6:00 a.m. to confirm county wide warrants and Probation checks
- The loss of 24-hour staff coverage in Records & Warrants was a result of staff layoffs during the economic downturn in January 2010
- From 2:00 a.m. to 6:00 a.m. Sheriff's Office Dispatchers must provide coverage for Records & Warrants, taking them away from the Dispatch Center

SOLUTION:

- Add 2 new Legal Procedures Clerks to return Records & Warrants staffing back to pre-recession levels
- Provide 24/7 Records & Warrants coverage
- Keep dispatchers in the Dispatch Center answering emergency calls and calls for service



Solano County Sheriff's Office
Proposed FY 19/20



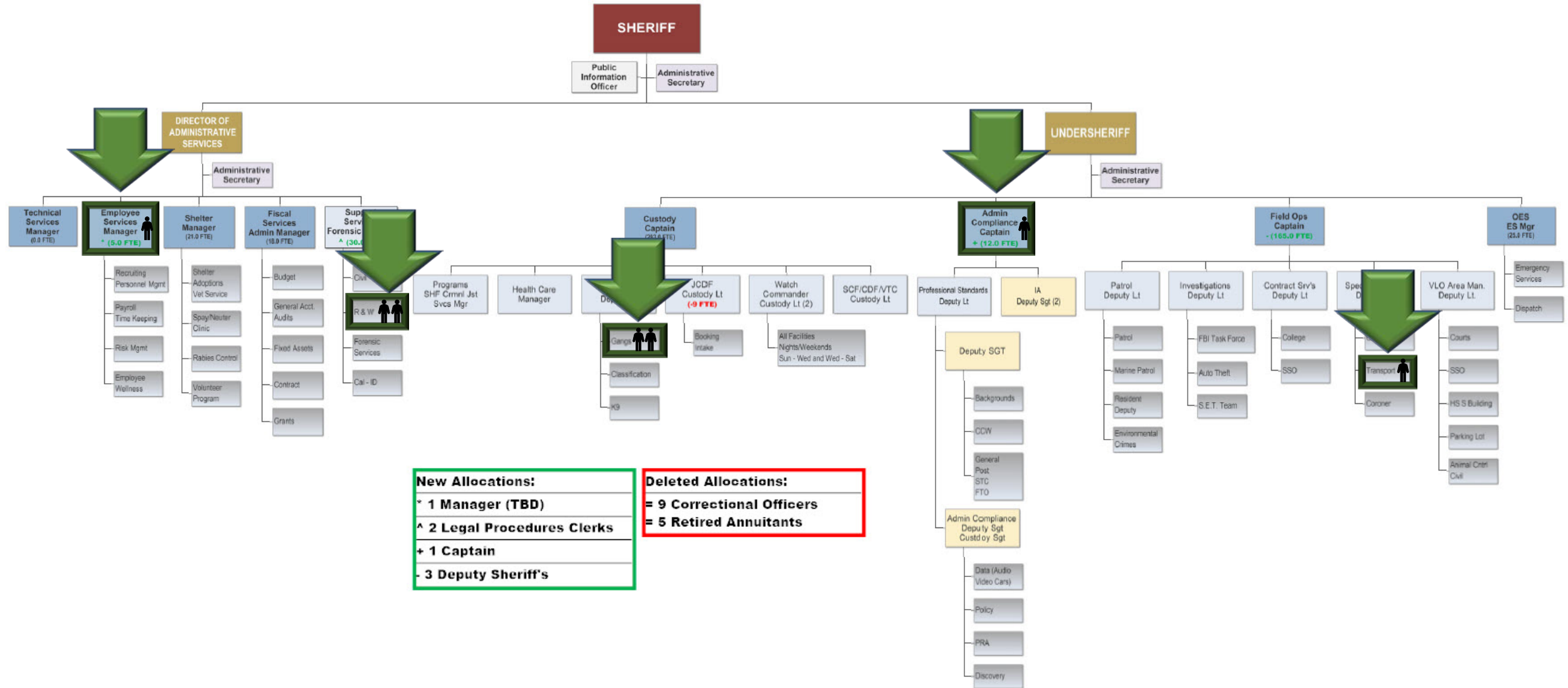


EVOLVING OF THE ORGANIZATION

- This proposal is included in FY 2019-20 Budget request as part of Phase 1 of the Sheriff's Office Strategic Evolution
 - ☐ **DELETE** – 9 Limited Term Correctional Officer positions and 5 Retired Annuitants
 - ☐ **ADD** – Captain Sheriff
 - ☐ **ADD** – Employee Services Manager (TBD)
 - ☐ **ADD** – 2 Gang Deputy Sheriffs
 - ☐ **ADD** – 1 Deputy Sheriff for Transportation to reduce overtime and meet the increased service levels of hospital details
 - ☐ **ADD** – 2 Legal Procedures Clerks to provide 24/7 staff coverage for Records & Warrants
- No Cost to the General Fund for Phase 1 in FY 19/20
 - ☐ **(\$177,000)** net reduction/savings



Solano County Sheriff's Office
Proposed FY 19/20





Solano County

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

Agenda Submittal

Agenda #: 22 **Status:** Regular Calendar
Type: Resolution **Department:** Resource Management
File #: 19-426 **Contact:** Bill Emlen, 784-6062
Agenda date: 06/04/2019 **Final Action:**
Title: Consider adopting a resolution in support of the United States Fish and Wildlife Service (Service) acquisition of a portion of the land for the San Pablo Bay Wildlife National Refuge (APN 0067-020-030), located at northeast corner of Highway 37 and Skaggs Island Road; and Direct County staff to work concurrently with the Service on the acquisition of 50 acres of said parcel, to be brought back to the Board for final action
Governing body: Board of Supervisors
District: All
Attachments: A - Location Map, B - USFWS Request Letter, C - Letter of Support Friends of San Pablo Bay, D - Resolution, E - Resolution Exhibit A

Date:	Ver.	Action By:	Action:	Result:
06/04/2019	1	Board of Supervisors	Pulled from Calendar	

Published Notice Required? Yes ___ No X
Public Hearing Required? Yes ___ No X

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board of Supervisors consider adopting a resolution in support of the United States Fish and Wildlife Service (Service) acquisition of a portion of the land for the San Pablo Bay Wildlife National Refuge (APN 0067-020-030), located at northeast corner of Highway 37 and Skaggs Island Road; and Direct County staff to work concurrently with the Service on the acquisition of 50 acres of said parcel, to be brought back to the Board for final action.

SUMMARY/DISCUSSION:

The Service manages the San Pablo Bay National Wildlife Refuge, which lies along the north shore of the San Pablo Bay, and includes properties within the Solano, Napa and Sonoma Counties. The Refuge includes open bay/tidal marsh, mud flats and managed wetlands which provide critical habitat for migratory birds and endangered species. The Service is seeking funding approval from the Migratory Bird Conservation Fund to purchase the subject property from the Migratory Bird Conservation Commission (MBCC). The authority to approve the funds, has been delegated to the Executive Director of the California Fish and Game Commission, and as a condition of approval, County support is required in order to approve the funds. The property is within the approved boundary of the Refuge, approved by the Migratory Bird Conservation Commission. Acquisition of the property by the Service is proposed and they intend to manage the lands.

The Service has entered into a purchase agreement to acquire 420 acres at the border of Napa and Solano County. 358 acres is located within Solano County (APN 0067-020-030) and the remainder is within Napa

County and abut Hwy 37. A resolution was also requested of Napa County. The property is tidal marsh lands and was used as recreational duck hunting. Minimal restoration by the Service is anticipated, which would include more tidal circulation in the ponds, improve the food source and reduce mosquito population. Once the land is acquired, the potential for public hunting access will be considered by the Service.

The property is under private ownership and zoned Exclusive - Agriculture 20-acre minimum. The General Plan land use designation is Marsh and not encumbered by a Williamson Act Contract. Developable potential for the property is limited due to environmental constraints. Acquisition and management by the Service is intended to secure the environmental value of the land.

Attached is the letter by the Service requesting Solano County's support and additional background information, and letter of support by the Friends of San Pablo Bay National Wildlife Refuge.

FINANCIAL IMPACT:

Acquisition of property by the Service and the County would impact the County's property tax revenue as public agencies are exempt from paying taxes. Currently, the property is privately owned, but is largely marsh, and generates \$3047.50 in property taxes. However, the Service has indicated it may continue to make annual payments to Counties under the authority of the Refuge Revenue Sharing Act. According to the Service, payments are calculated based upon the approved value of the Service's land holdings in each County throughout the Country and the exact payment amount is dependent on many variables.

County staff anticipates the ultimate purchase of up to 50 acres.

ALTERNATIVES:

The Board could choose not to support the resolution. This is not recommended as this will prevent the proposed acquisition for the San Pablo Bay National Wildlife Refuge which is a critical effort in restoring the San Pablo Bay and associated wetlands. The Service cannot sell land that has been acquired for refuge and can only consider a land swap at the Service's discretion, therefore County staff is seeking direction to work concurrently on the acquisition as part of supporting the Service's request.

OTHER AGENCY INVOLVEMENT:

The County Administrator has reviewed this item and concurs with the recommended action.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

USFWS Acquisition of APN 0067-020-030

San Pablo Bay National Wildlife Refuge



Department of Information Technology, GIS Services



Solano County GIS Services

Department of Information Technology
675 Texas Street, Suite 3700
Fairfield, CA 94533
Phone: 707-784-6340
Email: GISStaff@SolanoCounty.com
PRJ_1892, Date: 05/22/2019

Disclaimer:

This map was made using Solano County GIS files with varying degrees of scale, accuracy, precision, currentness, and alignment and therefore cannot be used for situations requiring survey grade measurement or legal boundary determination. Solano County disclaims liability for any loss that may result from the use of this map. User acknowledges data limitations and accepts responsibility for map based judgments.





United States Department of the Interior



FISH AND WILDLIFE SERVICE
Pacific Southwest Region
Division of Realty
2800 Cottage Way, Suite W-1832
Sacramento, California 95825
(916) 414-6445

IN REPLY REFER TO:
FWS/R8/RE

May 18, 2019

Board of Supervisors
Solano County
675 Texas Street, Suite 6500
Fairfield, California 94533

Re: REQUEST FOR RESOLUTION SUPPORTING ADDITION OF APN 0067-020-030 TO
SAN PABLO BAY NATIONAL WILDLIFE REFUGE

Dear Board of Supervisors, Solano County:

At the suggestion of Senior Planner Ms. Nedzlene Ferrario I am sending you this information in the hope that you'll find it useful in evaluating and approving the addition of one property (APN 0067-020-030) to the San Pablo Bay National Wildlife Refuge (refuge).

The U.S. Fish and Wildlife Service (Service) manages the refuge, which includes properties along the north shore of San Pablo Bay in Solano, Napa, and Sonoma Counties. In response to rapidly disappearing wetlands and its prime location within the Pacific Flyway, the refuge was created in 1974 to protect migratory birds, wetland habitat, and endangered species. The refuge and San Pablo Bay support the largest wintering population of canvasbacks on the west coast as well as help protect the California clapper rail and the salt marsh harvest mouse, both of which are state and federally listed endangered species. The refuge includes open bay, tidal marsh, mud flats, and wetland habitats.

Since its establishment 8,620 acres have been acquired for the refuge. Most of the land has been donated, some has been purchased using funds from the Migratory Bird Conservation Fund and from the Land and Water Conservation Fund, and the old military base at Skaggs Island was transferred to the Service. The refuge also manages 11,200 acres under a lease from the State of California.

This proposal is to purchase one ownership comprising approximately 420 acres in Solano and Napa counties combined. Approximately 358 acres of this land is located in Solano County. The property has been in the ownership of the same two families for many decades. It had been used as a recreational property for duck hunting until several years ago. The families are now

interested in selling the property and would prefer that it continue to be used to protect and benefit wildlife. They've entered into a purchase agreement with the Service, presuming, since it lies within the refuge's approved boundary, that it will become part of the refuge.

The property is unique in that it was never "leveed off" and farmed and the soil structure has remained intact. It's bordered on the east and west by State-owned land and on the north and south by Service-managed land. The Service anticipates minimal restoration costs which would include allowing more tidal circulation in the ponds, to improve the food source and reduce the mosquito population. Once it's part of the refuge the property will also be considered for potential public hunting access.

An understandable concern of the county may be the possible loss of revenue from property taxes. As a federal agency the Service is prohibited from paying taxes. It does, however, make annual payments to counties under the authority of the Refuge Revenue Sharing Act (as amended, 1964). The Service follows the requirements of the Act and makes adjustments based upon revenue received during the past year to calculate payments to the counties based upon the appraised value of the Service's land holdings in each county throughout the country.

The Service is requesting funding for this purchase from the Migratory Bird Conservation Fund (MBCF). Service Regions around the country compete for this funding but because of the importance of this property the Director of the Service has approved this property for purchase. Our next step is to present the funding proposal to the Migratory Bird Conservation Commission on June 23. In order to request funding from the MBCF the Service must receive approval from the Governor. This authority has been delegated to the Executive Director of California Fish and Game Commission (CFGF). To support our request for funding we must show that the counties where the land would be acquired also support the acquisition. We are now seeking the support of this county and of Napa County.

We are requesting that the Solano County Board of Supervisors (Board) add this request to their agenda for the board meeting on June 4. We hope that at that meeting the board will pass and sign a resolution in support of the proposed acquisition. The CFGF has requested that materials for their meeting on June 12 be submitted by May 30 but because of the holiday weekend should be willing to accept them up to June 5. It's for this reason that we hope to be able to obtain evidence of the county's support at its June 4 meeting. We appreciate the awkwardness this may create but hope that the Board will help us accommodate the Commission. We will do everything in our power to minimize any inconvenience to the Board.

Thank you for your time and attention. If you have any questions please feel free to contact Michael Borkoski, Realty Management Branch Chief at (916) 978-4693 or Michael_Borkoski@fws.gov.

Sincerely,



Thomas Sampson
Realty Officer
U.S. Fish and Wildlife Service
Pacific Southwest Region



Friends of the San Pablo Bay National Wildlife Refuge

7715 Lakeville Hwy
Petaluma, CA 94954

FSPBNWR@gmail.com
sanpablobayrefugefriends.org

May 9, 2019

Honorable Mike Thompson
Migratory Bird Commission

Subject: Detjen acquisition

Congressman Thompson,

I am pleased to write this letter in full support of the U.S. Fish and Wildlife Service's (Service) acquisition of 428 acres of land at the San Pablo Bay National Wildlife Refuge. The Detjen acquisition will allow the refuge to restore tidal circulation on the property that will provide habitat for migratory waterfowl and shorebirds.

Since the 1960s conservation agencies and non-profit organizations have worked to restore tidal marsh habitats and protect the Bay. Only 15 percent of the Bay's historic tidal lands remain. This property is unique in that the land was never farmed and the soil structure has remained intact. Unlike other properties in the area, restoration of this tract will take minimal effort. This acquisition will also complement the restoration that has already been completed on surrounding lands.

The Friends of San Pablo Bay National Wildlife Refuge support the refuge's efforts to protect the Bay and are in full support of efforts to acquire this tract.

Sincerely,

Justin Bodell

President, Friends of the San Pablo Bay National Wildlife Refuge

RESOLUTION NO. 2019 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
SUPPORTING THE ACQUISITION OF APN 0067-020-030
BY THE U.S. FISH AND WILDLIFE SERVICE FOR MANAGEMENT
AS PART OF THE SAN PABLO BAY NATIONAL WILDLIFE REFUGE**

Whereas, the U.S. Fish and Wildlife Service (FWS) manages the San Pablo Bay National Wildlife Refuge (refuge), situated along the northern shore of San Pablo Bay in Solano, Napa and Sonoma counties; and

Whereas, the FWS manages the refuge to protect migratory birds, wetland habitat, and endangered species, and the refuge also provides open space and recreational opportunities to the local population including hunting, fishing, wildlife viewing, photography, and environmental education; and

Whereas, the FWS is seeking approval and funding from the Migratory Bird Conservation Commission (MBCC) for the purchase of a tract situated in Solano County, within the approved boundary of the refuge, and identified herein as APN or Parcel 0067-020-030 (the Property); and

Whereas, the MBCC requires approval by the Governor before it will fund an acquisition, and that approval authority, in California, has been delegated to the Executive Director of the California Fish and Game Commission (FGC), which requires as a condition of approval, a resolution of support from the county in which the acquisition will happen; and

Whereas, the proposed acquisition abuts California State Route 37 (SR 37), a critical east-west regional highway that spans the 4 north bay counties; and

Whereas, SR 37 needs critical improvements, including additional right of way up to 50 acres, to prevent roadway flooding, improve public access, enhance bay ecology, and surmount sea level rise; and

Whereas, 50 acres of the southern portion of the Property, bounded by its southern, eastern and western boundaries, generally shown in Exhibit A, will be needed in the siting, design, and construction of SR 37; and

Whereas, the reconstruction of SR 37 will likely result in the loss of wetland habitat and thus create the need for offsetting mitigation; and

Whereas, and the Property could likely provide restoration opportunities that qualify for needed mitigation credits; and

Whereas, FWS is seeking support from Solano County with regard to the acquisition.

Resolved, the Solano County Board of Supervisors supports FWS acquiring a portion of Parcel 0067-020-030 for addition to the refuge, provided that:

- a) The FWS permits Solano County (County) or other entity as appropriate, to work towards joint procurement with FWS and concurrent purchase of 50 acres of the southern portion of the Property, bounded by its southern, eastern and western boundaries (in the general vicinity as depicted in Exhibit A), directly from the owners at the time that the FWS purchases the balance of the Property;

- b) As appropriate, all directly involved parties will work collaboratively to address the requirements of the National Environmental Policy Act, the California Environmental Quality Act, and other required regulatory processes; and
- c) If requested and appropriate, the FWS will grant, expeditiously, a permit for a right-of-way to meet the needs of the SR 37 program.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on June 11, 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

