

Solano County

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



Agenda - Final

Tuesday, July 23, 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 **19-524** Conference with Labor Negotiators: Solano County representatives: Marc Fox, Jeannine Seher, Mark Love, Georgia Cochran, Birgitta E. Corsello, and Nancy Huston. Employee organizations: Teamsters, Local 150 for Unit 1 (Attorneys); SEIU Local 1021 for Unit 2 (Nurses), Unit 5 (Health and Welfare Employees), Unit 7 (Regulatory, Technical and General Services Employees), Unit 8 (General Services Supervisors), Unit 9 (Clerical Employees) and Units 82, 87, 89, and 90 (Extra Help Employees); Solano County Deputy Sheriff's Association for Unit 3 (Law Enforcement Employees) and Unit 4 (Law Enforcement Supervisors); Public Employees Union, Local One for Unit 6 (Health and Welfare Supervisors) and Unit 16 (Mid-Management Employees); Stationary Engineers, Local 39 for Unit 10 (Skilled Craft and Service Maintenance Employees); Union of American

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

Conference with Legal Counsel: Existing Litigation: County of Solano v. Disney Construction, Inc. and related cross-action.

Conference with Legal Counsel: Existing Litigation: County of Solano v. Dept. of Water Resources, et al.

Conference with Legal Counsel: Potential Litigation: One case

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

PRESENTATIONS

Health and Social Services:

- 2** **19-450** Adopt and present a resolution and plaque of appreciation honoring Carol Rice Mendoza, M.D., Board Certified Child and Adolescent Psychiatrist, upon her retirement from Health & Social Services, Behavioral Health Division, with 28 years of dedicated public service to Solano County (Supervisor Spering)

Attachments: [A - Resolution](#)

- 3** **19-526** Adopt and present a resolution declaring August 2019 as World Breastfeeding Week in Solano County (Chairwoman Hannigan)

Attachments: [A - Resolution](#)

Probation:

- 4 **19-551** Adopt and present a resolution recognizing July 21 through July 27, 2019 as Probation and Community Supervision Week (Supervisor Thomson)

Attachments: [A - Resolution](#)

ITEMS FROM THE PUBLIC

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

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

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

APPROVAL OF THE CONSENT CALENDAR

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

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

- 5 **19-573** Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors

Attachments: [A - Appointment List](#)

- 6 **19-533** Approve the minutes of the Solano County Board of Supervisors meetings of May 14, May 17, May 18 and May 21, 2019

Attachments: [A - Minutes - May 14, 2019](#)

[B - Minutes - May 17, 2019](#)

[C - Minutes - May 18, 2019](#)

[D - Minutes - May 21, 2019](#)

Auditor-Controller:

- 7 **19-562** Accept the Auditor-Controller's Office selection of Emmie Patenia for "Employee of the Month" for August 2019

General Services:

- 8 **19-556** Approve 3 agreements for three years beginning July 23, 2019 through June 5, 2022 with Cannon Parkin Inc., d/b/a CannonDesign of Los Angeles, Dreyfuss + Blackford Architecture of Sacramento, and Salas O'Brien Engineers, Inc. of Oakland to provide as needed consulting services to support approved capital improvement projects; and Authorize the County Administrator or designee to execute the agreement and any amendments within the approved project budgets

Attachments: [A - Link to Contract](#)
 [B - RFQ](#)
 [C - Submitters of Record](#)

- 9 **19-560** Approve an agreement for \$230,000 with JPB Designs, Inc. of Orangevale for the 275 Beck Exterior Recoating Project at 275 Beck Avenue, in Fairfield; and Authorize the County Administrator or designee to execute the agreement and any amendments within the approved project budget

Attachments: [A - Contract](#)
 [B - Budget Summary](#)
 [C - Bidders of Record](#)

Human Resources:

- 10 **19-561** Adopt a resolution amending the List of Numbers and Classifications of Positions to reclassify 20 positions as a result of a countywide information technology classification study

Attachments: [A - Resolution](#)

Information Technology-Registrar of Voters:

- 11 **19-550** Adopt a resolution amending the List of Numbers and Classifications of Positions to delete a 1.0 Full-Time Equivalent (FTE) Accounting Technician and add 1.0 FTE Office Coordinator in the Registrar of Voters' Office

Attachments: [A - Resolution](#)

Ag Commissioner/Sealer of Weights and Measures:

- 12 **19-553** Adopt a resolution authorizing the Agricultural Commissioners/Sealer of Weights and Measures to execute 9 revenue agreements for a net total of \$973,863 with the California Department of Food and Agriculture; and Authorize the Agricultural Commissioner/Sealer of Weights and Measures to execute revenue contract amendments up to 15% over the approved contract amounts

Attachments: [A - Resolution](#)

HEALTH AND SOCIAL SERVICESHealth and Social Services:

- 13 **19-540** Approve a plaque of appreciation honoring Kathy Mahal, Public Health Nurse, upon her retirement from the Department of Health and Social Services, Public Health Division, Older & Disabled Adult Services Bureau, with over 18 years of dedicated service to Solano County

- 14 **19-541** Adopt a resolution to approve a revenue contract with the California Department of Aging for \$42,123 to provide outreach regarding the CalFresh expansion to older and disabled adults for the period of July 1, 2019 through June 30, 2020; Authorize the County Administrator to execute the contract and any subsequent amendments within 20% of the contract amount; and Approve an Appropriations Transfer Request (ATR) in the amount of \$42,123 (4/5 vote required)

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

- 15 **19-569** Approve a second amendment to the contract with Ujima Family Services for \$79,487 to provide residential, outpatient, and detoxification treatment for substance use disorders from July 1, 2019 to June 30, 2020; Approve \$30,173 of the contract be made available immediately to use as startup funds; Authorize the County Administrator to execute the amendment; and Authorize the Director of Health and Social Services to execute any amendments which are technical or administrative in nature and have no fiscal impact

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

- 16 **19-568** Approve a contract with Solano Coalition for Better Health for \$75,000 for outreach services and to increase the number of well-child visits and childhood immunizations for April 1, 2019 to June 30, 2019; and Authorize the County Administrator to execute the contract

Attachments: [A - Contract](#)

CRIMINAL JUSTICE

Sheriff's Office/Information Technology:

- 17 **19-554** Approve a 5 year agreement with Axon Enterprise, Inc. for \$811,096 to lease a body worn camera system which captures and stores audio and video data digitally and includes hardware, software applications, installation, training and support, for the term August 1, 2019 through July 31, 2024; Delegate authority to the Chief Information Officer to execute the agreement and any amendments including changes to terms and conditions, scope of services, and modifications to contract limits not to exceed \$75,000 annually; and Authorize the Sheriff to execute contract amendments which are technical and administrative in nature and remain within budget appropriations

Attachments: [A - Contract](#)

- 18 **19-558** Approve a 10 year service agreement for \$3,193,210 with Motorola for Core system maintenance and a system upgrade for the term July 1, 2019 through June 30, 2029; Delegate authority to the Chief Information Officer to execute the agreement and any amendments including changes to terms and conditions, scope of services, and modifications to contract limits not to exceed \$75,000; and Authorize the Sheriff to execute contract amendments which are technical and administrative in nature and remain within budget appropriations

Attachments: [A - Contract](#)

MISCELLANEOUS ITEMS

First 5 Solano:

- 19 **19-552** Approve the Solano Children's Alliance membership appointment of Jennifer MacKinnon for the term of July 23, 2019 to July 23, 2023; and Approve the appointment of alternates Sara Jones and Neely McElroy for the term of July 23, 2019 to July 23, 2023

Attachments: [A - Membership Roster](#)

REGULAR CALENDAR

Rescheduled Consent Items

Consider the following:

- A)
- B)
- C)

GENERAL GOVERNMENT

General Services/Resource Management:

- 20** **19-557** Consider adopting a resolution authorizing the County Administrative Officer to execute all documents necessary to acquire, in a larger joint purchase with the US Fish and Wildlife Service, a 50-acre portion of real property (APN 0067-020-030) located at the northeast corner of Highway 37 and Skaggs Island Road with up to \$400,000 from the Road Fund; Authorize the County Administrator to enter into a funding agreement with the Solano Transportation Authority and the Bay Area Toll Authority to reimburse the Road Fund; and To transfer title to the property upon request for use with the Resilient SR 37 program (4/5 vote required)

Attachments: [A - Location Map](#)
 [B - Preliminary Plat Map](#)
 [C - Preliminary Aerial View Map](#)
 [D - Resolution](#)
 [E - Resolution Exhibit A](#)
 [F - Funding Agreement](#)

CRIMINAL JUSTICESheriff's Office:

- 21** **19-493** Receive a presentation from the Sheriff's Office and consider approving a Medication Assisted Treatment (MAT) Program that will be offered in the Solano County jails; Authorize the County Administrator to execute an agreement and any amendments with Health Management Associates to receive \$159,347 in federal pass-through funds under the California Medication Assisted Treatment Expansion Project 2.0, for the period July 2019 through January 31, 2020, to develop a Medication Assisted Treatment program in Solano County jails; Approve, and authorize the Sheriff-Coroner to execute, a Memorandum of Understanding between the Solano County Sheriff's Office, Wellpath, and MedMark Treatment Centers to provide and administer medication to inmate patients under the MAT Program and provide for the continuity of care for inmate patients in custody and upon release; Approve an Appropriation Transfer Request (ATR) of \$159,347 to recognize unanticipated Medication Assisted Treatment grant revenue in FY2019/20 and increase appropriations for related expenditures including the salary and benefits of one limited-term full-time position (4/5 vote required); and Adopt a resolution amending the position allocation list to add 1.0 FTE Limited-term Mental Health Clinician (Licensed) to coordinate the Medication Assisted Treatment program

Attachments: [A - Agreement](#)
 [B - Resolution](#)
 [C - Memorandum of Understanding](#)
 [D - White Paper](#)
 [E - Grant Application and Award Notice](#)
 [F - Solano Opioid Safety Coalition](#)

GENERAL GOVERNMENTGeneral Services:

- 22** **19-559** Conduct a public hearing to consider adopting 3 resolutions confirming Reports on Delinquent Garbage Accounts for mandatory garbage collection, disposal and recycling services in the unincorporated areas of Fairfield, Suisun, Vallejo, Vacaville, Dixon and Elmira; approving a \$50 administrative charge for lien processing; directing the Clerk of the Board to file a certified copy of the resolution with the County Recorder; authorizing the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2019/20 property tax roll; and authorizing the Department of General Services to record a Release of Lien when delinquent amounts are paid

Attachments: [A - Resolution - Fairfield & Suisun](#)
 [A1 - 2019 Report of Delinquent Accounts - Fairfield & Suisun](#)
 [B - Resolution - Vallejo](#)
 [B1 - 2019 Report of Delinquent Accounts - Vallejo](#)
 [C - Resolution - Vacaville Dixon & Elmira](#)
 [C1 - 2019 Report of Delinquent Accounts - Vacaville, Dixon, Elmira](#)

County Administrator:

- 23** **19-539** Receive and consider the report on the Nexus Analysis for Solano County Public Facilities Fee Update; Conduct public hearing regarding the proposed Public Facilities Fee; and Adopt a resolution establishing modified Public Facilities Fee amounts effective October 1, 2019

Attachments: [A - Article X. Public Facilities Fees](#)
 [B1 - Recommended Fee Memo](#)
 [B2 - Nexus Analysis for Public Facilities Fee Update](#)
 [C - STA Memo](#)
 [D - Resolution](#)
 [E - Public Hearing Notice](#)

RECESS**2:00 P.M.****LAND USE/TRANSPORTATION**Resource Management:

- 24** **19-542** Conduct a noticed public hearing to consider an appeal of the Planning Commission's denial of Administrative Permit Application No. AD-18-02 for Leeanna Ellis to have an outdoor special events facility for up to 6 events per year with up to 150 attendees at 5580 Nicholas Lane, Dixon

Attachments: [A - Resolution](#)
 [B - Map of Nicholas Lane & Easement](#)
 [C - Link to Board Appeal Package](#)
 [D - Planning Commission Resolution](#)
 [E - Excerpt from May 16, 2019 PC Minutes](#)
 [F - Links to Planning Commission Staff Report Package](#)
 [G - Links to Planning Commission Meeting Comment Letters](#)
 [H - Public Notice](#)
 [I - Administrative Permit & Appeal Zoning Regulations](#)
 [J - Planning Division Permit History](#)

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

*To the Board of Supervisors meeting of August 6, 2019 at 8:30 A.M., Board Chambers,
675 Texas Street, Fairfield, CA*



Solano County

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Agenda Submittal

Agenda #:	1	Status:	Closed Session
Type:	Closed Session	Department:	County Counsel
File #:	19-524	Contact:	Bernadette Curry, 784-6151
Agenda date:	07/23/2019	Final Action:	

Title: Conference with Labor Negotiators: Solano County representatives: Marc Fox, Jeannine Seher, Mark Love, Georgia Cochran, Birgitta E. Corsello, and Nancy Huston. Employee organizations: Teamsters, Local 150 for Unit 1 (Attorneys); SEIU Local 1021 for Unit 2 (Nurses), Unit 5 (Health and Welfare Employees), Unit 7 (Regulatory, Technical and General Services Employees), Unit 8 (General Services Supervisors), Unit 9 (Clerical Employees) and Units 82, 87, 89, and 90 (Extra Help Employees); Solano County Deputy Sheriff's Association for Unit 3 (Law Enforcement Employees) and Unit 4 (Law Enforcement Supervisors); Public Employees Union, Local One for Unit 6 (Health and Welfare Supervisors) and Unit 16 (Mid-Management Employees); Stationary Engineers, Local 39 for Unit 10 (Skilled Craft and Service Maintenance Employees); Union of American Physicians and Dentists for Unit 11 (Physicians, Dentists and Psychiatrists); Solano County Probation Peace Officer Association for Unit 12 (Probation Employees) and Unit 15 (Probation Supervisors); Solano County Sheriff's Custody Association for Unit 13 (Correctional Officers); Teamsters, Local 856 for Unit 14 (Correctional Supervisors); Solano County Law Enforcement Management Association for Unit 17 (Law Enforcement Management) and Unit 18 (Sheriff's Office Management); Professional and Technical Engineers, Local 21 for Unit 19 (Executive and Senior Management); Unit 60 Legislative Group; Unit 61 (unrepresented Executive Management Employees), Unit 62 (unrepresented Senior Management Employees) and Unit 30 (Confidential Employees)

Conference with Legal Counsel: Existing Litigation: County of Solano v. Disney Construction, Inc. and related cross-action.

Conference with Legal Counsel: Existing Litigation: County of Solano v. Dept. of Water Resources, et al.

Conference with Legal Counsel: Potential Litigation: One case

Public Employee Appointment: Public Defender

Governing body: Board of Supervisors

District: All

Attachments: A - Memorandum

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

CLOSED SESSION MEMO

- A. LICENSE/PERMIT DETERMINATION (GC § 54956.7)
 - a. Number of applicants:_____
- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (GC § 54956.8)
 - a.
- C. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
 - a. County of Solano v. Disney Construction, Inc. and related cross-action.
 - b. County of Solano v. Dept. of Water Resources, et al.
- D. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC § 54956.9)
 - a. Significant exposure to litigation pursuant to GC § 54956.9 (b): One case
 - b. Initiation of litigation pursuant to GC § 54956.9(c):
- E. LIABILITY CLAIMS-JOINT POWERS AUTHORITY (GC § 54956.95)
 - a. Claimant:_____
 - b. Agency against whom claim filed:_____
- F. THREAT TO PUBLIC SERVICES OR FACILITIES (GC § 54957)
 - a. Consultation with:_____
- G. PUBLIC EMPLOYEE APPOINTMENT
 - a. Title: 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):

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

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

L. CASE REVIEW/PLANNING (GC § 54957.8)

M. REPORT INVOLVING TRADE SECRET (GC § 54962, etc.)

a. Estimated year of public disclosure:_____

N. HEARINGS

a. Subject matter:_____

(nature of hearing, i.e. medical audit comm.,
quality assurance comm., etc.)



Solano County

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Agenda Submittal

Agenda #:	2	Status:	Presentation
Type:	Resolution-Presentation	Department:	Health and Social Services
File #:	19-450	Contact:	Gerald Huber, 784-8400
Agenda date:	07/23/2019	Final Action:	
Title:	Adopt and present a resolution and plaque of appreciation honoring Carol Rice Mendoza, M.D., Board Certified Child and Adolescent Psychiatrist, upon her retirement from Health & Social Services, Behavioral Health Division, with 28 years of dedicated public service to Solano County (Supervisor Spring)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

The Health and Social Services Department recommends that the Board adopt and present a resolution and plaque of appreciation honoring Carol Rice Mendoza, M.D., Board Certified Child and Adolescent Psychiatrist, upon her retirement from the Department of Health & Social Services, Behavioral Health Division, with 28 years of dedicated public service to Solano County.

SUMMARY/DISCUSSION:

Dr. Carol Rice Mendoza, M.D., was hired by Solano County Health & Social Services, Mental Health Division in July 1991 as a Board-Certified Child and Adolescent Psychiatrist contract employee and became a permanent employee in December 1994. Throughout her professional career she was committed to the care of youth and adolescents at the Fairfield and Vallejo Children's Outpatient Clinics. Dr. Mendoza's role required a comprehensive evaluation of psychiatric needs, consideration of psychosocial stressors and medical issues, and coordination with primary care providers, teachers, social workers, probation officers, foster parents, and mental health staff. Dr. Mendoza was an ongoing source of support to youth in their wellness journeys. She routinely received positive customer service ratings for her role in supportive listening to the youth and families' needs and for her efforts to help improve their overall well-being.

Dr. Mendoza is well regarded by her colleagues for her collaborative and approachable style. She consistently found a way to partner with the treatment team in the best interest of the youth being served. She recently served as a clinical supervisor to a psychiatric mental health nurse practitioner and has also been a mentor and teacher to medical students on the career path of child and adolescent psychiatry. This work was in addition to her numerous consultations with mental health staff about the role of psychopharmacology and mental health treatment. Throughout her years of service she has evaluated and treated hundreds of youth with complex mental health conditions and has been a "go to" person for expert advice on diagnostic clarity.

Dr. Mendoza's strengths are her flexibility to meet the needs of her clients as scheduled and also find a way to address the issues of others whose urgent needs were not anticipated. She is appreciated for her skill set, her positive attitude, and compassion for others. Furthermore, her multi-cultural/multi-lingual knowledge of the Spanish language and Latinx culture have helped support the diverse community needs within Solano County. On behalf of the many she has served, H&SS wishes to recognize and honor Dr. Mendoza for her 28 years of service to Solano County.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget. The costs associated with preparation and purchase of the resolution materials and plaque are included in the Board's FY2019/20 Adopted Budget.

ALTERNATIVES:

The Board could choose to not approve the plaque of appreciation and resolution. This is not recommended as this is an opportunity to recognize Dr. Mendoza's contributions to the youth and families of Solano County at her retirement.

OTHER AGENCY INVOLVEMENT:

There is no other agency involvement, though Dr. Mendoza worked collaboratively with any other agencies necessary on behalf of her clients.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2019 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING DR. CAROL RICE MENDOZA, M.D., BOARD CERTIFIED CHILD AND ADOLESCENT PSYCHIATRIST, FOR 28 YEARS OF DEDICATED PUBLIC SERVICE TO SOLANO COUNTY

WHEREAS, Dr. Carol Rice Mendoza is an alumna of the University of California Los Angeles, where she graduated with a Bachelor of Arts degree in Biology, cum laude, and a Doctor of Medicine degree; she also holds a Masters degree in Biology from the University of California San Diego; and

WHEREAS, Dr. Mendoza completed her internship, residency and fellowship in Child and Adolescent Psychiatry at Harbor UCLA Medical Center Torrance, California; and

WHEREAS, Dr. Mendoza began her employment with Solano County as a Board Certified Child and Adolescent Psychiatrist in Children's Mental Health Outpatient clinic on July 16, 1991; and

WHEREAS, Dr. Mendoza's professional career spans 28 years of serving youth and adolescents from the Fairfield and Vallejo Children's Outpatient Clinics where she provided comprehensive evaluation of the psychiatric needs of youth with full consideration of their psychosocial stressors and other medical issues; and

WHEREAS, Dr. Mendoza coordinated with primary care providers, teachers, social workers, probation officers, foster parents, and mental health staff to support youth with their wellness journey; and

WHEREAS, Dr. Mendoza served as a mentor to a psychiatric mental health nurse practitioner, medical students on the career path of child and adolescent psychiatry, and to the multi-disciplinary treatment teams serving youth and their families; and

WHEREAS, Dr. Mendoza's strengths are her flexibility to meet the needs of youth while managing to also help others with unplanned, urgent needs, always finding a way to resolve issues and work with the treatment team in the best interest of the youth being served; and

WHEREAS, Dr. Mendoza is appreciated for her superb skill set, positive attitude and compassion for others, her knowledge of the Latino culture, and her ability to provide services to youth and families in their native language Spanish.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby honors Dr. Carol Rice Mendoza for her 28 years of dedicated services to the youth and families of Solano County, and wishes her a long, happy and well-deserved retirement.

Dated this 23rd day of July, 2019

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

675 Texas Street
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Agenda Submittal

Agenda #:	3	Status:	Presentation
Type:	Resolution-Presentation	Department:	Health and Social Services
File #:	19-526	Contact:	Gerald Huber, 784-8400
Agenda date:	07/23/2019	Final Action:	
Title:	Adopt and present a resolution declaring August 2019 as World Breastfeeding Week in Solano County (Chairwoman Hannigan)		
Governing body:	Board of Supervisors		
District:			
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services (H&SS) recommends that the Board adopt and present a resolution declaring August 2019 as World Breastfeeding Week in Solano County.

SUMMARY/DISCUSSION:

The World Alliance for Breastfeeding Action coordinates World Breastfeeding Week. This year's theme for World Breastfeeding Week is "*Empower parents, enable breastfeeding.*" Gender-equitable parental social protection can help promote and sustain breastfeeding, ensure parental rights through policies and legislation and advance the Sustainable Development Goals (SDGs) developed by the United Nation's world leaders in September 2015 aimed at ending poverty in five major areas of development: 1) Nutrition and food security; 2) Health, well-being and survival; 3) Environment and climate change; 4) Work productivity, empowerment and social protection; and 5) Sustainable partnerships and rule of law.

The Breastfeeding Coalition of Solano County was established in 1997 to provide breastfeeding education to the community and provide a venue for networking and coordination of perinatal services. The Coalition recognizes that breastfeeding plays a role in the human life cycle in many ways. Breastfeeding is the first and most optimal nutrition available for developing infants. It is a key component in food security in many of our underserved populations who are economically disadvantaged, and breastmilk provides optimal cognitive, emotional and physiological attributes for babies, providing a foundation for health and well-being. The County's Women, Infants and Children (WIC) Program efforts to increase exclusive breastfeeding rates have been successful through the Regional Breastfeeding Liaison position and Breastfeeding Peer Counseling program. The WIC Program is focused on improving the 6-month exclusive breastfeeding rates from, 22.0% in FY2017/18, and 21.8% in FY 18/19 to achieve the Healthy People 2020 goal of 25.5%.

In recognition of World Breastfeeding Week, the Breastfeeding Coalition recognizes and celebrates World

Breastfeeding Week throughout the month of August 2019. The Breastfeeding Coalition is proudly hosting a Donor Breast Milk Drive on August 15 from 10:30 AM - 1:30 PM at 2101 Courage Drive in Fairfield to receive donations for the San Jose Mother's Milk bank that provides needed breastmilk for premature and medically-fragile infants. In addition to the Donor Breast Milk Drive, the Breastfeeding Coalition will be providing fresh produce, healthy food tastings and breastfeeding educational materials and activities.

FINANCIAL IMPACT:

The H&SS staff time associated with the planned World Breastfeeding Week activities is budgeted within the department's FY2019/20 Adopted Budget. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget. The costs associated with preparation and purchase of the resolution materials and plaque are included in the Board's FY2019/20 Adopted Budget.

ALTERNATIVES:

The Board may choose not to adopt this resolution. This is not recommended as breastfeeding is a natural, cost-effective and environmentally-friendly way to promote infant and mother health and bonding.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2019 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING AUGUST 1-7 AS WORLD BREASTFEEDING WEEK IN SOLANO COUNTY

WHEREAS, the World Breastfeeding Week 2019 theme is “Empower parents, enable breastfeeding”; and

WHEREAS, breastfeeding is a key element in the health and well-being of every child from the beginning of his or her life; and

WHEREAS, breastfeeding is the great equalizer, giving every child a fair and optimal start in life, particularly among poor and vulnerable groups; and

WHEREAS, the Woman, Infants and Children program, the Regional Breastfeeding Liaison and the Breastfeeding Peer Counseling program are committed to increasing participant breastfeeding rates at six months of age; and

WHEREAS, breastfeeding and adequate complementary feeding are fundamentals for readiness to learn, contributing to mental and cognitive development; and

WHEREAS, breastfeeding provides a healthy, non-polluting, non-resource intensive, sustainable and natural source of nutrition and sustenance; and

WHEREAS, breastfeeding safeguards infant health and nutrition in times of adversity and natural weather-related disasters; and

WHEREAS, the Breastfeeding Coalition of Solano County recognizes the entire month of August to celebrate World Breastfeeding Week; and

WHEREAS, in the month of August, the Breastfeeding Coalition is hosting its 4th annual Donor Breast Milk Drive to receive donations for the San Jose Mother's Milk Bank that provides breastmilk for premature and medically-fragile infants.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby recognizes August 1-7, 2019 as World Breastfeeding Week and joins other counties, the State and countries throughout the world in this observance.

Dated this 23rd day of July, 2019

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	4	Status:	Presentation
Type:	Resolution-Presentation	Department:	Probation
File #:	19-551	Contact:	Christopher Hansen, 784-4803
Agenda date:	07/23/2019	Final Action:	
Title:	Adopt and present a resolution recognizing July 21 through July 27, 2019 as Probation and Community Supervision Week (Supervisor Thomson)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

The Chief Probation Officer recommends the Board of Supervisors adopt and present a resolution recognizing July 21 through July 27, 2019 as Probation and Community Supervision Week.

SUMMARY/DISCUSSION:

The American Probation and Parole Association (APPA) has designated July 21 through July 27, 2019 as Probation and Community Supervision Week nationally. This week has been set aside to recognize and celebrate the dedicated and caring individuals whose genuine desire to protect and serve their community is apparent in their dedication, compassion, and hard work to make Solano County a safer place to live. These professionals are on duty each day to assist justice-involved adults and youth in becoming better citizens and leading productive lives. The Department recognizes the need to raise public awareness about the services and functions of probation agencies in the community and therefore wishes to participate in the upcoming Probation and Community Supervision Week. The theme for this year is "Restoring Trust, Creating Hope."

Today in America, there are over 5 million adults under community supervision and most are monitored by probation and parole officers. Monitoring may take the form of home contacts, drug testing, counseling sessions, and helping clients to find suitable housing and employment. Many officers also supervise clients using electronic monitoring equipment which requires knowledge of newer technologies.

Currently, Solano County employs 88 probation officers to supervise 2,883 adults and 241 youth, and 51 group counselors to supervise up to 50 youth detained at the Juvenile Detention Facility (JDF) and the Challenge Academy. Probation continues to impact Solano County by linking the justice system's many diverse stakeholders, including law enforcement, the courts, prosecutors, defense attorneys, community-based organizations, mental health/drug treatment service providers, the community, the victim, and the client.

The Department's general responsibilities are defined in the following categories:

- Intake and investigation - Conduct pre-trial, pre-sentence, and intake services.
- Supervision - Supervise adults and juveniles in the community, including courtesy supervision for clients who live in Solano County but committed an offense in another county or state. Adult services are outlined in California Penal Code Section 1203, and Juvenile services are outlined in California Welfare and Institutions Code Section 202.
- Collections - Collection of money from clients for restitution, fines and fees, and its distribution to the appropriate parties (e.g., victims, courts, etc.).
- Custody - Detention of youth in the JDF, electronic monitoring and home supervision.

FINANCIAL IMPACT:

The costs associated with Probation, Parole, and Community Supervision Week (e.g., printing of brochures and posters) are nominal and will be absorbed in the Department's FY2019/20 Adopted Budget. The costs associated with preparation and purchase of the resolution materials are included in the Board's FY2019/20 Adopted Budget.

ALTERNATIVES:

The Board of Supervisors could choose:

1. Not to adopt the resolution; however, this alternative is not recommended because it bestow recognition upon Probation, Parole, and Community Supervision professionals during this special week; and/or
2. To proclaim another week as Probation, Parole, and Community Supervision Week; however, this alternative is not recommended because the week of July 21 through 27, 2019 has been nationally designated as Probation, Parole, and Community Supervision Week.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2019 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING JULY 21-27, 2019 AS PROBATION AND COMMUNITY SUPERVISION WEEK

WHEREAS, the Solano County Board of Supervisors desires to recognize Probation Officers and Group Counselors as an essential part of the criminal justice system, and as a partner in supporting the County's mission and related Board goals (e.g., maintaining a safe community, improving the health and well-being of those who live and work here, and investing resources in and for the future); and

WHEREAS, Probation Officers are trained professionals responsible for supervising adults and juveniles in the community, and upholding the law with dignity while recognizing the right of the public to be safe-guarded from criminal activity; and

WHEREAS, Probation Officers work in partnership with government and community agencies/groups to provide services, support, and protection for victims, as well as referrals for services; and

WHEREAS, Group Counselors provide a safe and secure detention facility, and incorporate evidence-based practices into programs for justice-involved youth within the facility and the Challenge Academy; and

WHEREAS, Probation Officers and Group Counselors promote prevention, intervention, and advocacy of community and restorative justice; and

WHEREAS, Probation Officers and Group Counselors work in concert with clients and the community to create a collaborative team to reduce barriers, create opportunities for success, and reduce recidivism; and

WHEREAS, Probation Officers and Group Counselors are firm, fair, and care and work diligently to promote positive behavior change.

NOW, THEREFORE BE IT RESOLVED THAT, the Solano County Board of Supervisors do hereby recognize July 21 through July 27, 2019 as:

PROBATION AND COMMUNITY SUPERVISION WEEK

And encourage all citizens to honor Solano County Probation Officers and Group Counselors for their work, and to recognize their achievements.

Dated this 23th day of July, 2019

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	5	Status:	Consent Calendar
Type:	Meeting Attendance Report	Department:	Clerk of the Board of Supervisors
File #:	19-573	Contact:	Jeanette Neiger, 784-6125
Agenda date:	07/23/2019	Final Action:	
Title:	Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Appointment List		

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

DEPARTMENTAL RECOMMENDATION:

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

SUMMARY:

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

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

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

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

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

2019 BOARD OF SUPERVISORS APPOINTMENTS

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

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required	
NATIONAL													
NACO		Primary	Primary	Primary	Primary	Primary	Jan. 8, 2019	1 year					
REGIONAL/STATE													
ABAG Executive Board	Fred Castro, Clerk of the Board (415) 820-7900	Primary	Alternate				Jun. 26, 2018	June 30, 2020	Board every 2 months, 3rd Thurs. 7 p.m.	\$150	\$0-\$1,000	Yes	
ABAG General Assembly	Fred Castro, Clerk of the Board (415) 820-7901	Primary	Alternate				Jun. 26, 2019	June 30, 2020	Twice a year	No		No	
ABAG Regional Planning Committee	Miriam Chion (415) 820-7900		Primary				Jan. 8, 2019	1 year	1st Wed. alternative months 1 p.m. - 3 p.m.	\$150	\$0-\$1,000	No	
Bay Area Air Quality Management District (BAAQMD). Term ends January 2021	Marcy Hiratzka (415) 749-5073			Primary			Jan. 8, 2019	4 years	1st and 3rd Wed., 9:45 a.m.	\$100 + tolls & milage	\$2,000-\$3,000	Yes	
BAAQMD Sub Committees	Marcy Hiratzka (415) 749-5074			Primary			Jan. 8, 2019	4 years	9:30 a.m.	\$100 + tolls & milage	\$2,000-\$3,000	Yes	
Bay Conservation and Development Commission	Lawrence Goldzband (415) 352-3600			Primary	Alternate		Jan. 8, 2019	1 year	1st & 3rd Thurs., 1 p.m.	\$100	\$2,000-\$3,000	Yes	
California Fairs Financing Authority	Becky Bailey-Findley (916) 263-6177				Primary		Jan. 8, 2019	1 year	Quarterly	No		Yes	
CASA the Committee to House the Bay Area Legislative Task Force (MTC/ABAG)	Fred Castro, Clerk of the Board (415) 820-7901				Primary		Mar. 12, 2019	1 year	Monthly	No		No	
CSAC, Board of Directors	Matt Cate, Executive Director (916) 327-7500 ext. 506	Primary	Alternate				Jan. 8, 2019	1 year	2/16, 5/18, 9/7, 11/30	No		No	
Delta Conservancy Board	Brandon Chapin (916) 375-2091				Alternate	Primary	Jan. 8, 2019	2 years	4th Wed. alternate months beginning Jan. 9 a.m. - 12 p.m.			Yes	
Delta Counties Coalition	Roberta Goulart 784-7914				Alternate	Primary	Sept. 11, 2018	1 year	As Needed	No		No	
Delta Protection Commission	Ashlet Medina (916) 375-4800				Alternate	Primary	Jan. 8, 2019	1 year	Every other month	No		Yes	
Delta Stewardship Council (appointment required only when Supervisor is appointed as the Chair of the Delta Protection Commission)	Jessica Pearson (916) 445-4500						Jan. 8, 2019	2 years	4th Thurs. (and often Friday) of the month			Yes	
Marin Clean Energy JPA Board of Directors	Darlene Jackson, (415) 464-6032		Alternate		Primary		Apr. 9, 2019	1 year	3rd Thursday of the month at 7 p.m.	No		Yes	
Northern California Counties Trinal Matters Consortium	Nancy Huston 784-6107 & Michelle Heppner 784-3002	Alternate			Primary		Jan. 8, 2019	1 year	As Needed			No	
Yolo Bypass/Cache Slough Complex MOA	Roberta Goulart 784-7914				Alternate	Primary	May 1, 2018	1 year	As Needed	No		No	
Yolo-Solano Air Quality Board	Denise Almaguer (530) 757-3675		Primary	Alternate	Primary	Primary	Jan. 8, 2019	1 year	2nd Wed., 9 a.m.	\$100	\$1,001-\$2,000	Yes	
4 C's	Michelle Heppner 784-3002	Primary	Primary	Primary	Primary	Primary	Jan. 8, 2019	1 year	1/12, 3/9, 5/11, 8/10, 11/9 @ 7 p.m.	No		Yes	
4 C's Joint Steering Committee *Vice Chair of 4C's and Chair of Board of Supervisors	Michelle Heppner 784-3002	Primary			Primary		Jan. 8, 2019	1 year	As Needed	No		Yes	
REGIONAL/STATE - OTHER													
Metropolitan Transportation Commission (MTC) (Appointment to MTC is through nomination by the Mayor's City Selection Committee and affirmed by the Board of Supervisors every four years)	Therese McMillan, Executive Director (415) 778-5210			Primary			Dec. 4, 2018	4 years	4th Wed., 9:30 a.m.	\$100 + tolls & milage	\$2,000-\$3,000	Yes	
Bay Area Toll Authority (BATA) (MTC Member)	Therese McMillan, Executive Director (415) 778-5210			Primary			Dec. 4, 2018	4 years	4th Wed., 9:30 a.m.	\$100 + tolls & milage	\$1,001-\$2,000	Yes	

2019 BOARD OF SUPERVISORS APPOINTMENTS

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

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required	
Napa/Solano Area Agency on Aging Oversight Board	Joyce Goodwin, 784-8203	Alternate	Primary				Nov. 6, 2018	4 years	TBD	No		Yes	
Service Authority for Freeways & Expressways (SAFE) (MTC Member)	Therese McMillan, Executive Director (415) 778-5210			Primary			Dec. 4, 2018	4 years	As Needed	\$100 + tolls & milage	\$0-\$1,000	Yes	
COUNTYWIDE													
Community Action Partnership (CAP) Solano JPA Tripartite Advisory Board	Debbie Vaughn 784-6113	Primary					Jan. 8, 2019	2 years	As Needed	No		No	
East Vallejo Fire Protection District	Magen Yambao 784-1969	Primary	Primary	Primary	Primary	Primary	Jan. 8, 2019	1 year	Quarterly	No		Yes	
First 5 Solano Commission	Megan Richards 784-1335	Primary					Jan. 8, 2019	1 year	1/10, 3/7, 4/4, 6/6, 8/8, 10/3, 10/21, Retreat 10 a.m. - 3 p.m., 12/5	\$100	\$0-\$1,000	Yes	
In-Home Supportive Services Public Authority	Teri Ruggiero 784-8803	Primary	Primary	Primary	Primary	Primary	Jan. 8, 2019	1 year	Jan., Mar., Apr., Jun., Aug., Oct., Nov., 3rd Mon. 2 p.m. - 4 p.m.			Yes	
Juvenile Justice Coordinating Council	Christopher Hansen 784-4803	Primary					Jan. 8, 2019	1 year	As Needed	No		No	
LAFCO	Michelle McIntyre 439-3897			Primary	Primary	Alternate	Jan. 8, 2019	1 year	2nd Mon. of even numbered months, 1:30 p.m.	\$100	\$0-\$1,000	Yes	
Law Library Board of Trustees	Bonnie Katz 784-1502				Primary		Jan. 8, 2019	1 year	Monthly	No		No	
Mental Health Advisory Board	Cindy Limerick 784-8336		Primary				Jan. 8, 2019	1 year	3rd Tues. of the month with exception of July 4:30 p.m. - 6 p.m.	No		Yes	
Remote Access Network Board	Angelica Russell 784-7048					Primary	Jan. 8, 2019	1 year	Last Thurs. in Feb., or Mar. & Oct. 10 a.m.	No		No	
Solano Economic Development Corp.	Pat Uhrich 864-1855	Primary			Alternate		Jan. 8, 2019	1 year	1/12, 3/9, 5/11, 7/13, 9/14, 11/9 @ 9 a.m.	No		No	
Solano Facilities Corporation	Megan Greve, 784-7900	Primary	Primary	Primary	Primary	Primary	Jan. 8, 2019	1 year	As Needed	No		Yes	
Solano Land Trust	Nicole Byrd 432-0150 ext. 210				Primary		Jan. 8, 2019	1 year	1st Wed. @ 5:30 p.m.	No		Yes	
Solano Open Space (formerly Tri-City & County Cooperative Planning Group)	Resource Management Matt Walsh 784-3168	Alternate	Primary				Jan. 8, 2019	1 year	Quarterly	No		Yes	
Solano Transportation Authority	Johanna Masiclat 424-6008	Alternate		Primary			Jan. 8, 2019	1 year	2nd Wed., 6 p.m.	\$100	\$1,001-\$2,000	Yes	
Solano Subbasin Groundwater Sustainability Agency Board of Directors (Dist. 4 & 5 permanent primaries. Alternate Board member appointed annually)	Misty Kaltreider 784-3311			Alternate	Primary	Primary	Jan. 8, 2019	Alternate 1 year	2nd Thurs., each month @ 5 p.m.	No		Yes	
Solano Water Authority	Natasha Montgomery 455-4080			Primary	Alternate		Jan. 8, 2019	1 year	As Needed	No		Yes	
Solano County Blue Ribbon Commission on Children in Foster Care	Sara Jones 207-7619	Primary					Jan. 8, 2019	1 year	As Needed	No		No	
Solano County Consolidated Oversight Board (effective July 1, 2018) Public Member: Jerry Wilkerson	Jeanette Neiger 784-6125			Primary		Alternate	Mar. 13, 2018	1 year	TBD	No		Yes	
Solano County Water Agency	Sandra McLean 455-1100	Primary	Primary	Primary	Primary	Primary	Jan. 8, 2019	1 year	2nd Thur., 6:30 p.m.	100 + milage	\$1,001-\$2,000	Yes	
Solid Waste Independent Hearing Panel	Jag Sahota 784-3308				Primary		Jan. 8, 2019	1 year	As Needed	\$100	\$0-\$1,000	Yes	
Travis Community Consortium	David White, Fairfield City Manager 428-7400				Alternate	Primary	Jan. 8, 2019	1 year	As Needed			No	
Vacaville-Fairfield-Solano Greenbelt Authority	Brian Miller 428-7446			Primary	Primary		Jan. 8, 2019	1 year	As Needed	No		No	

2019 BOARD OF SUPERVISORS APPOINTMENTS

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

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required	
Vallejo Flood & Wastewater District	Holly Charlety 644-8949 ext 202	Primary	Alternate				Jan. 8, 2019	1 year	2nd Tues. Jan. - July 6 p.m. - 7 p.m., 3rd Tues. Aug. 6 p.m. - 7 p.m., 2nd Tues. Sept. - Dec. 6 p.m. - 7 p.m.	\$100	\$1,001-\$2,000	Yes	
Winters Branch Library Financing Authority	Chris Crist, Business Svcs. Manager (530) 666-8083				Primary	Primary	Jan. 8, 2019	1 year	As Needed	No		Yes	
BOARD OF SUPERVISORS COMMITTEES													
Area Agency on Aging Committee	Birgitta Corsello 784-6100		Primary	Primary			May 1, 2018	1 year	As Needed	No		No	
Cannabis Committee	Bill Emlen 784-6765	Primary			Primary		Jan. 8, 2019	1 year	As Needed	No		No	
City of Vallejo Interagency Committee	City Manager's Office, City of Vallejo 648-4576	Primary	Primary				Jan. 8, 2019	1 year	As Needed	No		No	
Fair Governance Committee Inactive	Nancy Huston 784-6107		Primary			Primary	Feb. 6, 2018	1 year	As Needed	No		No	
Health & Social Services & Family Justice Committee Inactive	Jerry Huber 784-8400	Primary	Primary				Jan. 8, 2019	1 year	As Needed	No		No	
Historical Records Committee	Dianne Luna 784-3105		Primary			Primary	Jan. 8, 2019	1 year		No		No	
Human Services Needs Assessment Committee	Megan Richards 784-1335	Primary				Primary	Sept. 25, 2018	1 year	As Needed	No		No	
Lakes Water System Policy Committee	Misty Kaltreider 784-3311	Primary		Primary			Feb. 5, 2019	1 year	TBD	No		No	
Law & Justice Committee Inactive							Jan. 8, 2019	1 year	As Needed	No		No	
Legislation	Michelle Heppner 784-3002	Primary			Primary		Jan. 8, 2019	1 year	As Needed	No		No	
Military & Veterans Affairs Committee	Ted Puntillo 784-6590				Primary	Primary	Jan. 8, 2019	1 year	As Needed	No		No	
Public Art Committee	Kanon Artiche 784-2781	Primary			Alternate		Jan. 8, 2019	1 year	As Needed	No		No	
Regional Park Committee	Resource Management Bill Emlen 784-6765	Primary			Primary		Jan. 8, 2019	1 year	As Needed	No		No	
Senior Issues Committee	Jerry Huber 784-8400		Primary		Primary		Jan. 8, 2019	1 year	As Needed	No		No	
Solano 360 Committee Project	Nancy Huston 784-6107	Primary		Primary			Jan. 8, 2019	1 year	As Needed	No		No	
Solano 360 Implementation Committee	Nancy Huston 784-6107	Primary		Primary			Jan. 8, 2019	1 year	As Needed	No		No	
Solano Children's Alliance	Alan Kerzin 421-7229		Primary				Jan. 8, 2019	4 years	1st Wed., 12 p.m.	No		No	
Transportation Land Use Committee	Resource Management Bill Emlen 784-6765			Primary	Primary		Jan. 8, 2019	1 year	As Needed	No		No	
University of California Cooperative Extension Capital Corridor Multi-County Partnership Leadership Advisory Committee	Morgan Doran 784-1317				Primary	Alternate	Jan. 8, 2019	1 year	As Needed	No		No	
TOTAL ASSIGNMENTS		30	23	23	35	22							
Updated 4-9-19													



Solano County

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Fairfield, California 94533
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Agenda Submittal

Agenda #:	6	Status:	Consent Calendar
Type:	Minutes	Department:	Clerk of the Board of Supervisors
File #:	19-533	Contact:	Jeanette Neiger, 784-6125
Agenda date:	07/23/2019	Final Action:	
Title:	Approve the minutes of the Solano County Board of Supervisors meetings of May 14, May 17, May 18 and May 21, 2019		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Minutes - May 14, 2019, B - Minutes - May 17, 2019, C - Minutes - May 18, 2019, D - Minutes - May 21, 2019		

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

Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

Presented for your approval are the minutes of the Solano County Board of Supervisors meetings of May 14, May 17, May 18 and May 21, 2019.



Solano County

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

Minutes - Draft Board of Supervisors

*Erin Hannigan (Dist. 1) Chairwoman
(707) 553-5363*

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

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

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

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

Tuesday, May 14, 2019

8:30 AM

Board of Supervisors Chambers

CALL TO ORDER

The Solano County Board of Supervisors met on the 14th day of May, 2019 in regular session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 8:32 A.M. Present were Supervisors Brown, Vasquez, Thomson and Chairwoman Hannigan. Supervisor Spering was excused. Chairwoman Hannigan presided. Also present were County Administrator Birgitta E. Corsello and County Counsel Dennis Bunting.

ROLL CALL

Erin Hannigan, Monica Brown, John M. Vasquez and Skip Thomson. James P. Spering was excused and arrived later in the meeting.

CLOSED SESSION

It was noted that the Closed Session attachment contained an error. A corrected memorandum was provided to the Board and public. The Solano County Board of Supervisors recessed to Closed Session at 8:33 A.M. to discuss the following matters:

1 [19-366](#) Conference with Legal Counsel: Existing Litigation: County of Solano v. Dept. of Water Resources, et al.

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

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

RECONVENE

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

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chairwoman Hannigan announced that by a vote of 4-0, the Board had appointed Ed King as the County's new Agricultural Commissioner/Sealer of Weights and Measures effective July 8, 2019. (Resolution No. 2019-118 - See Resolution Book)

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

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

PRESENTATIONS

- 2 **19-379** Adopt and present a resolution proclaiming the week of May 19-25, 2019 as National Public Works Week in Solano County (Supervisor Vasquez)

Attachments: [A - Resolution](#)
 [B - National Public Works Week](#)
 [Adopted Resolution](#)
 [Minute Order](#)

On motion of Supervisor Vasquez, seconded by Supervisor Thomson, the Board adopted and presented Resolution No. 2019-104 proclaiming the week of May 19-25, 2019 as National Public Works Week in Solano County. So ordered by 4-0 vote. (See Resolution Book)

Enactment No: Resolution 2019-104

- 3 [19-373](#) Adopt and present resolutions proclaiming the week of May 12, 2019 as Junior Reserve Officer Training Corps (ROTC) Week and recognizing the contributions of the four high school JROTC units in Solano County (Supervisor Sperring)

Attachments: [A - Vanden Resolution](#)
 [B - Armijo Resolution](#)
 [C - Fairfield Resolution](#)
 [D - Jesse Bethel Resolution](#)
 [Adopted Resolution - Armijo](#)
 [Adopted Resolution - Bethel](#)
 [Adopted Resolution - Fairfield](#)
 [Adopted Resolution - Vanden](#)
 [Item 3 Minute Order.pdf](#)

On motion of Supervisor Vasquez, seconded by Chairwoman Hannigan, the Board adopted and presented Resolution No. 2019-105 through Resolution 2019-108 proclaiming the week of May 19-25, 2019 as National Public Works Week in Solano County. So ordered by 4-0 vote. (See Resolution Book)

Enactment No: Resolution 2019-105 - Resolution 2019-108

- 4 [19-380](#) Receive a presentation from the Department of Resource Management on the selection of Robert Liu for "Employee of the Month" for June 2019

Attachments: [Minute Order](#)

Received

- 5 [19-329](#) Adopt and present a resolution recognizing June 2019 as Philippine Cultural Month in Solano County (Chairwoman Hannigan)

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

On motion of Chairwoman Hannigan, seconded by Supervisor Thomson, the Board adopted and presented Resolution No. 2019-109 recognizing June 2019 as Philippine Cultural Month in Solano County. So ordered by 4-0 vote. (See Resolution Book)

Enactment No: Resolution 2019-109

6 **19-303**

Adopt and present a resolution recognizing May 19-25, 2019 as Emergency Medical Services (EMS) Week in Solano County (Supervisor Thomson)

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

On motion of Supervisor Thomson, seconded by Supervisor Brown, the Board adopted and presented Resolution No. 2019-110 recognizing May 19-25, 2019 as Emergency Medical Services (EMS) Week in Solano County. So ordered by 4-0 vote. (See Resolution Book)

Enactment No: Resolution 2019-110

13 **19-359**

Adopt a resolution recognizing Monday, May 27, 2019 as Memorial Day, a day to honor Americans who died fighting in any War

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

On motion of Supervisor Thomson, seconded by Supervisor Vasquez, the Board adopted and presented Resolution No. 2019-111 recognizing Monday, May 27, 2019 as Memorial Day, a day to honor Americans who died fighting in any War. (See Resolution Book)

Enactment No: Resolution 2019-111

ITEMS FROM THE PUBLIC

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

A) George Guynn, Suisun City, commented on the Solano360 project.

B) Donald Tipton, unincorporated Vallejo, commented on special meetings and separation of the Auditor-Controller's Office.

Chairwoman Hannigan noted that there were two special meetings at the end of the week that had been noticed.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chairwoman Hannigan noted that Item 13 had been moved up to the Presentations earlier.

APPROVAL OF THE AGENDA

On motion of Supervisor Vasquez, seconded by Supervisor Thomson, the Board approved the agenda of the Solano County Board of Supervisors for May 14, 2019 as amended. So ordered by 4-0 vote.

PUBLIC COMMENT ON CONSENT CALENDAR

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

A) Donald Tipton, unincorporated Vallejo, commented on Item 9 regarding non-cash assets.

Auditor-Controller Phyllis Taynton provided information on non-cash assets, noting that the detail was in the Treasurer's Report and that she would provide information back to the Board and Mr. Tipton about these assets.

APPROVAL OF THE CONSENT CALENDAR

On motion of Supervisor Vasquez seconded by Supervisor Brown, the Board approved the following Consent Calendar items by 4-0 vote.

CONSENT CALENDAR

- 7 [19-367](#) Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors
- Attachments:* [A - Appointment List](#)
 [Minute Order](#)
- Received and Filed**
- 8 [19-362](#) Authorize the County's contribution of \$500 from the General Fund contribution allocated to District 5 to benefit Solano Community College's Veterans Resource Center
- Attachments:* [Minute Order](#)
- Approved**
- 9 [19-339](#) Accept the Quarterly Review of the Statement of Assets of the Solano County Treasury as of March 31, 2019
- Attachments:* [A - Treasury Review Report Q3](#)
 [Minute Order](#)
- Accepted**

- 10 [19-332](#) Accept the Solano County Treasurer's Quarterly Report for the period of January 1, 2019 through March 31, 2019

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

Accepted

- 11 [19-369](#) Approve an Appropriations Transfer Request to record receipt of \$2,617,237 in loan proceeds within the Airport Special Aviation Fund and to transfer \$2,617,237 in appropriations from the Airport Special Aviation Fund to the Nut Tree Airport Office Renovation Project and the County T-Hangar Project, for a combined total of \$5,234,474, as a technical adjustment to comply with the loan agreement with Caltrans (4/5 vote required)

Approved

- 12 [19-372](#) Approve a 3 year contract with Pitney Bowes in an amount not to exceed \$200,000, for the term May 14, 2019 through May 13, 2022, to provide pre-sort mailing services; and Authorize the General Services Director to sign the contract and any subsequent contract modifications and/or extensions not to exceed two additional 1 year periods and within the established budget

Attachments: [A - Contract](#)
 [B - Pitney Bowes Comparison](#)
 [Executed Contract](#)
 [Minute Order](#)

Approved

- 14 [19-302](#) Approve a plaque of appreciation honoring Janet Jay Charles, Mental Health Clinician, Licensed, upon her retirement from the Department of Health & Social Services, Behavioral Health Division with over 18 years of dedicated public service to Solano County

Attachments: [Minute Order](#)

Approved

- 15 [19-356](#) Adopt a resolution authorizing the District Attorney to execute a revenue contract with the State of California Victim Compensation Board (VCB) to fund victim restitution services in the amount of \$226,758 for the period of July 1, 2019 through June 30, 2022; and Authorize the District Attorney to execute contract extensions or amendments directly related to ongoing contract activities and within budgeted appropriations

Attachments: [A - Resolution](#)
 [B - Contract](#)
 [C - Contract Attachment](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019-112

- 16 [19-385](#) Approve an Appropriations Transfer Request of \$11,615 for indigent burial services (4/5 vote required)

Attachments: [Minute Order](#)

Approved

- 17 [19-387](#) Approve the Solano Operational Area Mutual Aid Agreement between Solano County, the Cities and Fire Districts for hazard emergency response; and Authorize the Chair of the Board to sign the agreement

Attachments: [A - Solano Mutual Aid Agreement](#)
 [Adopted Agreement](#)
 [Minute Order](#)

Approved

- 18 [19-382](#) Adopt a resolution to allow the Solano County Housing Authority to submit a Letter of Interest Package to participate in the first cohort of the U.S. Department of Housing and Urban Development's (HUD) Move-to-Work (MTW) demonstration expansion

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

Adopted

Enactment No: Resolution 2019-113

19 **[19-388](#)**

Adopt a resolution authorizing execution of a funding agreement for a grant in the amount of \$92,916 from the National Fish and Wildlife Foundation for restoration, planning and accessible interpretive improvements at Beldens Landing Water Access Facility; and Authorize the Director of Resource Management or designee to conduct all negotiations and to sign and submit all documents necessary for the completion of the project

Attachments: [A - Resolution](#)
 [B - Funding Agreement](#)
 [C - Exhibit A](#)
 [D - Exhibit B](#)
 [Adopted Agreement](#)
 [Adopted Resolution](#)

Adopted

Enactment No: Resolution 2019-114

20 **[19-298](#)**

Approve the date of June 11, 2019 for a public hearing regarding Green Valley Open Space Maintenance District assessments for FY2019/20; Adopt a resolution directing preparation of the Annual Engineer's Report; and Adopt a resolution of intention to order improvement and levy assessments for the Green Valley Open Space Maintenance District

Attachments: [A - Resolution - Preparation of Engineer's Report](#)
 [B - Resolution - Notice of Intent](#)
 [Adopted Resolution - Preparation of Engineer's Report](#)
 [Adopted Resolution - Notice of Intent](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019-115 and Resolution 2019-116

REGULAR CALENDAR

21 **[19-386](#)**

Receive a report on the Solano County 2018 Index of Economic and Community Progress

Attachments: [A - 2018 Solano County Index](#)
 [Presentation](#)
 [Minute Order](#)

Principal Management Analyst James Bezek introduced the item.

Dr. Robert Eyler, Ph.D. presented an overview of the 2018 Index of Economic and Community Progress.

In response to questions from Supervisor Thomson, Dr. Eyler provided additional information on unemployment and wages within the County.

In response to questions from Supervisor Brown, Dr. Eyler provided information on impacts of rising gas prices and SB 1.

Supervisor Brown commented on differences in gas prices around the country and gas taxes for roads.

Chairwoman Hannigan commented on taxes on gas prices.

In response to comments from Supervisor Vasquez, Dr. Eyler provided information on the separation of farm and non-farm labor statistics.

In response to comments from Chairwoman Hannigan, Dr. Eyler noted that there had been some shifting in the types of crops being grown and that drought did have some impacts on statistics. He advised that ag technology would likely be increasing in the future.

In response to questions from Supervisor Vasquez, Dr. Eyler provided information on the impacts of cannabis on agricultural values and gross product in agriculture.

Supervisor Vasquez commented on the need to address water concerns when looking at building more homes.

Dr. Eyler provided information on the recent drought.

Supervisor Thomson commented on a recent article about Uber losses and the need to look at what to do with high school graduates with minimal skills.

Dr. Eyler provided information on potential future technology impacts on the younger workforce.

Solano EDC President/CEO Bob Burris provided information on Solano EDC's programs and the Solano County workforce.

Supervisor Vasquez commented on entrepreneurs and entry level workers, noting that the service industry was looking for workers.

Mr. Burris also commented on the entry level workforce.

Chairwoman Hannigan commented on the number of individuals receiving aid from the County and the need to get the individuals into paying jobs.

County Administrator Birgitta Corsello provided information on the use of the report by agencies such as the Solano EDC and the Workforce Development Board, as well as partnerships with the Office of Education and the community college regarding looking at job skills. She then advised that staff was tracking a number of water bills and noted that the Governor's May Revise included funding for desalinization, etc.

Supervisor Vasquez commented on desalinization and advised that there was no silver bullet to solve the issues.

Dr. Eyler noted that the way to reduce drought was the conservation of water and advised that it was also a matter of supply and demand.

Chairwoman Hannigan commented on conservation. She then advised that a documentary called No Small Matters would be shown on Thursday at the Empress Theater on Virginia Street in Vallejo that showed the impact of adults on young children and youth for future success or failure. She then commented on the importance of early intervention.

Supervisor Thomson commented on the issue of water and opportunities missed by the prior state administration. He then commented on the County's ability to attract businesses and conserve water.

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

A) George Guynn, Jr, Suisun City, commented on the workforce, desalinization, vacant housing and economic possibilities.

Chairwoman Hannigan commented on loss of access to benefits for individuals not working a full time job and asked about per capita personal income.

Dr. Eyler noted that the per capita in Solano County was higher than many other places.

Chairwoman Hannigan commented on the percentage of residents that relied on the County's services.

Dr. Eyler advised that conversations were starting to take place concerning universal minimum income for individuals.

Chairwoman Hannigan noted that the number of individuals paying into retirement systems was decreasing.

Dr. Eyler commented on incentives and pension systems.

Chairwoman Hannigan thanked Dr. Eyler for his presentation and asked about using futurists.

Dr. Eyler commented on futurists, noting that the futurists he knew were more focused on the future of technology.

Received

- 22 [19-368](#) Consider denying the Claims for Refund of Taxes of AT&T Mobility, LLC, Pacific Bell, Sprint Telephony PCS, LP, and T-Mobile West LLC, in the total amount of \$349,436.83, plus interest, in unitary property taxes

Attachments: [A - AT&T Mobility Claim](#)
 [B - Pacific Bell Claim](#)
 [C - Sprint Telephony Claim](#)
 [D - T-Mobile West Claim](#)
 [E - Unitary Debt Service Tax Rate](#)
 [Minute Order](#)

Deputy County Counsel Dan Wolk provided an overview of the Claims for Refund of Taxes.

In response to a question from Supervisor Vasquez, Mr. Wolk advised that the statutory formulas had been in place since the late 1980s.

On motion of Supervisor Thomson, seconded by Supervisor Brown, the Board denied the Claims for Refund of Taxes of AT&T Mobility, LLC, Pacific Bell, Sprint Telephony PCS, LP, and T-Mobile West LLC, in the total amount of \$349,436.83, plus interest, in unitary property taxes. So ordered by 4-0 vote.

- 23 [19-381](#) Receive a status report and provide general direction regarding the initial 2020 Census outreach effort and contract with the State of California

Attachments: [Presentation](#)
 [Minute Order](#)

Director of Resource Management Bill Emlen introduced the item.

Principal Planner Matt Walsh provided an overview of the item.

Supervisor Thomson commented on legislation regarding documentation of immigrants.

County Counsel Dennis Bunting advised that the matter was pending before the Supreme Court.

Solano EDC President/CEO Bob Burris commented on the need to look at how to respond to someone regarding the census and how it had changed.

Chairwoman Hannigan and Supervisor Thomson commented on the importance of the census regarding congressional representation.

Mr. Burris provided an overview of the timeline of deliverables for the census and the Solano County Complete Count Analysis.

Chairwoman Hannigan commented on utilizing community groups and agencies that could help count.

Mr. Burris provided information on the action plans to count hard-to-count areas.

In response to a question from Supervisor Vasquez, Mr. Burris provided information on how the census would capture the farmworkers and homeless populations.

Supervisor Vasquez noted that the Farm Bureau and housing authorities should be involved in the census count.

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

Chairwoman Hannigan advised that clinics should also be involved.

County Administrator Birgitta Corsello commented on the change to an electronic based census and the challenges associated with it.

Mr. Walsh noted that the preferred methodology to the count was electronic and advised that the census would include other methods for counting as well.

David Tucker, Regional 3 Program Manager for the California Census 2020, provided information on the census, methods for counting the homeless and on the various methods to count individuals.

Supervisor Thomson commented on challenges counting the homeless noting that many did not want to be identified. He asked how nonprofits could assist with the count.

Mr. Burris noted that there would be many agencies involved in the count.

Supervisor Thomson suggested using homeless feeding events as a way to count homeless as well.

Received

24 [19-392](#)

Consider the appointment of two representatives to serve for 4 year terms on the Regional Measure 3 Independent Oversight Committee; And/or direct the Clerk of the Board to conduct a selection process for candidates for the Board's consideration in June

Attachments: [A - BATA Request Letter](#)
 [Minute Order](#)

County Administrator Birgitta Corsello provided an overview of the item and noted that an overview and suggested timeline for an appointment process had been provided at the dais and to the public.

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

A) George Guynn, Jr., Suisun City, commented on the appointment and in opposition to regional government.

Supervisor Vasquez suggested following the second recommendation of advertising the appointment to the public and using the suggested timeline distributed at the dais for that option. He then suggested that Chairwoman Hannigan and Supervisor Spering review the applications.

Supervisor Spering joined the meeting at 11:54 AM

Supervisor Thomson suggested that one appointment come from the Board and the other from the public.

Chairwoman Hannigan commented in support of two public representatives.

Supervisor Thomson recommended that Supervisor Brown be part of the selection committee.

Chairwoman Hannigan advised that she was ok with that.

On motion of Supervisor Vasquez, seconded by Supervisor Thomson, the Board directed the Clerk of the Board to conduct a recruitment process for candidates for the Regional Measure 3 Independent Oversight Committee: and Appointed a Board subcommittee of Supervisor Spering and Supervisor Brown to review the applications and provide a recommendation of the top two candidates for the Board's consideration in June. So ordered by 5-0 vote.

25

[19-370](#)

Receive a presentation on the Department of General Services proposed re-organization to improve internal efficiencies and position the department to meet changing regulations and service delivery needs; and Consider adopting a resolution amending the Position allocation list to delete 1.0 FTE Real Estate Manager, add 1.0 FTE Real Estate Agent - TBD, add 1.0 FTE Office Assistant II, add 1.0 FTE Staff Analyst (Senior) and assess the reclassification of the 1.0 FTE Office Assistant III to an Office Coordinator or TBD

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

Director of General Services Megan Greve provided an overview of the item.

In response to a question from Supervisor Vasquez, Ms. Greve noted that Human Resources was in the process of evaluating the Nut Tree Airport's Office Assistant III position.

Supervisor Vasquez noted the importance of the position when the Airport Manager was not available.

County Administrator Birgitta Corsello advised that the evaluation should be completed by Human Resources prior to budget hearings in June.

Supervisor Vasquez commented on the challenges of change.

Ms. Greve provided information on the department's ability to address service delivery and improve customer service with the proposed changes.

Supervisor Vasquez commented on customer service training.

Ms. Greve noted that feedback would be collected from customers concerning customer service needs.

Chairwoman Hannigan thanked Ms. Corsello for bringing in a consultant to help departments with reorganization. She then commented on addressing changes that were needed.

Supervisor Spering commented in opposition to the reorganization noting that it was not clear how the areas needing to be fixed were going to be fixed. He then commented on using a real estate agent, on the org charts and on the need for internal advancement.

Chairwoman Hannigan asked that the department bring information on what will be improved as a result of the changes, as well as crossing training, succession planning and employee retention back to the Board.

Supervisor Vasquez commented on the importance of following up on what improved and what didn't and the ability to change if needed.

Chairwoman Hannigan commented on the ability to shift and change depending on needs.

Ms. Greve advised that the plan was to change a little at a time and evaluate what was working and what wasn't.

On motion of Supervisor Brown, seconded by Supervisor Thomson, the Board adopted Resolution No. 2019-117 amending the Position allocation list to delete 1.0 FTE Real Estate Manager, add 1.0 FTE Real Estate Agent - TBD, add 1.0 FTE Office Assistant II, add 1.0 FTE Staff Analyst (Senior) and assess the reclassification of the 1.0 FTE Office Assistant III to an Office Coordinator or TBD. Supervisor Spering voted no. So ordered by 4-1 vote.

Enactment No: Resolution 2019-117

RECESS

This meeting of the Solano County Board of Supervisors recessed at 12:25 P.M. and reconvened at 2:00 P.M. All members were present and Chairwoman Hannigan presided.

2:00 P.M.

26

19-355

Conduct a noticed public hearing to consider the Planning Commission's recommendation of approval for Rezoning Petition No. Z-17-04 of Hubert & Aurelia Goudie et. al. to rezone 15.69 acres from Rural Residential "RR-2.5" and Exclusive Agriculture "A-20" to Rural Residential "RR-5"; and Adopt an Ordinance amending Zoning Map No. 2-S to rezone a portion of the subject property (The property is located at 4420 Peaceful Glen Road, 2.5 miles north of the City of Vacaville, APN's: 0105-060-390 and 40)

Attachments: [A - Ordinance](#)
 [B - Planning Commission Resolution No. 4668](#)
 [C - Planning Commission Resolution No. 4670](#)
 [D - Goudie Tentative Parcel Map](#)
 [E - Vicinity Map](#)
 [F - Public Notice](#)
 [G - Zoning Map No. 2-S](#)
 [Presentation](#)

Director of Resource Management Bill Emlen introduced the item.

Chairwoman Hannigan opened the public hearing.

Associate Planner Eric Wilberg provided an overview of the item.

In response to questions from Supervisor Brown, Mr. Wilberg advised that the Planning Commission had voted 4-0 to approve the rezoning. He then advised that approval by the Board would allow the final parcel map to be recorded.

Planning Program Manager Mike Yankovich advised that there would be no added road improvements as a result of the rezoning. He noted that the rezone would allow for one additional lot.

Supervisor Thomson advised that he was told that there was a lot of discussion by the Planning Commission about a required road as part of this matter.

Mr. Yankovich provided information on past Planning Commission discussions relating to road improvements.

Supervisor Thomson commented on the tentative parcel map.

Mr. Yankovich provided information on the east-west road called for in the General Plan. He noted that this road was not part of the current discussion.

Chairwoman Hannigan requested that future parcel maps be made more clear and easier to read to show where the splits were. She suggested highlights or other indicators to make the maps more clarified.

In response to a question from Supervisor Vasquez, Mr. Wilberg noted that the homes were outside of the Rural North Vacaville Water District's boundaries and had wells and septic systems.

Brian Goudie, representing the petitioner, advised that the request for rezoning was to split the parcel to allow for the sale of the home from the farming land.

Supervisor Thomson commented on requirements on splitting the parcel into six lots.

Supervisor Brown commented on a potential requirement of road costs in the future.

Mr. Wilberg advised that part of the petition was to allow access to the agricultural lot and that the requirement for a road would potentially be in the future if the property was further developed. He advised that future rezoning or subdivision would have to come back to the Board for approval.

Mr. Emlen advised that engineering costs would be incurred by the petitioner for things such as creating the final parcel map.

Chairwoman Hannigan closed the public hearing

On motion of Supervisor Spering, seconded by Supervisor Vasquez, the Board approved Rezoning Petition No. Z-17-04 of Hubert & Aurelia Goudie and William & Sylvia Marshalonis to rezone 15.69 acres from Rural Residential "RR-2.5" and Exclusive Agriculture "A-20" to Rural Residential "RR-5"; Waived further reading of the proposed ordinance by title only; and Adopted Ordinance No. 2019-1804 enacting the amendment to rezone a portion of the subject property. So ordered by 5-0 vote.

Enactment No: Ordinance 2019-1804

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

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

A. Supervisor Brown requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Rick Pasterchik, an active member of the Vallejo community.

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

ADJOURN:

This meeting of the Solano County Board of Supervisors adjourned at 2:18 P.M. in memory of Rick Pasterchik and Lewis Brown, Sr. Next meeting of the Solano County Board of Supervisors will be the special meetings of May 17 and May 18th at 9:00 A.M., Board Chambers, 675 Texas Street, Fairfield, California.

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

675 Texas Street
Fairfield, California 94533
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Minutes - Draft Board of Supervisors

*Erin Hannigan (Dist. 1) Chairwoman
(707) 553-5363*

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

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

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

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

Friday, May 17, 2019

8:00 AM

Board of Supervisors Chambers

CALL TO ORDER

Special Meeting

The Solano County Board of Supervisors met on the 17th day of May 2019 in special session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 8:00 A.M. Present were Supervisors Brown, Spering, Vasquez, Thomson and Chairwoman Hannigan. Chairwoman Hannigan presided. Also present was County Administrator Birgitta E. Corsello.

ROLL CALL

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

CLOSED SESSION

It was noted that there would be no report out from the following Closed Session matter:

1

[19-400](#)

Public Employee Appointment: County Counsel

Attachments: [A - Memorandum](#)

ADJOURN:

This meeting of the Solano County Board of Supervisors adjourned at 8:02 A.M. to Closed Session. Next special meeting of the Solano County Board of Supervisors will be May 18, 2019 at 9:00 A.M., Board Chambers, 675 Texas Street, Fairfield, California.

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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Minutes - Draft Board of Supervisors

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

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

Saturday, May 18, 2019

9:00 AM

Board of Supervisors Chambers

CALL TO ORDER

Special Meeting

The Solano County Board of Supervisors met on the 18th day of May 2019 in special session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 9:00 A.M. Present were Supervisors Brown, Spering, Vasquez, Thomson and Chairwoman Hannigan. Chairwoman Hannigan presided.

ROLL CALL

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

CLOSED SESSION

It was noted that there would be no report out from the following Closed Session matter:

1 [19-401](#) Public Employee Appointment: County Counsel

Attachments: [A - Memorandum](#)

ADJOURN:

This meeting of the Solano County Board of Supervisors adjourned at 9:01 A.M to Closed Session. Next special meeting of the Solano County Board of Supervisors will be May 21, 2019 at 2:30 P.M., Board Chambers, 675 Texas Street, Fairfield, California.

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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Minutes - Draft Board of Supervisors

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

Tuesday, May 21, 2019

2:30 PM

Board of Supervisors Chambers

Workshop

CALL TO ORDER

The Solano County Board of Supervisors met on the 21st day of May, 2019 in special session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 2:34 P.M. Present were Supervisors Brown, Spering, Vasquez, Thomson and Chairwoman Hannigan. Chairwoman Hannigan presided. Also present were County Administrator Birgitta E. Corsello and Assistant County Counsel Azniv Darbinian.

ROLL CALL

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

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

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

REGULAR CALENDAR

1

[19-397](#)

Conduct a workshop to discuss the proposed reorganization of the Health and Social Services Department

Attachments:

[A - Mission, Values & Leadership Principles](#)

[B - Org Assessment & Design Recommendations](#)

[C - Organizational Assessment Early Findings](#)

[D - Solano Future Trends Research](#)

[E - Presentation](#)

Director of Health and Social Services Gerald Huber provided an overview of the proposed reorganization of the Health and Social Services Department.

Supervisor Sperring requested that staff provide examples of individuals that the reorganization would help as they went through the presentation.

In response to a question from Supervisor Vasquez, Mr. Huber provided information on what would be outlined in the presentation in regard to the department's roles.

Supervisor Vasquez commented on the need to focus on what could be done and how to do it better.

Mr. Huber commented on direction to staff to be cautious about adding programs that there wasn't infrastructure for.

Performance Works consultant Lorre Goffigon noted that the proposed reorganization focused on how to organize the department in order to optimize services to residents and then how to prioritize things.

Public Health Officer Dr. Bela Matyas advised that there were many programs and services that the department was responsible for and noted that there was a need to better organize the services.

Supervisor Thomson commented on the need to look at efficiency between all of the different services in the community, especially for homeless individuals.

Ms. Goffigon and Dr. Matyas continued to provide an overview of the proposed reorganization.

Supervisor Vasquez asked whether employees were empowered to help direct individuals to where they needed to go.

Mr. Huber advised that the proposed reorganization would improve the services to clients and would create opportunities for employees to extend their influence.

Dr. Matyas provided examples from the Older and Disabled Adult Services (ODAS) program services regarding the ability for employees to make referrals to other services.

Ms. Goffigon provided information on cultural change and organizational dynamics.

Chairwoman Hannigan commented on the need for navigators to assist individuals with where to go and what programs they would benefit from. She noted a need for a change in culture and mindset.

Chairwoman Hannigan read a statement received in the clerk's inbox regarding services provided to individuals.

Chairwoman Hannigan commented on client appointments and asked if there were opportunities to stack appointments in the same day.

Dr. Matyas provided information on the department's ability to stack appointments for individuals, noting that there were barriers on stacking medical appointments due to state restrictions. He advised that work was being done to look at proposing changes to restrictions via government legislation.

Mr. Huber provided information on integrated systems.

Chairwoman Hannigan read questions received in the clerk's inbox regarding ODAS caseload and the proposed organizational chart.

Mr. Huber provided information on a new directive from the state regarding SSI eligible individuals receiving CalFresh.

In response to a question from Chairwoman Hannigan, Dr. Matyas noted that the vacancy rate of the department was between 5 - 15%.

Chairwoman Hannigan noted that vacancy issues were happening over all the departments and in outside agencies.

In response to a question from Supervisor Vasquez, Dr. Matyas noted that health clinics fell under the Health branch and provided information on services and programs provided by the clinics. He then provided information on funding for the clinics.

Supervisor Vasquez commented on clinics being the face of public health.

Chairwoman Hannigan read a statement received in the clerk's inbox regarding navigation of services provided to individuals.

Dr. Matyas provided information on the Navigation Team pilot program.

Chairwoman Hannigan read statements received in the clerk's inbox regarding the SSI Initiative and staffing changes.

Mr. Huber advised that staff would bring back information on the implications of the SSI Initiative.

Dr. Matyas provided information on staffing changes.

Ms. Goffigon also provided information on staffing.

In response to a question from Supervisor Thomson, Dr. Matyas provided information on the proposed combining of Homeless Navigators into Behavioral Health.

Chairwoman Hannigan commented on the employees' perspective of being able to treat the whole person and help people get to where they needed to go.

Supervisor Thomson commented on the value of employees, the results of a recent exit survey report and the need to identify what employees are concerned about.

Dr. Matyas noted that the proposed reorganization was partly based on what employees were asking for.

Chairwoman Hannigan commented on the importance of change, cultural and climate changes and improving moral.

Ms. Goffigon provided information on steps to making changes and the commitment of leadership to make those changes.

Dr. Matyas noted that leadership recognized the importance of being able to promote from within the department and advised that the proposed reorganization supported this.

Mr. Huber commented on exit interviews and noted that the department was now focusing on stay interviews.

Supervisor Spering commented on the current organization structure and asked if there were qualified people that could fill the top three vacancies shown. He then commented on the need to look at recruitment from within the organization and not from outside. He asked how much information from employee focus groups went into the proposed reorganization and noted that having an expert come in from out of town was an issue for morale. He then advised that the message to employees and clients should be that their quality of life and health was important. He noted concerns that this didn't seem to be woven into the proposed reorganization.

Mr. Huber provided information on job markets and the need to look at changing classifications and at upward mobility in career paths.

Supervisor Spering commented on focus group comments about employees feeling undervalued and that there appeared to be ineffective information sharing within the department. He advised that he didn't see how silos were being broken down and noted that the health of the organization was important.

Dr. Matyas provided examples of how the department was improving information and decision sharing.

Supervisor Sperring advised that the reasons why the changes were being proposed needed to be shown and that it didn't appear that there was total agreement between leadership and employees. He noted that being able to see the answer to the why things were being changed and why it was beneficial or not would have helped. He then advised that the mental and physical health of the employees needed to be addressed as well. He noted that more detail in these areas was needed and that it was concerning that the top three vacancies weren't being filled from within if there were qualified individuals. He advised that it would be helpful to have an employee present for the presentation to give their opinion or experience on the reorganization process.

Supervisor Vasquez commented on the need to get buy-in from employees on business plans. He then noted the need to look at what was best for the client, to knock silos down and to integrate services to improve services to clients. He then commented on the ability of leadership to empower employees.

Mr. Huber provided information on the need to improve culture in the department.

Chairwoman Hannigan commented on her experience with culture and service changes in her previous employment. She then advised that how employees wanted to be treated didn't really change and that there was a need to look at how to provide training to promote employees into management positions. She advised that the current organization structure had not provided this.

Supervisor Brown left the dais at 4:15 P.M.

Mr. Huber provided information on the current activities being done to look at filling the top three management vacancies.

Chairwoman Hannigan suggested taking the money that would pay an outside recruiter and investing it in methods that would allow employees to potentially promote into the positions. She advised that it was important to show the pathway of the employee and to hear stories on what the customer was experiencing from their perspective. She requested that the Board hear back from a customer's experience when the item was brought back to the Board.

Mr. Huber advised that staff would provide a customer's experience to the Board in the future.

Dr. Matyas provided information on challenges of succession planning and noted the need to look at job classifications to improve planning.

Mr. Huber advised that the department would return to the Board on June 4, 2019 for this item.

Chairwoman Hannigan read a statement received in the clerk's inbox regarding streamlining of the hiring process.

Mr. Huber provided information on making processes leaner and determining if there were roadblocks in the hiring process.

Chairwoman Hannigan commented on recruitment on social media.

Dr. Matyas noted that more could be done for recruitment and then commented on challenges of creating an equitable and diverse workforce.

Ms. Goffigon commented on organization change in general, stresses in the organization and opportunities for change. She advised that the first step was to improve quality of life and noted that the department was now working on putting the plan in place as to how to do that.

Supervisor Spering commented on the proposed organizational structure.

Mr. Huber advised that costs still needed to be determined regarding the proposed structure.

Supervisor Spering commented on the need to hear if there was a modest investment needed in order to make the proposed changes. He noted that a modest investment would be worth it. He then asked if current employees would have an opportunity to compete for the new full time positions.

Mr. Huber advised that there was already opportunities for employees to compete for the positions. He then noted that many agencies were recruiting for similar positions in management.

Supervisor Spering noted a need to help employees get the training or degrees they needed to promote and thanked staff for the presentation.

Dr. Matyas advised approximately 12 individuals in the department had achieved high level degrees recently.

In response to a question from Supervisor Vasquez, Ms. Goffigon commented in appreciation of the level of support from leadership and the Board.

Supervisor Thomson commented on succession planning and on the need to provide tools and training to employees so that they could promote.

Dr. Matyas noted that a high percentage of recruitments were internal only.

Chairwoman Hannigan read a statement received in the clerk's inbox regarding educational requirements of positions.

Chairwoman Hannigan commented in support of promoting from within and the need to prioritize finding ways to help employees be successful in their new roles.

ADJOURN:

This workshop of the Solano County Board of Supervisors adjourned at 4:32 P.M. Next meeting of the Solano County Board of Supervisors will be June 4, 2019 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, California.

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	7	Status:	Consent Calendar
Type:	Miscellaneous	Department:	Auditor-Controller
File #:	19-562	Contact:	Phyllis Taynton, 784-6288
Agenda date:	07/23/2019	Final Action:	
Title:	Accept the Auditor-Controller's Office selection of Emmie Patenia for "Employee of the Month" for August 2019		
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 Auditor-Controller's Office (ACO) recommends the Board of Supervisors accept the selection of Emmie Patenia as the August 2019 "Employee of the Month" making her eligible to use the parking space designated for this program.

SUMMARY/DISCUSSION:

On September 13, 2005, the Board of Supervisors established the County Government Center "Employee of the Month Parking" program for County employees. Each month a County department is designated to select one of its employees as "Employee of the Month". The ACO has been designated to select an employee for August 2019.

The Auditor-Controller's staff submitted nominations for the "Employee of the Month" parking award. The names of the nominees were tallied and the nominees were presented to the managers for final selection. The Department has selected Emmie Patenia, as the deserving employee.

Emmie Patenia joined the ACO on August 3, 2015 as an Accounting Clerk II assigned to the Payroll Division. Emmie has many different responsibilities including administering the direct deposit program, processing COBRA payments, garnishments, employee tax withholdings and deductions, terminations, flexible spending account, provider payments, etc.

Emmie was selected for providing exceptional customer service to her coworkers and County departments. Her coworkers commented that "Emmie is the oil that keeps this office running. She is all the things you want out of a coworker. Emmie is proficient in her work. Due to her organizational skills, work seems to fly into her completed pile. Essentially, giving something to Emmie is a guarantee that that task is done. She really puts the team first in every sense. All in all, Emmie should be the Employee of the Month for 2019 because she is the best representative for ACO. She is consistent in her work, able to plan/allocate her tasks accordingly, and

is a wonderful colleague.”

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

ALTERNATIVES:

The Board of Supervisors could elect to name someone else as the “Employee of the Month”; however, this alternative is not recommended as Emmie Patenia is deserving of the Board's "Employee of the Month" parking program.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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

Agenda Submittal

Agenda #:	8	Status:	Consent Calendar
Type:	Contract	Department:	General Services
File #:	19-556	Contact:	Mark Hummel, 784-7908
Agenda date:	07/23/2019	Final Action:	
Title:	Approve 3 agreements for three years beginning July 23, 2019 through June 5, 2022 with Cannon Parkin Inc., d/b/a CannonDesign of Los Angeles, Dreyfuss + Blackford Architecture of Sacramento, and Salas O'Brien Engineers, Inc. of Oakland to provide as needed consulting services to support approved capital improvement projects; and Authorize the County Administrator or designee to execute the agreement and any amendments within the approved project budgets		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Link to Contract, B - RFQ, C - Submitters of Record		

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 Department of General Services recommends that the Board of Supervisors:

1. Approve 3 agreements for three years beginning July 23, 2019 through June 5, 2022 with Cannon Parkin Inc., d/b/a CannonDesign of Los Angeles, Dreyfuss + Blackford Architecture of Sacramento, and Salas O'Brien Engineers, Inc. of Oakland to provide as needed consulting services to support approved capital improvement projects; and
2. Authorize the County Administrator or designee to execute the agreement and any amendments within the approved project budgets.

SUMMARY:

The Department of General Services is recommending the Board of Supervisors approve the agreements as a competitive qualifications-based selection process was conducted in the open marketplace by the Department of General Services that resulted in the selection of Cannon Parkin Inc., d/b/a CannonDesign of Los Angeles, Dreyfuss + Blackford Architecture of Sacramento, and Salas O'Brien Engineers, Inc. of Oakland to provide consulting services on an as-needed basis to support approved capital improvement projects.

FINANCIAL IMPACT:

Expenses for consultant professional/technical support services, when required, will be paid from funds appropriated for individual capital improvement projects and/or the General Services Department operating

budget. As work authorizations are executed, the total value of the contracts will increase. There is no dollar value associated with approval of these master agreements - dollar values will be associated with each subsequent and separately approved work authorization. Therefore, there is no financial obligation in having these master services agreements in place, to be activated only as services are needed on a project-by-project basis. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

DISCUSSION:

On March 5, 2019, a Request for Qualifications (RFQ) to provide technical support, professional consulting and project related services was advertised on the County website, including direct outreach to professional consultants that have expressed interest in doing business with the County. The services requested include architectural, civil, structural, plumbing, mechanical, electrical and geotechnical engineering services. Examples of capital improvement projects where these types of professional services are needed include major building system replacements (i.e. roofing, HVAC, plumbing), remodel projects, code upgrade projects, and new construction projects.

Firms to receive contracts were selected based on qualifications and "fit" between experience, representative projects and the type of County projects needing on-call services over the coming three fiscal years. Approximately 224 firms were notified of the opportunity. 20 firms submitted Statements of Qualifications (SOQs) in response to the RFQ including 2 firms with offices in Solano County. General Services and Resource Management staff evaluated the SOQs and ranked each firm according to the evaluation criteria listed in the RFQ including Approach and Management Plan; Qualifications, Experience and References; Work Plan and Sequence; Quality Control; Cost Control; Representative Projects/Work Efforts; Additional Relevant Information; and relative competitiveness of Fee Schedule. The eleven highest-ranking firms were invited to participate in negotiations with the County and represent a range of technical and design capabilities.

At the end of the evaluation process, 11 firms were selected to provide specific services and determined to be the best qualified firms with capabilities best suited to the County's needs. These firms were selected based on their emphasis in, but not limited to:

Architecture and Engineering:

- Cannon Parkin Inc., d/b/a CannonDesign of Los Angeles
- Dewberry Architects, Inc. of Sacramento
- Dreyfuss + Blackford Architecture of Sacramento
- LCA Architects, Inc. of Walnut Creek

Civil Engineering:

- AluCeron Consulting Group Inc of Vallejo
- CSW/Stuber-Stroeh Engineering Group, Inc. of Novato

Mechanical-Electrical-Plumbing Engineering:

- Stanton Engineering of Sacramento
- Salas O'Brien Engineers, of Oakland

Geotechnical Engineering and Materials Testing

- Geocon Consultants, Inc. of Fairfield

Project/Construction Management:

- Gilbane Building Company of San Jose
- Vanir Construction Management, Inc. of Sacramento

Of the eleven contracts, contracts with eight firms were approved on June 4, 2019 by the Board of Supervisors. The remaining three firms have concluded contract negotiations which are now presented to the Board for approval.

ALTERNATIVES:

1. The Board could elect to award fewer contracts. This action is not recommended since the firms were selected to provide a range of licensed technical and professional services required to deliver capital improvement projects. If the contracts are not awarded, flexibility and project responsiveness will be diminished since multiple, individual professional services Requests For Qualifications and contracts must be let on a project by-project basis, significantly slowing the development and delivery of these projects, resulting in schedule delays and possible increased project costs.
2. The Board could elect not to delegate signing authority to the County Administrator to execute contract amendments or work authorizations within approved project budgets. This action is not recommended since the timing of Board meetings may be inconsistent with activities required to progress projects.

OTHER AGENCY INVOLVEMENT:

County Counsel provided legal guidance during the selection and contract negotiation process and approved the Agreements as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

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

1. [1 - Contract - CannonDesign](#)
2. [2 - Contract - Dreyfuss & Blackford](#)
3. [3 - Contract - Salas O'brien](#)

DEPARTMENT OF GENERAL SERVICES

Central Services Division


**SOLANO
COUNTY**

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(707) 784-7900

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**REQUEST FOR QUALIFICATIONS (RFQ)
NO.: RFQ- 906-0201-19
FOR
ARCHITECTURAL, ENGINEERING & RELATED
PROFESSIONAL TECHNICAL SUPPORT SERVICES**

RELEASE DATE: FEBRUARY 1, 2019

ELECTRONIC SUBMITTAL DUE: MARCH 4, 2019, 5:00 PM, PST

SUBMIT STATEMENT OF QUALIFICATION (SOQ) TO:	RFQ COORDINATOR
Solano County Via electronic submission via Public Purchase website at www.publicpurchase.com	Farid Atmar, Buyer (senior) MFAatmar@solanocounty.com Phone: (707) 784-6976
This document is available electronically on the Public Purchase website at www.publicpurchase.com and www.solanocounty.com	
Any vendor participating in this solicitation is required to have a vendor application on file with the County. This application may be downloaded from the above websites. Include the application with your bid. PROPOSERS ARE RESPONSIBLE FOR FREQUENTLY CHECKING THE COUNTY'S WEBSITE FOR ANY CHANGES OR INFORMATION RELATING TO THIS RFQ.	
"Smoking is not permitted in County Buildings or around Solano County campuses. Thank you in advance for your compliance."	

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1. INTRODUCTION

The purpose of this Request for Qualifications (RFQ) is to define the County's minimum requirements, solicit Statements of Qualification (SOQ), and gain adequate information by which the County may evaluate the services offered by Responding Firms.

The County of Solano, Department of General Services, hereinafter referred to as the "County," intends to secure contracts for Professional Technical Support Services that may include architectural, civil, structural, plumbing, mechanical, electrical or geotechnical engineering, construction cost estimating, constructability review, construction management, materials testing and construction inspection, and/or other related services on an as-needed basis to support a variety of current and future projects administered by the Division of Capital Projects Management (CPM).

The County invites qualified firms that have expertise in Architectural, Engineering and related Professional Technical Support Services to respond to this Request for Qualification (RFQ). Each Firm must submit a Statement of Qualification (SOQ), certain documentation and meet certain requirements detailed herein to be deemed "Qualified" for contract to provide the architectural, engineering and other professional services as described herein.

The term "Responding Firm(s)" refers to the firm(s) or individual that submits a SOQ in response to this solicitation. The terms "response(s), submittal(s) or proposal(s)" refers to the documents responding firms submit for this solicitation for consideration by the County. These terms are used interchangeably throughout this solicitation.

2. BACKGROUND

Capital Project Management (CPM) Division is the primary division responsible for delivering capital improvement projects for facilities that house Solano County departmental programs and services. Projects include a variety of planning, programming, new construction, renovation/rehabilitation, tenant improvement and historic preservation projects. During the term of this agreement, many projects will focus on renovation and capital renewal of building components and systems, as well as tenant improvements. CPM's project delivery model includes the use of contracted professional consultants and project managers to deliver the work. CPM is responsible for project oversight including development of project requirements, stakeholder coordination, budget and schedule management and administration of contracts. Projects are further governed per the County's Project Management Organization, the specific application of which depends on the nature of the project and stakeholder groups involved. See Attachment 2 for a narrative outline of the County's Project Management Organization.

3. SCOPE OF SERVICES/PROJECTS

The selected firm(s) may provide services as the County's advocate and/or the County's representative when so designated. CPM oversees and facilitates the interface of the selected outside firm(s) with County staff, agencies or departments. The firm(s) shall assist CPM by providing specialized professional technical support services within the public works context and in compliance with governing codes and regulations applicable to each work effort.

See Attachment 1 for a sample services task list. Additionally, responding firms may wish to review the latest County Capital Facilities Improvement Plan, found on the County General Services website at <http://www.solanocounty.com/depts/genserv/cpm/notices.asp> as well as facilities and master plan information presented to the Board of Supervisors on February 21, 2017 <http://www.solanocounty.com/depts/bos/meetings/videos.asp>

IF THE STATE OF CALIFORNIA PREVAILING WAGE IS IN EFFECT FOR SOME PORTIONS OF THIS PROJECT (SEE RFQ SECTION 6 "INSTRUCTIONS TO RESPONDING FIRM," ITEM O). CONTRACTOR MUST SUBMIT WITH PROPOSAL CONTRACTOR'S CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER AND THE CONTRACTOR'S STATE LICENSE BOARD NUMBER.

4. CONTRACT DURATION

The County intends to enter into a contract with an effective period of May 19, 2019 through May 18, 2022.

The County reserves the right to extend this Contract for an additional period or periods of time representing increments of one year for a total contract term of no more than five (5) years, provided that the County notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this contract will be affected through an amendment to the contract. If the extension of the contract necessitates additional funding beyond that which was included in the original contract, the increase in the County's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided for in the original contract and response.

5. RFQ SCHEDULE OF EVENTS

The following RFQ Schedule of Events represents the County's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Pacific Time. The County reserves the right to adjust this schedule as it deems necessary.

02/01/19	RFQ issued
02/11/19	Deadline for Respondents with a Disability to Make Accommodation Requests
02/15/19	Questions concerning RFP and project emailed to mfatmar@solanocounty.com or submit via electronic submission via Public Purchase website www.publicpurchase.com no later than 5:00 p.m.
02/18/19	Submit Intent to Respond Form via email to RFQ Coordinator at MFAatmar@solanocounty.com
02/20/19	The County's response to questions posted on Public Purchase website at www.publicpurchase.com
03/04/19	An electronic submission of SOQ or Proposal via Public Purchase at www.publicpurchase.com are due no later than 3:00 p.m. Late submittals will not be accepted.
03/15/19	Notification to Respondents of short-listed firms
3/25-3/29/19	Interview of short-listed firms (as may be requested)
04/05/19	Notification of final selected firms
04/08-04/19/19	Contract negotiation
05/14/19	Contract awards – Board of Supervisors meeting
05/18/19	Services may commence

The County reserves the right to adjust this schedule as it deems necessary. Notification of any adjustment to the schedule will be posted on the County's website. Proposers are responsible to periodically view the County's website (www.solanocounty.com) for any revisions.

To subscribe with Public Purchase and receive electronic notifications regarding this and other bidding opportunities of the County, visit the free Vendor Registration page at <https://www.publicpurchase.com/vm/vendor/createQuickAddVendor> and follow the instructions provided.

Responding Firms with a need for accommodation in communicating regarding this RFQ and/or participating in this procurement process should contact the RFQ Coordinator to request

reasonable accommodation no later than the deadline detailed in Section 5, RFQ Schedule of Events.

6. INSTRUCTIONS TO RESPONDING FIRMS

Please prepare your submittal in accordance with the following specific requirements.

a. Statement of Qualifications submittal:

The submittal may not exceed a total of 30 single-sided (15 double-sided), 8.5" x 11", numbered pages, including up to 5 pages for the relevant representative projects, and excluding any front or rear cover, cover letter, staff resumes, copy of this RFQ, required Attachments and Exhibits D-1, D-2, and D-3.

Where necessary, a limited number of 11" x 17" foldouts containing charts, spread sheets, or exhibits are permissible in lieu of 8.5" x 11" pages, within the overall count limit. All submittal pages must be numbered. A copy of this RFQ and all resumes must be included as required attachments to the response to this RFQ.

- b. The County discourages lengthy and costly submittals. Focus on conformity to the County's instructions, requirements of this RFQ, completeness and clarity of content. Responding Firms may retype or duplicate any portion of this RFQ for use in responding. Responding Firms must clearly label each response to RFQ requirements with the corresponding sub-section headings associated with the following requirements (starting with sub-sections 6.c. *Approach and Management Plan*, continuing through sub-section 6.d. below).

c. Cover Letter:

Your firm's response to this RFQ must be submitted with a cover letter describing the firm's interest and commitment to the proposed project or services. The letter must state that the response is valid for a 120-calendar-day period and include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the selection process. It shall also provide the complete name and Social Security Number of the individual and/or Federal Employer Identification Number of the firm making the Statement of Qualifications. The person authorized by the responding firm to negotiate a contract with the County must sign the cover letter. If said individual is not the company president, the letter shall attach evidence showing authority to bind the company.

Address the cover letter as follows:

Solano County General Services Department
Purchasing Services Office
675 Texas Street, Suite 2500
Fairfield, CA 94533

Attention: Farid Atmar, RFP Coordinator

d. Approach and Management Plan.

- i) Describe your firm's proposed overall approach and management plan for providing services. For to services to be provided, describe typical deliverables.
- ii) Include an organizational chart illustrating the lines of authority among responding consultant's key team members, County staff and any other parties having a significant role in the delivery of intended services.
- iii) State whether the Responding Firm intends to use subcontractors/subconsultants. If so, clearly identify the names of the subcontractors/subconsultants along with complete mailing addresses and the services the subcontractors/subconsultants shall perform and their typical deliverables.

e. Qualifications, Experience and References.

- iv) Provide a brief description of the Responding Firm's background and organizational history; how long the Responding Firm has been capable of performing the services required by this RFQ; location of office(s) with clear identification of the office(s) from which services will be performed and how this relates to responsiveness; the Responding Firm's number of employees, longevity of senior staff, stability of client base; and
- v) Whether there is any pending litigation against the Responding Firm; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Responding Firm's performance in a contract under this RFQ; Whether, in the last ten years, the Responding Firm has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, attach an explanation providing relevant details;(not counted toward maximum page count)
- vi) State the qualifications and experience of the key team member(s) that will provide services. Identify the responsibility of key team members. Emphasize the specific qualifications and experience from projects or services similar to those for the County's project types for the key team members. Identify the personnel responsible for quality control. Note that key team members are expected to be committed for the duration of the contract and that replacement of key team members will not be permitted without prior consultation with, and approval of, the County; comparable qualifications will be expected. Provide a brief description of typical project staffing that illustrates the relationship among key staff, senior management, junior staff and/or subconsultants and quality control personnel.
- vii) For each key team member, provide at least three references (names and current phone numbers) from recent work (previous five years). Include a brief description of each project associated with the reference, and the role of the respective team member. Use Attachment 7 Key Team Members Reference Form.

f. Work Plan and Sequence.

- viii) Provide a representative outline description of how your firm would conduct tasks supporting a typical project, identifying the usual sequence of tasks and deliverables.

The work plan should be in sufficient detail to demonstrate a clear understanding of the nature and relation of typical project tasks the Responding firm would provide. The description should illustrate the typical sequence of, and relationships among, tasks. Where known, include typical durations for the performance of tasks. As appropriate to your firm's services, describe typical work effort milestones.

- ix) Discuss the Firm's approach for managing progress to complete requested services for a given project on time/schedule.
- g. *Quality Control.* As appropriate to your Firm's services, provide information on procedures in place to ensure that high-quality, coordinated work products are delivered and ensure work is complete. As requested above, include the name and title of the individual(s) responsible for quality control.
- h. *Cost Control.* As appropriate to your firm's services, provide information on measures your firm takes to help control work effort/project costs and ensure work is completed within budget. Include the name and title of the individual(s) responsible for cost control.
- i. *Representative Projects/Work Efforts.* Describe in detail five public sector or other relevant projects completed in the last ten years, of which at least two were completed within the last five years, that demonstrate the following experience, as applicable to the services provided by the Responding Firm:
 - i) Managing work under public sector contract codes, building codes, policies and regulations; Managing/providing professional services for corresponding pre-design, entitlement, assessments, design, bidding, construction, quality control and post-construction evaluation of projects; Presenting in a public forum to the general public and/or elected officials and/or presenting to internal project stakeholder groups as relevant; Performing tasks listed in Attachment 1 of the RFQ;
 - ii) Providing technical support services for public sector projects delivered under differing project delivery methods;
 - iii) Meeting project deadlines, overall project schedule and budget including Critical Path Analysis or other forecasting/recovery methods and or cost estimating/market monitoring/Value Engineering processes;
 - iv) Innovative problem-solving or design solution; excellence in energy or resource conservation
 - v) Provide a matrix referencing work performed relative to projects listed indicating key personnel responsible for performance and the extent of their involvement in the project. Differentiate which work was performed by subcontractors/subconsultants, if subcontractors/subconsultants are proposed.
- j. *Additional Relevant Information.* This section invites additional relevant information that may be helpful in the selection process (not to exceed the equivalent of 2 single-sided pages within the overall 30-page maximum count).
- k. *Fee Schedule.* Provide a Standard Rates Schedule through 2019 for the Responding Firm and any proposed subcontractors/subconsultants, including hourly rates for each position (correlating job title with the position for hourly rates listed), and identifying reimbursable expenses. Differentiate standard or basic services from services the Responding firms and its subcontractors/subconsultants would consider to be additional services.
- l. *Detailed Documentation of Financial Resources.* The Responding Firm must provide the following (confidential) documentation of sufficient financial strength and resources to provide the scope of services as required:

1. The Responding Firm's most recent independent audited financial statements for a fiscal year ended within the last 36 months.
 2. In lieu of audited financial statements, the County may accept, on a case by case basis, the following: a current written bank reference, in the form of a standard business letter, indicating that the Responding Firm's business relationship with the financial institution is in positive standing.
 3. Documentation disclosing the amount of cash flows from operating activities for the Responding Firm's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.
- m. County Contract: Responding Firms must include a statement of acknowledgment that the responder has reviewed the County of Solano Standard Contract (Exhibit A —Standard Contract, Exhibits C and D) and has accepted it with or without qualification. If the responder makes qualifications, those qualifications must be identified and listed along with suggested modifications to the contract. Note: Attachment 1 and Exhibit B (the Scope of Work and Budget Detail and Payment Provisions) for the contract, will be finalized during the contract negotiation process. If the responder makes no qualifications to the Standard Contract, including exhibits, then it shall be deemed that the responder accepts these items without reservation or any qualifications.
1. Required Review and Waiver of Objections by Responders: Responding firms should carefully review this RFQ and all attachments and Exhibits, including but not limited to the County's Standard Contract, including Exhibits for comments, questions, defects, objections, or any other matter requiring clarification or correction. Comments concerning RFQ objectives must be made in writing and received by the County no later than the Deadline for Written Comments. This will allow issuance of any necessary amendments and help prevent the opening of defective responses upon which a contract award could not be made. Use RFQ Attachment 5 to submit questions/comments.

IMPORTANT NOTICE: Any qualification(s) or objection(s) to the County's Standard Contract need to be submitted to the County on RFQ attachment 5. The County reserves the right to reject any contract qualification(s) or objection(s) rendered thereafter, i.e. during contract negotiations. Qualification(s) to the County Contract raised during contract negotiations by the best-evaluated firm may result in disqualification of firm.

- n. Submittal of Proposal: An electronic submission of Proposals via Public Purchase at www.publicpurchase.com are **due no later than** the time and date set forth in the Schedule of Events. Effective January 1, 2018, **the County only accepts electronic submissions of all Proposals via Public Purchase website.** Any hard copy submission will be retained in the County's RFQ file unopened and will be considered disqualified from consideration. **Please register with Public Purchase** as soon as possible for uninterrupted notification and access to County bid opportunities
- o. **How to Register with Public Purchase:** Use the link below to begin the registration process. **It can take up to 24 hours for your account to become active.** You will receive an email from notices@publicpurchase.com letting you know your account is activated. Be sure and

add this email address to your contacts to avoid the bid notification emails being sent to your junk folder. <https://www.publicpurchase.com/gems/register/vendor/register>

- p. Communication Regarding the RFQ: Upon release of this RFQ, all vendor communications concerning this procurement must be directed to the RFQ Coordinator in writing. Unauthorized contact regarding the RFQ with other County employees of the procuring County agency may result in disqualification. Any oral communications shall be considered unofficial and nonbinding on the County. Written comments, including questions and requests for clarification, must cite the subject RFQ number. The RFQ Coordinator must receive these written requests by the deadline specified in the RFQ Schedule of Events. If responding firms would like to send inquiries/clarifications via e-mail, use the following e-mail address: MFAatmar@SolanoCounty.com and include the e-mail subject line: **“RFQ Number: 906-0201-19 Clarification (and the name of your organization)”**. Use RFQ Attachment 5 to record questions/comments/inquiries. The County shall respond in writing to written communications. Such response shall constitute an amendment to the RFQ. Only written responses to written communications shall be considered official and binding upon the County. The County reserves the right to determine appropriate and adequate response, if any, to written comments, questions, and requests for clarification. The County shall post copies of its written responses to written questions and comments on the County’s webpage at www.solanocounty.com and the Public Purchase website www.publicpurchase.com and it shall be the responsibility of the responding firm(s) to monitor the posting of written responses. Any verbal data or factual information provided by the County shall be deemed for informational purposes only. If a responding firm relies on such information, it should either:
- Independently verify the information; or
 - Obtain the County’s written consent to rely thereon.
- q. Public Projects (Public Works Jobs)
- A. Any Responding Firm shall possess a valid business license and current contractor's license, if applicable, and the required classification(s) of contractor's license, issued by the state of California to perform the work described in the contract documents.
- B. All contractors and subcontractors must be registered with the California Department of Industrial Relations (DIR) pursuant to CA Labor code section 1725.5.
- C. Prevailing wage: state of California prevailing wage may be in effect for some portion of this project. It shall be mandatory upon the contractor to pay not less than the said prevailing rates of wages to all workers employed by contractor in the execution of the contract. Pursuant to provisions of section 1770, et seq., of the labor code of the state of California, the contractor shall pay its employees the general prevailing rate of wages as determined by the director of the department of industrial relations (DIR). The contractor shall make a copy of its certified payroll records for this project available to the DIR to verify compliance with state labor codes. Information regarding DIR requirements is available on DIR website: www.dir.ca.gov .

7. EVALUATION

- a. Evaluation Committee: A County Evaluation Committee (CEC) will evaluate all responses. The CEC will be composed of County staff and other parties that may have relevant expertise or experience. The CEC will score and recommend submittal in accordance with the evaluation criteria set forth in this RFQ. Evaluation of the responses shall be within the sole judgment and discretion of the CEC.
- b. Categories: The evaluation criteria and their respective weights are as follows:

CATEGORIES	MAXIMUM POINTS POSSIBLE
General Qualifications and Experience	25
Approach and Management Plan	15
Qualifications, Experience, References	15
Work Plan and Sequence, Quality Control/Cost Control (combined)	20
Representative Projects/Work Efforts	20
Fee schedule	5
Total Possible Points	100

- c. Interview:.. Responding short-listed firms may be requested to attend an interview. The responding firm's proposed lead project manager and any key team members should attend the interview. The County reserves the right to determine the number of respondents to be interviewed, the location, order and schedule of the interviews. The same evaluation criteria used for the proposal evaluation process will be used to rate the firms during the interviews. At the end of the interview process, the CEC will re-rank the firms to determine the best evaluated firm. The evaluation interview panel may include representatives from the County and other agencies, but the specific composition of the panel will not be revealed prior to the interviews. The intent of any interview is to allow the CEC to clarify and/or confirm its understanding of material submitted in response to this RFQ and not to consider new material. The responding firm must bear all costs incurred to attend.
- d. Best Value: The County will select the submittal that presents the best value and is most advantageous to the County and the public. Accordingly, the County may not necessarily award the responder with the lowest fee schedule, if doing so would not be in the overall best interest of the County. The County reserves the right to expand or reduce the proposed scope of work during the contract negotiations based on budget constraints and to award to a single or multiple responder.
- e.

8. AWARD NOTICE AND ACCEPTANCE PERIOD

- a. After the evaluation of responses, any interviews and final consideration of all pertinent information available, the County will issue a written notice of intent to award contracts to those responding firms that represent best value to the County based on alignment of professional capability with anticipated County needs over the term of the contracts. The County may award more than one contract for similar services. The notice shall identify the

apparent best evaluated responders. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated responder(s).

- b. The apparent best evaluated responder(s) should be prepared to enter into a contract with the County which shall be substantially the same as the *Standard Contract* included in Exhibit A to this RFQ. Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final contract negotiations.
- c. If a responder fails to sign and return the contract drawn pursuant to this RFQ and final contract negotiations within 14 days of its delivery to the responder, the County may cancel the award and award the contract to the next best evaluated responder.

9. PROTEST AND APPEALS

Any actual responder who wishes to protest the notice of intent to award a contract may submit a protest. The protest must be submitted in writing to the Director of General Services within 7 calendar days after such responder knows or should have known of the facts giving rise to the protest, but in no event later than 7 calendar days after the date of the notice of intent to award the contract. All letters of protest shall clearly identify the reasons and basis for the protest. The protest must also state the law, rule, regulation, or policy upon which the protest is based. The Director of General Services will issue a written decision within 10 working days after receipt of the protest which shall include the reason for the action taken and the process for appealing the decision.

10. TERMS AND CONDITIONS

- a. The County's Purchasing & Contracting Policy, found at <http://www.solanocounty.com/civicax/filebank/blobdload.aspx?blobid=21595>, is fully incorporated into and made a part of this RFQ by this reference and governs this RFQ.
- b. RFQ Amendment, Cancellation and Right of Rejection:
 - i. The County reserves the unilateral right to amend this RFQ in writing at any time by posting the amendment on the County's website. Responders are responsible to view the website periodically for any amendments to the RFQ. Responders shall respond to the final written RFQ and any exhibits, attachments, and amendments. The County also reserves the right to reject any and all submittals or to cancel or reissue the RFQ.
 - ii. The County reserves the right to waive variances in responses provided such action is in the best interest of the County. Where the County waives minor variances in responses, such waiver does not modify the RFQ requirements or excuse the applicant from full compliance with the RFQ. Notwithstanding any minor variance, the County may hold any submittal to strict compliance with the RFQ.
- c. Confidentiality: The County will retain a master copy of each response to this RFQ, which responses will become a public record after the award of a contract unless the qualifications or specific parts of the qualifications can be shown to be exempt by law under Government Code section 6250 et seq. Responders may clearly label part of a submittal as "CONFIDENTIAL" if the responder agrees to indemnify and defend the County for honoring such a designation. The failure to have so labeled any information shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the County, the County will notify the responder

of the request and delay access to the material until 7 working days after notification to the responder. Within that time delay, it will be the responder's duty to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

- d. Submittal Preparation, Interview and Negotiation Costs: The County shall not pay any costs associated with the preparation, submittal, or presentation of any Statement of Qualifications, and costs incurred by the responding firms during the interview and negotiations phase of the solicitation process.
- e. Statement of Qualifications Withdrawal: To withdraw an SOQ, the Responding Firm must submit a written request, signed by an authorized representative, to the RFQ Coordinator. After withdrawing a previously submitted SOQ, the Responding Firm may submit another SOQ at any time up to the deadline for submitting SOQs.
- f. Statement of Qualifications Amendment: The County shall not accept any amendments, revisions, or alterations to Statement of Qualifications after the deadline for SOQ submittal unless such is formally requested, in writing, by the County.
- g. Statement of Qualifications Errors: Responding Firms are liable for all errors or omissions contained in their Statement of Qualifications. Responding Firms shall not be allowed to alter SOQ documents after the deadline for submitting a Statement of Qualifications.
- h. Incorrect Statement of Qualifications Information: If the County determines that a Responding Firm has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Responding Firm knew or should have known was materially incorrect, that submittal shall be determined non-responsive, and the Statement of Qualifications shall be rejected.
- i. Prohibition of Respondent Terms and Conditions: A Responding Firm may not submit the Firm's own contract terms and conditions in a response to this RFQ. If a submittal contains such terms and conditions, the County may determine the submittal to be a nonresponsive counteroffer, and the SOQ may be rejected unless the proposed terms are in accordance with the RFQ requirements set forth here.
- j. Right to Refuse Personnel: The County reserves the right to refuse any subcontractors/ sub-consultants or any personnel provided by the prime contractor or its subcontractors/ sub-consultants.
- k. Proposal of Alternate Services: Proposals of alternate services (i.e., proposals that offer something different from that requested by the RFQ) may be considered non-responsive and rejected.
- l. Proposal of Additional Services: If a Responding Firm indicates the capability and offers services in addition to those required by and described in this RFQ, these additional services may be added to the contract before contract signing at the sole discretion of the County. The cost for any such additional services shall be mutually agreed upon by the Selected Firm(s) and the County and incorporated into the contract before contract signing.
- m. Licensure: Before a contract pursuant to this RFQ is signed, the Selected Firm(s) must hold all necessary, applicable business and professional licenses. The County may require any or all Responding Firms to submit evidence of proper licensure.

- n. Disclosure of Submittal Contents: All SOQs and other materials submitted in response to this RFQ procurement process become the property of the County of Solano. Selection or rejection of a submittal does not affect this right. All SOQ information, including detailed price and cost information, shall be held in confidence during the evaluation and selection process. Upon the completion of the evaluation and selection process, indicated by approval of a contract for services emanating from this RFQ by the Solano County Board of Supervisors, the SOQs and associated materials shall be open for review by the public to the extent allowed by the *California Public Records Act*, (Government Code Section 6250-6270 and 6275-6276.48). By submitting an SOQ, the Responding Firm acknowledges and accepts that the contents of the submittal and associated documents shall become open to public inspection.
- o. Proprietary Information: The master copy of each SOQ shall be retained for official files and will become public record after the award of a contract unless the SOQ or specific parts of the SOQ can be shown to be exempt by law (Government code §6276). Each Responding Firm may clearly label part of a submittal as "CONFIDENTIAL" if the Responding Firm thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any information that is released by the County shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the County, the County will notify the Responding Firm of the request and delay access to the material until seven working days after notification to the Responding Firm. Within that time delay, it will be the duty of the Responding Firm to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.
- p. Severability: If any provision of this RFQ is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of the County and Responding Firms shall be construed and enforced as if the RFQ did not contain the particular provision held to be invalid.
- q. Joint Ventures and Partnering:
 - 1. Submittals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on the County as a result of the participation of multiple entities.
 - 2. The submittal shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFQ.
 - 3. The submittal must include a copy of the joint venture or partnering agreements that identify the Principals involved as well as their rights and responsibilities regarding a contract pursuant to this RFQ.
 - 4. The SOQ transmittal letter must be signed by each Principal of the joint venture and include all required information.

11. ATTACHMENTS AND EXHIBITS

ATTACHMENT 1: SAMPLE SCOPE OF WORK - SERVICE TASK LIST
ATTACHMENT 2: COUNTY'S PROJECT MANAGEMENT ORGANIZATION

ATTACHMENT 3: INTENT TO PROPOSE FORM
ATTACHMENT 4: SIGNATURE PAGE
ATTACHMENT 5: QUESTIONS AND ANSWERS FORM
ATTACHMENT 6: AGENCY REFERENCE FORM
ATTACHMENT 7: KEY TEAM MEMBERS REFERENCE FORM
ATTACHMENT 8: NON-COLLUSION DECLARATION
ATTACHMENT 9: CERTIFICATION OF COMPLIANCE
ATTACHMENT 10: COUNTY RESERVATIONS
ATTACHMENT 11: DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS
ATTACHMENT 12: PUBLIC WORKS REFORMS (SB 854) FACT SHEET
ATTACHMENT 13: CHECK LIST

EXHIBIT A: COUNTY STANDARD CONTRACT
EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS
EXHIBIT C: GENERAL TERMS AND CONDITIONS
EXHIBIT D: SPECIAL TERMS AND CONDITIONS

**COUNTY OF SOLANO
REQUEST FOR QUALIFICATIONS (RFQ) NO. 906-0201-19
ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT
SERVICES**

SAMPLE - SCOPE OF WORK - SERVICE TASK LIST

1. TASK LIST

The following is a sample, non-exclusive overall list of tasks that may be assigned to the selected firm(s). Specific scopes of work for each project/task may vary based on actual project need, and will be defined by individually executed contract amendment (Adjusted Services Agreement) commensurate with firm qualifications and capabilities. Responding firms are welcomed to provide a list of additional services or capabilities not listed below that may be beneficial to the County in the delivery of projects administered by the CPM Division, within the maximum RFQ page count. The County reserves the right to incorporate any such additional services into an agreement at its sole discretion.

During each phase listed below, due coordination and consultation with other County agencies and Authorities Having Jurisdiction is required, with approvals obtained before continuing to the next phase.

Note that Solano County has the statutory authority to deliver projects using various methods including design-bid-build, design-build (including bridging), multiple prime/trade contracting, and/or Best Value/performance contracting.

2. PRE – PROJECT ACTIVITIES

As project needs are identified, the County determines an appropriate course of action, available resources, and project priority. Technical Support Service tasks may include:

- Development of conceptual project scope, concept drawings and/or narrative
- Evaluate needs, resources, influences, and factors
- Identifying design, engineering and financing alternatives and options
- Development of conceptual project budget
- Identifying project stakeholder responsibilities
- Determine design, engineering and construction scope of work
- Determine costs for the project and provide a statement of probable cost
- Meet with County representatives
- Present concepts and projects in a public forum to general public and/or elected officials
- Develop Project schedule
- Prepare meeting minutes (typical all phases)
- Make recommendations regarding the method of project procurement (i.e.: design/bid/build, design/build, etc.)

3. PRE-DESIGN

Once a project has been approved and funded by the Board of Supervisors, the County CPM Project Coordinator must be able to commit resources to develop a more detailed project budget,

schedule, and acquire commensurate additional consultant services as needed. Technical Support Service tasks may include:

- Provide initial design, engineering and development
- Identify scope of services (basic and supplemental)
- Prepare Request for Qualifications (RFQ) and Request for Proposals (RFP)
- Assist in administering the evaluation and selection process
- Assist in contract negotiations
- Arrange for preliminary reviews of project by agencies having jurisdiction
- Consider environmental impacts
- Conduct materials testing
- Prepare necessary written or graphic materials
- Track agency requirements
- Prepare meeting minutes
- Identify options and/or requirements for regulatory agency compliance
- Facilitate departmental interviews and questionnaires for programming activities
- Manage or perform project entitlement
- Evaluate and present findings
- Evaluate project scope and budget and adjust as required

4. SITE ANALYSIS

During this phase, activities occur such as surveys, geotechnical investigations, resource assessments, utilities analysis, Environmental Impact Reports (EIR) and impacts on adjacent users are obtained and evaluated. Technical Support Service tasks may include:

- Perform site analysis or make determination to further outsource some/all site analysis activities
- Identify A/E or other specialized services required, assist in preparing requisite RFQs/RFPs and assist in the solicitation process
- Develop/obtain documentation of existing conditions
- Monitor individual consultant performance and overall project progress
- Evaluate findings/make recommendations based upon required quality and functionality
- Review project scope, budget, and schedule, and report any deviations
- Report at weekly meetings with CPM and the Facilities Operations Division
- Report at monthly project meetings with General Services Administration
- Prepare meeting minutes

5. SCHEMATIC DESIGN

This phase is characterized by the development of early design concepts in accordance with corresponding project program and site analysis, the scope of project and budget, code search, and client needs. Technical Support Service tasks may include:

- Prepare schematic site and/or facility design documents or make determination to outsource preparation of schematic design documents
- Perform code research and review
- Present findings, conclusions, and recommendations
- Coordinate consultant design team
- Respond to Requests for Information (RFI)
- Monitor project budget and schedule; prepare status reports
- Review schematic design documents to assure correlation with project scope and program

- Prepare or update statement of probable cost
- Estimate project design and construction timeline
- Obtain stakeholder approval(s) of schematic design
- Prepare meeting minutes

6. DESIGN DEVELOPMENT

This phase fixes and describes the size and character of the project, including the architectural, structural, mechanical and electrical systems, materials, etc. Accountability for budget compliance is crucial. Value engineering, sustainability review and general constructability considerations take place in this phase. Logistical issues and collateral impacts precipitated by the project should be identified. Technical Support Service tasks may include:

- Prepare design development documents or make determination to outsource preparation of design development documents
- Conduct value engineering/sustainability review of design development
- Set up and monitor team meetings
- Prepare meeting minutes
- Perform Value Engineering evaluations in tandem with budget analysis to further refine the development of project(s)/scope
- Monitor project budget and schedule; prepare status reports
- Report any deviations to project schedule and / or budget
- Coordinate County and consultant activities
- Oversee the appropriate activities for the procurement process (i.e.: design/bid/build, etc.)
- Respond to Requests for Information
- Obtain and record decisions
- Perform design development review
- Prepare DD-level cost estimate at e.g. 50%, 100% DDs
- Update project design and construction timeline
- Obtain approvals of design development

7. CONTRACT DOCUMENTS

Typically during this phase (depending on the procurement method), project construction details are documented and materials developed that serve to administer the construction process and which embody the legal and contractual requirements, obligations and responsibilities of the owner, contractor, and design professional. The documents communicate to the contractor the quantities, qualities, and relationships of all work required to construct the project. They will also be the means of obtaining regulatory approvals to proceed with the construction. Technical Support Service tasks may include:

- Prepare contract documents or make determination to outsource preparation of contract documents
- Coordinate team meetings
- Monitor project budget and schedule; prepare status reports
- Perform Value Engineering evaluations in tandem with budget analysis to further refine the development of project(s)
- Provide quality controls, coordination checking, and constructability review
- Conduct progress reviews at 30%, 60%, and 90%
- Prepare detailed (e.g. CSI, Uniformat) construction cost estimates (e.g. 50%, 90% pre-plan check)

- Update project plan check and construction timeline
- Prepare recommended bid add/delete alternates
- Respond to Requests for Information
- Coordinate County participation
- Review Contract Documents
- Prepare meeting minutes
- Obtain agency approvals

8. BIDDING/NEGOTIATIONS

During this phase of procurement strict compliance with the Public Contracts Code and other regulations is essential to ensure smooth and timely award of contract. Technical Support Service tasks may include:

- Assist in marketing projects and identify interested contractors and suppliers to maximize competitive bidding Finalize Notice Inviting Bids
- Schedule pre-bid walk thru with appropriate County agencies and representatives
- Assist in setting date for advertising/bid opening
- Coordinate document printing and distribution
- Assist in tracking plan holders by maintaining the plan holders list
- Participate in pre-bid walk thru
- Prepare responses to RFI/addendum process
- Attend bid/proposal opening
- Validate proposals for completeness and conformance to regulations
- Complete bid tabulation sheet including bid alternates
- Assist in determining lowest responsible bidder
- As directed, issue notice of intent to award with accepted scope of work
- Prepare meeting minutes

9. CONSTRUCTION ADMINISTRATION

During this phase, overseeing of the construction process requires timely response to requests for information, approvals of submittals, and careful monitoring of the schedule and budget. Informed decision making on the part of the owner requires relevant information and alternative solutions be presented. Technical Support Service tasks may include:

- Assist in process to acquire/build-out/furnish swing space (if required)
- Set up project manual/information tracking systems
- Participate in the Pre-construction Conference
- Assist in setting project start date and completion date
- Review project schedule and budget
- Coordinate the activities of the Contractor, County staff and other County operations
- Attend weekly job site meetings
- Conduct testing and inspections
- Record/publish/distribute meeting minutes
- Attend weekly work group meetings
- Identify and facilitate bidding of long-lead materials and equipment for early purchasing
- Report project progress/issues requiring Owner resolution
- Report cost and schedule impacts
- Prepare cost estimates to verify change order claims
- Assist in processing RFIs, Bulletins, RFPs; prepare change orders

- Assist in processing of submittals/review submittals
- Assist in processing of substitution requests/review substitutions
- Ensure Project Record Documents are being updated and delivered to the County
- Monitor project schedule
- Monitor project budget
- Coordinate/Manage information provided to Utilities providers
- Facilitate coordination of inspections with other regulatory agencies
- Assist in reviewing and processing of progress payments/pay requests
- Coordinate systems testing programs
- Assist in administering close-out process
- Review certified payroll verification
- Assist in claims analysis and dispute resolution
- Coordinate and consolidate final inspections and punch lists for completion
- Assist in preparation of Notice of Completion

10. POST CONSTRUCTION

This phase evaluates the performance of the project and quality of the work. As the user moves in, attention to overlooked details and their correction is important. This phase also affords the opportunity to review processes and procedures, consultant and contractor performance. This helps evaluate product performance, and construction/installation details. Technical Support Service tasks may include:

- Facilitate move-in activities
- Participate in management of warranty work
- Perform consultant evaluation
- Perform contractor evaluation
- Provide information to document final project costs/cost evaluation
- Perform product specification evaluation
- Perform General Conditions/General Requirements review
- Document lessons learned for use on future projects
- Facilitate County staff performance review
- Assist in developing and administering and updating data base for future project reference

11. OTHER SERVICES

Other Technical Support Service tasks may include:

- Managing solicitation processes to procure consultant/construction resources for projects
- Documenting project organization and procedures at project start-up to provide continuity between project phases
- Estimating design/engineering concepts and compare to cost models
- Identify value engineering and life-cycle cost study areas and perform studies or cause studies to be performed
- Monitoring the marketplace and report on escalation and other changes
- Management of testing agencies
- Recommending changes in work that will save time/money or improve quality
- Managing photographic records for the project
- Assembling operating manuals and warranties
- Conducting facility condition or code compliance assessments
- Assisting in close-out of design and construction contracts
- Providing recommendations to resolve site and building environmental issues

- Coordinating work of utility providers
- Managing work of County's Public Art Program for new construction projects

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COUNTY'S PROJECT MANAGEMENT ORGANIZATION

Projects are governed per the County's Project Management Organization, the specific application and structure of which depends on the nature of the individual project and relevant stakeholder groups involved. Not all projects will operate under a full management structure.

General Services, Division of Capital Projects Management – Officially acts as the managing Department/Division in carrying out the day to day responsibilities of developing/managing projects that house County programs and services.

Executive Committee - This group has authority to make final decisions concerning project issues that are outside the established scope, cost and schedule of each project/work effort. This committee, whose composition may vary from project to project, consists of representatives from the Executive Management Group of senior County personnel and executive-level staff of the City in which the project resides. Typically, the selected Technical Support Services firm will be called on as required to provide or coordinate provision of graphic information and/or make presentations before the Executive Committee to facilitate project communication and issue resolution.

Steering Committee/Core Group – This committee/group has authority to make final decisions concerning project issues within the project's established scope, cost and schedule. This committee/group normally consists of representatives from County Departments/Divisions who are stakeholders in the project. The selected firm(s) will be called on to provide (or coordinate provision of) graphic information, make presentations before the Steering Committee/Core Group to facilitate project communication and issue resolution, and manage Steering Committee/Core Group meetings. The Core Group, composed of selected members of the Steering Committee, may meet more frequently than the Steering Committee, to expedite project-related issues or resolve sensitive challenges.

Work Group - This group performs the day-to-day work and prepared technical studies required to progress each project/work effort, implements the decisions made by the Executive/Steering Committees and formulates recommendations for consideration by these other committees. This group, whose composition may vary from project to project, also consists of representatives from various County Departments/Divisions who are stakeholders in the project/work effort. The selected Technical Support Services firm(s) will organize and actively participate in all Work Group meetings for assigned projects/work efforts and will be called on as required to provide or coordinate provision of graphic information and/or make presentations before the Work Group to facilitate project communication and issue resolution. Selected firms will primarily interact with Work Group members during the course of a project.

Authorities Having Jurisdiction – The Department of Resource Management acts as the primary local regulatory authority having jurisdiction in matters regarding building codes, planning and environmental issues for County-owned projects. Other agencies, such as the fire departments in local cities, will also have regulatory authority over specific aspects of the work performed under the agreements resulting from this solicitation. Depending on specific project needs, other federal, state, and local agencies may also be Authorities Having Jurisdiction, including utility providers.

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INTENT TO PROPOSE FORM

Date: _____

Email the following Intent to Respond form to Solicitation Coordinator on or before 02/18/19 5:00 P.M.

To: County of Solano Purchasing Services
Attention: Farid Atmar
Title: Senior Buyer
Email: MFAatmar@solanocounty.com

From:

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

We intent to respond to this solicitation by the specified due date. Yes _____, NO _____

By signing above, I certify that I am authorized by the Company named above to respond to this request.

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SIGNATURE PAGE

Every submittal must contain a fully executed signature page, supplying all required information, signature, and type name and title of the individual legally authorized to commit the contractor to a binding contract to execute all specifications, provisions, terms and conditions contained herein.

I hereby certify that I have read, acknowledge, understand, and agree to the content(s) of the following notices:

CERTIFICATION – RESPOND TO THE FOLLOWING BY WRITING **(YES)** OR **(NO)**

Agency Reference Statement (Complete form and return with SOQ)	
Non-Collusion Declaration (Complete form and return with SOQ)	
Certification of Compliance	
Reservations	
Other (Please specify):	

SIGNATURE AND ACKNOWLEDGMENT:

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

By signing the above, I certify that I am authorized by the company named above to respond to this form.

COUNTY OF SOLANO
REQUEST FOR QUALIFICATIONS (RFQ) NO. 906-0201-19
ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT SERVICES

QUESTIONS AND ANSWERS FORM

Any questions regarding this solicitation shall be submitted according to the process outlined below and as specified in the solicitation document. The county's response to questions will be as specified in the solicitation documents.

1. Submit questions or concerns on the form provided.
2. State your question(s) in the table and reference the section of the solicitation (if applicable).
3. Submit the form (**Microsoft word only**) via email to solicitation coordinator by at MFAatmar@solanocounty.com, or submit via public purchase website at www.publicpurchase.com. Please contact the coordinator with any questions regarding this process, preferably via email.
4. Please use page 2 of 2 for more questions:

QUESTIONS AND ANSWER

NO.	REFERENCE SECTION OF SOLICITATION	QUESTIONS / COMMENTS	COUNTY RESPONSE (FOR COUNTY USE ONLY)

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

Q&A CONTINUED, PAGE 2 OF 2

NO.	REFERENCE SECTION OF SOLICITATION	QUESTIONS / COMMENTS	COUNTY RESPONSE (FOR COUNTY USE ONLY)

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

COUNTY OF SOLANO
REQUEST FOR QUALIFICATIONS (RFQ) NO. 906-0201-19
ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT
SERVICES

AGENCY REFERENCE FORM

Supply Three (3) References of Government Agencies and/or Firms for whom Bidder has provided similar Services during the last three (3) years:

LIST OF REFERENCES

1. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service:	
Dates(S) When Service Provided	
2. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service	
Dates(S) When Service Provided	
3. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Description Of Service	
Dates(S) When Service Provided	

Signature and acknowledgment by signing below, I certify that I am authorized by the company named above to respond to this request.

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

COUNTY OF SOLANO
REQUEST FOR QUALIFICATIONS (RFQ) NO. 906-0201-19
ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT SERVICES

KEY TEAM MEMBERS REFERENCE FORM

Please provide below information for each key team member proposed in your proposal:

Key Team Member Name:	
1. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service:	
Dates(S) When Service Provided	
2. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service	
Dates(S) When Service Provided	
3. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Description of Service	
Dates(S) When Service Provided	

Signature and acknowledgment by signing below, I certify that I am authorized by the company named above to respond to this request.

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

COUNTY OF SOLANO
REQUEST FOR QUALIFICATIONS (RFQ) NO. 906-0201-19
ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT
SERVICES

NON-COLLUSION DECLARATION PURSUANT TO PUBLIC CONTRACT CODE SEC. 7106

The undersigned declares: I am the _____ of _____,
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed by:

SIGNATURE AND ACKNOWLEDGMENT

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

**COUNTY OF SOLANO
REQUEST FOR QUALIFICATIONS (RFQ) NO. 906-0201-19
ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT
SERVICES**

CERTIFICATION OF COMPLIANCE

CERTIFICATION:

The bidder does hereby make certification and assurance of the Proposer's compliance with:

- a) The laws of the County of Solano:
<http://www.codepublishing.com/CA/SolanoCounty/>
- b) Title VI of the federal Civil Rights Act of 1964:
<https://www.justice.gov/crt/fcs/TitleVI-Overview>
- c) Title IX of the federal Education Amendments Act of 1972:
<https://www.justice.gov/crt/title-ix-education-amendments-1972>
- d) The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government:
<https://www.justice.gov/jmd/hr-order-doj12001-part-4-equal-employment-opportunity>
- e) The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government:
<https://www.ada.gov/pubs/adastatute08.htm>
- f) All contract employees performing services and/or work as a result of this solicitation must have documented legal authority to work in the United States of America,
- g) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- h) the condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this SOLICITATION.

READ AND ACKNOWLEDGE ON RFP ATTACHMENT 4, SIGNATURE PAGE

**COUNTY OF SOLANO
REQUEST FOR QUALIFICATIONS (RFQ) NO. 906-0201-19
ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT
SERVICES**

SOLANO COUNTY RESERVATIONS

COUNTY OF SOLANO HEREBY RESERVES THE FOLLOWING RIGHTS:

The County of Solano reserves the right to make an award in whole or in part or any varying combination of the following requirements that will be in the best interest of the County, and not necessarily to the lowest Contractor. The intended bid award will be determined to be the most professionally and technically able to render services and perform associated work in support of the department to fulfill all contract requirements.

Right of Rejection

1. The County reserves the right to reject any and all bids, or to cancel this SOLICITATION in part or in its entirety.
2. The County reserves the right to waive any variances in proposals provided such action is in the best interest of the County.
3. The County reserves the right to amend this SOLICITATION at any time. The County also reserves the right to cancel or reissue the SOLICITATION at its sole discretion.
4. Any bid received which does not meet the requirements of this SOLICITATION, may be considered to be non-responsive, and may be rejected. The County may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this SOLICITATION.
5. To cancel any award and re-solicit bids for services herein specified due to the increased or added costs, if in its opinion increased prices are greater than those of the general market.
6. To cancel any award and re-solicit bids in the event services cannot commence with ten (10) days after the specified date for start of work.
7. To reject any and all proposals considered not to be in the best interest of the County.
8. To waive any and all minor irregularities in bids.
9. To reduce or increase any specification, in whole or in part due to changes in budget allocations.

READ AND ACKNOWLEDGE ON SOLICITATION ATTACHMENT 4, SIGNATURE PAGE

COUNTY OF SOLANO
REQUEST FOR QUALIFICATIONS (RFQ) NO. 906-0201-19
ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT
SERVICES

PROPOSING FIRM'S DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

Describe all ongoing and past civil and criminal proceedings within the last 10 years. Indicate the status of current proceeding and the outcome of closed or completed actions. Also, describe, if any, how the outcome of actions impacted company business operations.

--

Note: if no civil and criminal proceedings within the last 10 years, indicate here and return this attachment with your proposal.

SIGNATURE AND ACKNOWLEDGMENT

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

COUNTY OF SOLANO
REQUEST FOR QUALIFICATIONS (RFQ) NO. 906-0201-19
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SERVICES

PUBLIC WORKS REFORMS (SB 854)
FACT SHEET

(check website below for any updates)

<https://www.dir.ca.gov/default.html>

Public works reforms (SB 854) were signed into law on June 20, 2014. The reforms made several significant changes to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through the program established by SB 854 are used to fund DIR's public works activities.

Essentials of public works contractor registration program:

- Contractors are subject to a registration and annual renewal fee set initially at \$400. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
 - Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
 - Must have Contractors State License Board license if applicable to trade.
 - Must not have any delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
 - Must not be under federal or state debarment.
 - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12-month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.
- DIR provides a searchable database of registered contractors and subcontractors on its website, so that awarding bodies and contractors can comply with the requirement to only use registered contractors and subcontractors.
- Various protections are built in so that
 - A contractor won't be in violation for working on a private job that is later determined to be public work;
 - The inadvertent listing of an unregistered subcontractor on a bid doesn't necessarily invalidate that bid;
 - A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;
 - An unregistered contractor or subcontractor can be replaced with one who is registered;

- A contractor whose registration lapses will have a 90-day grace period within which to pay a late fee and renew.
- Contractors and subcontractors register online. The preferred method of payment is by credit card.
- The requirement to list only registered contractors and subcontractors on bids became effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

Essentials of Public Works Enforcement Fund:

All contractor registration fees go into the State Public Works Enforcement Fund and are used to fund the following items:

- Administration of contractor registration requirement;
- All DIR costs for administering and enforcing public works laws;
- Labor Commissioner's enforcement of other Labor Code violations on monitored public works projects.

DIR no longer charges awarding bodies for prevailing wage compliance monitoring and enforcement on legacy CMU projects.

Related changes in DIR's administration and enforcement of public works requirements:

- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects were eliminated and replaced by requirements that apply to *all* public works projects (as defined under the Labor Code).
- Awarding bodies are required to submit PWC-100 (contract award notice) for all public works projects.
- Contractors and subcontractors on *all* public works projects are required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
 - CPRs are furnished to the Labor Commissioner online
 - This requirement phases in as follows:
 - Applied to public works projects that had been under CMU monitoring;
 - Applies to any new projects awarded on or after April 1, 2015;
 - May apply to other projects as determined by Labor Commissioner;
 - Applies to *all* public works projects, (except those listed under Exemptions just below), on and after January 1, 2016.
 - **Exemptions:** As of April 1, 2015, and even after January 1, 2016, the following projects are exempt from the requirement to have contractors and subcontractors furnish certified payroll records (CPRs) to the Labor Commissioner:

Any projects monitored and enforced by the following legacy LCPs:

- California Department of Transportation (Caltrans)
- City of Los Angeles
- Los Angeles Unified School District
- County of Sacramento

Projects covered by qualifying project labor agreements, at the Labor Commissioner's discretion.

- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) ongoing public works projects awarded prior to January 1, 2012, that were under a pre-existing LCP requirement (see the four legacy LCPs listed above) and (2) projects funded in whole or in part by Proposition 84.

IMPORTANT NOTICES:

1. IF CALIFORNIA STATE PREVAILING WAGE IS IN EFFECT FOR SOME PORTIONS OF THE RFP, SUBMIT"
2. DIR REGISTRATION NUMBER: _____
3. CONTRACTOR LICENSE NUMBER: _____
4. DIR PREVAILING WAGE CRAFT-CLASSIFICATION: _____

SB 854 FACT SHEET ACKNOWLEDGEMENT

SIGNATURE AND ACKNOWLEDGMENT:

COMPANY / FIRM NAME		
ADDRESS (INCLUDING ZIP)		
CONTACT PERSON:		
EMAIL AND WEBSITE		
PHONE		SIGNATURE:

COUNTY OF SOLANO
REQUEST FOR QUALIFICATIONS (RFQ) NO. 906-0201-19
ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT SERVICES

CHECK LIST

RFQ REQUIREMENTS NOTE: THIS CHECKLIST IS NOT COMPREHENSIVE. IT IS THE RESPONDER'S RESPONSIBILITY TO ENSURE COMPLIANCE WITH ALL REQUIREMENTS OF THIS SOLICITATION.		INDICATE BY INITIALING BELOW
1. ALL REQUIRED ATTACHMENTS, APPENDICES, AND OTHER DOCUMENTS AS REQUIRED BY RFQ?		
4.RFQ RESPONSE FORMATTED CONGRUENT WITH RFQ?		
5. RFQ RESPONSE CONTAINS CLEARLY IDENTIFIED COVER LETTER?		
6. KEY TEAM MEMBERS RESUME, ATTACHMENT 7, INCLUDED IN RESPONSE APPENDIX?		
7. SIGNATURE PAGE, ATTACHMENT 4, INCLUDED IN RESPONSE APPENDIX?		
8. NON-COLLUSION DECLARATION, ATTACHMENT 8, INCLUDED IN RESPONSE APPENDIX?		
9. PROPOSER'S DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS, ATTACHMENT 11, INCLUDED IN RESPONSE APPENDIX?		
10. RESPONSE LIMITED TO 30 SINGLE-SIDED (15 DOUBLE-SIDED) PAGES AS SPECIFIED IN SECTION 5?		
11. IF ANY, WERE OBJECTIONS TO THE COUNTY CONTRACT SUBMITTED ON ATTACHMENT 5 DURING THE PERIOD FOR QUESTIONS AND COMMENTS, AS DETAILED IN THE RFQ SCHEDULE OF EVENTS? THE COUNTY RESERVES THE RIGHT TO REJECT ANY QUALIFICATIONS OR OBJECTIONS TO THE CONTRACT IF INCLUDED IN RESPONDER'S RESPONSE IF NOT IDENTIFIED ON ATTACHMENT 5.		
11. AMENDMENT(S) TO RFQ ACKNOWLEDGEMENT INCLUDED IN RESPONSE, INCLUDE IN APPENDIX OF RESPONSE IF APPLICABLE		
12. RFQ RESPONSE CONTAINS/MEETS ALL RFQ REQUIREMENTS		
13. THIS RFQ CHECK LIST INCLUDED IN RESPONSE, ATTACHMENT 13, INCLUDE IN APPENDIX X OF RESPONSE		

SIGNATURE AND ACKNOWLEDGMENT

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

COUNTY STANDARD CONTRACT

The Standard contract (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

[County Standard Contract on Next Page]

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

CONTRACTOR'S NAME

The Term of this Contract is:

The maximum amount of this Contract is:
\$

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

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

The parties have executed this Contract as of the ____ day of _____, 20__.

CONTRACTOR	COUNTY OF SOLANO
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE _____ DATED _____
SIGNATURE _____ DATED _____	TITLE _____
PRINTED NAME AND TITLE	ADDRESS _____
ADDRESS _____	CITY _____ STATE _____ ZIP CODE _____
CITY _____ STATE _____ ZIP CODE _____	Approved as to Content: DEPARTMENT HEAD OR DESIGNEE _____ DATED _____
	Approved as to Form: COUNTY COUNSEL _____ DATED _____

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

Rev. 01/19/07

BUDGET DETAIL AND PAYMENT PROVISIONS

[Actual Budget and Payment Plan to be negotiated upon contract award.]

1. METHOD OF PAYMENT

Upon initiation on an Adjusted Services Authorization (ASA)/Work Order approved by the County, compensation shall be for a total not to exceed the amount in each ASA/Work Order according to the attached Fee Schedule (*here – Consultant's rates sheet to be attached*) accrued on an hourly basis to task-oriented work or by a separate negotiated fee for other work as mutually agreed upon the County and Consultant.

No compensation shall be due without prior authorization and corresponding properly executed ASA/Work Order.

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred 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.

The County offers direct deposit for invoice payment. To enroll in the program, copy and paste the following hyper-link into your internet browser.

[http://www.solanocounty.com/depts/auditor/electronic_payment_to_vendor_\(ach\).asp](http://www.solanocounty.com/depts/auditor/electronic_payment_to_vendor_(ach).asp)

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 all 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 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, code1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

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

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

- | | | |
|-----------------------------|--------------------|---|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit. |
| (2) Professional Liability: | \$1,000,000 | combined single limit per claim and in the aggregate. The policy shall remain in full |

force and effect for no less than 3 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.

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

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

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be 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.

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

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

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 do so 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 terminate this Contract.
- B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.
- C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.
- D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

- A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.
- B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages 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. 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 CFR 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.

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

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

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State 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. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or

computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

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

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

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

C. Contractor agrees and acknowledges that all recipients of funding from County

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

33. PRICING

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

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

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

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

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

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

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in 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.

SPECIAL TERMS AND CONDITIONS**1. CONTRACT EXTENSION**

Notwithstanding Sections 2 and 3 of the Standard Contract, and unless terminated by either party prior to contract termination date, at County's sole election, this Contract may be extended for up to 90 days beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Contract is extended, compensation for the extension period shall not exceed (contract amount)

2. TERMINATION

A. Notwithstanding Section 4 in Exhibit C, this Contract may be terminated by County or Contractor, at any time, with good cause, upon **30** days written notice from one to the other.

3. ADDITIONAL INSURANCE

(1) Errors and Omissions insurance against loss due to negligent acts, errors and/or omissions, in an amount no less than one million dollars (\$1,000,000) combined single limit per claim and in the aggregate. The policy shall be written on an occurrence form or shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.

(2) Professional malpractice insurance of all activities of Contractor (and its subcontractors) arising out of or in connection with this Contract in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. The policy shall be written on an occurrence form or shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.

4. SPECIAL RESPONSIBILITIES OF CONTRACTOR

(1) Submit verification of non-profit status, if a requirement for the award of this Contract:

(2) Provide an audit report, including a management letter, to County annually;

(3) Conduct an audit, at Contractor's expense, according to the requirements of OMB Circular A-133, which identifies all funds granted, received, disbursed and expended, and provide the audit to County within 30 days of completion;

(4) Provide an unaudited statement of revenue and expenditures to County within thirty (30) days of completion of the project if funds awarded to Contractor are \$100,000 or less;

(5) Obtain a bond at, Contractor's sole expense, in an amount sufficient to cover start-up funds if any were provided to Contractor from County.

5. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit " D-1 " .

6. CHILD/ADULT ABUSE

Contractor shall execute the form attached as Exhibit " D-2 and D-3 " .

7. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

County and Contractor each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act and agree to use and disclose protected health information as required by law. County and Contractor

acknowledge that the exchange of protected health information between them is only for treatment, payment, and health care operations.

Contractor shall execute the form attached as Exhibit " D-4 ".

8. CHANGES AND AMENDMENTS

Amendments that are not State approved vendor agreement amendments shall be submitted to the State for prior approval at least 30 days before the effective date of any proposed changes governing compensation, services or term.

9. CONFIDENTIALITY OF MENTAL HEALTH RECORDS

Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records. County and Contractor shall maintain the confidentiality of any information regarding clients (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the client's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.

10. EARLIER DEFAULT

Services provided under this Contract are of a time-sensitive nature. Accordingly, notwithstanding the requirements of Section 10 in Exhibit D, the time period for notifying Contractor of default shall be ____ days. If Contractor fails to cure a default within ____ days after notification, or if the default requires more than ____ days to cure and Contractor fails to commence to cure the default within ____ days after notification, then Contractor's failure shall terminate this Contract.

11. INDEMNIFICATION FOR PHYSICIANS

Pursuant to Government Code section 800 et seq., County shall indemnify Contractor against all claims, losses and damages arising out of Contractor's performance to the extent that Contractor would be entitled to indemnification if Contractor were a County employee. County may indemnify either by self-insuring or by purchasing insurance for such purpose.

12. CONFIDENTIAL RECORDS

Contractor acknowledges that any information generated, received or disseminated pursuant to its performance under this Contract is confidential and shall not be disclosed in any manner unless authorized by law. Furthermore, Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code sections applicable to the subject of this Contract, particularly, sections 10850 and 11478.1 and will abide by its requirements.

13. FEDERAL/STATE HEALTH CARE PROGRAMS

Contractor shall execute Exhibit " " for services which may be reimbursed by Federal or State Health Care Programs (including, but not limited to, Medicare, MediCal and Grants), when such services are either provided on Solano County premises or for which County may seek reimbursement from Federal or State Health Care Programs or grants.

14. STANDARD OF CARE

Architecture and/or Engineering firms in responsible control of project design will be requested to include the following section in their contract with the County:

The Consultant shall perform services consistent with the professional skill and care ordinarily provided by architects/engineers/professional services consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). Notwithstanding any other provision of this Agreement, this Standard of Care shall govern the Contractor's services and any clause which purports to heighten the standard of care shall be read as if it is subject to the Standard of Care.

The Architect shall provide services and produce Instruments of Service, defined as drawings, specifications and other documents in accordance with the Standard of Care. Owner and Architect acknowledge that no set of Instruments of Service is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the Standard of Care and that the Instruments of Service, while still consistent with the Standard of Care, may contain errors, omissions, and inconsistencies (collectively "Errors") at the time they are provided to Owner.

The Owner agrees that for portion of projects consisting of construction values \$100,000 or less, if the Errors do not increase the Construction Cost by Change Order by more than ten percent (10%), the Owner releases Architect from any liability for the increase in the Construction Cost in connection with the Errors. The Owner agrees that for the portion of projects consisting of construction values \$100,000 to \$1,000,000, if the Errors do not increase the Construction Cost by Change Order by more than five percent (5%), the Owner releases Architect from any liability for the increase in the Construction Cost in connection with the Errors. The Owner agrees that for portion of projects consisting of construction values over \$1,000,000, if the Errors do not increase the Construction Cost by Change Order by more than three percent (3%), the Owner releases Architect from any liability for the increase in the Construction Cost in connection with the Errors. The Owner shall establish a reasonable contingency line item in the construction budget to cover additional costs resulting from such Errors. This release does not limit Architect's liability for increases beyond the applicable percentages in the event the Instruments of Service are not prepared in a manner consistent with the Standard of Care. Construction Cost increases by Change Order as a result of Owner requests, changes in governmental agency requirements after previous approval, errors made by the Contractor or Owner's consultants, or unforeseen conditions are not costs due to Errors of Architect/Engineer. The Architect/Engineer shall not be responsible for increases to the Construction Cost for items omitted from the Instruments of Services, but that are necessary for the proper completion of the Project, except for 15% percent of the negotiated change order, which shall be the established amount to recognize the premium cost that may be necessary in order to add or retrofit an omitted item. Any Error in the Instruments of Service, whether or not in violation of the Standard of Care, shall be promptly corrected by Architect/Engineer without charge to Owner upon discovery by or notice to the Architect/Engineer. In the event that responsibility for the error or omission is shared by parties other than the Architect/Engineer, the cost split will be determined in accordance with the dispute resolution provisions of the contract.

SOLANO COUNTY
DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

COMPANY/ORGANIZATION NAME

The contractor or grant recipient named above certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. The above-named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement; and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
-

CERTIFICATION

I, the official named below, swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Contractor or Grant Recipient Signature

Date

Official's Name (type or print)

Title

Federal Tax I.D. Number

CHILD ABUSE REPORTING REQUIREMENTS

Section 11166 of the Penal Code requires any child care custodian, medical practitioner, nonmedical practitioner, or employee of a child protective agency who has knowledge of, or observes a child in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects, has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone, and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

I, the undersigned, have read and understand the requirements of Penal Code Section 11166 and will comply with its provisions.

Thereof, I agree to report to my immediate supervisor any suspected child abuse situations of which I am aware and will report directly to the Child Protective Services as necessary.

Name: _____

Title: _____

Date: _____

ADULT ABUSE REPORTING REQUIREMENTS

Welfare and Institutions Code section 15630 and following:

The undersigned, having read the statement below, signifies knowledge and understanding of its provisions:

Section 15630 of the Welfare and Institutions Code requires any care custodian, health practitioner, or employee of an adult protective services agency or a local law enforcement agency who has knowledge of, or observes a dependent adult, in his or her professional capacity or within the scope of his or her employment who he or she knows has been the victim of physical abuse, or who has injuries under circumstances which are consistent with abuse where the dependent adult's statements indicate, or in the case of a person with developmental disabilities, where his or her statements or other corroborating evidence indicates that abuse has occurred, to report the known or suspected instance of physical abuse to an adult protective services or a local law enforcement agency immediately or as soon as practically possible by telephone and to prepare and send a written report, thereof, within 36 hours of receiving the information concerning the incident.

"Care Custodian" means an administrator or an employee of any of the following public or private facilities:

- | | |
|---|---|
| 1. Health facility | 12. Licensing worker or evaluator |
| 2. Clinic | 13. Public assistance worker |
| 3. Home health agency | 14. Adult protective services agency |
| 4. Educational institution | 15. Patient's rights advocate |
| 5. Sheltered workshop | 16. Nursing home ombudsman ... |
| 6. Camp | 17. Legal guardian or conservator |
| 7. Respite care facility | 18. Skilled nursing facility |
| 8. Residential care institution
including foster homes and
group homes | 19. Intermediate care facility |
| 9. Community care facility | 20. Local Law enforcement agency |
| 10. Adult day care facility,
including adult day health
care facilities | 21. Any other person who provides
goods or services necessary to
avoid physical harm or mental
suffering and who performs duties |
| 11. Regional center for persons
with developmental disabilities | |

"Health Practitioner" means a physician, surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, marriage, family and child counselor or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code, any emergency medical technician I or II, paramedic, a person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code, or psychological assistant registered pursuant to Section 2913 of the Business and Professions Code, a marriage, family and child counselor trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code, a state or county public health employee who treats a dependent adult for any condition, a coroner, or a religious practitioner who diagnoses, examines, or treats dependent adults.

I certify that a full copy of Welfare and Institutions Code section 15630 and following has been provided to me, and I have read and understand the above statement and will comply with its provisions.

Name: _____ Signature: _____

Title: _____ Date: _____

Supervisor's Name: _____ Signature: _____

SOLANO COUNTY

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

CONTRACTOR AGREEMENT

(Contractor Name)

This Exhibit shall constitute the Business Associate Agreement (the "Agreement") between the County of Solano (the "County") and the Contractor or grant recipient (the "Contractor") and applies to the functions Contractor will perform on behalf of the County (collectively, "Services"), that is identified in Exhibit A, Scope of Work.

- A County wishes to disclose certain information to Contractor pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).
- B County and its Contractor acknowledge that Contractor is subject to the Privacy and Security Rules (45 CFR parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act), in certain aspects of its operations performed on behalf of the County.
- C As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require County to enter into an Agreement containing specific requirements with Contractor prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

I. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR parts 160 and 164.

1. **Breach** means the same as defined under the HITECH Act [42 U.S.C. section 17921].
2. **Contractor** means the same as defined under the Privacy Rule, the Security rule, and the HITECH Act, including, but not limited to, 42 U.S.C. section 17938 and 45 C.F.R. § 160.103.
3. **Breach of the Security of the Information System** means the unauthorized acquisition, including, but not limited to, access to, use, disclosure, modification or destruction, of unencrypted computerized data that materially compromises the security, confidentiality,

or integrity of personal information maintained by or on behalf of the County. Good faith acquisition of personal information by an employee or agent of the information holder for the purposes of the information holder is not a breach of the security of the system; provided, that the personal information is not used or subject to further unauthorized disclosure.

4. **Commercial Use** means obtaining protected health information with the intent to sell, transfer or use it for commercial, or personal gain, or malicious harm; sale to third party for consumption, resale, or processing for resale; application or conversion of data to make a profit or obtain a benefit contrary to the intent of this Agreement.
5. **Covered Entity means the same as defined** under the Privacy Rule and the Security rule, including, but not limited to, 45 C.F.R. § 160.103.
6. **Designated Record Set means the same as defined** in 45 C.F.R. § 164.501.
7. **Electronic Protected Health Information (ePHI) means the same as defined** in 45 C.F.R. § 160.103.
8. **Electronic Health Record means the same as defined** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. § 17921.
9. **Encryption** means the process using publicly known algorithms to convert plain text and other data into a form intended to protect the data from being able to be converted back to the original plain text by known technological means.
10. **Health Care Operations means the same as defined** in 45 C.F.R. § 164.501.
11. **Individual means the same as defined** in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
12. **Marketing means the same as defined** under 45 CFR § 164.501 and the act or process of promoting, selling, leasing or licensing any patient information or data for profit without the express written permission of County.
13. **Privacy Officer means the same as defined** in 45 C.F.R. § 164.530(a)(1). The Privacy Officer is the official designated by a County or Contractor to be responsible for compliance with HIPAA/HITECH regulations.
14. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and t 164, subparts A and E.
15. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. §§ 160.103 and 164.501].
16. **Required By Law means the same as defined** in 45 CFR § 164.103.

17. **Security Rule** means the HIPAA Regulation that is codified at 45 C.F.R. parts 160 and 164, subparts A and C.
18. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
19. **Security Event** means an immediately reportable subset of security incidents which incident would include:
- a. a suspected penetration of Contractor's information system of which the Contractor becomes aware of but for which it is not able to verify immediately upon becoming aware of the suspected incident that PHI was not accessed, stolen, used, disclosed, modified, or destroyed;
 - b. any indication, evidence, or other security documentation that the Contractor's network resources, including, but not limited to, software, network routers, firewalls, database and application servers, intrusion detection systems or other security appliances, may have been damaged, modified, taken over by proxy, or otherwise compromised, for which Contractor cannot refute the indication of the time the Contractor became aware of such indication;
 - c. a breach of the security of the Contractor's information system(s) by unauthorized acquisition, including, but not limited to, access to or use, disclosure, modification or destruction, of unencrypted computerized data and which incident materially compromises the security, confidentiality, or integrity of the PHI; and or,
 - d. the unauthorized acquisition, including but not limited to access to or use, disclosure, modification or destruction, of unencrypted PHI or other confidential information of the County by an employee or authorized user of Contractor's system(s) which materially compromises the security, confidentiality, or integrity of PHI or other confidential information of the County.

If data acquired (including but not limited to access to or use, disclosure, modification or destruction of such data) is in encrypted format but the decryption key which would allow the decoding of the data is also taken, the parties shall treat the acquisition as a breach for purposes of determining appropriate response.

20. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.
21. **Unsecured PHI** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. section 17932(h).

II. OBLIGATIONS OF CONTRACTOR

1. Compliance with the Privacy Rule: Contractor agrees to fully comply with the requirements under the Privacy Rule applicable to “Business Associates” as defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this agreement or as required by law.
2. Compliance with the Security Rule: Contractor agrees to fully comply with the requirements under the Security Rule applicable to “Business Associates” as defined in the Security Rule.
3. Compliance with the HITECH Act: Contractor hereby acknowledges and agrees it will comply with the HITECH provisions as proscribed in the HITECH Act.

III. USES AND DISCLOSURES

Contractor shall not use Protected Health Information except for the purpose of performing Contractor’s obligations under the Contract and as permitted by the Contract and this Agreement. Further, Contractor shall not use Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by County.

1. Contractor may use Protected Health Information:
 - a. For functions, activities, and services for or on the Covered Entities’ behalf for purposes specified in the Contract and this Agreement.
 - b. As authorized for Contractor’s management, administrative or legal responsibilities as a Contractor of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
 - c. As required by law.
 - d. To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
 - e. To report violations of law to appropriate Federal and State authorities, consistent with CFR § 164.502(j)(1).
2. Any use of Protected Health Information by Contractor, its agents, or subcontractors, other than those purposes of the Agreement, shall require the express written authorization by the County and a Business Associate Agreement or amendment as necessary.
3. Contractor shall not disclose Protected Health Information to a health plan for payment or health care operations if the patient has requested this restriction and has paid out of pocket in full for the health care item or service to which the Protected Health information relates.
4. Contractor shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by the County to Contractor for services provided pursuant to the Contract.
5. Contractor shall not use or disclosed Protected Health Information for prohibited activities including, but not limited to, marketing or fundraising purposes.
6. Contractor agrees to adequately and properly maintain all Protected Health Information received from, or created, on behalf of County.

7. If Contractor discloses Protected Health Information to a third party, Contractor must obtain, prior to making any such disclosure, i) reasonable written assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify Contractor of any breaches of confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. section 17932; 45 C.F.R. §§ 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

IV. MINIMUM NECESSARY

Contractor (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Health necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. section 17935(b); 45 C.F.R. § 164.514(d)(3)]. Contractor understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”

V. APPROPRIATE SAFEGUARDS

1. Contractor shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Health Information otherwise than as permitted by this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Health Information in accordance with 45 C.F.R. §§ 164.308, 164.310, and 164.312. [45 C.F.R. § 164.504(e)(2)(ii)(B); 45 C.F.R. § 164.308(b)]. Contractor shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. § 164.316. [42 U.S.C. section 17931].
2. Contractor agrees to comply with Subpart 45 CFR part 164 with respect to Electronic Protected Health Information (ePHI). Contractor must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS) as applicable.
3. Contractor agrees that destruction of Protected Health Information on paper, film, or other hard copy media must involve either cross cut shredding or otherwise destroying the Protected Health Information so that it cannot be read or reconstructed.
4. Should any employee or subcontractor of Contractor have direct, authorized access to computer systems of the County that contain Protected Health Information, Contractor shall immediately notify County of any change of such personnel (e.g. employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for County to disable previously authorized access.

VI. AGENT AND SUBCONTRACTOR'S OF CONTRACTOR

1. Contractor shall ensure that any agents and subcontractors to whom it provides Protected Health Information, agree in writing to the same restrictions and conditions that apply to

Contractor with respect to such PHI and implement the safeguards required with respect to Electronic PHI [45 C.F.R. § 164.504(e)(2)(ii)(D) and 45 C.F.R. § 164.308(b)].

2. Contractor shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. §§ 164.530(f) and 164.530(e)(l)).

VII. ACCESS TO PROTECTED HEALTH INFORMATION

1. If Contractor receives Protected Health Information from the County in a Designated Record Set, Contractor agrees to provide access to Protected Health Information in a Designated Record Set to the County in order to meet its requirements under 45 C.F.R. § 164.524.
2. Contractor shall make Protected Health Information maintained by Contractor or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under state law, [Health and Safety Code section 123110] the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524 [45 C.F.R. § 164.504(e)(2)(ii)(E)]. If Contractor maintains an Electronic Health Record, Contractor shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. section 17935(e).
3. If Contractor receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Contractor, Contractor will provide the requested copies to the individual in a timely manner. If Contractor receives a request for Protected Health Information not in its possession and in the possession of the County, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Contractor shall promptly forward the request to the County. Contractor shall then assist County as necessary in responding to the request in a timely manner. If a Contractor provides copies of Protected Health Information to the individual, it may charge a reasonable fee for the copies as the regulations shall permit.
4. Contractor shall provide copies of HIPAA Privacy and Security Training records and HIPAA policies and procedures within five (5) calendar days upon request from the County.

VIII. AMENDMENT OF PROTECTED HEALTH INFORMATION

Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of Protected Health Information in the designated record set which Contractor created for or received from the County so that the county may meet its amendment obligations under 45 CFR § 164.526. If any individual requests an amendment of Protected Information directly from Contractor or its agents or subcontractors, Contractor must notify the County in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Contractor or its agents or subcontractors shall be the responsibility of the County [45 C.F.R. § 164.504(e)(2)(ii)(F)].

IX. ACCOUNTING OF DISCLOSURES

1. At the request of the County, and in the time and manner designed by the County, Contractor and its agents or subcontractors shall make available to the County, the information required to provide an accounting of disclosures to enable the County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and the HITECH Act, including but not limited to 42 U.S.C. § 17935. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by the Contractor and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Contractor maintains an electronic health record and is subject to this requirement.
2. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
3. In the event that the request for an accounting is delivered directly to Contractor or its agents or subcontractors, Contractor shall forward within five (5) calendar days a written copy of the request to the County. It shall be the County's responsibility to prepare and deliver any such accounting requested. Contractor shall not disclose any Protected Information except as set forth in this Agreement [45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this paragraph shall survive the termination of this Agreement.

X. GOVERNMENTAL ACCESS TO RECORDS

Contractor shall make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the Secretary of the U.S. Department of Health and Human for purposes of determining Contractors compliance with the Privacy rule [45 C.F.R. § 164.504(e)(2)(ii)(H)]. Contractor shall provide to the County a copy of any Protected Health Information that Contractor provides to the Secretary concurrently with providing such Protected Information to the Secretary.

XI. CERTIFICATION

To the extent that the County determines that such examination is necessary to comply with the Contractor's legal obligations pursuant to HIPAA relating to certification of its security practices, County, or its authorized agents or contractors may, at the County's expense, examine Contractor's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to County the extent to which Contractor's security safeguards comply with HIPAA Regulations, the HITECH Act, or this Agreement.

XII. BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

1. In the case of a breach of unsecured Protected Health Information, Contractor shall comply with the applicable provisions of 42 U.S.C. § 17932 and 45 C.F.R. part 164, subpart D, including but not limited to 45 C.F.R. § 164.410.

2. Contractor agrees to notify County of any access, use or disclosure of Protected Health Information not permitted or provided for by this Agreement of which it becomes aware, including any breach as required in 45 C.F.R. § 164.410. or security incident immediately upon discovery by telephone at 707-784-2962 and Riskdepartment@solanocounty.com or 707-784-3199 and will include, to the extent possible, the identification of each Individual whose unsecured Protected Health Information has been, or is reasonably believed by the Contractor to have been accessed, acquired, used, or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of the occurrence, and a description of any remedial action taken or proposed to be taken by Contractor. Contractor will also provide to County any other available information that the Covered entity requests.
3. A breach or unauthorized access, use or disclosure shall be treated as discovered by the Contractor on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Contractor or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Contractor.
4. Contractor shall mitigate, to the extent practicable, any harmful effect that results from a breach, security incident, or unauthorized access, use or disclosure of unsecured Protected Health Information by Contractor or its employees, officers, subcontractors, agents or representatives.
5. Following a breach, security incident, or any unauthorized access, use or disclosure of unsecured Protected Health Information, Contractor agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make all documentation available to the County.
6. Except as provided by law, Contractor agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the County's prior written consent. County hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice. When applicable law requires the breach to be reported to a federal or state agency or that notice be given to media outlets, Contractor shall cooperate with and coordinate with County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.
7. Contractor acknowledges that it is required to comply with the referenced rules and regulations and that Contractor (including its subcontractors) may be held liable and subject to penalties for failure to comply.
8. In meeting its obligations under this Agreement, it is understood that Contractor is not acting as the County's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Contractor is at all times acting an independent contractor in providing services pursuant to this Agreement and Exhibit A, Scope of Work.

XIII. TERMINATION OF AGREEMENT

1. Upon termination of this Agreement for any reason, Contractor shall return or destroy, at County's sole discretion, all other Protected Health Information received from the County, or created or received by Contractor on behalf of the County.
2. Contractor will retain no copies of Protected Health Information P in possession of subcontractors or agents of Contractor.
3. Contractor shall provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the Protected Health Information is not feasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further use and disclosures of such Protected Health Information for so long as the Contractor or any of its agents or subcontractor maintains such information.
4. Contractor agrees to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of Protected Health Information.
5. Contractor agrees to retain records, minus any Protected Health Information required to be returned by the above section, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

CERTIFICATION

I, the official named below, certify that I am duly authorized legally to bind the Contractor or grant recipient to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of the State of California.

Contractor or Grant Recipient Signature Date

Official's Name (type or print)

Title

Federal Tax ID Number

Submitters of Record
Request For Qualifications #906-0201-19, 3/5/2019
Architectural and Engineering Professional Services

Name of Firm	Location
ALISTO Engineering Group, Inc.	Walnut Creek
AluCeron Consulting Group Inc	Vallejo
Blue Line Logic , LLC	Denver
Brick Architecture & Interiors, Inc.	Emeryville
Cannon Parkin Inc., d/b/a CannonDesign	Los Angeles (San Francisco)
CSW/Stuber-Stroeh Engineering Group, Inc.	Novato
Dewberry Architects, Inc.	Sacramento
Dreyfuss + Blackford Architecture	Sacramento
Geocon Consultants, Inc.	Fairfield
Gilbane Building Company	San Jose
Indigo Architects	Davis
Interactive Resources	Richmond
Jeff Katz Architecture	Sonoma
LCA Architects, Inc.	Walnut Creek
M. Arthur Gensler, Jr. & Associates, Inc.	San Francisco
NORR Associates, Inc.	Sacramento
Salas O'Brien Holdings, Inc.	Oakland
Stanton Engineering	Sacramento
Vanir Construction Management, Inc.	Sacramento
WLC Architects, Inc.	Folsom



Solano County

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

Agenda Submittal

Agenda #:	9	Status:	Consent Calendar
Type:	Contract	Department:	General Services
File #:	19-560	Contact:	Mark Hummel, 784-7908
Agenda date:	07/23/2019	Final Action:	
Title:	Approve an agreement for \$230,000 with JPB Designs, Inc. of Orangevale for the 275 Beck Exterior Recoating Project at 275 Beck Avenue, in Fairfield; and Authorize the County Administrator or designee to execute the agreement and any amendments within the approved project budget		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contract, B - Budget Summary, C - Bidders of Record		

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

DEPARTMENTAL RECOMMENDATION:

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

1. Approve an agreement for \$230,000 with JPB Designs, Inc. of Orangevale for the 275 Beck Exterior Recoating Project at 275 Beck Avenue, in Fairfield; and
2. Authorize the County Administrator or designee to execute the agreement and any amendments within the approved budget.

SUMMARY:

The Department of General Services is recommending the Board approve an agreement (Attachment A) for \$230,000 with JPB Designs, Inc. as the lowest responsible bidder for the 275 Beck Exterior Recoating Project located at 275 Beck Avenue, in Fairfield.

FINANCIAL IMPACT:

The total approved budget for the Project is \$432,300. The total project construction cost is estimated to be \$385,257 which includes the recommended construction contract for \$230,000; project management costs for \$86,509; engineering and design fees for \$63,063; and permits and inspections for \$3,185. The project is financed from Capital Renewal Fund FY2015/16 and Accumulated Capital Outlay Contingency Fund FY2016/17 in Budget Unit 1732. Attachment B provides breakdown of the estimated project cost and funding sources for the Project.

The costs associated with preparing the agenda item are nominal and absorbed by the department's

FY2019/20 Adopted Budget.

DISCUSSION:

The Project consists of exterior recoating and sealing of the building: Exterior renovation and improvement, including limited texture removal & replacement, painting, caulking, Exterior Finish and Insulation System (EFIS) removal and metal coping cap replacement.

The Project was advertised as required by Public Contract Code. A total of four bids were received (Attachment C) with JPB Designs, Inc. as the lowest responsible bidder. The Department of General Services is recommending the Board approve a contract for \$230,000 with JPB Designs, Inc. of Orangevale to construct the Project.

ALTERNATIVES:

The Board could reject, postpone, or re-bid the project. These actions are not recommended because the work covers leak repairs in the building envelope, there could be material cost escalations and anticipated weather impacts which could delay the project until the Spring of 2020. In addition, the bid process was conducted in conformance with the Public Contract Code.

OTHER AGENCY INVOLVEMENT:

General Services Capital Projects Management Division coordinated with Health & Social Services for the paint scheme. General Services Department's Facilities Operation Division was consulted during preparation of the plans and technical specifications for the project. The City of Fairfield Planning Division also reviewed and approved the drawings for adherence to local Covenant, Codes & Restrictions. County Counsel reviewed and approved the contract as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

AGREEMENT

This Agreement is made as of the 23rd day of July, 2019 between the COUNTY OF SOLANO, a political subdivision of the State of California, (referred to as 'Owner') and **JPB DESIGNS, INC.** (referred to as "Contractor") for the following Project:

The Project: **275 BECK EXTERIOR RECOATING PROJECT (a.k.a. BU 1732 275 Beck Exterior Recoating)**
275 Beck Avenue, Fairfield, CA

Architect/Engineer: Allana Buick & Bers
990 Commercial Street
Palo Alto, CA 94303

The Owner and the Contractor agree as set forth below.

ARTICLE 1 **THE CONTRACT DOCUMENTS**

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

ARTICLE 2 **THE WORK**

The Contractor shall perform all the Work required by the Contract Documents for **275 BECK EXTERIOR RECOATING PROJECT**, 275 Beck Avenue, Fairfield, CA.

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

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

The Contractor agrees that the Work will be substantially completed in **60** calendar days from the Notice to Proceed. The Contractor agrees that the County will suffer economic damages,

which may be difficult to quantify, in the event that the Work is not completed within this time period and therefore, Contractor agrees to pay the County liquidated damages in the amount outlined in Document 00 73 00/ Supplementary Conditions, Article 1.4, Liquidated Damages for each and every calendar day of delay beyond the 60 calendar days provided above.

ARTICLE 4 **CONTRACT SUM**

The County shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order or as otherwise provided in the Contract Documents, the Sum of \$230,000.00; which consists of the Lump Sum Base Bid of \$230,000.00.

ARTICLE 5 **PROGRESS PAYMENTS**

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

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

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

ARTICLE 6 **FINAL PAYMENT**

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

ARTICLE 7
MISCELLANEOUS PROVISIONS

- 7.1 **Terms.** Terms used in this Agreement, which are defined in the Document 00 72 00/ General Conditions of the Contract for Construction, shall have the meanings designated in those Conditions.
- 7.2 **Notices.** Notices shall be addressed as follow:
- | | |
|---|---------------------------|
| OWNER: | CONTRACTOR: |
| COUNTY OF SOLANO | JPB DESIGNS, INC. |
| Birgitta E. Corsello, County Administrator | Artyom Ponomarenko |
| 675 Texas Street, Suite 2500 | 6021 Keats Circle |
| Fairfield, CA 94533 | Orangevale, CA 95662 |
- 7.3 **Prevailing Wages.** The Contractor agrees that State Prevailing Wages apply to this Project and that the Contractor will pay the rates for each trade or craft and shall require the subcontractors on the project to pay the rates for each trade and craft. The Payroll Submittal Information attached as Section 00 45 46 - Payroll Information is incorporated as if set forth in full and is a part of this Contract. The Contractor agrees to repay the County any and all amounts paid to any subcontractor in violation of Public Contract Code Section 6109.
- 7.4 **Execution of Contract in Counterparts.** This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

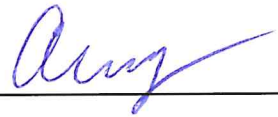
ARTICLE 8
EXECUTION OF AGREEMENT

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

COUNTY:

CONTRACTOR:

By: _____
Birgitta E. Corsello, County Administrator
Solano County

By: 
Artyom, Ponomarenko
JPB Designs, Inc.

Date: _____

Date: 6/11/19

APPROVED AS TO FORM:

County Counsel of Solano County, California

By: 

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

Health & Social Services Roof Recoating Project (1732)
275 Beck Avenue, Fairfield CA

Project Funding Source

Capital Renewal FY 15/16	\$	392,300
Accumulated Capital Outlay Contingency Fund FY 16/17	\$	40,000
Total Project Funding		\$ 432,300

Project Budget

Construction Cost	\$	230,000
Project Management	\$	86,509
Engineering and Design Fees	\$	63,063
Permits / Inspections	\$	3,185
Miscellaneous Expense (Advertising, Prints, Mailing, etc)	\$	2,500
Contingencies	\$	47,043
Project Budget		\$ 432,300

Bid Results
Health Social Services Roof Recoating Project (1732)
275 Beck Avenue, Fairfield

Name of Firm	Location	Bid
JPB Designs, Inc.	Orangevale, CA	\$ 230,000
Affordable Painting Services, Inc.	Sacramento, CA	\$ 246,380
Alpha Restoration & Waterproofing	South San Francisco, CA	\$ 368,005
Urban Waterproofing, Inc.	San Rafael, CA	\$ 450,000



Solano County

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

Agenda Submittal

Agenda #:	10	Status:	Consent Calendar
Type:	Resolution	Department:	Human Resources
File #:	19-561	Contact:	Marc Fox, 784-2552
Agenda date:	07/23/2019	Final Action:	
Title:	Adopt a resolution amending the List of Numbers and Classifications of Positions to reclassify 20 positions as a result of a countywide information technology classification study		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Director of Human Resources recommends adopting a resolution to amend the List of Numbers and Classifications of Positions to reclassify 20 positions as a result of a countywide information technology classification study.

SUMMARY:

The Human Resources Department undertook a countywide information technology classifications study to review the structure of the County's classifications and verify whether our salaries are competitive with our defined market. The Civil Service Commission adopted the revised classification specifications on December 13, 2017. The Board of Supervisors adopted the revised salary schedule and allocated positions to be revised classification on December 12, 2017. All information technology positions were allocated based on current incumbents existing classification level. Information technology positions may flexibly promote within the classification series based on demonstrated skills and abilities. The recommended action allocates positions to the available flexibly promoted classification thereby correcting the oversight allocating positions based on the incumbent employees' current class.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget. There is no additional financial impact as positions are budgeted based on the employee's actual assigned classification.

DISCUSSION:

On December 12, 2017, the Board of Supervisors adopted Resolution No.2017-260, a resolution amending

the Alphabetical Listing of Classes and Salaries related to a countywide classification study of information technology classifications. The study identified that Information Technology Analyst Series I - IV, Information Specialist I - II and Business Systems Analyst - Business Systems (Senior) are classifications that are flexibly staffed, allowing for employees to progress through the series based on role/assignment and the employees demonstrated skills and abilities, subject to the recommendation of the department head.

The County has a number of flexibly staffed classifications. As examples, (not an exhaustive list):

- Building Permits Technician is flexibly staffed from entry to journey level
- Child Support Attorney I is flexibly staffed up to Child Support Attorney IV
- Correctional Officer is flexibly staffed from entry to journey level
- Deputy District Attorney I is flexibly staffed up to Deputy District Attorney IV
- Deputy Probation Officer is flexibly staffed from entry to journey level
- Deputy Public Defender I is flexibly staffed up to Deputy Public Defender IV
- Eligibility Benefits Specialist I (entry) is flexibly staffed from entry to journey level Eligibility Benefits Specialist II
- Employment Resources Specialist I (entry) is flexibly staffed from entry to journey level Employment Resources Specialist II
- Equipment Mechanic Assistant is flexibly staffed to Equipment Mechanic
- Human Resources Analyst is flexibly staffed from entry up to senior level
- Librarian Entry is flexibly staffed from entry to journey level
- Welfare Fraud Investigator I is flexibly staffed to Welfare Fraud Investigator I

Adoption of the proposed resolution means that as an Information Technology Analyst, Information Technology Specialist or Business Systems Analyst progresses in his/her role/assignment and demonstrates additional skills and abilities, the department director is able to promote the individual, thereby acknowledging the individual's additional work assignments and proficiency to perform the work. Absent the proposed resolution, the department director, in conjunction with the Human Resources Department, will be required to conduct a comprehensive classification study and present for Board of Supervisors approval the reclassification of the incumbent employee. The proposed resolution provides the same structure of promotion within a classification series as is provided to other County employees.

ALTERNATIVES:

The Board of Supervisors could opt to not adopt the proposed resolution; however, this approach is not recommended as not changing the allocation to the higher classification would result in flexibly staffing to not be achieved.

OTHER AGENCY INVOLVEMENT:

The Human Resources Department worked cooperatively with the Departments of Information Technology and Library Services throughout all phases of the classification study. The Human Resources Department met and conferred with the impacted bargaining units for implementation of the classification study.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2019 - _____

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

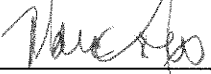
BE IT RESOLVED AND ORDERED, that the Solano County Board of Supervisors authorizes the Director of Human Resources to make any technical changes, if needed, with County Administrator's concurrence;

BE IT FURTHER RESOLVED AND ORDERED, that the Solano County Board of Supervisors does hereby amend, modify and/or alter its Allocation List of Positions of Solano County as set forth below:

Department	Budget Unit	Class No.	Position Control No.	Class Title	Effective Date	LT Ext.	Allocation			
							Current	Filled	Proposed	Change
DoIT - Law & Justice Support	1873	363020	16526	Info Technology Analyst II - reclassify			3.00	3.00	2.00	(1.00)
DoIT - Law & Justice Support	1873	364060	16526	Info Technology Analyst IV - reclassify			16.00	15.00	17.00	1.00
DoIT - Law & Justice Support	1873	363020	16556	Info Technology Analyst II - reclassify			2.00	3.00	1.00	(1.00)
DoIT - Law & Justice Support	1873	364060	16556	Info Technology Analyst IV - reclassify			17.00	15.00	18.00	1.00
DoIT - HSS IT Support	1874	364050	13910	Info Technology Analyst III - reclassify			15.00	14.00	14.00	(1.00)
DoIT - HSS IT Support	1874	364060	13910	Info Technology Analyst IV - reclassify			18.00	15.00	19.00	1.00
DoIT - HSS IT Support	1874	364050	14187	Info Technology Analyst III - reclassify			14.00	14.00	13.00	(1.00)
DoIT - HSS IT Support	1874	364060	14187	Info Technology Analyst IV- reclassify			19.00	15.00	20.00	1.00
DoIT - HSS IT Support	1874	364050	13412	Info Technology Analyst III - reclassify			13.00	14.00	12.00	(1.00)
DoIT - HSS IT Support	1874	364060	13412	Info Technology Analyst IV- reclassify			20.00	15.00	21.00	1.00
DoIT - HSS IT Support	1874	364050	14445	Info Technology Analyst III - reclassify			12.00	14.00	11.00	(1.00)
DoIT - HSS IT Support	1874	364060	14445	Info Technology Analyst IV- reclassify			21.00	15.00	22.00	1.00
DoIT - HSS IT Support	1874	364050	14443	Info Technology Analyst III - reclassify			11.00	14.00	10.00	(1.00)
DoIT - HSS IT Support	1874	364060	14443	Info Technology Analyst IV- reclassify			22.00	15.00	23.00	1.00
DoIT - HSS IT Support	1874	364050	15947	Info Technology Analyst III - reclassify			10.00	14.00	9.00	(1.00)
DoIT - HSS IT Support	1874	364060	15947	Info Technology Analyst IV- reclassify			23.00	15.00	24.00	1.00
DoIT - HSS IT Support	1874	364050	16340	Info Technology Analyst III - reclassify			9.00	14.00	8.00	(1.00)
DoIT - HSS IT Support	1874	364060	16340	Info Technology Analyst IV- reclassify			24.00	15.00	25.00	1.00
DoIT - HSS IT Support	1874	364050	15226	Info Technology Analyst III - reclassify			8.00	14.00	7.00	(1.00)
DoIT - HSS IT Support	1874	364060	15226	Info Technology Analyst IV- reclassify			25.00	15.00	26.00	1.00
DoIT - HSS IT Support	1874	364030	16391	Business Systems Analyst - reclassify			2.00	2.00	1.00	(1.00)
DoIT - HSS IT Support	1874	364040	16391	Business Systems Analyst (Sr) - reclassify			1.00	1.00	2.00	1.00
DoIT - Info Tech Support	1877	364030	15222	Business Systems Analyst - reclassify			1.00	2.00	0.00	(1.00)
DoIT - Info Tech Support	1877	364040	15222	Business Systems Analyst (Sr)- reclassify			2.00	1.00	3.00	1.00
DoIT - SCIPS	1879	364050	16003	Info Technology Analyst III - reclassify			7.00	14.00	6.00	(1.00)
DoIT - SCIPS	1879	364060	16003	Info Technology Analyst IV- reclassify			26.00	15.00	27.00	1.00
DoIT - SCIPS	1879	364050	12683	Info Technology Analyst III - reclassify			6.00	14.00	5.00	(1.00)
DoIT - SCIPS	1879	364060	12683	Info Technology Analyst IV- reclassify			27.00	15.00	28.00	1.00
DoIT - SCIPS	1879	364050	12275	Info Technology Analyst III - reclassify			5.00	14.00	4.00	(1.00)
DoIT - SCIPS	1879	364060	12275	Info Technology Analyst IV- reclassify			28.00	15.00	29.00	1.00
DoIT - SCIPS	1879	364050	10071	Info Technology Analyst III - reclassify			4.00	14.00	3.00	(1.00)
DoIT - SCIPS	1879	364060	10071	Info Technology Analyst IV- reclassify			29.00	15.00	30.00	1.00
DoIT - SCIPS	1879	364050	10109	Info Technology Analyst III - reclassify			3.00	14.00	2.00	(1.00)
DoIT - SCIPS	1879	364060	10109	Info Technology Analyst IV- reclassify			30.00	15.00	31.00	1.00
DoIT - WEB	1880	364050	15184	Info Technology Analyst III - reclassify			2.00	14.00	1.00	(1.00)
DoIT - WEB	1880	364060	15184	Info Technology Analyst IV- reclassify			31.00	15.00	32.00	1.00

Department	Budget Unit	Class No.	Position Control No.	Class Title	Effective Date	LT Ext.	Allocation			
							Current	Filled	Proposed	Change
DoIT - WEB	1880	364050	15188	Info Technology Analyst III - reclassify			1.00	14.00	0.00	(1.00)
DoIT - WEB	1880	364060	15188	Info Technology Analyst IV- reclassify			32.00	15.00	33.00	1.00
DoIT - WEB	1880	363020	15187	Info Technology Analyst II - reclassify			1.00	3.00	0.00	(1.00)
DoIT - WEB	1880	364060	15187	Info Technology Analyst IV- reclassify			33.00	15.00	34.00	1.00
Department of Information Technology						Subtotal	0.00			
GRAND TOTAL										0.00

The current allocation and proposed changes described above is approved by the Director of Human Resources. It is subject to adoption by the Board of Supervisors and classification by the Civil Service Commission.


 Director of Human Resources

7/10/19
 Date

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on _____, 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



Solano County

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

Agenda Submittal

Agenda #:	11	Status:	Consent Calendar
Type:	Resolution	Department:	Information Technology - Registrar of Voters
File #:	19-550	Contact:	John Gardner, 784-3366
Agenda date:	07/23/2019	Final Action:	
Title:	Adopt a resolution amending the List of Numbers and Classifications of Positions to delete a 1.0 Full-Time Equivalent (FTE) Accounting Technician and add 1.0 FTE Office Coordinator in the Registrar of Voters' Office		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Registrar of Voters (ROV) recommends the Board adopt a resolution amending the List of Numbers and Classifications of Positions to delete a limited term 1.0 Full - Time Equivalent (FTE) Accounting Technician and add a limited term 1.0 FTE Office Coordinator in the ROV.

SUMMARY/DISCUSSION:

The ROV has utilized an Accounting Technician for the past 20 years to help with accounting needs of the ROV operation. ROV needs and operations have changed significantly over those 20 years. Operationally, the ROV has a need for additional office administration duties that do not fit into any current position in the office. Specifically, the ROV has experienced an increase in on-boarding of extra-help, implementing electronic filing systems, implementing new procedures to improve efficiencies in operations, and dealing with election logistics support with multiple contractors.

The Office Coordinator will absorb the duties of the current Accounting Technician. This will create a position that can provide administrative support and financial support to the department. The duties of the Office Coordinator class include all the accounting technician duties plus the administrative tasks.

Due to the increasing number of additional administrative responsibilities associated with this position, it has been determined that the position needs additional office administrative skills not available within the Accounting Technician position. This position is currently vacant.

After the FY19/20 budget adoption process, the ROV experienced turnover in several positions within the department. As part of the discussion during recruitment to fill the position, the department analyzed each position to understand what tasks were critical in preparation for the 2020 election cycle. Through this analysis the ROV determined this position could not wait until mid-year review of the FY19/20 budget process.

FINANCIAL IMPACT:

The recommendation will increase position costs by approximately \$2,692 annually. All costs associated with this position change can be absorbed by the ROV's FY2019/20 Adopted Budget.

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

ALTERNATIVES:

The Board could choose not to approve the position change request. This is not recommended as it will prevent the ROV from hiring staff with the skills needed based on the current operations of the department.

OTHER AGENCY INVOLVEMENT:

The Department of Human Resources and the County Administrator's Office have reviewed this proposal and recommend the position change.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2019 - _____

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

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

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

Department	Budget Unit	Class No.	Position Control No.	Class Title	Effective Date	Departmental Total Positions			
						Allocated	Filled	Proposed	Change
DoIT – Registrar of Voters	1551	404030	10162	Accounting Technician	7/28/19	2.0	1.0	1.0	(1.0)
DoIT – Registrar of Voters	1551	784280	10162	Office Coordinator	7/28/19	0.0	0.0	1.0	1.0

Director of Human Resources

Date

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on July 23, 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



Solano County

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

Agenda Submittal

Agenda #: 12
Type: Resolution
File #: 19-553
Agenda date: 07/23/2019
Status: Consent Calendar
Department: Ag Commissioner/Sealer of Weights and Measures
Contact: Jose Arriaga, 784-3448
Final Action:
Title: Adopt a resolution authorizing the Agricultural Commissioners/Sealer of Weights and Measures to execute 9 revenue agreements for a net total of \$973,863 with the California Department of Food and Agriculture; and Authorize the Agricultural Commissioner/Sealer of Weights and Measures to execute revenue contract amendments up to 15% over the approved contract amounts
Governing body: Board of Supervisors
District: All
Attachments: A - Resolution

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

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors:

- 1) Adopt a resolution authorizing Ed King, Solano County Agricultural Commissioner/Sealer of Weights and Measures, to sign 9 various revenue agreements for a net total of \$973,863 with the California Department of Food and Agriculture (CDFA); and
- 2) Authorize the Solano County Agricultural Commissioner/Sealer of Weights and Measures to execute any revenue contract amendments, up to 15% over the approved amount, to these agreements on behalf of Solano County.

SUMMARY:

Agreements and contracts with the California Department of Food and Agriculture (CDFA) entered into by the Solano County Agricultural Commissioner/Sealer of Weights and Measures must be signed by the Chair of the Board of Supervisors or an authorized designee. The Board has historically given the Agricultural Commissioner/Sealer of Weights and Measures authorization to execute these contracts, agreements and associated amendments on behalf of Solano County through approval of a resolution.

FINANCIAL IMPACT:

This action will result in anticipated State reimbursement to the Department of up to \$973,863 in FY2019/20. The Agriculture Department is currently performing these functions with receipt of agreements or under intent to contract. Anticipated revenues are included in the Department's FY2019/20 Adopted Budget.

DISCUSSION:

The Agricultural Commissioner/Sealer of Weights and Measures receives funding through State agencies, fees and other contractual agreements to offset County costs. A major source of funding for agricultural and weights and measures programs are the State of California agreements. To obtain the revenue, Solano County enters into agreements with CDFA. These agreements are initially prepared by the State agency and then sent to the County for approval.

Funding for these agreements is also augmented in some program areas by the United States Department of Agriculture (USDA) as pass through funding.

Listed below are the revenue agreements and anticipated annual funding:

- 1) **Pest Exclusion: High-Risk Inspections:** FY2019/20 includes \$138,673 for inspection of high-risk shipments, such as fruit or foliage, at ground and air freight facilities in order to prevent introduction of pests of concern to California.
- 2) **Nursery Inspection Program:** FY2019/20 includes \$21,366 for annual nursery stock inspection and compliance assessment at producer/wholesale nursery locations within the county.
- 3) **Light Brown Apple Moth Detection and Trapping Agreement:** FY2019/20 includes \$8,400 for placement and servicing of insect detection traps for Light Brown Apple Moth, a pest of agricultural commodities.
- 4) **Pest Detection Agreement:** FY2019/20 includes an anticipated contractual amount of \$167,555 for insect trapping and continued implementation of the web based CalTrap program. CalTrap is a new statewide program being utilized to track the deployment, servicing and locations of insect traps used to detect insect pests of economic concern before they become established in California. Target pests include: Mediterranean Fruit Fly, Japanese Beetle, Gypsy Moth, and others. Insect traps are placed throughout Solano County from May to October to detect these pests. Revenue from this contract will support the deployment of the traps, database updates to facilitate the online system, purchase of electronic tablets for staff to use in the field, regular inspections by agricultural staff, and submission of samples to CDFA.
- 5) **Sudden Oak Death Program:** FY2019/20 includes \$144,290 for inspection, testing, and certification of nursery stock to prevent movement of *Phytophthora ramorum*, the causal agent of Sudden Oak Death, to non-infested areas of California.
- 6) **Asian Citrus Psyllid:** FY2019/20 includes \$31,080 for placement of pest detection traps for Asian Citrus Psyllid, the insect vector of Huanglongbing disease, also known as citrus greening. The disease impairs the movement of nutrients in the plant resulting initially in uneven fruit ripening and eventually death of the tree.
- 7) **Pierce's Disease Control Program:** This is a two-year agreement, includes FY2019/20 and FY2020/21, totaling \$319,221 for the Glassy-wing Sharpshooter (GWSS) program. GWSS is a leafhopper that vectors Pierce's Disease to grapevines. The disease pathogen is a bacterium, *Xylella fastidiosa*, which clogs the xylem or sap movement in the plant, leading to decline and death of the host plant. A statewide management program has been established to prevent spread of the insect vector GWSS, and is supported by the grape industry through a self-assessment program. Funds from this assessment are provided to the County through a CDFA contract.

- 8) **European Grapevine Moth Detection Agreement:** This is a two-year contract, includes FY2019/20 and FY2020/21, totaling \$97,278 for European Grapevine Moth (EGVM) insect trapping. Detection trapping in previously infested areas to monitor for pest reintroduction.
- 9) **BeeSafe:** FY2019/20 includes \$46,000 for supporting pollinator bee protection efforts which include beehive registration and identification, as well as location information, all of which are necessary to help in evaluation of sensitive sites relating to pesticide applications and for tracking to assist with hive theft prevention. The department will implement an outreach campaign to inform beekeepers and the agricultural industry of updated regulatory requirements. Additionally, the department will implement BeeWhere, an application launched by the California Department of Food and Agriculture to support registrations, hive identification, and track hive movement.

As agreements are 1) received from CDFA, and 2) executed; agreements will then be placed on file with the Clerk of the Board.

ALTERNATIVES:

The Board could choose not to approve one or more of the revenue agreements and/or direct staff to consider other options and return with new recommendations. However, this is not recommended as this would result in a potential loss of up to \$973,863 in revenues that offset County costs.

OTHER AGENCY INVOLVEMENT:

County Counsel reviews and approves the agreements as to form. The County Administrator's Office has reviewed this proposal and concurs with the recommendation. The California Department of Food and Agriculture support this procedure for obtaining County approval for contracts and agreements.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2019 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
AUTHORIZING ED KING, SOLANO COUNTY
AGRICULTURAL COMMISSIONER/SEALER OF WEIGHTS & MEASURES, TO EXECUTE
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE AGREEMENTS FOR
FISCAL YEAR 2019/20 AND FISCAL YEAR 2020/21**

Whereas, it is a general requirement that certain contracts or agreements entered into by the Solano County Agricultural Commissioner's Office be signed by the Chair or an authorized designee of the Board of Supervisors.

Resolved, the Solano County Board of Supervisors authorizes Ed King, Solano County Agricultural Commissioner/Sealer of Weights & Measures, to execute the agreements listed below and any amendments to these agreements during Fiscal Year 2019/20 and Fiscal Year 2020/21 on behalf of Solano County. A copy of the executed agreements shall be filed with the Clerk of the Solano County Board of Supervisors.

Agreement	Organization/Agency	Amount
Pest Exclusion: High-Risk Inspections FY2019-20	CA Dept of Food & Ag (CDFA)	\$ 138,673
Nursery Inspection and Enforcement FY2019-20	CA Dept of Food & Ag (CDFA)	\$ 21,366
Light Brown Apple Moth Detection FY2019-20	CA Dept of Food & Ag (CDFA)	\$ 8,400
Pest Detection Agreement FY2019-20	CA Dept of Food & Ag (CDFA)	\$ 167,555
Sudden Oak Death Contract FY2019-20	CA Dept of Food & Ag (CDFA)	\$ 144,290
Asian Citrus Psyllid FY2019-20	CA Dept of Food & Ag (CDFA)	\$ 31,080
Pierces Disease FY2019-20 and FY2020-21	CA Dept of Food & Ag (CDFA)	\$ 319,221
European Grapevine Moth FY2019-20 and FY2020-21	CA Dept of Food & Ag (CDFA)	\$ 97,278
BeeSafe FY2019-20	CA Dept of Food & Ag (CDFA)	\$ 46,000

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on July 23, 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



Solano County

675 Texas Street
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Agenda Submittal

Agenda #:	13	Status:	Consent Calendar
Type:	Miscellaneous	Department:	Health and Social Services
File #:	19-540	Contact:	Gerald Huber, 784-8400
Agenda date:	07/23/2019	Final Action:	
Title:	Approve a plaque of appreciation honoring Kathy Mahal, Public Health Nurse, upon her retirement from the Department of Health and Social Services, Public Health Division, Older & Disabled Adult Services Bureau, with over 18 years of dedicated service to Solano County		
Governing body:	Board of Supervisors		
District:	All		
Attachments:			

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services (H&SS) recommends that the Board approve a plaque of appreciation honoring Kathy Mahal, Public Health Nurse upon her retirement from the Department of Health and Social Services, Public Health Division, Older & Disabled Adult Services Bureau with over 18 years of dedicated service to Solano County.

SUMMARY/DISCUSSION

Kathy Mahal began her career on May 29, 2001 with the Solano County Department of Health and Social Services as a Public Health Nurse working in Child Welfare Services. On April 10, 2007, Ms. Mahal transferred to the Older & Disabled Adults Services Bureau. As a Public Health Nurse, Ms. Mahal worked with individuals and families throughout the county educating clients on health principles and disease case management. Ms. Mahal made home visits, participated in specialty clinics and provided health education information. Ms. Mahal was always passionate about the children, families, disabled adults and seniors she served and advocated for her clients.

Ms. Mahal served Solano County with clinical expertise, thorough assessments and documentation to support client service needs. Ms. Mahal trained new Public Health Nurses, instilling in them the pride of being a Public Health Nurse and the importance of promoting health and preventing disease in our communities. Ms. Mahal is being recognized for her sincere dedication and commitment to the people of Solano County; she has displayed a commitment to the Department of Health and Social Services, Child Welfare Services, Older & Disabled Adult Services and the Public Health Nurse profession. She was always kind, professional, compassionate, and responsible.

FINANCING:

The cost associated with preparing the agenda item is nominal and absorbed by the Department's FY2019/20 Adopted Budget. The costs associated with preparation and purchase of the plaque are included in the Board's FY2018/19 Adopted Budget.

ALTERNATIVES:

The Board may choose not to approve the plaque of appreciation. This is not recommended as it is an opportunity to acknowledge Ms. Mahal for her dedication and service to Solano County.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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

Agenda Submittal

Agenda #:	14	Status:	Consent Calendar
Type:	Contract plus Resolution	Department:	Health and Social Services
File #:	19-541	Contact:	Gerald Huber, 784-8400
Agenda date:	07/23/2019	Final Action:	
Title:	Adopt a resolution to approve a revenue contract with the California Department of Aging for \$42,123 to provide outreach regarding the CalFresh expansion to older and disabled adults for the period of July 1, 2019 through June 30, 2020; Authorize the County Administrator to execute the contract and any subsequent amendments within 20% of the contract amount; and Approve an Appropriations Transfer Request (ATR) in the amount of \$42,123 (4/5 vote required)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contract, B - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services recommends the Board adopt a resolution to approve revenue contract number CF-1920-28 with the California Department of Aging (CDA) for \$42,123 to provide outreach regarding the CalFresh expansion to older and disabled adults for the period of July 1, 2019 through June 30, 2020, authorize the County Administrator to execute the contract and any subsequent amendments; and approve an Appropriations Transfer Request (ATR) in the amount of \$42,123 (4/5 vote required).

SUMMARY:

The Napa/Solano Area Agency on Aging (N/S AAA) is responsible for the distribution of funds received from the California Department of Aging for Planning Service Area 28 Older Americans Act services. The Board is being asked to approve revenue contract number CF-1920-28 from the California Department of Aging for CalFresh Expansion and adopt a resolution of acceptance which includes the contract number as required by the State of California, CDA, Local Assistance Contract Checklist (CDA 9007 (Rev 04/2018) Section A.

The funding is to provide outreach regarding the reversing of the Supplemental Security Income/State Supplementary Payment (SSI/SSP) Cash-Out and CalFresh application assistance to SSI/SSP recipients, age 60 and older, and disabled adults in California for the period July 1, 2019 to June 30, 2020.

FINANCIAL IMPACT:

The costs associated with preparing this Agenda Item are nominal and are included in the Department's

FY2019/20 Adopted Budget.

DISCUSSION:

On June 27, 2019, the Napa/Solano Area Agency on Aging received notification that the FY2019/20 CalFresh Expansion contract was available. Assembly Bill 1811, the FY2018/19 Human Services Omnibus Trailer Bill, reversed the CalFresh eligibility policy known as “cash-out” under which SSI/SSP recipients were ineligible for CalFresh. Beginning Summer 2019, individuals receiving or authorized to receive SSI/SSP are eligible for CalFresh, provided all other eligibility criteria are met. To account for the increased questions and applications, the California Department of Aging provided the CalFresh Expansion contract to local area agencies on aging to provide outreach to older and disabled adults who may be eligible for these services.

ALTERNATIVES:

The Board may choose not to approve the revenue contract; however, the CDA funds are available to the N/S AAA to assist older and disabled adults in accessing CalFresh which, in turn, provides monthly food benefits.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

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

CONTRACTING AGENCY NAME
California Department of Aging
CONTRACTOR NAME
County of Solano

2. The term of this Agreement is:

START DATE
July 1, 2019
THROUGH END DATE
June 30, 2020

3. The maximum amount of this Agreement is:

\$ 42,123 - Forty-two thousand one hundred twenty-three and 00/100 dollars

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	8
Exhibit B	Budget Detail, Payment Provisions, and Closeout	10
Exhibit C*	General Terms and Conditions	GTC 04/2017
Exhibit D	Special Terms and Conditions	33
Exhibit E	Additional Provisions	4

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

County of Solano

CONTRACTOR BUSINESS ADDRESS

275 Beck Avenue, MS 5-200

CITY

Fairfield

STATE

CA

ZIP

94533-

PRINTED NAME OF PERSON SIGNING

Birgitta E. Corsello, County Administrator

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

1300 National Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95834-1992

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Manager, Contracts & Business Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE

SCM Vol. 1, 4.04 A.4

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. The Contractor agrees to provide to the California Department of Aging (CDA) the services described herein Agreement number **CF-1920-28**.
2. The services shall be performed in Planning and Service Area(s): 28
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: County of Solano
Name: Fiscal, Data & Planning Manager	Name: Joyce Goodwin, Director
Phone (916) 419-7556	Phone: (707) 784-8203
Fax: (916) 928-2510	Fax: (707) 784-8203

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: County of Solano
Section/Unit: Business Services and Contracts	Section/Unit: Area Agency on Aging Contracts Coordinator
Attention: Grace Parker	Attention: Christine Westdyk
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: 275 Beck Avenue, Ms 5-200, Fairfield, CA, 94533-
Phone: (916) 419-7157	Phone: (707) 784-8407
Fax: (916) 928-2500	Fax: (707) 784-8407
Email: grace.parker@aging.ca.gov	Email: cwestdyk@solanocounty.com

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this agreement.

ARTICLE I. PROGRAMS DEFINITIONS

- A. “Activity” means actual work performed by program personnel to implement objectives.
- B. “Advantaged SSI Recipient” means an older adult living in a household where other members are already receiving CalFresh and the household will experience an increase in CalFresh benefits based on household income level.
- C. “Applicant” means persons/household who have applied for CalFresh benefits.
- D. “Application Assistance” means the provision of help to clients in completing the CalFresh application and gathering verification documents. It may include delivery of signed applications to the local office. Application assistance provides support to the client during the application phase, which can lead to a more complete application, fewer trips to the local office, and easier processing for the eligibility worker.
- E. “CalFresh” means a federal food assistance program, funded by the US Department of Agriculture and known as the Supplemental Nutrition Assistance Program (SNAP). CalFresh is an entitlement that provides low-income families with electronic benefits that can be used to purchase food at participating markets and food stores.
- F. “CalFresh Applications Approved”: CalFresh applications that have been submitted on behalf of a client and approved by the County Welfare Directors (CWD) for benefits. It is beyond the scope of this contract for the Contractor to obtain application status on each paper or electronic application from their CWD.
- G. “CalFresh Applications Submitted” means CalFresh applications (both paper and on-line) that have been submitted on behalf of a client and funded by the CalFresh Outreach Plan.
- H. “California Department of Social Services” (CDSS) means the agency with responsibility for implementation and oversight of the CalFresh Outreach Plan.
- I. “Disadvantaged SSI Recipient” means an older adult living in a household where other members are already receiving CalFresh and the household will experience a decrease in CalFresh benefits based on household income level. They will be eligible to receive a State-funded nutrition benefit called the Supplemental Nutrition Benefit (SNB).

ARTICLE I. PROGRAMS DEFINITIONS (continued)

- J. “Discontinued SSI Recipient” means an older adult living in a household where other members are already receiving CalFresh and the household will experience a loss of CalFresh eligibility based on household income level. They will be eligible to receive a State-funded nutrition benefit called the Transitional Nutrition Benefit (TNB).
- K. “Existing CalFresh Household” means one or more members of a household are already receiving CalFresh.
- L. “Newly Eligible SSI Recipient” means those who are newly eligible for CalFresh as a result of the reversal of the SSI Cash-Out.
- M. “Older Adult” means a person age 60 or older.
- N. “Outreach” means educational and informational efforts that provide information about the nutritional and other benefits of participating in CalFresh, as well as basic information about how to apply, directed to nonparticipating but potentially eligible persons. Also referred to as “program informational activities.” These program informational activities accomplish the following: 1) inform low-income households about the availability, eligibility requirements, and application procedures, 2) provide information about the nutritional benefits of CalFresh, 3) correct myths and misperceptions about CalFresh, and 4) allow individuals to make an informed decision about whether to apply based on accurate information. Allowable outreach activities do not include recruitment activities. See the definition of “recruitment activities” for more information.
- O. “Outreach Operations Manual” means the document that provides all the guidelines and information for managing CalFresh outreach.
- P. “Outreach Plan Guidance” means the document that specifies allowable activities.
- Q. “Participant” means an individual age 60 or older participating in an Older American’s Act or SNAP-Ed activity.
- R. “Prescreening” means the process by which potentially eligible people are asked basic eligibility questions (not the complete application) in order to estimate potential eligibility for CalFresh. Pre-screening is a way to educate low income people who don’t know they could be eligible for benefits. Pre-screening may be done on a computer or on paper.
- S. “Program Requirements” means CalFresh program requirements found in the SNAP: Nutrition Education and Obesity Prevention Grant Program, Interim Rule (7 CFR 272.2); SNAP: State Plan Outreach Guidance; and California Department of Aging (CDA) Program Memoranda.

ARTICLE I. PROGRAMS DEFINITIONS (continued)

- T. “Recruitment Activities” means activities designed to persuade an individual to apply for SNAP benefits through the use of persuasive practices. Persuasive practices constitute coercing or pressuring an individual to apply or providing incentives to fill out an application. Recruitment activities are unallowable costs.
- U. “SSI/SSP Cash-Out” refers to the 1974 policy giving states the option to increase monthly SSP funds to SSI/SSP recipients by ten (10) dollars in lieu of providing federal food benefits to SSI/SSP recipients. California is the last state to reverse the SSI/SSP Cash-Out.
- V. State Fiscal Year (SFY) means the period that begins July 1 of one year through June 30 of the following year.
- W. “State Supplemental Payment” (SSP) means the State-funded cash assistance program administered by the Social Security Administration which augments SSI.
- X. “Supplemental Nutrition Assistance Program” (SNAP), formerly known as the Food Stamp Program, provides food purchasing assistance for low- and no-income people living in the U.S. It is a federal aid program, administered by the U.S. Department of Agriculture, under the Food and Nutrition Service (FNS). SNAP is known as CalFresh in California.
- Y. “Supplemental Security Income” (SSI) means the Federal cash assistance program administered by the Social Security Administration that provides monthly benefits to people with limited income and resources who are disable, blind, or age 65 or older.
- Z. “United States Department of Agriculture, Food and Nutrition Service (USDA, FNS)” is an agency that works to end hunger and obesity through the administration of fifteen (15) federal nutrition assistance programs including SNAP.

ARTICLE II. SCOPE OF WORK

Purpose:

The purpose of the contract is to provide outreach regarding the Reversing of the SSI/SSP Cash-Out and CalFresh application assistance to SSI/SSP recipients, age 60 and older, and disabled adults in California.

ARTICLE II. SCOPE OF WORK (continued)

The Contractor shall:

- A. Provide outreach activities for the CalFresh Program (see Welfare and Institutions Code Sections 18904.2 and 18904.3) in accordance with the SNAP Outreach Plan Guidance. (https://fns-prod.azureedge.net/sites/default/files/snap/Outreach_Plan_Guidance.pdf) [SNAP: State Outreach Plan Guidance]. The targeted audience for the activities of this Contractor are SSI/SSP recipients, age 60 or older, and disabled adults in California, in reference to the ending of SSI Cash-Out.
- B. Cooperate with CDA or its designee by participating in meetings and/or site visits as CDA may deem necessary to monitor Contractor compliance with the agreement.
- C. Comply with the guidelines for the development of all materials as outlined in the CalFresh Outreach Operations Manual and the approved CalFresh Outreach State Plan. CDSS shall provide the CalFresh Outreach Operations Manual to the Contractor on the website, at <http://www.cdss.ca.gov/inforesources/CalFresh-Outreach>. [CalFresh Outreach Operations Manual].
- D. Post CalFresh Outreach messaging on its organization's website. Any website content must be approved by CDA before publication.
- E. Utilize data sources to support targeted CalFresh Outreach strategies and efforts.
- F. Cooperate with CDA in data collection related to evaluation of program effectiveness as requested in the manner, format, and timeline prescribed by CDA. Data may include demographic descriptions of the population served, audience reached, CalFresh outreach efforts broken down by Planning and Service Area (PSA), and additional measures of program effectiveness. The data shall be submitted in a form prescribed by CDA, as noted in Exhibit E, Article IV, G.
- G. Participate in training and technical assistance provided by CDSS and CDA, as deemed necessary by CDA.
- H. Help identify and provide CalFresh outreach activities to individuals who are low-income age 60 years or older, blind, and/or disabled individuals and couples who are newly eligible for CalFresh benefits due to the ending of SSI cash-out.
- I. Identify a primary point of contact for the contract who is required to stay informed of any policy/procedural changes.

ARTICLE II. SCOPE OF WORK (Continued)

- J. Certify, on a semi-annual basis, the time and effort of employees working full time on Expanding CalFresh, or certify on a monthly basis, the time and effort of employees working part-time on Expanding CalFresh.
- K. Conduct Expanding CalFresh Outreach activities as follows:
 - 1. Customize Expanding CalFresh Outreach materials with AAA contact information.
 - 2. Print outreach materials for distribution to SSI/SSP recipients in the PSA.
 - 3. Disseminate outreach materials to SSI/SSP recipients through the following means:
 - a. Post outreach materials at each site where Older Americans Act (OAA) and SNAP-Ed (if applicable) programs and services are provided including senior centers, community centers, low-income senior housing sites, and AAA and service provider lobbies.
 - b. Post outreach flyers and/or distribute brochures at special events including farmers' markets.
 - c. Provide outreach flyers and brochures to partners including county agencies and food banks for distribution to SSI/SSP recipients.
 - d. Provide outreach letters to SSI/SSP recipients receiving OAA services at home, including home-delivered meals.
 - e. Provide guidance and technical assistance to Information & Assistance program staff to identify SSI/SSP recipients and provide outreach messaging when speaking with older adults, family members, and caregivers.
 - f. Engage volunteers to assist with outreach efforts.
 - g. Include outreach materials with scheduled mailings to program participants
 - h. Post outreach messaging on AAA website.
 - i. For AAAs and service providers who have established social marketing, provide outreach messaging on Facebook, Twitter, and Instagram.

ARTICLE II. SCOPE OF WORK (Continued)

4. Quantify all outreach materials and methods utilized. Conduct outreach activities to provide and disseminate the following outreach materials:
Expanding CalFresh materials disseminated to potential SSI/SSP recipients by any of the means listed in Section K.3. or by any other means.
- L. Conduct CalFresh application assistance activities as follows (this section does not apply to PSA 8, PSA 12, PSA 14, PSA 16, PSA 17, PSA 23, and PSA 26):
 1. The role of Application Assistance Coordinator will be assigned to at least one person at the AAA.
 - a. Application assistance will be scheduled at program sites coinciding with regular program services to include Title IIIC Congregate meals, Title IIID Disease Prevention and Health Promotion classes, and SNAP-Ed activities (where applicable).
 - b. Sites where application assistance coordination will be conducted may include senior centers, community centers, senior residential housing, parks and any other locations where program services are currently held.
 - c. Application Assistance Coordinators will coordinate with providers of services provided in the home including home-delivered meals (HDM) to offer CalFresh application assistance to all HDM participants receiving SSI/SSP.
 - d. Use participant intake forms, or other means, to identify and provide outreach information to SSI/SSP recipients.
 2. The Application Assistance Coordinators will assist older adults and/or adults with disabilities in accessing and completing the CalFresh enrollment process through any the following methods:
 - a. Online
 - b. Paper
 - c. Telephone
 3. The Application Assistance Coordinators will provide one-on-one assistance to SSI/SSP recipients (and family member and/or caregiver if available) to initiate and complete the initial CalFresh application process.

ARTICLE II. SCOPE OF WORK (Continued)

- a. Review potential income deductions to increase the likelihood of CalFresh eligibility. Potential income deductions include Uncapped Excess Shelter, Excess Medical and Standard Medical Deduction, and Dependent Care Deduction.
 - b. Assist SSI/SSP recipients with submission of all required paperwork, including recipient signature, to the local Social Services Agency (SSA).
 - c. Contact SSI/SSP recipient within 2 weeks following application submission to ensure recipient has been contacted for an interview.
- 4. Conduct application assistance activities to provide the following deliverables:
 - a. CalFresh Pre-Screening: Use of a paper or electronic tool to inform potential applicants that they may be eligible. Please note that only CWDs can make an eligibility determination.
 - b. CalFresh Applications Submitted: CalFresh applications (by paper, phone, and online) that have been submitted on behalf of a client and funded by the CalFresh Outreach Plan.
 - c. CalFresh Applications Approved: CalFresh applications that have been submitted on behalf of a client and approved by the CWD for benefits. It is beyond the scope of this contract for the Contractor to obtain application status on each paper or electronic application from their CWD.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
CF 1920 Contract

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage/Per Diem (meals and incidentals)/Lodging
<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State: <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [2 CCR 599.615 et seq.]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200]

Budget Detail, Payment Provisions, and Closeout – Exhibit B
CF 1920 Contract

ARTICLE I. FUNDS (Continued)

2. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302:

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.
- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

- 1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- 2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
CF 1920 Contract

ARTICLE I. FUNDS (Continued)

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Contract and approval of an itemized Budget. No legal liability on the part of the State for any payment may arise under this Contract until funds are made available; the itemized Budget is received and approved by the State and the Contractor has received an executed contract.

4. Funding Reduction(s)

a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:

- i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or
- ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.

b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:

- i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.
- ii. Some contracts may be reduced by a greater amount than others, and
- iii. The State shall determine at its sole discretion, the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

- 1. Interest earned on federal advance payments deposited in interest- bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)]
- 2. Interest earned on advances of federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)]

Budget Detail, Payment Provisions, and Closeout – Exhibit B
CF 1920 Contract

ARTICLE I. FUNDS (Continued)

3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply:
[2 CFR 200.305(b)(8)]
 - a. The Contractor receives less than \$120,000 in federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:
 1. Personnel Costs – monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 2. Fringe Benefits.
 3. Contractual Costs – subcontract and consultant cost detail.
 4. Indirect Costs.
 5. Rent – specify square footage and rate.
 6. Supplies.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
CF 1920 Contract

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

7. Equipment – detailed descriptions and unit costs.
 8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 9. Out of State Travel – any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 10. Other Costs – a detailed list of other operating expenses.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Unless otherwise specified by CDA, the final budget revision must be submitted at least ninety (90) days prior to the ending date of the Contract.
- E. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.
 2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
 3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.
 4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)]

Budget Detail, Payment Provisions, and Closeout – Exhibit B
CF 1920 Contract

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

No Program Income is required under the terms and conditions of this Agreement.

B. One-Time-Only (OTO) Funds

No One-Time-Only funding is associated with Expanding CalFresh.

C. Matching Contributions

No match is required under the terms and conditions of this Agreement.

D. Administration

Contractor Administration shall be no more than ten percent (10%) of the total program allocation.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

A. The original Contract budget is due electronically to the Contractor's CDA Fiscal Team Specialist no later than thirty (30) days from the date of the transmission of the Budget Display and Contract.

B. The Contractor shall submit electronically the Expanding CalFresh Budget and Budget revisions as instructed by CDA.

C. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Expanding CalFresh services.

D. Administrative costs are limited to ten percent (10%) of the federal allocation and should be reported as administration in the Budget, or as directed by CDA. Administrative Costs are the financial costs characterized by the following types of activities:

1. Dollar value of salaries and benefits associated with staff time dedicated towards the administration of Expanding CalFresh.
2. Cost of training for performing administrative functions like record keeping and accounting, etc.
3. Cost of reporting Expanding CalFresh activities.
4. Indirect costs for those administrative staff not covered above.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
CF 1920 Contract

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

5. Other overhead charges associated with administrative expenses (i.e., space, human resource services, etc.).
- E. The Contractor shall submit electronically, a budget revision thirty (30) calendar days after receiving an amended Expanding CalFresh Budget Display with changes in funding levels, unless otherwise instructed by CDA.
- F. In the event that programs are changed from direct services to contracted services or contracted services to direct services, the Contractor shall submit electronically a revised budget to CDA, prior to implementation of said change.
- G. The final date to electronically submit a revised budget is ninety (90) days prior to a program change from direct services to contracted services. The final revised budget shall be submitted no later than ninety (90) days prior to the end of the Expanding CalFresh contract period unless otherwise specified by CDA. CDA will not accept any budget revision after the contract period has expired.
- H. Allocation Transfers
 1. Requests to transfer funds from Program to Administration shall be submitted to CDA for approval with the original or revised Budget.
 2. Transfers of Administration to Program funds are allowable.
 3. Approved transfers and Budgets will be incorporated by reference into the current Agreement.
 4. Transfers of funds cannot be processed or approved after the end of the specified contract period.

I. Line Item Budget Transfers

The Contractor may transfer contract funds between line items under the following terms and conditions:

1. The Contractor shall submit a revised budget to CDA for any line item budget transfer of funds which exceeds ten percent (10%) of the total budget. [2 CFR 200.308(e)]
2. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
CF 1920 Contract

ARTICLE V. PAYMENTS

The Contractor shall prepare and submit a monthly expenditure report and a request for reimbursement in an electronic format to CDA no later than the last business day of each month unless otherwise specified by CDA.

- A. During the Contract period, CDA will pay AAAs on a reimbursement basis.
- B. Upon execution of this Agreement, CDA will make monthly payments of Expanding CalFresh funding to the Contractor.
- C. Expenditure Reports and Requests for Reimbursement will be processed based on approval of actual expenditures. CDA will notify the Contractor of a disputed expenditure.
- D. The Contractor shall submit timely expenditure reports to ensure payments are issued on time. Late expenditure reports may lead to a delay in payment until the following month and/or a monitoring finding.
- E. The Contractor shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.
- F. The Contractor shall monitor subcontractor Expanding CalFresh budgets, expenditures, and any subsequent amendments and revisions to all budgets. Furthermore, the Contractor shall, monitor on an ongoing basis, the Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. [2 CFR Part 200, Subpart F Audit]
- G. CDA may require additional documentation or justification to support the financial reports submitted by the Contractor, upon written notice to the Contractor, until such time as CDA determines that the financial management standards are met.
- H. The Contractor shall ensure, to the extent feasible, that all budgeted funds are expended by the end of the Fiscal Year (FY).
- I. The Contractor shall ensure documentation of staff/personnel expenses are in accordance with OMB Guidance as specified in Exhibit D of the Agreement. [2 CFR 200 331 OMB Guidance Section 200.430]

Budget Detail, Payment Provisions, and Closeout – Exhibit B
CF 1920 Contract

ARTICLE VI. CLOSEOUT

- A. The Expanding CalFresh Final Report of Expenditures Report (CDA 7011) shall be submitted annually to the CDA Fiscal Team. All contractors are required to submit Closeout Reports as instructed by CDA.
- B. Closeout reporting documents shall be addressed to the CDA Fiscal Team.
- C. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the reimbursed amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the reimbursed amount, CDA will invoice the Contractor for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**CalFresh Expansion
Budget Display
State Fiscal Year 2019-20
July 1, 2019 - June 30, 2020
County of Solano**

	Allocation	Adjustments	TOTAL
CalFresh Expansion Reimbursement funds (12 Month Total) *	42,123		42,123 ^{a)}

CFDA Number: 10.561
Federal Fiscal Year: 2020
CFDA Program Title: State Administrative Matching Grants for the Supplemental Nutrition Assistance Program

(a) Expenditures must be reported in closeout by 7/30/2020

GTC 04/2017

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. “Agreement” or “Contract” means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.
2. “Contractor” means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
3. “CCR” means California Code of Regulations.
4. “CFR” means Code of Federal Regulations.
5. “DUNS” means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.
6. “Cal. Gov. Code” means California Government Code.
7. “OMB” means the federal Office of Management and Budget.
8. “Cal. Pub. Con. Code” means the California Public Contract Code.
9. “Cal. Civ. Code” means California Civil Code
10. “Reimbursable item” also means “allowable cost” and “compensable item.”
11. “State” and “Department” mean the State of California and the California Department of Aging (CDA) interchangeably.
12. “Subcontractor” means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
13. “Subcontract” means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
14. “Vendor” means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of the Agreement.

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ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

15. “USC” means United States Code.
16. “HHS” means United States Department of Health and Human Services.
17. “OAA” means Older American Act.

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Interagency Agreement Terms and Conditions.
2. The Older American Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
6. Supplemental Nutrition Assistance Program Education Plan Guidance, Nutrition Education and Obesity Prevention Grant Program.
7. Supplemental Nutrition Assistance Program Outreach Plan Guidance at https://fns-prod.azureedge.net/sites/default/files/snap/Outreach_Plan_Guidance.pdf
8. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices

ARTICLE II. ASSURANCES (Continued)

and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 4/2017), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability.
[22 CCR § 98323]

3. California Civil Rights Laws

The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of

ARTICLE II. ASSURANCES (Continued)

disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

ARTICLE II. ASSURANCES (Continued)

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland “Anti-Kickback” Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
2. Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
3. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner’s value of such property except where permitted by law and by CDA.
4. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]
2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]

ARTICLE II. ASSURANCES (Continued)

3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

ARTICLE II. ASSURANCES (Continued)

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders, must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a DUNS number at <http://www.dnb.com/duns-number.html>.
2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
3. If CDA cannot access or verify "Active" status the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall

ARTICLE II. ASSURANCES (Continued)

be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

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ARTICLE II. ASSURANCES (Continued)

5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
 6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including, but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.
- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.

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ARTICLE V. SUBCONTRACTS (Continued)

- E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.
- H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.
- I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
 - 1. The Request for Proposal or Invitation for Bid.
 - 2. All bid proposals received.
 - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program-specific audit of the subcontracted program by an independent audit firm.

- J. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

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ARTICLE V. SUBCONTRACTS (Continued)

- L. The Contractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.
- M. The Contractor shall utilize procurement procedures as follows:
 - 1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
 - 2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement and are returned to CDA or transferred to another contractor as instructed by CDA.

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ARTICLE VI. RECORDS (Continued)

- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
 - 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$500 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - 2. All computing devices, regardless of cost (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - 3. All Portable electronic storage media, regardless of cost (including, but not limited to, thumb/flash drives and portable hard drives).
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not

ARTICLE VII. PROPERTY (Continued)

increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

E. The Contractor shall keep track of property purchased with funds from this Agreement, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024).

The Contractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
2. Item description (include model number).
3. CDA tag number.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source.

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received

ARTICLE VII. PROPERTY (Continued)

from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report.

2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to, magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
- G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.
 - H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
 - I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
 - J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
 - K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.
 - L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
 1. For another CDA program providing the same or similar service.
 2. For another CDA-funded program.
 - M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

ARTICLE VII. PROPERTY (Continued)

- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

A. General

1. Any duly authorized representative of the federal or State government, which includes, but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.
2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

1. The CDA Audits Branch shall perform fiscal and compliance audits of contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.16 and 45 CFR 75.2)
 - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
 - c. Allocation of expenditures (2 CFR 200.4 and 45 CFR 75.2)
 - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

- e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)
- C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)
 - 1. Contractor Single Audit Reporting Requirements
 - a. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the:

California Department of Aging
Attention: Audits Branch
1300 National Drive, Suite 200
Sacramento, California 95834
 - b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
 - c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
 - d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.
 - 2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.
 - 3. Contract Resolution of Contractor's Subrecipients

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

Contract resolution within fifteen (15) months of the "Financial Closeout Report."

4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements
5. Contract resolution includes:
 - a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.
 - b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
 - c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).
6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR 200.305.
 - f. Written procedures for determining the allowability of costs in

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles.

[2 CFR 200.302 and 45 CFR 75.302]

- g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 - h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:
- a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512 and 45 CFR 75.512]
 - b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]
 - c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]
 - d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]
 - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.
8. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.

ARTICLE X. AUDIT REQUIREMENTS (Continued)

9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 - a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 - b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
 - ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425]

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
 - 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
 - 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
 - 3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$5,000,000 if seating capacity is over 15
 - 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
 - 1. The Certificate of Insurance shall provide the statement: “The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement.” Professional liability coverage is exempt from this requirement.

ARTICLE XI. INSURANCE (Continued)

2. CDA shall be named as the certificate holder and CDA's address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.
- I. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

ARTICLE XII. TERMINATION (Continued)

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]
11. The Contractor's organizational structure has materially changed.
12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a

ARTICLE XII. TERMINATION (Continued)

determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not

ARTICLE XII. TERMINATION (Continued)

have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting an Agency Contacts Designation Form (CDA 045) to AAAcontactinfo@aging.ca.gov.
- C. All other notices with the exception of those identified in Section B of this Article

ARTICLE XVI. NOTICES (Continued)

shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.

- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contacts Designation Form (CDA 045) to AAAcontactinfo@aging.ca.gov. This form requires the ACR's phone number, email address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended CDA 045.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive and/or personal identifying information must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

I. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Agreement, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor’s service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

- d. Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

- 2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
 - a. Methodologies used.
 - b. The linguistic and cultural needs of non-English speaking or LEP groups.
 - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
- 3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

- 1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 11162]
- 2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.
 - e. Translated written information materials, including, but not limited to, enrollment information and descriptions of available services and programs.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

- f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits.
[22 CCR 11162]

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement.
[22 CCR 98310]
4. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients.
[22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]

Special Terms and Conditions – Exhibit D
CF-1920-Contract

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

- A. The Contractor shall assure that the following conditions are met:
1. The Contractor is accountable for the content of the Scope of Work.
 2. The Contractor will utilize allocated funds for Expanding CalFresh outreach and application assistance activities, including those of subcontractors (if any), and is liable for repayment of unallowable costs.
 3. Expanding CalFresh outreach and application assistance activities conducted by the Contractor or subcontractors (if any) are targeted to SSI/SSP recipients, age 60 and older, and disabled adults in California.
 4. Expanding CalFresh outreach and application assistance activities are conducted in compliance with the CDSS implementation plan and State regulations.
 5. Expanding CalFresh outreach and application assistance activities are reasonable and necessary to accomplish CDSS goals.
 6. No fees may be charged for services.
 7. No funds from this contract shall be used for public service announcements on radio, television or billboards. For reference, please see the Farm Bill (Agricultural Act of 2014, Section 4018(a)
<https://www.gpo.gov/fdsys/pkg/BILLS-113hr2642enr/pdf/BILLS-113hr2642enr.pdf>
- B. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following program(s) is the U.S. Department of Agriculture, Food and Nutrition Service (USDA, FNS).
- CFDA 10.561 State Administrative Matching Grants for the Supplemental Nutrition Assistance Program.
- C. Ensure compliance with the following USDA, FNS civil rights requirements:
- Staff providing outreach and application assistance participates in civil rights training and maintains training documentation on file.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

- D. The Contractor shall assure that the following publication conditions are met:

Materials disseminated by the contractor shall be provided by CDSS.
Materials may be customized with agency and county name and contact information.

ARTICLE II. RESOLUTION OF FEDERAL AWARD CONFLICTS

The federal terms and conditions of this award and other requirements have the following order of precedence if there is any conflict in what they require:

1. The Food and Nutrition Act of 2008 and implementing regulations.
2. SNAP rules: 7 CFR 277
3. 22 CCR 7000 et seq.

ARTICLE III. TRAINING PROVISIONS

- A. The Contractor shall complete required CalFresh policy webinars.
- B. The Contractor providing application assistance shall attend and participate in Expanding CalFresh application assistance training.

ARTICLE IV. REPORTING PROVISIONS

- A. The Contractor shall have written procedures and a reliable email system to assure that all submitted CalFresh data is timely, complete, accurate, and verifiable.
- B. The Contractor shall maintain a program data collection and reporting system as specified in this Agreement.
- C. The Contractor shall provide support and technical assistance to subcontractors and respond in writing, all written requests for directions and guidance.
- D. The Contractor shall review and monitor the collection of contract data to ensure it is accurately reported.
- E. The Contractor shall attend and participate in required Expanding CalFresh contract data collection training.
- F. The contractor shall submit the number of Expanding CalFresh outreach materials disseminated monthly to CDA.

ARTICLE IV. REPORTING PROVISIONS (Continued)

- G. The contractor providing application assistance shall submit application assistance data monthly to CDA for the categories, as follows:

	CalFresh Pre-Screening Performed	CalFresh Applications Submitted	CalFresh Applications Approved
SFY 2019			

- H. The Contractor shall electronically submit CalFresh monthly data to CDA no later than the 15th of each month, for the previous month, unless otherwise specified by CDA.
- I. If the Contractor anticipates submitting a late report, the Contractor shall submit a written explanation to CDA, including the reasons for the delay and the estimated date of submission, ten (10) days prior to the report due date.
- J. The Contractor shall verify the accuracy of all data submitted to CDA and respond to any CDA data verification requests.
- K. The Contractor shall collect and submit data in accordance with the CDA Expanding CalFresh requirements. AAAs are responsible for:
1. Compiling and submitting accurate contract data to CDA.
 2. Reviewing and monitoring the collection of contract data to ensure it is accurately reported.
 3. Attending and participating in required Expanding CalFresh contract data collection training.
- L. The Contractor shall, in accordance with CDA CalFresh requirements, correct and/or explain questionable data.
1. The Contractor shall correct all errors identified. All corrections shall be submitted to CDA.
 2. The Contractor shall verify all monthly data for accuracy in accordance with CDA requirements.
- M. The Contractor shall submit quarterly progress reports providing details on the progress and achievements in reaching AAA goals. A quarterly report form will be provided by CDA and is due thirty (30) days after the end of each quarter, or as instructed by CDA. Quarterly reports shall be submitted to CDA.

ARTICLE V. TRANSITION PLAN

- A. The Contractor shall submit a transition plan to CDA within fifteen (15) days of CDA's written Notice of Termination or Contractor's Notice of Intent to Terminate (pursuant to Exhibit D, Article XII of this Agreement) for a service funded by CalFresh. The transition plan must be approved by CDA and shall, at a minimum, include the following:
 - 1. A description of how program Participants will be notified about the change in CalFresh application Assistance.
 - 2. A plan to dispose of or transfer all records, including confidential records, to a new contractor or CDA, as directed by CDA.
 - 3. A plan to inform community referral sources of the pending termination of this CalFresh contract and what alternatives, if any, exist for future referrals.
 - 4. A plan to maintain adequate staff to provide continued CalFresh application assistance services through the remaining term of the Contract.
 - 5. A full inventory of all property purchased during the entire operation of the Contract using CalFresh funding.
 - 6. A plan to dispose of, or transfer all property purchased during the entire operation of the Contract using CalFresh funds.
- B. The Contractor shall implement the transition plan as approved by CDA. CDA will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required in this Article, the Contractor agrees to implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.

CERTIFICATION

In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:

- Confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- All access codes which allow access to confidential information will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report (CDA 1025).
- Any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. Contractor/Vendor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement.
- All employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.
- CDA or its designee will be granted access by the Contractor/Vendor to any computer-based confidential information within the scope of the Contract.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 04/2018)



CERTIFICATION

- I agree to protect the following types of confidential information which include but are not limited to:
 - Social Security number
 - Medical information
 - Claimant and employer information
 - Driver License information
 - Information about individuals that relate to their personal life or identifies or describes an individual
 - Other agencies' confidential and proprietary information
 - Criteria used for initiating audit selection
 - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.)
 - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract
- I agree to protect confidential information by:
 - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties
 - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason
 - Securing confidential information in approved locations
 - Never removing confidential information from the work site without authorization

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.

Contractor/Vendor Name:
County of Solano

Contract Number:
CF-1920-28

Printed Name of Person Signing:
Birgitta E. Corsello

Title of Person Signing:
County Administrator

Authorized Signature:

Date:

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION
CDA 9026 (NEW 04/2018)



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

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

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.	
Contractor Name (Printed):	Federal ID Number:
By (Authorized Signature):	
Printed Name and Title of Person Signing:	
Date Executed:	Executed in the County and State of:
Indicate all California Department of Aging contracts your organization participates in:	
Area Plan (AP)	Financial Alignment (FA)
HICAP (HI)	MIPPA (MI)
MSSP (MS)	SNAP-Ed (SP)
Title V (TV)	CalFresh Expansion

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
AGENCY CONTACTS DESIGNATION FORM
CDA 45 (REV 04/2019)



AAA Number:	Submission Date:
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AAA INFORMATION (Only required if there is an update) * Change Requires STD 204		
*Legal Name:		
*DBA Name:		
*Business Address:	City, State, Zip:	
*Mailing Address:	City, State, Zip:	
*Remit to Address:	City, State, Zip:	
Email:	Website:	
Public Line:	Fax:	I & A Line:

CONTACT INFORMATION					Action:
First Name:	Last Name:			Title:	
Email:	Business:		Fax:		
Program:	CalFresh Expansion				
Area Plan	Financial Alignment	HICAP	MIPPA	Title V/SCSEP	SNAP-Ed
Role:					
Admin Assistant	Disaster Coord.	Info & Assist Coord.	SCSEP Coord.	Title IIIC Coord.	
Contracts Rep.	Director	Ombudsman Coord.	SNAP-ED Coord.	Title IIID Coord.	
Dietitian	Fiscal Officer	Planner	Title IIIB Coord.	Title IIIE Coord.	

CONTACT INFORMATION					Action:
First Name:	Last Name:			Title:	
Email:	Business:		Fax:		
Program:					
Area Plan	Financial Alignment	HICAP	MIPPA	Title V/SCSEP	SNAP-Ed
Role:					
Admin Assistant	Disaster Coord.	Info & Assist Coord.	SCSEP Coord.	Title IIIC Coord.	
Contracts Rep.	Director	Ombudsman Coord.	SNAP-ED Coord.	Title IIID Coord.	
Dietitian	Fiscal Officer	Planner	Title IIIB Coord.	Title IIIE Coord.	

CONTACT INFORMATION					Action:
First Name:	Last Name:			Title:	
Email:	Business:		Fax:		
Program:					
Area Plan	Financial Alignment	HICAP	MIPPA	Title V/SCSEP	SNAP-Ed
Role:					
Admin Assistant	Disaster Coord.	Info & Assist Coord.	SCSEP Coord.	Title IIIC Coord.	
Contracts Rep.	Director	Ombudsman Coord.	SNAP-ED Coord.	Title IIID Coord.	
Dietitian	Fiscal Officer	Planner	Title IIIB Coord.	Title IIIE Coord.	

AAA Director's Signature: _____ Date: _____
Once completed, email this form to AAAcontactinfo@aging.ca.gov.

CCC 04/2017

CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i> County of Solano		<i>Federal ID Number</i> 94-6000538
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Birgitta E. Corsello, County Administrator		
<i>Date Executed</i> 		<i>Executed in the County of</i> Solano

CONTRACTOR CERTIFICATION CLAUSES

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

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

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

RESOLUTION NO. 2019 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
DIRECTING COUNTY STAFF TO CONTRACT WITH THE CALIFORNIA DEPARTMENT
OF AGING FOR FY2019/20 AWARD NUMBER CF-1920-28 PLANNING AND SERVICES
AREA (PSA) 28 FUNDS**

Whereas, on September 28, 2018 Solano County was designated as the lead agency for the Napa/Solano Area Agency on Aging (N/S AAA) PSA 28; and

Whereas, the CDA has identified \$42,123 in PSA 28 funds; and

Whereas, the Napa/Solano AAA ensures quality services to the senior populations of Napa and Solano Counties.

Resolved, that the Solano County Board of Supervisors hereby directs County staff to establish a contract with the CDA for award number CF-1920-28 funds of \$42,123.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on July 23, 2019 by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

ATTEST:
BIRGITTA E. CORSELLO, Clerk
Board of Supervisors

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	15	Status:	Consent Calendar
Type:	Contract	Department:	Health and Social Services
File #:	19-569	Contact:	Gerald Huber, 784-8400
Agenda date:	07/23/2019	Final Action:	
Title:	Approve a second amendment to the contract with Ujima Family Services for \$79,487 to provide residential, outpatient, and detoxification treatment for substance use disorders from July 1, 2019 to June 30, 2020; Approve \$30,173 of the contract be made available immediately to use as startup funds; Authorize the County Administrator to execute the amendment; and Authorize the Director of Health and Social Services to execute any amendments which are technical or administrative in nature and have no fiscal impact		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Second Amendment, B - Link to Original Contract and First Amendment		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services (H&SS) recommends that the Board of Supervisors approve a second amendment to the contract with Ujima Family Services for \$79,487 to provide residential, outpatient, and detoxification treatment for substance use disorders from July 1, 2019 to June 30, 2020; approve \$30,173 of the contract be made available immediately to use as startup funds; authorize the County Administrator to execute the amendment; and Authorize the Director of Health and Social Services to execute any amendments which are technical or administrative in nature and have no fiscal impact.

SUMMARY:

The County is responsible for overseeing a substance use treatment service continuum under its Drug Medi-Cal (DMC) and Substance Abuse Block Grant (SABG) requirements with the State Department of HealthCare Services (DHCS). Until recently, two outpatient substance abuse treatment providers, Anka Behavioral Health and Recovery Connection, operated in Vallejo. Anka Behavioral Health, Inc. operated the larger of the two programs and supplied a full array of services to County residents. Anka recently filed bankruptcy and ceased all operations on May 31, 2019. The smaller of the two outpatient programs, Recovery Connection, has absorbed some of Anka's former clients but does not have the infrastructure to expand their program substantially.

Ujima Family Services, Inc. currently contracts with Solano County to provide residential treatment and the proposed contract expands that contract to include outpatient service delivery in Vallejo. Ujima has assumed the necessary DMC certification which Anka held for the Vallejo location.

This contract also provides \$30,173 in start-up funds that will be provided at the outset of the contract and will be reimbursed at \$5,000 per month to the County through the monthly claiming process beginning October 2019. The advance will provide the agency with cash flow necessary to initiate operations of the new service program and is needed due to the lag period between start-up costs and the anticipated first reimbursement check.

DISCUSSION:

The contract was initiated on July 1, 2017, for delivery of residential drug treatment services. While the contract language allowed for outpatient services, Ujima has not previously provided that service under the contract. The first amendment to the contract, dated April 23, 2018, amended the service rates and added new State requirement. This second contract amendment also includes new State requirements. The contract identifies a 3-month budget for \$79,487, identified to reimburse according to the actual costs of the start-up period. Because it can take some time for a new program to build up its caseload enough to cover its costs through fee for service reimbursement, payment in a fee for service model would not be financially feasible for the vendor during the early months of the program. After the first three months of operation, the program will be reimbursed in a fee for service mechanism as outlined in the contract and similar to other DMC vendors.

The California Department of Health Care Services has a mechanism for transferring DMC certification to new providers when an existing provider ceases operation. This allows for a minimized disruption in service delivery and the ability to receive State and Federal reimbursement for services delivered.

FINANCIAL IMPACT:

This contract transfers services and associated costs that are included in the H&SS FY2019/20 Adopted Budget previously allocated to another vendor. There are no County General Funds in this contract. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

ALTERNATIVES:

The Board could choose not to approve the contract, but that will reduce the access to outpatient treatment for Vallejo and Benicia residents who need substance use disorder treatment. The County is required to maintain an adequate service network.

OTHER AGENCY INVOLVEMENT:

No other County agencies are involved.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**SECOND AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and UJIMA FAMILY RECOVERY SERVICES**

This Second Amendment ("Second Amendment") is entered into as of the 11th day of July, 2019, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and UJIMA FAMILY RECOVERY SERVICES, ("Contractor").

1. Recitals

A. The parties entered into a contract dated July 01, 2017 (the "Contract"), in which Contractor agreed to provide residential, outpatient, and detoxification (detox) treatment for substance-related disorders to reduce the rate of substance use and to facilitate the development of personal and interpersonal functioning.

B. The parties amended the Contract on April 23, 2018 to amend the service rates and include certain State requirements.

C. The parties now desire to amend the Contract a second time to include start-up funds for an additional site to expand Contractor's services

D. This Second Amendment represents an increase of \$79,487 to the Contract.

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

2. Agreement.

A. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is equal to the aggregate dollar value of the Service Authorization Letters to be executed between Solano County and Contractor, which upon execution, will be incorporated into this Contract by this reference, plus an additional \$79,487 as provided for in Exhibit B-2.

B. Scope of Work

In addition to services to be provided under Contract, and as modified by the First Amendment, Contractor agrees to provide those services identified in the attached Exhibit A-2.

C. Budget.

Exhibit B-1 is amended in part to add the budget attached here as Exhibit B-2 and fee structure as Exhibit B-3.

D. California Special Terms and Conditions

Exhibit E is amended in its entirety and replaced with Exhibit E-1.

3. Effectiveness of Contract.

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

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

UJIMA FAMILY RECOVERY SERVICES

By _____
Birgitta E. Corsello
County Administrator

By Rita Schank 
Rita Schank
Executive Director

APPROVED AS TO FORM

By Bernadette Curry 
County Counsel

EXHIBIT A-2

1. Outpatient Level of Care Service Package

- A. Provide outpatient (OP) Level 1 as determined by LOCUS placement criteria (may be considered an aftercare package as well) for \$1,100 per episode, for a maximum of 2 episodes per year per client, and:
 - 1. Perform any combination of group, individual, family and education services within the array of services for this level of care.
 - 2. Provide treatment planning.
 - 3. Perform observed urine analysis (UA) testing.
 - 4. Provide case management services.
 - 5. Perform post-testing using an outcome measure adopted by SCSAS.
- B. Provide outpatient (OP) Level 2 as determined by LOCUS placement criteria for \$5,075 per episode, for a maximum of 1 episode per year per client. Through multiple weekly contacts:
 - 1. Perform any combination of group, individual, family and education services within the array of services for this level of care to include medication monitoring.
 - 2. Provide treatment planning.
 - 3. Perform observed UA testing.
 - 4. Provide case management services.
 - 5. Sober living (30 days).
 - 6. Perform post-testing using an outcome measure adopted by SCSAS.
- C. Provide Intensive OP (IOP) followed by OP Level 1 or 2 as determined by LOCUS placement criteria at \$80 per session, \$3,120 per episode, maximum of 2 per year per client in extended daily sessions, to include a minimum of 3 hours per session, 9 hours per week for up to 13 weeks, and:
 - 1. Perform any combination of group, individual, family and education services, physical exams, collateral services, and crisis intervention for this level of care to include medication monitoring.
 - 2. Provide treatment planning.
 - 3. Perform observed UA testing.
 - 4. Provide case management services.
 - 5. Perform post-testing using an outcome measure adopted by SCSAS.

Substance Abuse/Dual Diagnosis Treatment/ CalWORKS only

- D. Provide OP Level 1 as determined by the LOCUS placement criteria (can be the aftercare package as well) at \$1,100 per episode, maximum of 2 episodes per year per client.
- E. Provide OP Level 2 as determined by LOCUS placement criteria at \$5,075/episode, maximum of 1 episode per year per client.

Mental Health Treatment (MH)/ CalWORKS only

- F. Provide OP Level 1 as determined by LOCUS placement criteria (can be the aftercare package as well) at \$1100 per episode, maximum of 2 episodes per year per client, and:
 - 1. Perform any combination of group, individual, family and education services within the array of services for this level of care.
 - 2. Provide medication evaluation.
 - 3. Provide treatment planning.
 - 4. Perform observed UA testing (optional for MH clients).
 - 5. Provide case management services.
 - 6. Perform post-testing using an outcome measure adopted by SCSAS.

- G. Provide OP Level 2 as determined by LOCUS placement criteria at \$5,075 per episode, maximum of 1 episode per year per client. In multiple weekly contacts with each client:
1. Perform any combination of group, individual, family and education services within the array of services for this level of care to include medication monitoring.
 2. Provide medication evaluation.
 3. Provide treatment planning.
 4. Perform observed UA testing (optional for MH clients).
 5. Provide case management services.
 6. Sober Living (30 days) for SA/DD clients.
 7. Perform post-testing using an outcome measure adopted by SCSAS.
- H. Provide mental health day treatment services to CalWORKs participants as determined by LOCUS placement criteria at \$123.88 per day, 120 sessions maximum, \$15,465.60 per episode, for a maximum of 1 episode per year per client. Clients meeting this level of care will attend 2 to 3 groups and 1 individual therapy session per week.
- I. Provide day treatment services, up to 5 days per week, to include any combination of individual, group, family and psychological education, addressing any combination of the following issues, depending on the treatment needs of individuals referred to the program:
1. Anger management.
 2. Regulation of emotions.
 3. Parenting.
 4. Grief and Loss.
 5. Stress Reduction.
 6. Drug & Alcohol Education and Prevention.
 7. Domestic Abuse.
 8. Codependency.
 9. Adult Children of Alcoholics/Addicts.
 10. Assertiveness.
 11. Depression.
 12. Bipolar affective conditions.
 13. Anxiety Disorders.
 14. Trauma Recovery.
 15. Co-occurring disorders (with primary MH dx).
 16. Self Esteem.
 17. Spirituality/Creative Process.
 18. Job Readiness.
 19. Treatment Planning.
 20. Case Management.
 21. Crisis Intervention.
 22. Medication Evaluation and Management.

2. Performance Measure(s)

For all Level of Care Service packages, Contractor will be held to the following performance measures:

1. Program retention and completion rates:
 - a. 35 percent of clients who start the program will successfully complete treatment.
 - b. 50 percent of clients who start pre-treatment will successfully complete.
 - c. 90 percent of clients referred to an appropriate level of care following pre-treatment.
 - d. 90 percent of clients referred to the appropriate level of care following IOP.
 - e. Reduce the time between pre-treatment and initial assessment.

**County of Solano
Standard Contract**

2. Customer satisfaction through locally developed surveys:
 - a. 80 percent of program participants will report program was beneficial.
 - b. Post-test will indicate improved functioning in two areas contained in the ASI.
 - c. MH clients will demonstrate improvement on at least two treatment goals, which is documented in the discharge summary.
3. Employment/Education status: 25 percent of participants completing the program will be employed more hours per week than prior to the program or have improved educational status, established by comparing admission and discharge data.
4. Pre-post score differences on an outcome instrument adopted by SCSAS.
5. Any required outcome measurements that are associated with the evidence-based program being offered by Contractor.
6. Demonstrate fidelity to the evidence-based practice by either training or on-going supervision of the clinicians.

3. Drug Medi-Cal Certification

Contractor must possess Drug Medi-Cal certification issued by the Department of Health Care Services.

The certification may be provisional but must allow for Drug Medi-Cal reimbursement.

EXHIBIT B-2
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Method of Payment

- A. Upon submission of an invoice for outpatient services and a Solano County vendor claim by Contractor, and upon approval by County, County shall, in accordance with the "Contract Budget" attached to this Contract as Exhibit "B-2" and incorporated into this Contract by this reference, pay Contractor monthly in arrears for fees and expenses actually incurred the prior month, up to the maximum amount set forth in Section 3 of the Standard Contract. Monthly claims for payment should be submitted to County by the 15th day of the subsequent month.
- B. The County intends to reimburse the vendor for outpatient services based upon costs incurred the prior month for the first 90-days of the contract period based on the fixed budget included in Exhibit B-2. After the start-up period, the contract will be paid based on the fee for service structure in Exhibit B-3.
- C. County will advance Contractor \$30,173.00 to assist with cash flow for costs associated with start up for providing outpatient services. Contractor will be required to repay \$5,000.00 monthly beginning October 1, 2019. Repayment will be automatically deducted from Contractor's monthly invoice to the County for services provided. If the monthly invoice to the County is less than \$5,000.00, Contractor shall issue a check to the County within 15 days from the close of the month for the difference.
- D. Claims submitted by Contractor must meet the criteria set forth in section E and be documented by an agency spreadsheet specifying the County's portion of the total agency budget directly attributable to this Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.
- E. Contractor must request approval for transfers between budget line items, which are set forth in Exhibit B-2, when the cumulative amount of such transfers exceed 10% of the total Contract amount. Requests for transfers between budget line items must be presented to the County on the County's "Budget Modification Request Form". Budget line item transfers that exceed 10% of the total Contract amount may be made only upon prior written approval of County, which approval may be withheld in the sole and absolute discretion of County. County may authorize the addition of budget line items for transfers under this section, except for indirect costs and capital expenditures (equipment or real property), provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the contract amount.
- F. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor agrees that funds to be disbursed under the terms of this contract will be withheld if repayment is not received by the County within thirty days of receipt of notice from County. Contractor may submit a written appeal to a disallowance to the County Behavioral Health Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the County regarding the appeal will be final.

G. The following criteria apply to Contract Budget submitted by Contractor under this Contract:

- 1) Requests for payment of personnel costs must include positions, salary, and actual percentage of time for each position. If Contractor provides fringe benefits to part time employees, salary and fringe benefits must be pro-rated for non-full-time employees. Salaries are fixed compensation for services performed by staff who are directly employed by Contractor and who are paid on a regular basis. Employee benefits and employer payroll taxes include Contractor's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved by County. These expenses are allowable when they are included and in accordance with Contractor's approved written policies and allocation plan.
- 2) Salaries and benefits of personnel involved in more than one contract, grant, or project must be charged to each grant based on the actual percentage of time spent on each grant or project. Timesheets for each employee whose time is charged to this contract must be maintained by Contractor and available upon request by the County.
- 3) Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment or payments to subcontractors. The expenses must be to further the program objectives as defined in Exhibit A-2 and be incurred (realized) during the invoiced period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
- 4) 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, accounting services and administrative salaries are examples of indirect costs. In order to include indirect costs or an indirect cost rate in the contract budget, Contractor must have a negotiated indirect cost rate agreement with a federal agency. A Contractor who does not have such a negotiated indirect cost rate agreement may claim an indirect cost rate of up to 10% of modified total direct costs, as defined in 2 CFR 200.68, provided the Contractor does not use the Direct Allocation Method of allocating indirect costs (as discussed in Appendix IV to Part 200).
- 5) Regardless of whether Contractor claims indirect costs through a negotiated indirect cost rate, Direct Allocation Method or up to the 10% of modified total direct costs, Contractor must provide the County with a cost allocation plan that clearly differentiates between direct and indirect costs. Contractor ensures that the same costs that have been treated as indirect costs have not been claimed or budgeted as direct costs, and that similar types of costs in like circumstances have been accounted for consistently. Contractor will provide this plan to County upon request. In the event that Contractor is unable to provide County with an acceptable cost allocation plan, County may disallow any indirect cost billed amounts.
- 6) Contractor is expected to bill for Drug Medi-Cal for services provided during July 1, 2019 to September 30, 2019. Service modality and procedure codes are included in Exhibit B-3. Rates listed in B-3 will only be used to authorize and track services for the time period July 1, 2019 to September 30, 2019. Beginning October 1, 2019, services provided will be paid on the fee structure included in Exhibit B-3.

EXHIBIT B-2			
BUDGET DETAIL AND PAYMENT PROVISIONS			
July 1, 2019 to September 30, 2019			
PERSONNEL EXPENSES			
Job Title	FTE		Total
Alcohol and Drug Counselors			17,501
Program Assistant			6,000
Program Coordinator			9,000
FRINGE BENEFITS (34%)			11,050
TOTAL PERSONNEL (SALARY+FRINGE)			43,551
OPERATIONAL EXPENSES			
Rent, utilities, repairs			12,510
Insurance			2,000
Telephone & Communication			1,650
Furniture and Equipment			5,000
Equipment and supplies			2,000
House supplies			2,000
Transportation and mileage			100
Employment expenses			800
Food			20
Toxicological			1,000
Information Technology			1,000
Staff development, conferences and expenses			200
Advertising and program support materials			300
Office Supplies / Postage			130
TOTAL OPERATIONAL EXPENSES			\$28,710
Indirect Costs	10 %		\$7,226
TOTAL CONTRACT			\$79,487

EXHIBIT B-3
BUDGET DETAIL AND PAYMENT PROVISIONS

Fee for service reimbursement effective October 1, 2019 for services listed in Table #1 in this Exhibit.

1. Service Modality Descriptions, Rates, Procedure Codes, and Service Units:

- A. In order to insure prompt payment, the Contractor shall provide the County with documentation of the direct and indirect services provided to SCSAS clients in the prior month by direct input into Netsmart Avatar. The data shall be in the system by the 10th day of each month. Contractor will submit a Solano County vendor claims and invoices with adequate supporting documentation as to services provided no later than fifteen (15) days after the last day of the month in which those services were provided. Payment will be denied for services not entered into the system.
- B. Payment of invoices is subject to County's approval. Before approving invoices, County will reconcile the supporting documentation with services in Avatar. Documentation not accurately reconciled to the services in Avatar will be adjusted by County or returned to Contractor for correction and must be resubmitted. Payment will be denied for services not entered into the system at the time of vendor claim processing.
- C. Upon submission of a Solano County vendor claim and an invoice by Contractor, and upon review and approval of County's representative, County will pay Contractor monthly in arrears for fees and expenses incurred the prior month, or upon demonstrated completion of deliverables, as applicable, up to the maximum amount provided pursuant to executed Service Authorization Letters. Each invoice must specify services rendered, to whom, date of service and the accrued charges.
Contractor must document all expenses submitted to County for payment under this Contract by maintaining complete and accurate records of all financial transactions related to the services performed under this Contract including, but not limited to, invoices, receipts, time sheets, itemized cost lists, and other official documentation that sufficiently support all charges under this Contract.
- D. Periodically, County may deduct any service disallowances from outstanding invoices.
- E. The procedure code and service units listed in Table #1 will be used to document and track direct and indirect services in Avatar. The procedure code may be changed at any time.

TABLE #1

Service Modality	Procedure Code	Rate	Services Include	Service Duration	Additional Comments
UA	SA82660	\$13/analysis	Urinalysis Drug Test	Number required varies by level of care and criminal justice requirements	
UA GCMS	SAUAGC MS	\$35/analysis	UA screening confirmation test	Number required varies by level of care and criminal justice requirements	

Service Modality	Procedure Code	Rate	Services Include	Service Duration	Additional Comments
UA ETG80	SAUAET G80	\$20/analysis	80-hour alcohol test	Number required varies by level of care and criminal justice requirements	
ODF Individual Intake / Evaluation	SAH0001	\$80/session	Assessment Intake/Evaluation	Minimum of 50 minutes per session	DMC clients are limited to individual sessions for assessment, crisis, treatment and discharge planning.
ODF Individual Counseling	SAIH0001	\$80/session	Individual counseling	Minimum of 50 minutes per session	DMC clients are limited to individual sessions for assessment, crisis, treatment and discharge planning.
ODF Treatment Planning	SAT1007	\$80/session	Treatment planning	Minimum of 50 minutes per session	DMC clients are limited to individual sessions for assessment, crisis, treatment and discharge planning.
ODF Discharge Planning	SADT1007	\$80/session	Discharge planning	Minimum of 50 minutes per session	DMC clients are limited to individual sessions for assessment, crisis, treatment and discharge planning.
ODF Collateral	SA90887	\$80/session	Collateral	Minimum of 50 minutes per session	DMC clients are limited to individual sessions for assessment, crisis, treatment and discharge planning.
Case Management	SAH0006	\$13.50 per 15 minutes or \$54.00 per hour	Assistance with medical and dental care, housing, child care, employment, education, home visits, transportation needs and engagement in SA and M/H services	15-minute increments @ \$54 per hour or \$13.50 per 15 minutes	Note: Calculations are based on a 60-minute hour.

Service Modality	Procedure Code	Rate	Services Include	Service Duration	Additional Comments
ODF Group Counseling	SA90853	\$35/person	Assessment, Treatment planning, Group counseling	Minimum of 90 minutes per session	Groups may have a major SA educational component, as well as literacy, life skills, employment skill development
Crisis Intervention	SAH0007	\$80/session	Crisis treatment	Minimum of 50 minutes per session	
Family and Co-dependency Counseling	SAT1006	\$43/session/ family unit	Family counseling, Education	Minimum of 90 minutes/session, up to 4 sessions/family unit or significant other, then referral	
Medication Management	SAMEDM GMT	\$55 per 30-minute session	Assessment, Prescribing, Lab test monitoring, Medication adjustments and Education	Maximum of 30 minutes per session	Access to medication management (MD or ARNP)
Day Care Rehabilitative (DCR)	SAH5170	\$82.00/day Perinatal	Outpatient counseling and rehabilitation services	Minimum of 3 hours per day 3 days per week	
Medication Evaluation/ MH/Dual Diagnosis Only	SA99213	\$125/session	Evaluation for psychotropic medication	Minimum of 50 minute per session	CalWORKS Clients only.
Assessment/ MH Only	SA90791	\$92/session	Assessment	Minimum of 50 minutes per session	CalWORKS Clients only
Individual/ MH Only	SA90837	\$92/session	Treatment planning, Individual counseling	Minimum of 50 minutes per session	CalWORKS Clients only
Group/ MH Only	SA90853	\$52/session	Assessment, Treatment planning, Group counseling	Minimum of 90 minutes per session	CalWORKS Clients only. Groups may have a major SA educational component
Family Therapy MH Only	SAI90847	\$92/session	Family counseling, Education	Minimum of 90 minutes/session, up to 4 sessions/family unit or significant other, then referral	CalWORKS Clients Only
Family Therapy – Group MH only	SAG90847	\$52/session	Family counseling, Education	Minimum of 90 minutes/session, up to 4 sessions/family unit or significant other, then referral	CalWORKS Clients Only

Service Modality	Procedure Code	Rate	Services Include	Service Duration	Additional Comments
Case Management/ MH Only	SAT1017	\$13.50 per 15 minutes or \$54.00 per hour	Assistance with medical and dental care, housing, child care, employment, education, home visits, transportation needs and engagement in SA and M/H services	15-minute increments @ \$54 per hour or \$13.50 per 15 minutes	CalWORKS Clients only Note: Calculations are based on a 60-minute hour.
Transportation /OP Perinatal Only	SATRANS	\$22/day		Travel to and from services and appointments.	
Naltrexone	SAH5000	\$19.06/session	Per IN 15-033, restricted to treatment of alcohol dependence and prevention of relapse in opioid dependent clients. Client must be at least 18 years of age; opiate free; not pregnant	As needed	Limited to three refills of 100 tablets in 75 days.

EXHIBIT E-1
CALIFORNIA SPECIAL TERMS AND CONDITIONS

1. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

2. Nullification of this Contract

The parties agree that if the Contractor fails to comply with the provisions of W&I Code section 14124.24, all areas related to the DMC Treatment Program SUD services, this Contract shall be null and void.

3. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 U.S.C. §§ 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

4. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (H&SC sections 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

5. Noncompliance with Reporting Requirements

Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III – Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

6. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 U.S.C. § 812).

7. Restriction on Distribution of Sterile Needles

No funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug.

8. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Contract is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit D, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit D for additional information.

1. Trading Partner Requirements

- a) No Changes. Contractor agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal HHS Transaction Standard Regulation (45 CFR part 162.915 (a)).
- b) No Additions. Contractor agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR part 162.915 (b)).
- c) No Unauthorized Uses. Contractor agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR part 162.915 (c)).
- d) No Changes to Meaning or Intent. Contractor agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR part 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

Contractor agrees to correct transactions, errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both Parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both Parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each Party will take necessary any reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

9. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42 U.S.C. § 300x-65.

10. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8 (Document 3H).

11. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

12. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)) as amended by section 1702. For full text of the act, go to:

<http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

13. Minimum Quality Standards

Contractor shall provide services and adhere to organizational standards as outlined in State County Contract Exhibit A, Attachment I, Part I, Section 1, C, 5.

14. Information Access for Persons with Limited English Proficiency

A. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

B. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR part 92), including, but not limited to, 45 CFR part 92.201, when providing access to:

- 1) Materials explaining services to the public.
- 2) Language services.
- 3) Language interpreter and translation services.
- 4) Video remote language interpreting services.

15. SABG Monitoring

Performance under the terms of this contract is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol SABG allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall establish, written policies and procedures consistent with the control requirements set forth below:

- a) HSC, Division 10.5, Part 2 commencing with Section 11760. -
- b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000.
- c) Government Code, Title 2, Division 4, Part 2, Chapter 2, Article 1.7.
- d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130.

- e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-64 through 66.
- f) Title 2, CFR 200 -The Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards.
- g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137.
- h) Title 42, CFR, Sections 8.1 through 8.6.
- i) Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A- E).
- j) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.
- k) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

Attachment B

The executed original contract and first amendment with Ujima Family Recovery Services can be accessed at the web page that is linked below, in addition to being on file with the Clerk of the Board.

[A - Link to Original Contract](#)

[B - Link to First Amendment](#)



Solano County

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

Agenda Submittal

Agenda #:	16	Status:	Consent Calendar
Type:	Contract	Department:	Health and Social Services
File #:	19-568	Contact:	Gerald Huber, 784-8400
Agenda date:	07/23/2019	Final Action:	
Title:	Approve a contract with Solano Coalition for Better Health for \$75,000 for outreach services and to increase the number of well-child visits and childhood immunizations for April 1, 2019 to June 30, 2019; and Authorize the County Administrator to execute the contract		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contract		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health & Social Services (H&SS) recommends that the Board approve a contract with Solano Coalition for Better Health (SCBH) for \$75,000 for outreach services and to increase the number of well-child visits and childhood immunizations for April 1, 2019 to June 30, 2019 and authorize the County Administrator to execute the contract.

SUMMARY:

In Solano County, Partnership HealthPlan and County data show that children enrolled in Medi-Cal attend their primary care appointments at lower levels than recommended as measured by the Healthcare Effectiveness Data and Information Set (HEDIS) (compiled by the National Committee for Quality Assurance) which is illustrated in the low number of well-child visits and childhood immunizations.

On June 19, 2018 the Board of Supervisors approved \$150,000 to Solano Coalition for Better Health (SCBH) to increase well-child visits and childhood immunizations as part of the FY2018/19 Non-County Contributions. The original concept for the contract was that SCBH would work with Solano County Family Health Services to facilitate well-child visits including immunizations at County operated clinics. SCBH also received funding from Kaiser and Covered California for the purpose of enrolling children in Medi-Cal and, as a result, had existing staff working with other health clinic locations and requested that they be permitted to conduct well-child and immunization outreach for other locations as well. Due to prolonged negotiations over the contract scope and data sharing, the contract was not finalized until recently; however, SCBH conducted outreach, facilitated scheduling of well-child visits, and conducted reminder contacts and appointment follow up contacts for health care clinics.

The County Department of Health and Social Services negotiated a scope of work for a total contract amount of \$75,000 which reflects the deliverables that SCBH provided.

FINANCIAL IMPACT:

The contract will be funded out of the County General Fund Non-County Contributions allocation approved by the Board of Supervisors on June 19, 2018 for SCBH. The amount of the contract to be paid reflects the performance and deliverables of SCBH for FY2018/19. The balance of the unspent funds will revert to FY2018/19 fund balance. The costs associated with preparing this agenda item are nominal and are included in the H&SS FY2019/20 Adopted Budget.

DISCUSSION:

It is important that every child attend their well-child visits as these provide critical opportunities to assess their physical, emotional and social development.

In Partnership HealthPlan of California's (PHC) Southeast Region, Solano County has the lowest score when measuring the number of children, 3-6 years of age, that attend their well-child visits. *Source: "PHC/HEDIS Regional Performance for Report Year 2018."*

A nationally-accepted model for measuring quality is the HEDIS. When viewing the number of children 3-6 years of age who received at least one well-child visit (HEDIS' "W34" metric) Solano County's scores have decreased from prior years. Based on the National Committee for Quality Assurance's ranking of Medicaid benchmarks, Solano is currently in the 25th percentile when compared to others, nationwide and locally. Similarly, for childhood immunizations (the "CIS-3" metric) Solano County is in the 50th percentile of national Medicaid scores. By comparison, Napa County ranks in the 90th percentile. Health & Social Services has been working with SCBH to increase the number of children that attend well child visits and receive appropriate immunizations.

SCBH formed in 1988 to facilitate discussions between public and non-profit providers of health care services. SCBH focuses on the development of community programs to address health issues among the medically underserved, uninsured, and vulnerable individuals in Solano County. For this contract, SCBH helped to increase the number of children that attend well-child visits and receive appropriate immunizations.

ALTERNATIVES:

The Board may choose not to approve the contract with SCBH. This is not recommended because there were services provided that supported the need to increase the number of children that receive proper primary care and Solano County ranks on the lower end, locally and nationally, on measures related to well child visits and child immunizations.

OTHER AGENCY INVOLVEMENT:

Solano County Health & Social Services worked with the County Administrator's Office and County Counsel to develop the contract with Solano Coalition for Better Health. Additionally, the Department worked with Partnership HealthPlan of California to understand the quality metrics.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



County of Solano Standard Contract

For County Use Only
CONTRACT NUMBER:
03849-19
Dept., Division, FY, #)
H&SS, ADMIN
BUDGET ACCOUNT:
7503
SUBJECT ACCOUNT:
3701

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

Solano Coalition for Better Health, Inc.

CONTRACTOR'S NAME

2. The Term of this Contract is:

4/1/2019 to 6/30/2019

3. The maximum amount of this Contract is:

\$ 75,000

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

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on July 12, 2019.

CONTRACTOR	COUNTY OF SOLANO
Solano Coalition for Better Health, Inc. CONTRACTOR'S NAME	
<u>Aimee Brewer</u>  07/12/2019 10:22 AM PDT SIGNATURE	<u>Birgitta E. Corsello</u> DATED <u>County Administrator</u> TITLE
Aimee Brewer, President PRINTED NAME AND TITLE	<u>275 Beck Ave.</u> ADDRESS
744 Empire Street, Suite 210 ADDRESS	<u>Fairfield</u> <u>CA</u> <u>94533</u> CITY STATE ZIP CODE
Fairfield, CA 94533 CITY STATE ZIP CODE	Approved as to Content: <u>Gerald Huber</u>  07/12/2019 10:43 AM PDT DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form: <u>Bernadette Curry</u>  07/12/2019 10:47 AM PDT COUNTY COUNSEL

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

1. CONTRACT DESCRIPTION

Contractor will increase the number of babies, children and young adults (i.e., birth to 18 years old) who attend annual well child visits in the community and receive appropriate immunizations.

2. WORK ACTIVITIES

Contractor will accomplish the objectives and provide the deliverables, as listed below.

#	Objective	Deliverables
1	Increase the number of children (newborns-18 years) who receive age-specific immunizations and annual well child visits.	<ul style="list-style-type: none">• Revise its intake sheet and screen at least 400 Medi-Cal eligible families to determine current immunization status.• Make at least 250 follow-up calls to families and assist with scheduling the next appointment for patients served at Solano County Community Health Clinics.
2	Raise awareness of the importance of immunization in children.	<ul style="list-style-type: none">• Distribute at least 500 immunization calendars in Spanish and English.• Attend at least ten events to educate on preventable childhood diseases.
3	Remove barriers to access to quality medical care.	<ul style="list-style-type: none">• Assess barriers during communications with families.
6	Monthly reports.	<ul style="list-style-type: none">• Complete monthly reports using the County-approved template, indicating progress on each objective, challenges and successes.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

A. Upon submission of an invoice and Solano County vendor claim by Contractor, upon demonstrated completion of deliverables, and upon approval by County, County shall pay Contractor up to the maximum amount provided for on the Standard Contract. Additional supporting documentation may be requested by the County.

4. FINANCIAL STATEMENTS AND AUDITS

A. Contractor agrees to furnish annual audited financial statements to the County, which must be submitted within 30 days of its publication. If Contractor is not required by federal and/or state regulations to have an independent audit of its annual financial statements, Contractor agrees to furnish unaudited financial statements upon request by the County.

B. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, state or federal government conducts an audit.

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 in excess of Contractor's insurance and shall not contribute to it.

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

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

8. BEST EFFORTS

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

9. DEFAULT

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

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

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

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

10. INDEMNIFICATION

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

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

11. INDEPENDENT CONTRACTOR

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

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical,

dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

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

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

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAW

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

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor

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

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

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

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

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code

section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

D. This Contract is void and unenforceable if all or 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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SPECIAL RESPONSIBILITIES OF CONTRACTOR

- A. Submit verification of non-profit status, if a requirement for the award of this Contract.
- B. Obtain a bond at, Contractor's sole expense, in an amount sufficient to cover start-up funds if any were provided to Contractor from County.

2. VENDOR ASSURANCE OF COMPLIANCE

Contractor will execute the form attached as Exhibit "D-1".

2. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit "D-2".

3. CHILD ABUSE

Contractor shall execute the form attached as Exhibit "D-3".

4. HIPAA COMPLIANCE-COVERED ENTITY TO COVERED ENTITY

COUNTY and CONTRACTOR each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act and agree to use and disclose protected health information as required by law. COUNTY and CONTRACTOR acknowledge that the exchange of protected health information between them is only for treatment, payment, and health care operations.

VENDOR ASSURANCE OF COMPLIANCE
WITH THE SOLANO COUNTY
HEALTH & SOCIAL SERVICES
DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

Solano Coalition for Better Health, Inc. agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code sections 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) parts 80, 84, and 91, 7 CFR part 15, and 28 CFR part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and gives assurance that it will immediately take any measures necessary to effectuate this Contract.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and Solano Coalition for Better Health, Inc. gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting the assurance, the Solano Coalition for Better Health, Inc. agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on Solano Coalition for Better Health, Inc. directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

07/12/2019
10:22 AM PDT

Date

744 Empire Street, Suite 210, Fairfield, CA 94533
Address of Solano Coalition for Better Health, Inc.

Aimee Brewer



Director's Signature

(08/13/01)

CR50-Vendor Assurance of Compliance

SOLANO COUNTY

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

Solano Coalition for Better Health, Inc.

Contractor certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement; and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I certify that I am duly authorized legally to bind the Contractor to the above-described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Aimee Brewer

Contractor Signature

07/12/2019
10:22 AM PDT

Date

CHILD ABUSE REPORTING REQUIREMENTS

Section 11166 of the Penal Code requires any child care custodian, medical practitioner, nonmedical practitioner, or employee of a child protective agency who has knowledge of, or observes a child in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects, has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone, and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

I, the undersigned, have read and understand the requirements of Penal Code section 11166 and will comply with its provisions.

I agree to report to my immediate supervisor any suspected child abuse situations of which I am aware and will report directly to the Child Protective Services as necessary.

Signature: Aimee Brewer 

Date: 07/12/2019
10:22 AM PDT



Solano County

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

Agenda Submittal

Agenda #:	17	Status:	Consent Calendar
Type:	Contract	Department:	Sheriff's Office
File #:	19-554	Contact:	Angelica Russell, 784-7064
Agenda date:	07/23/2019	Final Action:	
Title:	Approve a 5 year agreement with Axon Enterprise, Inc. for \$811,096 to lease a body worn camera system which captures and stores audio and video data digitally and includes hardware, software applications, installation, training and support, for the term August 1, 2019 through July 31, 2024; Delegate authority to the Chief Information Officer to execute the agreement and any amendments including changes to terms and conditions, scope of services, and modifications to contract limits not to exceed \$75,000 annually; and Authorize the Sheriff to execute contract amendments which are technical and administrative in nature and remain within budget appropriations		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contract		

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 Sheriff recommends that the Board of Supervisors:

1. Approve a 5 year agreement with Axon Enterprise, Inc. for \$811,096 to lease a body worn camera system which captures and stores audio and video data digitally and includes hardware, software applications, installation, training and support for the term August 1, 2019 through July 31, 2024;
2. Delegate authority to the Chief Information Officer to execute the agreement and any amendments including changes to terms and conditions, scope of services, and modifications to contract limits not to exceed \$75,000; and
3. Authorize the Sheriff to execute contract amendments which are technical and administrative in nature and remain within budget appropriations.

SUMMARY:

Body worn camera systems are the norm in law enforcement and the public expects the accountability and transparency these systems afford. The camera can be worn anywhere on the body and will capture and record real time data securely stored in a data management system for retrieval and review. Implementation of these systems has been shown to improve evidence collection, increase prosecutions, demonstrate patterns of behavior, reduce citizen complaints, assist with internal affair investigations and aid in training.

In July of 2018, the Sheriff's Office participated in a nationwide Axon Enterprise, Inc's (Axon) National Field Trial program. Axon supplied law enforcement agencies across the country with body worn cameras for law enforcement officers and provided 12 months of storage and technical support at no cost. The trial was designed to evaluate product in the field. The cameras and storage system worked extremely well for the Sheriff's Office, providing a viable replacement for our existing body worn camera system.

FINANCIAL IMPACT:

The total cost to lease the Axon body-worn system is \$811,096. The County will make five installment payments annually during the term of the agreement as enumerated below. The first payment, occurring in FY2019/20, is due after receipt of the equipment and subsequent payments are due annually thereafter. The payments include all primary and supporting hardware and replacements, use of Axon Evidence Data Management System, Axon applications, professional services and 24/7 customer support. Board action will not impact the County General Fund as the Sheriff's Office FY2019/20 Adopted Budget includes sufficient appropriation for the agreement. The cost associated with preparing the agenda item is nominal and absorbed by the department's FY2019/20 Adopted Budget.

Year 1	\$162,220.04
Year 2	\$162,219.16
Year 3	\$162,219.16
Year 4	\$162,219.16
Year 5	<u>\$162,219.16</u>
Total	\$811,096.68

DISCUSSION:

The decision of whether or not to deploy body worn cameras is no longer a choice. Our society now expects law enforcement officers to provide video proof in administrative and criminal cases. The Sheriff's Office has utilized body worn camera systems for many years; however, the current system has experienced numerous malfunctions including upload issues due to aging equipment and storage system. In response to these issues, the Sheriff's Office began researching newer systems and eventually chose to participate in a field trial sponsored by Axon.

The one-year trial proved the durability of this system. The system worked well with minimal camera failures. The product is robust, and the company has an eye to the future with significant product upgrades on the horizon which our agreement will enable us to participate in. Their next camera version, soon to be released, includes cellular connectivity, GPS location services and a longer battery life.

The resulting success of the trial, combined with positive reviews from other agencies and implementation of the system by other agencies, convinced the Sheriff's Office to contract with Axon. An agreement with Axon has many benefits; including the primary benefit of leasing the system equipment as the County can receive equipment and system upgrades to ensure the system keeps up with technological advancements. Axon will provide full warranty for camera hardware, Axon will repair or replace any camera and provide complete camera inventory replacements after 30 months and at the conclusion of the agreement. Another benefit is the ability to move data storage from our current on premises servers to Axon maintained cloud servers. The Axon servers meet numerous legal and technical certifications required for secure operations. Additional factors that influenced this decision include:

- Compatibility with neighboring agencies;
- Ability to share information with other users (Law Enforcement agencies and District Attorney's Office) via an online link to specific files;
- Ability to Bluetooth to authorized mobile devices;

- Pre-record buffering;
- 12+ hour battery life;
- Automated uploading via Axon docking stations;
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control;
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg;
- Is compatible with Criminal Justice Information Services requirements (CJIS) and able to support the Sheriff's Office meeting CJIS compliance; and
- ISO 27001 compliant information security program.

Furthermore, this agreement is necessary to assist the Sheriff's Office with complying with the amended section 832.7 of the California Penal Code. Effective July 1, 2019, all body camera images must be made available for public examination under strict timelines. Axon provides redaction software as part of its body worn camera system that will allow Sheriff's staff to efficiently redact audio recordings and blur images, faces, license plates, and other identifiers. The current system does not have redaction capability.

ALTERNATIVES:

The Board of Supervisors could choose not to approve the agreement; however, this alternative is not recommended as non-approval would require the Sheriff's Office to again research options for equipment and data storage. Additionally, a large amount of data is currently stored on Axon Enterprise servers and the county would be required to download the data within 90 days if the agreement were not executed.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved the agreement as to form. The County Risk Manager approved the insurance provision and related liability limits. County Purchasing identified several existing agreements between Axon and other agencies to leverage this agreement. The Department of Information Technology has reviewed this report and concurs with the Sheriff's recommendation.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and Solano County on behalf of its Sheriff's Office ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement, or (b) signature date on the quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

This Agreement governs Agency's purchase and use of the Axon products and services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

1 **Term.** This Agreement begins on the Effective Date and continues for 5 years until terminated pursuant to this Agreement ("**Term**"). New products and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

2 **Definitions.**

"**Axon Evidence**" means Evidence.com and other software, maintenance, and storage provided by Axon for use with Axon Evidence. This excludes third-party applications and my.evidence.com.

"**Products**" means all hardware, software, cloud-based services, and software maintenance releases and updates provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for products and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon pursuant to this Agreement.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable except as provided in Section 15 below. Agency will pay invoices without setoff, deduction, or withholding.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order, unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Products from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges on the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty.**

7.1 **Hardware Limited Warranty.** Axon warrants its law enforcement hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except for Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its accessories for 90-days from date of Agency's receipt. Expanded conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from expiration of the 1-year hardware limited warranty through the extended warranty term. Non-Axon manufactured products



Master Services and Purchasing Agreement

are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured products.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured product during the warranty term, Axon's sole responsibility is to repair or replace the product with the same or like product, at Axon's option. A replacement product will be new or like new and have the remaining warranty of the original product or 90 days from the date of repair or replacement, whichever is longer. When Agency exchanges a product or part, the replacement item becomes Agency's property and the replaced item becomes Axon's property. For support and warranty service visit www.axon.com/support. Before delivering a product for service, Agency must upload product data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained on the storage media or any part of the product.

7.3 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Product use instructions; (b) Products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the Product; (d) force majeure; (e) Products repaired or modified by persons other than Axon without Axon's written permission; or (f) Products with a defaced or removed serial number.

7.3.1 To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.3.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory.

8 Product Warnings. See www.axon.com/legal for the most current Axon product warnings.

9 Design Changes. Axon may make design changes to any Axon product or service without notifying Agency or making the same change to products and services previously purchased by Agency.

10 Insurance. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance. Axon will also maintain Cyber Liability coverage of \$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 Axon under this Agreement.

11 Indemnification. Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a third party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of negligent acts, omissions or willful misconduct by Agency or claims under workers compensation.



- 12 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon products and services, related software, and suggestions to Axon. Axon has and claims proprietary rights in the hardware, firmware, software, and integration of ancillary materials, knowledge, and designs constituting Axon products and services. Agency will not directly or indirectly cause any Axon proprietary rights to be violated.

- 13 **IP Indemnification.** Axon will indemnify Agency Indemnitees from and against all claims, damages, losses, liabilities, reasonable costs and expenses arising out of or relating to any third-party claim alleging that use of Axon Products or services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to Agency or any third party to the extent any alleged infringement or infringement claim is based upon: (a) modification of Axon Evidence by Agency or any third party not approved by Axon; (b) use of Axon Evidence in connection or in combination with hardware or services not approved or recommended by Axon; (c) use of Axon Evidence other than as permitted under this Agreement; or (d) use of other than the most current release or version of any software provided by Axon as part of or in connection with Axon Evidence.

- 14 **Agency Responsibilities.** Agency is responsible for (a) its use of Axon Products; (b) breach of this Agreement or violation of applicable law by Agency or any Agency end user; and (c) a dispute between Agency and a third party over Agency use of Axon Products.

15 **Termination.**

15.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's material breach, Axon will refund prepaid amounts on a prorated basis based on the date of notice of termination.

15.2 **By Agency.** Agency is obligated to pay the fees under this Agreement. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. The date of such termination will be the date Axon receives notice from Agency.

15.3 **Effect of Termination.** Upon any termination of this Agreement, all Agency rights under this Agreement immediately terminate, and Agency remains responsible for all fees incurred prior to the date of termination. The following sections will survive termination: Payment, Warranty, Product Warnings, Indemnification, IP Rights, and Agency Responsibilities. If Agency purchases Products for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.

- 16 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be



Master Services and Purchasing Agreement

understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

17 **General.**

- 17.1 Delays.** Axon will use commercially reasonable efforts to deliver Products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate the delivery with reasonable notice.
- 17.2 Force Majeure.** Neither Party will be liable for any delay or failure to perform under this Agreement due to a cause beyond the Parties' reasonable control, including acts of God, labor disputes, industrial disturbances, utility failures, earthquake, storms, elements of nature, blockages, embargoes, riots, acts or orders of government, terrorism, or war.
- 17.3 Independent Contractors.** The Parties are independent contractors. Neither Party has authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 17.4 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 17.5 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 17.6 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 17.7 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 17.8 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 17.9 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 17.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.



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17.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:


Axon: Axon Enterprise, Inc.
Attn: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com

Agency:
Attn:
Street Address
City, State, Zip
Email

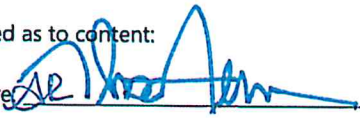
17.12 Entire Agreement. This Agreement, including the Appendices, represent the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

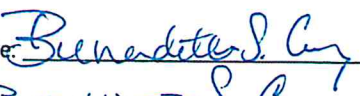
Axon Enterprise, Inc.

Signature: 
Name: Robert Driscoll
Title: VP, ASSOC. General Counsel
Date: 7/9/19

County of Solano

Signature: _____
Name: Timothy P. Flanagan
Title: Chief Information Officer
Date: _____
Approved as to content:
Signature: 
Name: Thomas A. Ferrara
Title: Sheriff-Coroner
Date: July 10, 2019

Approved as to form:

Signature: 
Name: BERNADETTE S. Cury
Title: County Counsel



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Axon Evidence Terms of Use Appendix

- 1 **Axon Evidence Subscription Term.** The Axon Evidence subscription begins after shipment of the Axon body-worn cameras. If Axon ships the body-worn cameras in the first half of the month, the start date is the 1st of the following month. If Axon ships the body-worn cameras in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of the first phase. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term will end upon the completion of the Axon Evidence subscription as documented in the Quote ("**Axon Evidence Subscription Term**").
- 2 **Agency Content.** "**Agency Content**" means software, data, text, audio, video, images or any content Agency end users (a) run on Axon Evidence; (b) cause to interface with Axon Evidence; or (c) upload to Axon Evidence under Agency account or otherwise transfer, process, use or store in connection with Agency account.
- 3 **Access Rights.** Upon Axon granting Agency an Axon Evidence subscription, Agency may access and use Axon Evidence to store and manage Agency Content during the Axon Evidence Subscription Term. Agency may not exceed more end users than the Quote specifies. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**") during the Axon Evidence Subscription Term. Agency may upload non-TASER Data to Axon Evidence Light.
- 4 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end users.
- 5 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
- 6 **Updates.** For Android applications, including Axon View, Device Manager, and Capture, Axon will use reasonable efforts to support previous version of applications for 45 days. If Agency does not update their Android application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.
- 7 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content; (c) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (d) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Evidence.



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Agency is also responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Audit log tracking for video data is an automatic feature of Axon Evidence that details who accesses Agency Content. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content, or if account information is lost or stolen.

- 8 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice so Agency may file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to: (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 9 **Storage.** For Unlimited Axon Evidence body-worn camera subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. Forty (40) GB of storage of non-Axon device data is allowed per user in accordance with the Unlimited Plus subscription. Axon may charge additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 10 **Location of Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.
- 11 **Suspension.** Axon may suspend Agency's or any end user's right to access or use any portion or all of Axon Evidence immediately upon notice, if:
- 11.1. The Termination provisions of this Agreement apply; or
 - 11.2. Agency or end user's use of or registration for Axon Evidence may (a) pose a security risk to Axon Evidence or any third party; (b) adversely impact Axon Evidence, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third party to liability; or (d) be fraudulent.
- Agency remains responsible for all fees and charges incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 12 **Axon Evidence Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Evidence.
- 13 **Axon Evidence Restrictions.** All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;



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-
- 13.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any process to derive any source code included in Axon Evidence, or allow others to do the same;
 - 13.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
 - 13.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
 - 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
 - 13.7. use Axon Evidence to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third party privacy rights; or to store or transmit malicious code.
- 14 **After Termination.** Axon will not delete Agency Content for 90-days following termination. During these 90-days, Agency may retrieve Agency Content only if Agency has paid all amounts due. There will be no functionality of Axon Evidence during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Evidence during this time. Axon has no obligation to maintain or provide any Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Evidence.
- 15 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Evidence.
- 17 **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.



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Professional Services Appendix

1 **Utilization of Services.** Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, additional days are \$2,500 per day. BWC Full Service options include:

System set up and configuration <ul style="list-style-type: none">• Setup Axon View on smart phones (if applicable)• Configure categories and custom roles based on Agency need• Register cameras to Agency domain• Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access• One on-site session included
Dock configuration <ul style="list-style-type: none">• Work with Agency to decide ideal location of Docks and set configurations on Dock• Authenticate Dock with Axon Evidence using admin credentials from Agency• On-site assistance, not to include physical mounting of docks
Best practice implementation planning session <ul style="list-style-type: none">• Provide considerations for establishment of video policy and system operations best practices based on Axon's observations with other agencies• Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management• Provide referrals of other agencies using the Axon camera products and Axon Evidence• Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contracted on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go live training and support sessions <ul style="list-style-type: none">• Assistance with device set up and configuration• Training on device use, Axon Evidence and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go live review

3 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.



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- 4 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 5 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 6 **Site Preparation.** Axon will provide one copy of current user documentation for the Products in paper or electronic form ("**Product User Documentation**"). Product User Documentation will include all required environmental specifications in order for the professional services and related Products to operate in accordance with Product User Documentation. Prior to the installation of Product (whether performed by Agency or Axon), Agency must prepare the location(s) where the Products are to be installed ("**Installation Site**") in accordance with the environmental specifications in Product User Documentation. Following install, Agency must maintain the Installation Site in accordance with the environmental specifications. If Axon modifies Product User Documentation for any Products under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
- 7 **Acceptance.** When Axon completes the professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion of professional services. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or written notification of the reasons for rejection of within 7 calendar days of delivery of the Acceptance Form, Agency will be deemed to have accepted the professional services.
- 8 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

- 1 **Term.** TAP begins after shipment of the hardware covered under TAP. If Axon ships hardware in the first half of the month, TAP starts the 1st of the following month. If Axon ships hardware in the second half of the month, TAP starts the 15th of the following month. ("**TAP Term**").
- 2 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 3 **Spare Product.** Axon will provide Agency a predetermined number of spare Products for hardware items and accessories listed in the Quote ("**Spare Products**"). Spare Products will replace broken or non-functioning units. If Agency utilizes a Spare Product, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair the non-functioning unit or replace with a replacement Product. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Products provided under TAP. If Agency returns the Spare Products to Axon within 30 days of the Spare Product invoice date, Axon will issue a credit and apply it against the Spare Product invoice.
- 4 **Officer Safety Plan Standard.** The Officer Safety Plan Standard ("**OSP Standard**") includes Axon Evidence Unlimited, TAP for Axon body-worn camera and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years ("**OSP Term**"). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a \$0 purchase order.
- 5 **TAP Body-Worn Upgrade.** If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon body-worn camera 3 years after TAP starts ("**Body-Worn Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a Body-Worn Upgrade 2.5 and 5 years after TAP starts. Axon may ship the Body-Worn Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Body-Worn Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency.
 - 5.1. **TAP as a Stand-alone.** If Agency purchased TAP as a standalone, Axon will provide a Body-Worn Upgrade that is the same or like product, at Axon's option. Axon makes no guarantee the Body-Worn Upgrade will utilize the same accessories or Axon Dock. If Agency wants to change product models for the Body-Worn Upgrade, Agency must pay the price difference between the MSRP of the offered Body-Worn Upgrade and the MSRP of the model Agency is acquiring. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Body-Worn Upgrade.
 - 5.2. **OSP or Unlimited TAP.** If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new on-officer video camera of Agency's choice.
- 6 **TAP Dock Upgrade.** If Agency purchased TAP for Axon Dock, Axon Evidence Unlimited, or an OSP,



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Axon will upgrade the Axon Dock with a new Axon Dock ("**Dock Upgrade**"). If Agency purchased 3 years of Dock TAP, Axon will provide the Dock Upgrade 3 years after TAP starts. If Agency purchased 5 years of Dock TAP, Axon will provide a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for body camera compatibility.

Axon may ship the Dock Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Dock Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like product, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock model that is the same or like product, at Axon's option.

If Agency would like to change product models for the Dock Upgrade or change the number of bays, Agency must pay the price difference between the MSRP for the offered Dock Upgrade and the MSRP for the model desired. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Dock Upgrade.

- 7 **Return of Original Product.** If Axon provides a warranty replacement 6 months before the date of a Body-Worn Upgrade or Dock Upgrade, that replacement is the upgrade. Within 30 days of receiving a Body-Worn or Dock Upgrade, Agency must return the original Products to Axon or destroy the Products and provide a certificate of destruction to Axon including serial numbers for the destroyed Products. If Agency does not return or destroy the Products, Axon will deactivate the serial numbers for the Products received by Agency.
- 8 **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 8.1. TAP and OSP coverage terminates as of the date of termination and no refunds will be given. Axon will not provide the free upgrades.
 - 8.2. Agency make any missed payments due to the termination before Agency may purchase any future TAP or OSP.
 - 8.3. If any OSP terminates before the end of the OSP Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.



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Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of development of an integration module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto populate Axon video meta-data with a case ID, category, and location based on data maintained in Agency's CAD or RMS. Agency must purchase Axon Auto-Tagging for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.
- 2 **Support.** After completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes to Services.** Axon is only responsible to perform the services in this Appendix. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency:
 - 4.1. Making available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Making required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Providing access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allowing Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Providing all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly installing and implementing any and all software updates provided by Axon;
 - 4.6. Ensuring that all appropriate data backups are performed;
 - 4.7. Providing assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Providing Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notifying Axon of any network or machine maintenance that may impact the performance of the integration module at Agency; and
 - 4.10. Ensuring reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use, and will provide an initial list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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Axon Fleet Appendix

- 1 **Axon Fleet Axon Evidence Subscription.** The Axon Evidence subscription for Axon Fleet begins after shipment of Axon Fleet hardware. If Axon ships Fleet hardware in the first half of the month, the start date is the 1st of the following month. If Axon ships in the last half of the month, the start date is the 15th of the following month. For phased deployments, the Axon Fleet Subscription begins upon the shipment of the first phase. Subsequent phases will begin upon shipment of that phase. The Axon Fleet subscription term will end upon the completion of the Axon Evidence subscription as documented in the Quote ("**Axon Fleet Subscription**").
- 2 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 3 **CradlePoint.** If Agency purchases CradlePoint Enterprise Cloud Manager, Agency will comply with CradlePoint's end user license agreement. The term of the CradlePoint license may differ from the Axon Fleet Subscription. CradlePoint installation is outside the scope of this Agreement. If Agency requires CradlePoint support, Agency will contact CradlePoint directly.
- 4 **Statement of Work.** If Agency purchases installation services for Axon Fleet, the Statement of Work ("**Fleet SOW**") attached to this Appendix details Axon's deliverables to Agency with respect to the installation of Axon Fleet and any related hardware. Axon is only responsible for performing the services described in the Fleet SOW. Any additional services are out of scope. Axon may subcontract any part of the Fleet SOW to a qualified subcontractor.
- 5 **Third Party Installer.** If Agency (a) installs Axon Fleet and related hardware without "train the trainer" services from Axon; (b) does not follow instructions provided by Axon during train the trainer, or (c) uses a third party to install the hardware (collectively, "**Third Party Installer**"), Axon will not be responsible for Third Party Installer's failure to follow instructions relating to installation and use of Axon Fleet. Axon will not be liable for any degradation in performance that does not meet Axon's specifications or damage to Axon Fleet hardware due to Third Party Installers.
 - 5.1. Axon may charge Agency if Axon is required to (a) replace hardware damaged by Third Party Installer; (b) provide extensive remote support; or (c) send Axon personnel to Agency to replace hardware damaged by Third Party Installer.
 - 5.2. If Agency utilizes Third Party Installer or their own IT infrastructure, Axon is not responsible for any system failure, including, the failure of the Axon Fleet hardware to operate in accordance with Axon's specifications.
- 6 **Wireless Offload Software.**
 - 6.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Software ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Products for the number of licenses purchased. The WOS term begins upon the start of the Axon Fleet Subscription.
 - 6.2. **License Restrictions.** All licenses granted in this Agreement are conditional on compliance with this Agreement and will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not: (a) modify, alter, tamper with, repair, or create



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derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive product or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

6.3. Updates. If Agency purchases WOS maintenance, Axon will make any updates and error corrections to WOS ("**WOS Updates**") available electronically via Internet or media as determined solely by Axon. Agency is responsible for establishing and maintaining adequate Internet access in order to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

6.4. WOS Support. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

7. Wireless Microphone Subscription. The Axon Fleet Wireless Microphone is only compatible with Axon Fleet 2. The Wireless Microphone subscription requires a 5-year term. If this Agreement terminates for any reason before the end of the 5-year term, Agency must pay the remaining MSRP for the Wireless Microphone, or if terminating for non-appropriations, return the Wireless Microphone to Axon.

8. Fleet 2 Unlimited. Both Fleet 2 Unlimited and Fleet 2 Unlimited 60 require a 5-year term. Both offerings provide a 4-year extended warranty on Axon Fleet camera hardware and unlimited Axon Evidence storage for data originating from an Axon Fleet Camera.

9. Fleet 2 Unlimited Upgrade. For Axon Fleet 2 Unlimited, 5-years after the start of the Axon Fleet Subscription, Axon will provide Agency with a new front and new rear Axon Fleet camera that is the same or like product, at Axon's sole option ("**Axon Fleet Upgrade**"). Axon Fleet 2 Unlimited 60 is not eligible to receive an Axon Fleet Upgrade.

After Agency makes the fifth Axon Fleet Unlimited payment, Agency may elect to receive the Axon Fleet Upgrade anytime in the fifth year of the Axon Fleet Subscription. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Products to Axon or destroy the Products and provide a certificate of destruction to Axon, including serial numbers of the destroyed Products. If Agency does not destroy or return the Products to Axon, Axon will deactivate the serial numbers for the Products received by Agency.

10. Spares. Axon will provide Agency a predetermined number of spare Axon Fleet cameras for as listed in the Quote ("**Fleet Spares**"). Fleet Spares will replace broken or non-functioning units. If Agency utilizes a Fleet Spare, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair the non-functioning unit or replace with a



Master Services and Purchasing Agreement

replacement Product.

- 11 **Fleet Unlimited Termination.** If Agency's payment for any Axon Fleet Unlimited program or Axon Evidence is more than 30 days past due, Axon may terminate Axon Fleet Unlimited. Once Axon Fleet Unlimited terminates for any reason, then:
- 11.1. Axon Fleet Unlimited coverage terminates and no refunds will be given.
 - 11.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade Models.
 - 11.3. Axon will invoice Agency the then current MSRP for all Spare Products provided under Axon Fleet Unlimited. If Agency returns Spare Products within 30 days of the invoice date, Axon will issue a credit and apply it against the Spare Product invoice.
 - 11.4. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.
 - 11.5. If Agency purchases Products for less than the MSRP and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.

The "Delta Logo," the "Axon + Delta Logo," Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Evidence, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Axon Signal Sidearm Evidence Sync, TASER, TASER 7, and TASER CAM are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2018 Axon Enterprise, Inc.

Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:



AXON

Denton Autry
dlaury@solanocounty.com

Quotation

Quote: Q-214047-5
Date: 7/10/2019 11:33 AM
Quote Expiration: 8/15/2019
Contract Start Date*: 8/1/2019
Contract Term: 5 years

AX Account Number:
107491

Bill To:
Solano County Sheriff's Office - CA
530 Union Avenue, Suite 100
Fairfield, CA 94533
US

Ship To:
Denton Autry
Solano County Sheriff's Office - CA
530 Union Avenue, Suite 100
Fairfield, CA 94533
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Allen Sliper	(858) 353-3228	asliper@axon.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1

Due Net 30

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
120	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00
120	71026	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00
120	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00
120	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00
20	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,034.20	USD 20,684.00
20	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 42.00	USD 840.00
120	73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR	USD 0.00	USD 0.00
4,800	85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT	USD 0.00	USD 0.00
120	73461	Evidence.com Unlimited Plus License Annual Payment	USD 1,068.00	USD 128,160.00
1	85055	AXON FULL SERVICE	USD 0.00	USD 0.00
Year 1 Tax Amount:				USD 12,536.04
Year 1 Discount:				USD 86,096.00
Year 1 Net Amount Due Including Taxes:				USD 162,220.04

Spares

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
4	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00
4	71026	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00
4	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00
4	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00
Spares Tax Amount:				USD 0.00
Spares Discount:				USD 1,996.00
Spares Net Amount Due Including Taxes:				USD 0.00

Year 2

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
120	73461	Evidence.com Unlimited Plus License Annual Payment	USD 1,247.36	USD 149,683.20
Year 2 Tax Amount:				USD 12,535.96
Year 2 Net Amount Due Including Taxes:				USD 162,219.16

Year 3

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
120	73461	Evidence.com Unlimited Plus License Annual Payment	USD 1,247.36	USD 149,683.20
Year 3 Tax Amount:				USD 12,535.96
Year 3 Net Amount Due Including Taxes:				USD 162,219.16

Year 4

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
120	73461	Evidence.com Unlimited Plus License Annual Payment	USD 1,247.36	USD 149,683.20
Year 4 Tax Amount:				USD 12,535.96
Year 4 Net Amount Due Including Taxes:				USD 162,219.16

Year 5

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
120	73461	Evidence.com Unlimited Plus License Annual Payment	USD 1,247.36	USD 149,683.20
Year 5 Tax Amount:				USD 12,535.96
Year 5 Net Amount Due Including Taxes:				USD 162,219.16

Subtotal	USD 748,416.80
Estimated Tax	USD 62,679.88
Grand Total	USD 811,096.68

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

Axon Enterprise, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at <https://www.axon.com/legal/sales-terms-and-conditions>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____

Date: _____

Name (Print): _____

Title: _____

PO# (if needed): _____

Quote: Q-214047-5

Please sign and email to Allen Sliper at asliper@axon.com or fax to

THANK YOU FOR YOUR BUSINESS!

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Solano County

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

Agenda Submittal

Agenda #:	18	Status:	Consent Calendar
Type:	Contract	Department:	Sheriff's Office
File #:	19-558	Contact:	Angelica Russell, 784-7064
Agenda date:	07/23/2019	Final Action:	
Title:	Approve a 10 year service agreement for \$3,193,210 with Motorola for Core system maintenance and a system upgrade for the term July 1, 2019 through June 30, 2029; Delegate authority to the Chief Information Officer to execute the agreement and any amendments including changes to terms and conditions, scope of services, and modifications to contract limits not to exceed \$75,000; and Authorize the Sheriff to execute contract amendments which are technical and administrative in nature and remain within budget appropriations		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contract		

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 Sheriff recommends that the Board of Supervisors:

1. Approve a 10 year service agreement for \$3,193,210 with Motorola for Core system maintenance and a system upgrade for the term July 1, 2019 through June 30, 2029;
2. Delegate authority to the Chief Information Officer to execute the agreement and any amendments including changes to terms and conditions, scope of services, and modifications to contract limits not to exceed \$75,000; and
3. Authorize the Sheriff to execute contract amendments which are technical and administrative in nature and remain within budget appropriations.

SUMMARY/DISCUSSION:

In 2015, the Solano County Board of Supervisors authorized an expansion and modernization of the Solano County Communications Center. The project included installation of a Motorola Core capable of managing all radio communications within Solano County including traditional VHF systems used by the Sheriff and the cities of Dixon, Vallejo, Suisun City (subscriber) and Rio Vista and trunked 800/700 MHz systems used by the cities of Fairfield and Vacaville. The city of Benicia subscribes to a separate system administered by Alameda County. The project is complete and the goal of establishing a center capable of consolidating public safety dispatching and communicating with all Solano County law and fire agencies was met.

The cities of Fairfield and Vacaville are in the midst of a complete communications system upgrade and will be connecting to the Core. Any city or agency connected to the Core enables the ability for any other connected user to access or share their radio systems. The connections provide redundant (back-up) capability to the users during emergencies or individual failures. The Solano County Communications Center has already provided radio services during outages to two cities without interruption and has hosted other agencies in the expanded center.

Proper maintenance and software upgrades to the Core are essential to public safety in Solano County. The recommended service agreement provides for Core system maintenance and for a system upgrade. The maintenance plan includes 24/7 access to Motorola's service desk to report issues, network event monitoring to ensure continuous management of the system's operational functionality, and technical support to diagnose and resolve performance issues. It also includes onsite support, annual preventive maintenance, self-installed security patches, and network hardware repair and or replacement. The system upgrade includes software and hardware updates and implementation services necessary to maintain the Core communications system, improve system functionality/operation with technology updates, and extend the useful life of the current Core system.

FINANCIAL IMPACT:

Over the last three years, the County has not paid for maintenance and support costs as the Core has been under warranty. The service agreement reflects Year 1 costs of \$251,980, \$110,893 for system maintenance \$141,087 for the system upgrade. Board action will not impact the County General Fund as the Sheriff's Office FY2019/20 Adopted Budget includes sufficient appropriation for the service agreement. The cost associated with preparing the agenda item is nominal and absorbed by the department's FY2019/20 Adopted Budget.

Currently, there is no state or federal funding available for communications maintenance costs. The Office of Emergency Services will look for funding opportunities to offset costs in future years. The cost for the remaining years reflects annual increases and these costs will be included the Sheriff's Office applicable budget requests. The \$47,146 cost difference between Year 1 and Year 2 reflects the pending completion of the new M2 Core project funded by the 2017 Homeland Security Grant. The M2 Core is more expensive to maintain than its predecessor L2 Core.

ALTERNATIVES:

The Board can choose:

1. Not to approve the service agreement; however, this alternative is not recommended as Core system maintenance is critical to system performance and the County's ability to respond during emergency and disaster incidents. The Department of Information Technology's Communications Division does not have the expertise or resources, including staff or appropriations, to perform extended system maintenance. Without a functioning Core the County and all cities connected will be unable to communicate during an emergency. Moreover, non-approval may negatively impact the County's ability to move forward with interoperable communications projects with Solano County cities; or
2. Approve a modified service agreement excluding the system upgrade; however, this alternative is not recommended as radio communications systems are routinely replaced/upgraded every five to seven years to ensure equipment, hardware, and software remain interoperable with technological advancements. Also, this alternative would require the County to expend significant one-time appropriations during the Core replacement year.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved the contract as to form. County Purchasing has approved sole sourcing to Motorola. The Department of Information Technology has reviewed this report and concurs with the Sheriff's recommendation.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

SECTION 1

COVER LETTER



Motorola Solutions, Inc.
10680 Trenea Street, Suite #200
San Diego, CA. 92131
USA

February 13, 2019

Don Ryan
Emergency Services Manager
County of Solano
500 Clay Street
Fairfield, CA 94533

Subject: Astro Core Expansion and WAVE

Dear Mr. McDonald:

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide the County of Solano with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose an upgrade of their existing L2 Core and WAVE Solution.

To best meet the functional and operational specifications of this solicitation, Motorola Solution response includes a combination of hardware, software, and services. Specifically, this solution provides:

- ASTRO 25 L2 Core Expansion to M2 Core
- Upgrade Existing WAVE Solution:
 - (3) WAVE Communication Channels – With Radio System Integration
 - (50) WAVE Mobile Communicators – Android & IOS
 - (1) WAVE Server license
 - (1) ASTRO25 to WAVE Interface License
 - (1) WAVE Radio Gateway Software
 - (1) CryptR for AES 256 encryption
- Motorola professional services to provide a complete deployment

This proposal is subject to the terms and conditions of the Communications System Agreement (CSA), entered into between the County of Solano and Motorola dated March 24, 2016, together with its Exhibits and any additional terms contained in this proposal. This proposal shall remain valid for a period of 120 days from the date of this cover letter. The County of Solano may accept the proposal by delivering to Motorola a purchase order referencing the CSA. Alternatively, Motorola would be pleased to address any concerns County of Solano may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Mike Marraccini, at (916) 201-5670.

We thank you for the opportunity to furnish County of Solano with "best in class" solutions and we hope to continue our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,
Motorola Solutions, Inc.

A handwritten signature in blue ink, appearing to read 'Micah Applewhite'.

Micah Applewhite
MSSI Vice President

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage

on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.



MOTOROLA SOLUTIONS

SERVICE AGREEMENT

1299 E Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

Contract Number:

Contract Modifier:

Date: 25-JUNE-2019

Company Name: County of Solano

Attn.:

Billing Address: 530 Clay St

City, State, Zip Code: Fairfield, CA 94533

Customer Contact: Robyn Rains

Phone: 707-784-7033

P.O.#:

Customer #: 1000819542

Bill to Tag#: 0019

Contract Start Date: 01-JUL-2019

Contract End Date: 30-JUN-2029

Payment Cycle: ANNUALLY

Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		<u>Recurring Services</u>		
	LSV01S00516A	ADVANCED SERVICES		
	Centralized Service	Network Monitoring		
	Centralized Service	Technical Support		
	Centralized Service	Dispatch Service		
	Field Services	Onsite - Regular		
	Field Services	Preventive Maintenance Level 1		
	Repair Management	Infrastructure Repair		
	Security Management	Security Update Service		
	Security Management	Remote Security Update Service Management		
	3PV Maintenance	Nice Post Warranty Maintenance - GOLD LITE		
		SYSTEM UPGRADE AGREEMENT (SUA) II		
	Network Updates	SUA II - SMA		
	Network Updates	SUA II - Hardware		
	Network Updates	SUA II - UO Labor		
	Network Updates	SUA II - Field Labor		
	Network Updates	SUA II - Impact Training		
	Network Updates	SUA II - Implementation Training		

YEAR 1 MAINTENANCE AND SUAI PRICING

ADVANCED SERVICES	110,893.00
SUAI	141,087.00

YEAR 2 MAINTENANCE AND SUAI PRICING

ADVANCED SERVICES	158,039.00
SUAI	141,087.00

YEAR 3 MAINTENANCE AND SUAI PRICING

ADVANCED SERVICES	162,780.00
SUAI	142,793.00

YEAR 4 MAINTENANCE AND SUAI PRICING

ADVANCED SERVICES	167,664.00
SUAI	144,550.00


YEAR 5 MAINTENANCE AND SUAI PRICING

ADVANCED SERVICES	172,694.00
SUAI	146,360.00

		<u>YEAR 6 MAINTENANCE AND SUAI PRICING</u>		
		ADVANCED SERVICES		177,875.00
		SUAI		148,223.00
		<u>YEAR 7 MAINTENANCE AND SUAI PRICING</u>		
		ADVANCED SERVICES		183,211.00
		SUAI		150,144.00
		<u>YEAR 8 MAINTENANCE AND SUAI PRICING</u>		
		ADVANCED SERVICES		188,707.00
		SUAI		152,122.00
		<u>YEAR 9 MAINTENANCE AND SUAI PRICING</u>		
		ADVANCED SERVICES		194,368.00
		SUAI		154,158.00
		<u>YEAR 10 MAINTENANCE AND SUAI PRICING</u>		
		ADVANCED SERVICES		200,199.00
		SUAI		156,256.00
			Total Maintenance	1,761,430.00
			Total SUA II	1,476,780.00
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Grand Total	\$3,193,210.00

Chief Information Officer

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
Timothy P. Flanagan		

CUSTOMER (PRINT NAME)		
	<i>Cust. Sup. Manager</i>	<i>7/3/19</i>
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE

WAYNE WAHLGREN / RON HARMAN	916-605-9544
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE

Company Name : Solano County
Contract Number :
Contract Modifier :
Contract Start Date : 01-JUL-2019
Contract End Date : 30-JUN-2029

Approved as to Content:


Don Ryan, Emergency Services Manager

Approved as to Form:


Bernadette Curry, County Counsel



Solano County

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

Agenda Submittal

Agenda #:	19	Status:	Consent Calendar
Type:	Appointment	Department:	First 5 Solano
File #:	19-552	Contact:	Michele Harris, 784-1332
Agenda date:	07/23/2019	Final Action:	
Title:	Approve the Solano Children's Alliance membership appointment of Jennifer MacKinnon for the term of July 23, 2019 to July 23, 2023; and Approve the appointment of alternates Sara Jones and Neely McElroy for the term of July 23, 2019 to July 23, 2023		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Membership Roster		

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

DEPARTMENTAL RECOMMENDATION:

First 5 Solano/County Administrator's Office recommends the Board of Supervisors approve the Solano Children's Alliance membership appointment of Jennifer MacKinnon for the term of July 23, 2019 to July 23, 2023; and approve the appointments of alternates Sara Jones and Neely McElroy for the term of July 23, 2019 to July 23, 2023.

SUMMARY/DISCUSSION:

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

This item brings forward the following appointments as recommended by the SCA Executive Committee:

- Appointment of Jennifer MacKinnon, Clinical Associate Director, Uplift Family Services to the membership category of Community Based Organization that Provides Services to Families and Youth.
- Appointment of alternate Sara Jones, Operations Manager, for category of Presiding Judge of Juvenile Court or Representative of Juvenile Justice Services (alternate for Candy Pierce).
- Appointment of alternate Neely McElroy, Social Services Administrator-Child Welfare Services for category of Solano County Health & Social Services (alternate for Aaron Crutison).

The proposed appointments are included in the Proposed Membership Roster (Attachment A).

FINANCIAL IMPACT:

The cost associated with preparing this agenda item is nominal and absorbed by the Department's FY2019/20

Adopted Budget. There is no financial impact for this decision; approval will assist the SCA to reach a quorum to conduct their business.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

The membership appointments and alternates have been reviewed and recommended by the Executive Committee of the SCA.

Children's Alliance Membership Roster

<u>Category of Membership</u>	<u>Member/Alternate</u>
Solano County H&SS	Aaron Crutison <i>Proposed Alternate: Neely McElroy</i>
Solano County H&SS	Dr. Shandi Fuller Alternate: Cindy Watson
Solano County Juvenile Probation Department	Julie Musto Alternate: Amy Potter
Local Child Serving Public Agency	Pam Posehn Alternate: Rachel Rico
Presiding Judge of Juvenile Court or Representative of Juvenile Justice Services	Candy Pierce <i>Proposed Alternate: Sara Jones</i>
Solano County Superintendent of Schools Or Designee	Lisette Estrella-Henderson Alternate: Nicola Parr
Local School District or Designee	Stacy Burke Alternate: Cheryl Jones
Solano County District Attorney's Office	Sharon S. Henry Alternate: Angel Aguilar
Community Based Organization that Provides Services to Families and Youth	Jane Johnson Alternate: Michalle Shown-Rodriguez
Community Based Organization that Provides Services to Families and Youth	Maria Guevara Alternate: Francie McInerney-Macmillan
Community Based Organization that Provides Services to Families and Youth	<i>Proposed Member: Jennifer MacKinnon</i> Alternate: Paul Cecchetti
Community Based Organization that Provides Services to Families and Youth	Juan Cisneros Alternate: Debbie Peralez
Community Based Organization that Provides Services to Families and Youth	Robert Tobin Alternate: Alaina Starr
Member at Large - Parents, Grandparents and Consumers	Candice Floyd Alternate: VACANT
Member at Large - Parents, Grandparents and Consumers	Joshua Mallory Alternate: VACANT
Member of the County Board of Supervisors or Designee	Monica Brown Alternate: Kelly Dwyer
Local Law Enforcement	Gloria Diaz Alternate: Ana Isabel Montano
Regional Center	Guadalupe Lopez Alternate: Rafael Hernandez-Perez
Child Care R&R or Child Care Planning Council	Zoe Bartholomew Alternate: Kathy Lago
Community Based Organization that ties to an Ethnic Community	Maurilio Leon Alternate: Angie Lopez



Solano County

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

Agenda Submittal

Agenda #:	20	Status:	Regular Calendar
Type:	Resolution	Department:	General Services
File #:	19-557	Contact:	Megan Greve, 784-7900
Agenda date:	07/23/2019	Final Action:	
Title:	Consider adopting a resolution authorizing the County Administrative Officer to execute all documents necessary to acquire, in a larger joint purchase with the US Fish and Wildlife Service, a 50-acre portion of real property (APN 0067-020-030) located at the northeast corner of Highway 37 and Skaggs Island Road with up to \$400,000 from the Road Fund; Authorize the County Administrator to enter into a funding agreement with the Solano Transportation Authority and the Bay Area Toll Authority to reimburse the Road Fund; and To transfer title to the property upon request for use with the Resilient SR 37 program (4/5 vote required)		
Governing body:	Board of Supervisors		
District:	District 1		
Attachments:	A - Location Map, B - Preliminary Plat Map, C - Preliminary Aerial View Map, D - Resolution, E - Resolution Exhibit A, F - Funding Agreement		

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

DEPARTMENTAL RECOMMENDATION:

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

1. Consider adopting a resolution (Attached) authorizing the County Administrator to execute all documents necessary to acquire, in a larger joint purchase with the US Fish and Wildlife Service, a 50-acre portion of real property (APN 0067-020-030) located at the northeast corner of Highway 37 and Skaggs Island Road with up to \$400,000 from the Road Fund;
2. Authorize the County Administrative Officer to enter into a funding agreement (Attached) with the Solano Transportation Authority and the Bay Area Toll Authority (BATA) to reimburse the Road Fund; and
3. To transfer title to the property upon request for use with the Resilient SR 37 program. (4/5 vote required)

SUMMARY:

On June 11, 2019, the Board adopted a resolution supporting the US Fish & Wildlife (FWS) funding and purchase of a 420-acre parcel, in an effort to incorporate portions of the parcel into the San Pablo Bay National Wildlife Refuge. The resolution contained conditions where the County supported the FWS in this endeavor only if the southern 50-acre portion of the parcel was reserved for future Highway 37 improvements. The FWS

has since received all other approvals and is now waiting on the County to enter into a joint purchase agreement for the 420-acre parent parcel, resulting in the southern 50-acres being owned by the County after acquisition. Staff from the County and FWS have worked to establish a process where the agencies will concurrently purchase the land and record separate parcels after escrow. Public Notice was provided in advance of this meeting as required for the County to purchase real property. In order to transact this real property acquisition, the Board needs to authorize and fund the process by adopting the attached resolution.

FINANCIAL IMPACT:

Acquisition of property by the FWS 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 \$3,047.50 in property taxes. However, the FWS has indicated it may continue to make annual payments to the County, for the portion of land it retains, under the authority of the Refuge Revenue Sharing Act. According to the FWS, payments are calculated based upon the approved value of the FWS land holdings in each County throughout the Country and the exact payment amount is dependent on many variables. The 50-acres of land that the County would retain would reduce annual property tax revenue approximately \$425 based on the proportional split from the parent parcel's \$3,047.50 property taxes. The land is minimally managed but would likely have some related annual staff costs in managing the land.

The County Road Fund has beneficial future revenue alternatives from the land as follows:

- 1) The County could enter into a funding agreement with STA and BATA for reimbursement to the County for the purchase of the land with requirements to hold it for the specific purpose of Highway 37;
- 2) The County could hold the property until the Highway 37 project is financially realized, and sell the property at that time; or
- 3) The County could sell the property at some future date if the Highway 37 project does not transpire.

Staff recommends that the Board enter into the funding agreement (alternative #1, above) as this guarantees reimbursement to the Road Fund for the costs of acquisition, and also ensures the parcel's future availability for use on the Resilient Highway 37 program.

The land has been valued by the FWS at \$7,000 per acre, which is the basis for the purchase price that FWS has offered to the private owners. The County would pay the same price, putting the base cost of acquisition at \$350,000. Other costs related to the real estate transaction, such as escrow fees, title insurance, Phase 1 environmental assessment and prepare of new legal descriptions for the separate FWS and County parcels were included in the total \$400,000 request as part of the Road Funds FY2019/20 Adopted Budget.

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

DISCUSSION:

The FWS manages the San Pablo Bay National Wildlife Refuge, which lies along the north shore of the San Pablo Bay, and includes properties within 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. (FWS) received funding approval from the Migratory Bird Conservation Commission (MBCC), and approval from the Executive Director of the California Fish and Game Commission, to purchase the subject property from private owners. After purchase, the FWS plans to manage and incorporate the land into the San Pablo Bay National Wildlife Refuge.

The FWS has already entered into a purchase agreement to acquire 420 acres of the parent parcel, which is

primarily in Solano County and partially crosses into Napa County. The southern 358 acres is located within Solano County as APN 0067-020-030, with the northern remainder in Napa County. The property is currently tidal marsh lands used for recreational duck hunting. Minimal ecological restoration work by the FWS is anticipated, which would include more tidal circulation in the ponds, improvement of food sources, and reduction of the mosquito population. Once the land is acquired, the potential for public hunting access will be considered by the FWS.

The property is under private ownership and zoned Exclusive - Agriculture 20-acre minimum. The General Plan land use designation is Marsh, and the parcel is not encumbered by a Williamson Act Contract. Developable potential for the property is limited due to soil conditions, flood plain, and environmental constraints. Acquisition and management by the FWS are intended to secure the environmental value of the land.

Staff from the north bay counties, Solano Transportation Authority (STA), and the Metropolitan Transportation Commission (MTC) have been working on a plan over the last few years to improve Highway 37, which is under severe threat of subsidence, tidal erosion, and sea level rise. Staff from the County, STA, BATA, MTC, and FWS have been in regular communication over the last month to effectuate a joint purchase of the larger parent parcel with FWS, which would allow the southern 50-acre portion to be retained for use on the future highway project. Solano County is the appropriate agency to purchase and hold the property because the County can own the real property until such time it is needed for the project. Allowing the federal government to purchase the land for restoration and attempting to acquire the property later would prove extremely difficult.

The 50-acres that the County would retain is currently minimally managed, with access through a locked gate on Skaggs Island Road. While no County investment in the property is anticipated after purchase, there will likely be staff related costs with periodic inspection of the property and interaction with neighboring owners.

ALTERNATIVES:

The Board could choose not to support the resolution and authorizations to acquire the 50-acres. This is not recommended as this would likely result in the 50-acres inclusion into the San Pablo Bay National Wildlife Refuge, which may significantly limit options for the Highway 37 project being currently planned.

OTHER AGENCY INVOLVEMENT:

Staff from Resource Management, STA, BATA and MTC have been involved to facilitate the land purchase as a non-federal acquisition. The FWS has been supportive of this process, understanding that the land involved can become both part of the Refuge and also part of the Highway 37 project.

The County Administrator and County Counsel have 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.



Skaggs Island
Access Road
(120' Wide)

East line of Lands
granted from West
End Land Co. to
Leslie Salt Co. per
(750 O.R. 307)

Lands of Detjen
(Doc. No. 2014-0090967)
&
Lands of Prati
(Book 1185 O.R. Page 253)

LEGEND

--- Acquisition Boundary
--- Existing Parcel Lines
--- Centerline



PRELIMINARY

CalTrans Sta:326+57 (71.21' Right)
Toll Road Sta:327+48.44 (70' Right)
N=175311.23, E=1891750.66

P.O.B.

CURVE	RADIUS	LENGTH	ANGLE
C1	4516.70'	1139.66'	14°27'25"
C2	2484.13'	534.25'	12°19'20"
C3	1517.53'	183.78'	06°56'19"
C4	4930.00'	1244.02'	14°27'28"
C5	2070.83'	445.36'	12°19'20"
C6	1930.83'	261.08'	07°44'50"

Lands of U.S.A.
(Doc. No. 1986-0043215)

CalTrans Survey Centerline of Highway 37
(191 O.R. 283 & 1717 O.R. 610)
See CalTrans Maps R179.4-R179.6

West line of Lands granted
from Bay Land Co. to
Holzworth Gas Turbine Co.
per (723 O.R. 198)

Contextual Exhibit of Acquisition Area

Being a Portion of the
Lands of Detjen and Prati
County of Solano, State of California

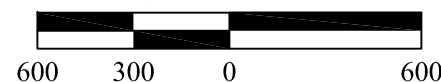
Sousa L & S

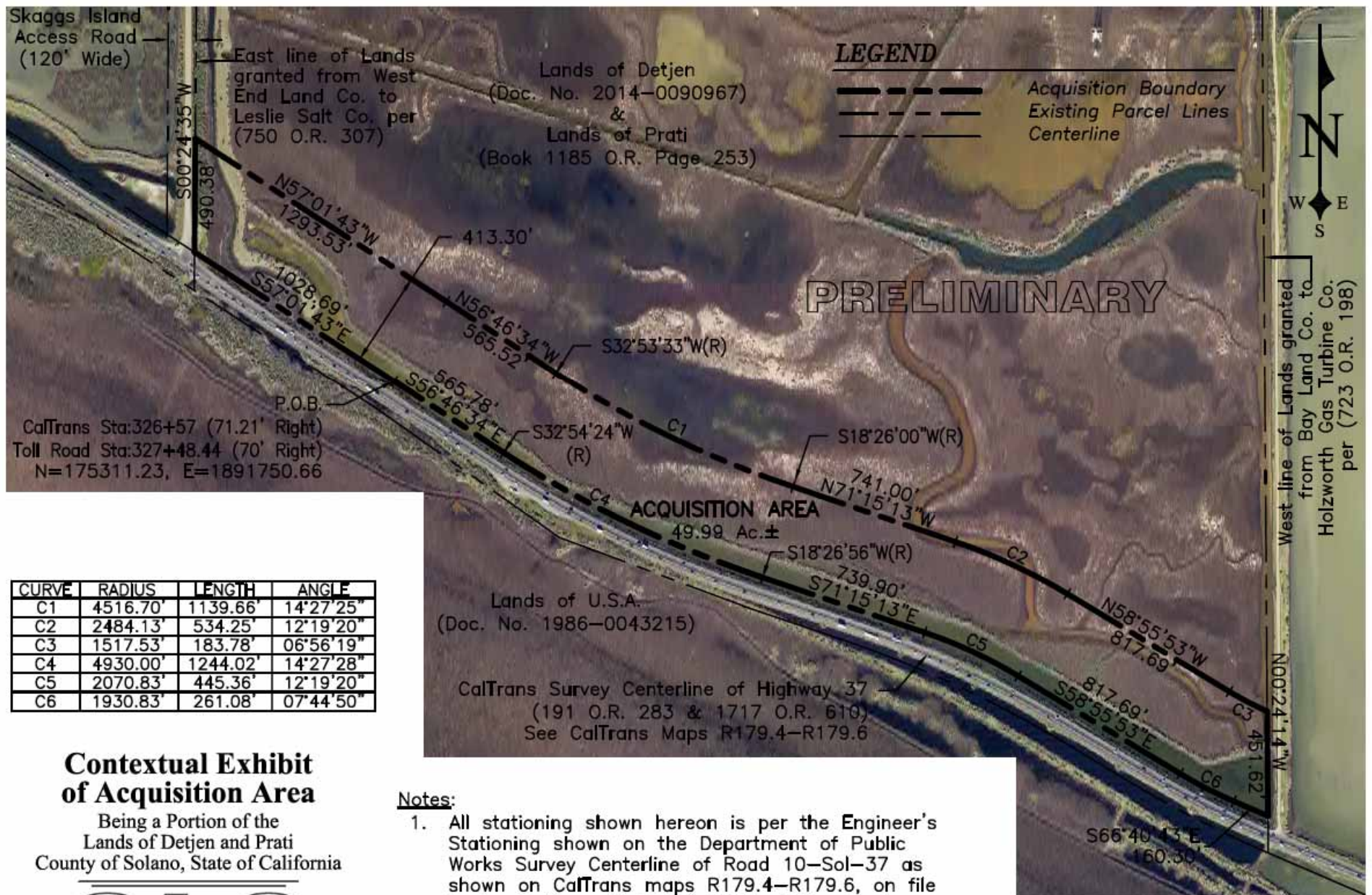
tel 707.425.4300 fax 707.471.0318
1650 N Lincoln St. Dixon, CA 95620
Sheet 1 of 1

Notes:

1. All stationing shown hereon is per the Engineer's Stationing shown on the Department of Public Works Survey Centerline of Road 10-Sol-37 as shown on CalTrans maps R179.4-R179.6, on file in the CalTrans District 4 Right of Way Dept.
2. All bearings and distances shown hereon are based upon Zone 2 of the California State Plane Coordinate System of 1927 (NAD27) as shown on the above referenced CalTrans maps.

Scale: 1" : 600'





CURVE	RADIUS	LENGTH	ANGLE
C1	4516.70'	1139.66'	14°27'25"
C2	2484.13'	534.25'	12°19'20"
C3	1517.53'	183.78'	06°56'19"
C4	4930.00'	1244.02'	14°27'28"
C5	2070.83'	445.36'	12°19'20"
C6	1930.83'	261.08'	07°44'50"

Contextual Exhibit of Acquisition Area

Being a Portion of the Lands of Detjen and Prati County of Solano, State of California

Sousa Land Surveys

tel 707.425.4300 fax 707.471.0318
1650 N Lincoln St. Dixon, CA 95620
Sheet 1 of 1

Notes:

1. All stationing shown hereon is per the Engineer's Stationing shown on the Department of Public Works Survey Centerline of Road 10-Sol-37 as shown on CalTrans maps R179.4-R179.6, on file in the CalTrans District 4 Right of Way Dept.
2. All bearings and distances shown hereon are based upon Zone 2 of the California State Plane Coordinate System of 1927 (NAD27) as shown on the above referenced CalTrans maps.

Scale: 1" : 600'

600 300 0 600

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO EXECUTE ALL DOCUMENTS NECESSARY TO ACQUIRE A 50-ACRE PORTION OF REAL PROPERTY LOCATED AT THE NORTHEAST CORNER OF HIGHWAY 37 AND SKAGGS ISLAND ROAD WITH UP TO \$400,000 FROM THE GENERAL FUND; ENTER INTO A FUNDING AGREEMENT WITH STA AND BATA FOR REIMBURSEMENT OF THE COUNTY GENERAL FUND; AND TRANSFER TITLE TO THE PROPERTY UPON REQUEST OF BATA FOR USE WITH THE RESILIENT SR 37 PROGRAM

Whereas, on June 11, 2019, the Board of Supervisors adopted Resolution No. 2019-130 in support of the United States Fish and Wildlife Service's (Service) acquisition of a portion of parcel APN 0067-020-030, located at the northeast corner of Highway 37 and Skaggs Island Road, and directing staff to work concurrently with the Service on the acquisition of 50 acres of said parcel and bring it back to the Board of Supervisors for final action; and

Whereas, California Government Code section 25350 authorizes the Board of Supervisors to acquire real property; and

Whereas, acquiring the Property is in the best interests of the County and the public; and

Whereas, the purchase of the Property is exempt from CEQA under the commonsense exemption pursuant to title 14 section 15061, subdivision (b)(3); and

Whereas, the proposed funding agreement with STA and BATA will ensure the County General Fund will be reimbursed within 60 days of close of escrow; and

Whereas, the Property will be retained by the County until such time as it is needed for use in the Resilient SR 37 Program.

Resolved, the Solano County Board of Supervisors authorizes the County Administrative Officer to take all necessary steps to execute a Purchase and Sale Agreement to acquire the Property for \$400,000 from the General Fund; to enter into a funding agreement with STA and BATA for reimbursement of the County General Fund; and to transfer title to the property upon request of BATA and/or STA for use with the Resilient SR 37 Program.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on July 23, 2019, by the following vote:

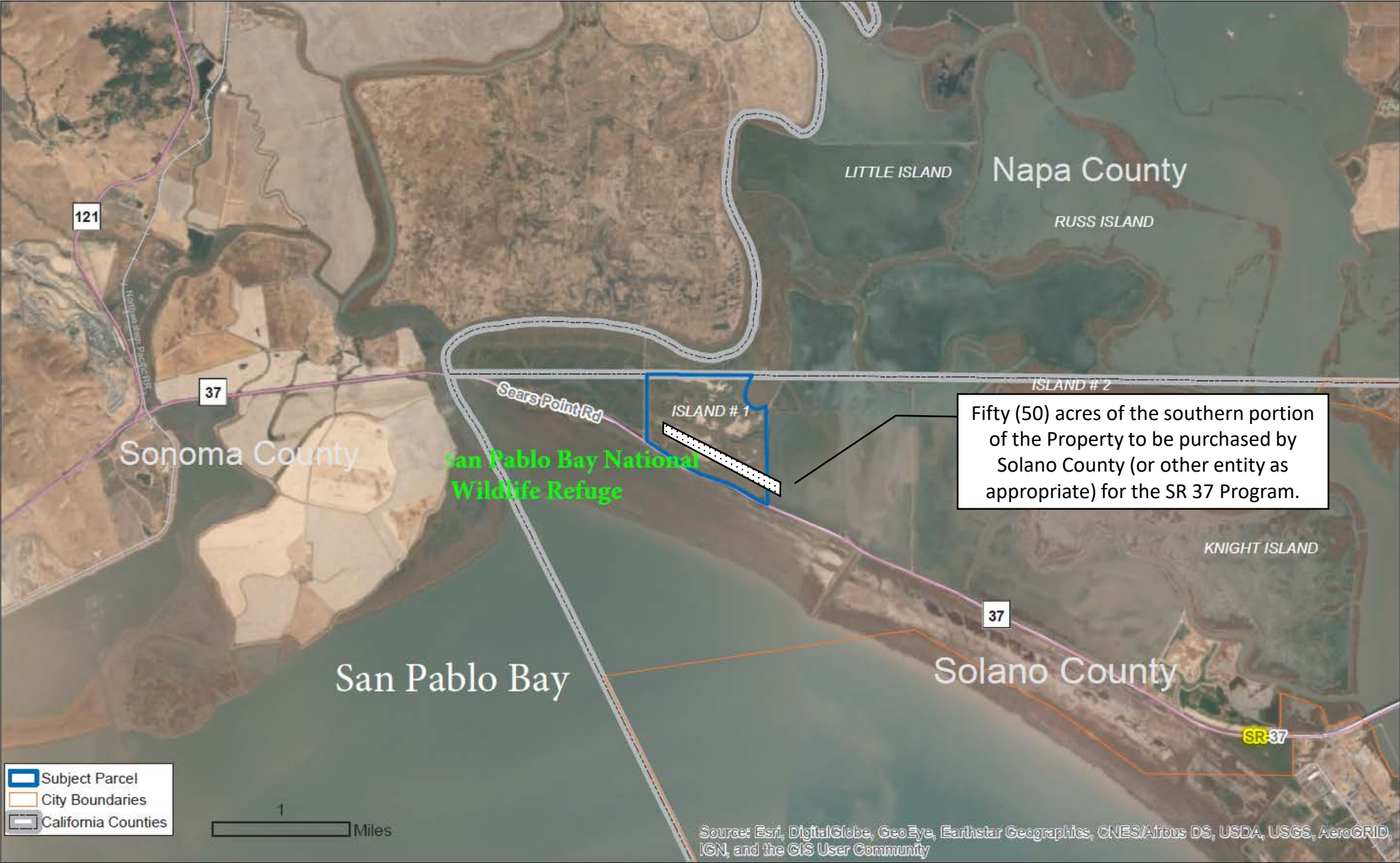
AYES:	SUPERVISORS	_____

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



FUNDING AGREEMENT BETWEEN THE BAY AREA TOLL AUTHORITY,
THE SOLANO TRANSPORTATION AUTHORITY, AND SOLANO COUNTY
FOR THE RESILIENT STATE ROUTE 37 PROGRAM
PROPERTY PURCHASE AND USE AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2019, by and between the Bay Area Toll Authority, (“BATA”), the Solano Transportation Authority (“STA”), and Solano County (“County”) individually referred to as a “Party” and collectively referred to as “the Parties.”

RECITALS

WHEREAS, the Bay Area Toll Authority (“BATA”) was created pursuant to Streets and Highways Code section 30950 et seq.; and

WHEREAS, the Solano Transportation Authority (“STA”) was created pursuant to California Public Utility Code section 180000 et seq.; and

WHEREAS, Solano County is a political subdivision of the State of California; and

WHEREAS, working cooperatively, the STA, BATA, and the California Department of Transportation (“Caltrans”) have developed the Resilient SR 37 Program (“Program”), which aims to address resiliency of transportation infrastructure to sea level rise and flooding, traffic congestion, and opportunities for ecological enhancements, transit, multimodal use and public access along the SR 37 corridor from I-80 to US 101. The Program includes near- and longer-term improvements for a majority of the 20-mile corridor, including the long-term sea level rise vulnerability of a number of low-lying areas throughout the corridor; and

WHEREAS, the U.S. Fish and Wildlife Service (USFWS) identified 487 acres of private property adjacent to SR 37 that USFWS was interested in acquiring property for inclusion in the San Pablo Bay National Wildlife Refuge for conservation purposes only; and

WHEREAS, the County supported USFWS’s acquisition of the purchase on the condition that the County, or other entity as appropriate, be allowed to acquire 50 acres of the property (County Property) to secure the necessary right-of-way for transportation improvements and carrying out the restoration efforts that might qualify as mitigation credits for the Program; and

WHEREAS, the County is willing to initially purchase and hold title to the County

Property until such time as it is needed for the Program on the condition that the County be reimbursed.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree:

Section I

BATA AGREE:

1. BATA shall reimburse County, within sixty (60) days of the close of escrow, the purchase price paid for the 50 acres, estimated at \$7,000 to \$8,000 acre. Purchase price will be calculated using USFWS's final per acre amount. The maximum amount payable to County shall not exceed four hundred thousand dollars (\$400,000) ("Maximum Payment").

Section II

COUNTY AGREES:

1. County agrees to hold the Property until its use is needed for the Resilient SR 37 Program, at which point in time, County will transfer title to the designated entity as directed by STA and BATA.
2. County shall not sell the Property or use it for any purpose. At such time the Property is required for the Resilient SR 37 Program, the County will work cooperatively with the STA/BATA to transfer ownership
3. Within 60 days of the close of escrow, County shall submit an invoice electrically via email to BATA at acctpay@bayareametro.gov, or in writing and delivered or mailed to BATA as follows:

Attention: BATA Accounting Section
Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA 94105

Section III

IT IS MUTUALLY AGREED:

1. The terms of this Agreement shall commence on July 23, 2019 and remain in force and effect until such time as County transfers title to the County Property for the Program.
2. Each party shall indemnify, defend, protect, hold harmless and release the other, its officers, commissioners, directors, representatives, agents, and employees from and

against any and all claims, injuries, suits, demands, losses, proceedings, damages, causes of action, or liability, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure of act of each such indemnifying party, its officers, employees or agents, or subcontractors or any of them in connection with the performance of this Agreement.

3. This Agreement shall bind and benefit the Parties and their heirs, successors, and permitted assigns.
4. The Parties agree to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.
5. This Agreement may not be changed, modified or rescinded except in writing, signed by all Parties, and any attempt at oral modification of this Agreement shall be void and of no effect.
6. All required, reports, demands and notices may be sent by regular mail or electronic mail. Notices that are mailed by regular mail shall be deemed delivered two (2) business days after deposited in the mail. Notices may be personally delivered and shall be deemed delivered at the time delivered to the appropriate address set forth below. Notices delivered by electronic mail shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return electronic mail or other written acknowledgment of receipt); provided that, if such notice is not sent during normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next business day of the recipient. Unless and until notified otherwise in writing, a party shall send or deliver all such communications relating to this Agreement to the following address:

Janet Adams
Solano Transportation Authority
One Harbor, Ste 130
Suisun, CA 94585
jadams@sta.ca.gov

Matt Tuggle
Solano County
675 Texas St., Ste. 5500
Fairfield, CA 94533
MRtuggle@solanocounty.com

Kevin Chen
Bay Area Toll Authority
375 Beale Street, Suite 800
San Francisco, Ca 94105
kchen@bayareametro.gov

7. This Agreement is the entire agreement among BATA, STA, County relating to the subject matter of this Agreement. The Parties acknowledge they have not relied upon any promise, representation or warranty not expressly set forth in this Agreement in executing this Agreement.

8. Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of BATA, STA or County to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
9. No waiver by either party of any default or breach of any covenant by the other party shall be implied from any omission to take action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in such waiver and then such waiver shall be operative only for the time and to the extent stated in such waiver. Waivers of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. No waiver of any provision under this Agreement shall be effective unless in writing and signed by the waiving party.
10. The Parties represent and warrant that they are authorized to execute this Agreement.
11. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the day and year first written above.

BAY AREA TOLL AUTHORITY

SOLANO TRANSPORTATION
AUTHORITY

Therese W. McMillan, Executive Director

Daryl K. Halls, Executive Director

SOLANO COUNTY

Approved as to form:

Birgitta E. Corsello, County Administrator

STA Legal Counsel

Approved as to form



County Counsel



Solano County

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

Agenda Submittal

Agenda #:	21	Status:	Regular Calendar
Type:	Resolution-Presentation	Department:	Sheriff's Office
File #:	19-493	Contact:	Angelica Russell, 784-7064
Agenda date:	07/23/2019	Final Action:	

Title: Receive a presentation from the Sheriff's Office and consider approving a Medication Assisted Treatment (MAT) Program that will be offered in the Solano County jails; Authorize the County Administrator to execute an agreement and any amendments with Health Management Associates to receive \$159,347 in federal pass-through funds under the California Medication Assisted Treatment Expansion Project 2.0, for the period July 2019 through January 31, 2020, to develop a Medication Assisted Treatment program in Solano County jails; Approve, and authorize the Sheriff-Coroner to execute, a Memorandum of Understanding between the Solano County Sheriff's Office, Wellpath, and MedMark Treatment Centers to provide and administer medication to inmate patients under the MAT Program and provide for the continuity of care for inmate patients in custody and upon release; Approve an Appropriation Transfer Request (ATR) of \$159,347 to recognize unanticipated Medication Assisted Treatment grant revenue in FY2019/20 and increase appropriations for related expenditures including the salary and benefits of one limited-term full-time position (4/5 vote required); and Adopt a resolution amending the position allocation list to add 1.0 FTE Limited-term Mental Health Clinician (Licensed) to coordinate the Medication Assisted Treatment program

Governing body: Board of Supervisors

District: All

Attachments: A - Agreement, B - Resolution, C - Memorandum of Understanding, D - White Paper, E - Grant Application and Award Notice, F - Solano Opioid Safety Coalition

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

Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

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

1. Receive a presentation from the Sheriff's Office and consider approving a Medication Assisted Treatment (MAT) Program to be offered in the Solano County jails;
2. Authorize the County Administrator to execute an agreement and any amendments with Health Management Associates to receive \$159,347 in federal pass-through funds under the California Medication Assisted Treatment Expansion Project 2.0 for the period July 2019 through January 31, 2020 to develop a Medication Assisted Treatment program in Solano County jails;
3. Approve, and authorize the Sheriff-Coroner to execute, a Memorandum of Understanding between the Solano County Sheriff's Office, Wellpath, and MedMark Treatment Centers to provide and administer

medication to inmate patients under the MAT Program and provide for the continuity of care for inmate patients in custody and upon release;

4. Approve an Appropriation Transfer Request (ATR) of \$159,347 to recognize unanticipated Medication Assisted Treatment grant revenue in FY2019/20 and increase appropriations for related expenditures including the salary and benefits of one limited-term full time position for July 2019 - June 30, 2021 (4/5 vote required); and
5. Adopt a resolution amending the position allocation list to add 1.0 FTE Limited-Term Mental Health Clinician (Licensed) to coordinate the Medication Assisted Treatment program.

SUMMARY:

Opioid addiction and abuse, stemming in part from a high volume of prescribed opioid painkillers, is a growing problem nationwide, and many call it a crisis. In 2017, a Solano County Grand Jury report called out the risks that opioid use poses to the County, citing the Center for Disease Control's data that between 2009 and 2014, there were 50 opioid deaths in Solano County, of which 48 were the result of misuse of prescription painkillers.

Medication Assisted Treatment (MAT) is a proven method to address opioid addiction and abuse. It is the use of FDA-approved medications, in combination with counseling and behavioral therapies, to provide a "whole-patient" approach to the treatment of Opioid Use Disorders (OUD). MAT has proven effective in preventing deaths due to opioid overdose. It may also be effective in reducing recidivism rates and long-term costs associated with medical care and incarceration.

The Sheriff's Office has received two grants for MAT: 1) \$25,000 approved by the Board on October 2, 2018, to support a County team assembled to address the challenges of inmate opioid use and to develop a MAT implementation plan, which has been expended in support of the development of this proposed program; and 2) a \$159,347 MAT Implementation Grant award for the implementation of a MAT program in the Solano County jails (Board approval requested with this item). The Department will request a time extension and additional funding to support staffing for FY2020/21. At the October 2, 2018, Sheriff's staff committed to returning to the Board at a later date with a proposal to implement MAT in the Solano County jails. Jails are ideal for MAT because they are a safe, controlled environment where treatment and medication are provided consistently.

The proposed plan includes partnering with the Sheriff's Office's medical services contractor Wellpath and local MAT provider MedMark Treatment Centers to provide opioid treatment medication, and hiring a grant funded Limited-Term Mental Health Clinician (Licensed) to coordinate tracking, assessment and placement in the proposed MAT program.

FINANCIAL IMPACT:

The \$159,347 MAT Implementation Grant award provides for the initial implementation of a MAT program in the Solano County jails. The MAT Implementation Grant award does not require matching funds. An ATR for FY2019/20 is necessary to recognize the unanticipated grant revenue and increase appropriations for salary and benefits for the new Mental Health Clinician Limited-Term, training, contracted services, and other operating expenses.

MedMark has received a grant from the California Department of Health Care Services to provide methadone and buprenorphine to eligible inmate patients. At this time, there would be no cost to the County for the FDA-approved medications. Should funding expire and alternative funding not be identified, the terms of the MOU between the Sheriff's Office, Wellpath and MedMark Treatment Centers would be revisited, as would the

proposed MAT Program.

The annualized cost of a Limited-Term Mental Health Clinician (Licensed) is approximately \$135,784 respectively. Although the term of the agreement is through January 31, 2020, the Sheriff's Office will request a time extension of the grant term through 2020, and the Sheriff's staff is pursuing additional grants for FY2020/21 for the position.

The cost associated with preparing the agenda item is nominal and absorbed by the department's FY2019/20 Working Budget.

DISCUSSION:

According to the U.S. Department of Health and Social Services' Substance Abuse and Mental Health Services Administration (SAMHSA), in 2013, an estimated 1.8 million people nationwide had an opioid use disorder related to prescription pain relievers, and about 517,000 had an opioid use disorder related to heroin use.

- From 1999 to 2017, more than 700,000 people died from a drug overdose.
- Around 68% of the more than 70,200 drug overdose deaths in 2017 involved an opioid.
- In 2017, the number of overdose deaths involving opioids (including prescription opioids and illegal opioids like heroin and illicitly manufactured fentanyl) was 6 times higher than in 1999.
- On average, 130 Americans die every day from an opioid overdose

In Solano County, the numbers are reflective of the nationwide crisis. In 2016, 343,000 opioids were prescribed, almost one prescription for each County resident, and 6 out of 7 opioid overdose deaths were caused by prescription opioids. In 2017, the prescription rate was 20% higher than the State average, 625 per thousand in the County and 517 per thousand in the State. 10 County residents died from opioid overdoses.

Long-term opioid use causes changes in the brain's structure and function and results in a chronic brain disease according to the National Academies of Sciences, Engineering and Medicine. MAT, including opioid treatment programs, treats this disease by combining counseling, behavioral therapy, and medications approved by the Federal Drug Administration (FDA) to provide a "whole-patient" approach to treat substance use disorders (SUDs). MAT for opioid addiction is subject to federal legislation, regulations, and guidelines, including the [Drug Addiction Treatment Act of 2000 \(DATA 2000\)](#) <https://www.samhsa.gov/medication-assisted-treatment/legislation-regulations-guidelines> and federal regulations found at [42 CFR 8 http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=3&SID=7282616ac574225f795d5849935efc45&ty=HTML&h=L&n=pt42.1.8&r=PART](http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=3&SID=7282616ac574225f795d5849935efc45&ty=HTML&h=L&n=pt42.1.8&r=PART).

A white paper provides more in-depth information on MAT and may be found in Attachment D. MAT has been clinically effective to alleviate symptoms of withdrawal, reduce cravings, and block the brain's ability to experience the opiate's effect. MAT maintenance has been proven to cut overdose rates in half and decrease rates of HIV and hepatitis C transition. Detoxification (use of medications for 1-3 months), in contrast, increases mortality rates and does not improve long-term outcomes. Research shows that a combination of MAT and behavioral therapies is a successful method to treat OUDs. MAT in correctional settings has been proven to lower mortality on release; the Rhode Island Department of Corrections dropped overdose deaths by 61% within a year of implementing their MAT program (which offers all MAT options - buprenorphine/Suboxone, methadone, and naltrexone/Vivitrol) to inmates. In addition, inmates receiving methadone continuation during incarceration are three times less likely to act out than those in forced methadone withdrawal and are also four times more likely to engage in community treatment after release. Additionally, in May of this year, the United States Court of Appeals for the First Circuit in Boston ruled that a rural Maine jail must provide an inmate with medication to continue her treatment for OUD. Violation of the Americans with Disabilities Act (ADA) and the 8th Amendment was implicated when MAT was not provided in

jail.

In December 2016, SAMHSA released a funding opportunity for states under the State Targeted Response to the Opioid Crisis Grant (Opioid-STR). The purpose of the grant is to address the opioid crisis by improving access to treatment, reducing unmet treatment need, and reducing opioid overdose related deaths through the provision of prevention, treatment, and recovery activities for OUD. The State of California was awarded an Opioid-STR grant and created California's sub-grant program, the California Medication Assisted Treatment Expansion Project. Health Management Associates (HMA), a leading independent national research and consulting firm in the healthcare industry, was awarded the California sub-grant and administered sub-grants to local government agencies under the MAT Learning Collaborative Grant. Solano County was awarded \$25,000 to support a County team assembled to address the challenges of inmate opioid use and to develop a MAT implementation plan.

The team was comprised of representatives from the Sheriff's Office as well as the County Administrator's Office, the Department of Health and Social Services, the Probation Department, the Superior Court of California, County of Solano, the Solano Coalition for Better Health/Solano Opioid Safety Coalition, Wellpath, and MedMark Treatment Centers. The County team attended in-person learning collaboratives to better understand how MAT has been implemented in other jails and jurisdictions, best practices in criminal justice settings, and plan development; participated in monthly coaching calls, webinars, and podcasts; and consulted with advisory groups. After attending the learning collaboratives, the team is recommending that Solano County develop inmate access to MAT while in custody.

Solano County's MAT implementation plan includes the development and implementation of opioid use disorder screening, assessment, and treatment protocols; MAT training for Custody Division staff and the County's criminal justice partners (i.e.; contracted medical, mental health, and substance abuse providers; and community-based organizations); and the development and implementation of release protocols.

The proposed program, which would initially be located at the Justice Center Detention Facility with the possibility to expand to the Claybank and Stanton Detention Facilities in future, includes a partnership between the Sheriff's Office, its contract medical services provider Wellpath, and MedMark Treatment Center Fairfield. MedMark, an authorized opioid treatment provider in Solano County, is federally certified, state licensed, and accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF). CARF accreditation signals a service provider's commitment to continually improving services, encouraging feedback, and serving the community. MedMark currently offers MAT for opioid addiction through the use of medication and support services on an outpatient basis. Through the proposed MOU (Attachment C) between the Sheriff's Office, Wellpath and MedMark, MedMark would provide methadone and buprenorphine at no cost to those already receiving MAT upon booking/incarceration. Wellpath will obtain all proper authorizations for the patient inmates, ensure proper security and dispensing of medications, and monitor the health of the inmates on the MAT program. The proposed MOU outlines the responsibilities of each agency. Wellpath already provides MAT in other facilities and has draft policies and procedures (Attachment E).

In addition to the regularly prescribed medications, SAMHSA has provided funding to DHCS to combat opioid overdose-related deaths throughout California through the Naloxone Distribution Project (NDP). The NDP aims to address the opioid crisis by reducing opioid overdose deaths through the provision of free naloxone, which can reduce the effects of an overdose in an emergency situation. Deputy Sheriffs working in the field and Correctional Officers in the jails will all receive training through NDP and have Naloxone available to administer in the case of an overdose when time is critical to prevent fatalities. Naloxone is a life-saving medication that reverses an opioid overdose while having little to no effect on an individual if opioids are not present in their system. Naloxone works by blocking the opioid receptor sites, reversing the toxic effects of the overdose. Naloxone is not a controlled substance, has few known adverse effects, and no potential for abuse.

The Sheriff's Office was awarded another grant from HMA, a \$159,347 MAT Implementation Grant for the

period of March 14, 2019 through January 31, 2020 (to include a no cost extension if needed) to implement a MAT program. The Sheriff's Office and stakeholders are in support of continuing the County's MAT efforts with the implementation plan. With Board approval to execute the sub-grant agreement with HMA, the County is recognizing the widespread impact of opioid abuse and the means to address this abuse within the County jails. The grant will cover salary and benefits for the new Limited-Term Mental Health Clinician to serve as the MAT Coordinator working with the County's criminal justice partners to develop protocols, coordinate training, establish policy and procedures, and capture MAT program data, as well as some training, contracted services, and other operating expenses.

Implementing MAT in the Solano County jails would not only decrease the number of preventable deaths from opioid overdoses, it may also decrease disciplinary issues among inmate patients and resulting injuries to staff, and may reduce recidivism rates upon release back into the community.

ALTERNATIVES:

The Board of Supervisors could choose:

1. Not to approve the MAT Program; however, this is not recommended because it is an evidence-based solution to reduce the number of opioid-related overdose deaths, it may reduce disciplinary issues during incarceration and reduce recidivism upon release, and may be required under the Americans with Disabilities Act; and/or
2. Not to approve the sub-recipient grant agreement; however, this alternative is not recommended as the County would not be eligible to receive the MAT grant award to address the growing opioid crisis within the jail facilities. Moreover, without grant funding, the Sheriff's Office would be unable to provide inmates with necessary opioid treatment services that may become a barrier in their efforts not to recidivate; and/or
3. Not to approve the MOU; however, this alternative is not recommended as MedMark and Wellpath have experience in providing MAT to inmates and would be valuable collaborators in the County's efforts to combat the opioid abuse crisis.

OTHER AGENCY INVOLVEMENT:

The agreement with HMA and the MOU between the Sheriff's Office, Wellpath, and MedMark Treatment Centers have been reviewed and approved as to form by County Counsel. The County Risk Manager has reviewed applicable liability provisions. The Department of Human Resources has prepared the position allocation resolution.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

California Medication Assisted Treatment Expansion Project 2.0

Memorandum of Understanding

MOU Number: 2019-020

Contract Title: Implementation Grant: MAT in County Criminal Justice Settings

THIS AGREEMENT (the “**Agreement**”), shall be effective this March 14, 2019 through January 31, 2020 (the “**Term**”).

BY AND BETWEEN Solano County on behalf of its Sheriff’s Office

(the “**Applicant Agency**”) and Health Management Associates, Inc. (the “**Sub-Recipient**” and, together with Applicant Agency, the “**Parties**” and each a “**Party**”), created under laws governing the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (“**SAMHSA**”) and the State of California, Department of Health Care Services (“**DHCS**”).

WHEREAS, the Sub-Recipient is the subrecipient of the State Targeted Response to the Opioid Crisis Grant awarded by SAMHSA to DHCS (the “**STR Opioid Grant**”) pursuant to an agreement between DHCS and the Sub-Recipient (the “**DHCS Agreement**”);

WHEREAS, under the DHCS Agreement, Sub-Recipient will distribute grants of varying amounts up to \$4 million aggregate from the STR Opioid Grant to each participating California county, for the purpose of implementing specific and approved strategies to expand access to medication assisted treatment of opioid addiction in the county’s jail(s) and drug court(s) (the “**Distribution Purpose**”).

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. GRANT AMOUNT AND INTENT: Solano County Sheriff’s Office has opportunity to receive up to \$159,347 from the Sub-Recipient under the STR Opioid Grant and DHCS Agreement to develop capacity to maintain detainees on buprenorphine and methadone through hub and spoke arrangements with MedMark and with cooperation from the jail health services provider Wellpath, and to develop a program to distribute naloxone to eligible offenders at release. Specifically, grant activities will include hiring a mental health clinician to serve as MAT coordinator working with MedMark, Wellpath, Healthright360, and community providers; developing SUD screening and assessment processes; developing protocols for MAT administration; training jail medical, custody, mental health and SUD staff; developing a data base to capturing MAT program data, and developing a naloxone training and distribution program.
2. APPLICANT AGENCY OBLIGATIONS: To be eligible to receive the funds specified in Section 1, the Applicant Agency must comply with the requirements of this Agreement, including any participation requirements contained in *Exhibit A: Application for Grant Funds: Expanding Access to MAT in County Criminal Justice Settings*, the STR Opioid Grant, and the Sub-Recipient Agreement (which are provided in a separate document and incorporated as part of this Agreement) and any applicable federal, state, and local laws. Applicant Agency is expected to spend any funds received under this Agreement by January 31, 2020.

Applicant Agency must submit the following, as specified in Exhibit A: (a) monthly statistics; (b) an Interim Project Status Report and Financial Report by July 26, 2019; and (c) a Final Project Report and Financial Report within 30 days following the project end date. The Sub-Recipient will provide the Applicant Agency with a template Interim Project Status Report by June 28, 2019.

The Applicant Agency identifies the following entity information and representatives:

Entity's Legal Name	Solano County Sheriff's Office
Doing Business As (if applicable)	NA
Street Address	530 Union Avenue, Suite 100
City, State, Zip	Fairfield, CA 94533
Mailing Address, if different	NA

Primary Grant Director	Authorized Signatory	Contract Representative
<i>Individual leading implementation of the grant</i>	<i>Individual authorized to sign on behalf of applicant agency</i>	<i>Individual responsible for agreement processing and negotiation</i>
Renee L. Smith, LCSW	Birgitta E. Corsello	Lisa M. Donahue
Criminal Justice Program Services Manager	County Administrator	Staff Analyst
rlsmith@solanocounty.com	becorsello@solanocounty.com	lmdonahue@solanocounty.com
707-784-4813	707-784-6100	707-784-7049

3. **DISTRIBUTION OF FUNDS:** The Sub-Recipient will pay half of the grant amount (\$79,673.50) to the Applicant Agency following execution of this Agreement and upon receipt of funds from DHCS. Distribution of the second half of the grant amount is subject to the Sub-Recipient's receipt and approval (in the Sub-Recipient's sole discretion) of the Interim Project Status Report and Financial Report. The Sub-Recipient will disperse the second half of the grant amount to the Applicant Agency by August 16, 2019, contingent upon receipt of funds from DHCS. If the Sub-Recipient, in its sole discretion, determines that the Applicant Agency has not fulfilled the requirements of this Agreement, then Sub-Recipient shall withhold the second distribution of funds to the Applicant Agency.
4. **REPAYMENT OF FUNDS:** In the event the Applicant Agency spends funds distributed under this Agreement in a manner inconsistent with the Distribution Purpose or otherwise is violation of this Agreement, the Applicant Agency agrees to repay the Sub-Recipient any funds distributed under this Agreement.
5. **RECORDKEEPING; REPORTING; AUDIT AND AVAILABILITY OF APPLICANT AGENCY RECORDS:** The Applicant Agency shall keep such records as necessary to demonstrate compliance with this Agreement. The Applicant Agency shall submit reports in such quantity and frequency as determined by the Sub-Recipient demonstrating its compliance with the requirements of this Agreement. The Parties agree that to comply with audit provisions applicable to federal subrecipients under 45 C.F.R. § 75.216 and under the DHCS Agreement. If applicable, the Applicant Agency will complete and submit

such documentation requested by the Sub-Recipient to assure compliance with any applicable audit requirements. The Applicant Agency agrees to retain all books, records, and other documents relative to this Agreement for at least three (3) years following final payment under this Agreement, unless any litigation, claim, financial management review, or audit is started before the expiration of the three (3)-year period, in which case the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Applicant Agency agrees to make such records available for review to the Sub-Recipient, SAMHSA, the Office of Inspector General for the United States Department of Health and Human Services, the Comptroller General of the United States, DHCS, or any of their respective authorized representatives.

6. NOTICE: All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each a "Notice") shall be in writing and addressed to: (a) Sub-Recipient at 88 Kearny Street, Suite 1800, San Francisco, CA 94108; or (b) the Applicant Agency at 530 Union Avenue, Suite 100 Fairfield, CA 94533. The Parties may update their respective addresses from time to time by providing a Notice in accordance with this Section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.
7. LIABILITY. Each Party is responsible for its own acts or omissions and the negligent acts and omission of its respective employees, personnel, and agents, to the greatest extent allowed by law. The Applicant Agency shall promptly notify the Sub-Recipient of any claim against the Applicant Agency that relates to the Applicant Agency's performance under this Agreement.
8. DEBARMENT AND SUSPENSION. The Applicant Agency certifies, to the best of its knowledge and belief and after reasonable due diligence, that its principles and key personnel:
 - a. Are not presently suspended, debarred, declared ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency;
 - b. Within the three (3)-year period preceding the execution of Agreement, have not been convicted of, or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;
 - ii. Violation of a Federal or State antitrust statute;
 - iii. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - iv. False statements or receipt stolen property.
 - c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above.
 - d. Within a three (3)-year period preceding the execution of this Agreement, have not had any public transaction (Federal, State, or local) terminated for cause or default.
9. ENTIRE AGREEMENT: This Agreement, together with any other documents incorporated by reference, including Exhibit A, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous

understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

10. AMENDMENT: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party to this Agreement, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance.
11. GOVERNING LAW: This Agreement and all related documents, including all appendix, exhibits, or schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.
12. SEVERABILITY: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
13. EXECUTION IN COUNTERPART: This Agreement may be executed in multiple counterparts and by e-mail or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

(SIGNATURES BELOW)

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative on the day and year written below:

APPLICANT AGENCY:


Solano County Sheriff's Office

By: _____
(SIGNATURE)

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM
Office of County Counsel
By: 
Date: 7/19/19

SUB-RECIPIENT:

HEALTH MANAGEMENT ASSOCIATES, INC.

By: 
(SIGNATURE)

Name: Kelly Johnson

Title: Vice President

Date: 3/18/2019

RESOLUTION NO. 2019 - _____

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


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

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

Department	Budget Unit	Class No.	Position Control No.	Class Title	Effective Date	Departmental Total Positions			
						Allocated	Filled	Proposed	Change
Sheriff – Operations	6595	333190	NEW	Mental Health Clinician (Licensed) LT to 06/30/20	7/1/19	0.0	0.0	1.0	1.0



Director of Human Resources



Date

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

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____
EXCUSED: SUPERVISORS _____

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

ATTEST:

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Jeanette Neiger, Chief Deputy Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SOLANO COUNTY SHERIFF'S OFFICE, WELLPATH, AND
MEDMARK TREATMENT CENTERS**

THIS MEMORANDUM OF UNDERSTANDING (MOU), entered into this 23rd day of July, 2019, is by and between the SOLANO COUNTY on behalf the SOLANO COUNTY SHERIFF'S OFFICE (COUNTY), WELLPATH (WELLPATH), and MEDMARK TREATMENT CENTERS FAIRFIELD (MTC), each individually referred to as a Party and collectively, as the Parties.

WHEREAS, an average of 65% of the persons incarcerated in the Solano County Detention Facilities suffer from a Substance Use Disorder (SUD); and

WHEREAS, 25% have an Opioid Use Disorder (OUD); and

WHEREAS, it is the COUNTY's desire to continue the Medication Assisted Treatment (MAT) of incarcerated persons already receiving MAT upon booking/incarceration in the Solano County Detention Facilities (currently the Justice Center Detention Facility but reserving the right to expand it to the other Facilities in future); and

WHEREAS, as the COUNTY's contracted in-custody medical provider in the Detention Facilities, WELLPATH, would be responsible for providing the continuity of care for such inmate patients and to help coordinate their care both in custody and upon release; and

WHEREAS, MTC is an authorized Solano County Opioid Treatment Provider, with funding from the California Department of Health Care Services (DHCS) MAT Hub and Spoke System available to them to provide and administer methadone and buprenorphine (MEDICATIONS) to inmate patients while in custody; and

WHEREAS, it is to the parties' mutual benefit that the coordination of care for inmate patients be shared in the Solano County Detention Facilities and during their transition back to the community upon release.

NOW THEREFORE, it is mutually agreed as follows:

1. MTC Responsibilities:

- a. MTC shall not charge any fee to, or claim reimbursement from, any inmate patient or third-party payers for the services provided hereunder. Should MTC's grant funding expire and is not replaceable, all parties agree to revisit the terms of this MOU.
- b. MTC will complete all necessary verifications between partner clinics, MTC, and other clinic providers for incarcerated persons requesting continuance of MEDICATIONS.

- c. MTC will comply with COUNTY requirements to provide medication for all eligible incarcerated persons with liquid concentrate or tablets dissolved in liquid form.
- d. MTC will provide MEDICATIONS and staff nurse to deliver MEDICATIONS daily, Monday through Friday. The delivery on the last business day before a weekend or holiday shall include sufficient quantities of MEDICATIONS to provide prescribed doses throughout the following non-business day(s).
- e. MTC will provide Chain of Custody Record Solano County Incarcerated Patient form to WELLPATH. Both MTC and WELLPATH will retain copies and store them according to Drug Enforcement Agency requirements.

2. WELLPATH Responsibilities:

- a. Upon obtaining appropriate authorization to release information forms, WELLPATH will communicate with MTC staff as needed pertaining to the mental health and medical care of patients (diagnoses, medication, course of treatment, current and past symptom presentation).
- b. WELLPATH will get a Signed Consent and Release of Information from Inmate/Patient Treatment and Release of Information form and send via facsimile to the attention of the dispensing staff along with a daily list to MTC staff of all persons who require MEDICATIONS, specifically what type of medication. The form may also be sent via e-mail if encrypted.
- c. WELLPATH will ensure that all MEDICATIONS are given at the direction of WELLPATH authorized staff upon verification and will notify MTC if problems arise.
- d. WELLPATH will secure MEDICATIONS in a locked cabinet or similar secure location where prescribed narcotics are currently stored that is not accessible to incarcerated persons or correctional staff.
- e. WELLPATH will notify COUNTY's Correctional staff that inmates have been administered MEDICATIONS and must be secluded for approximately 15 to 20 minutes and observed until all MEDICATIONS are dissolved.

3. COUNTY Responsibilities:

- a. The COUNTY will assign staff to serve as a MAT Coordinator to coordinate intake and in-custody MAT placement, conduct transition planning, assess program progress, collect data, and serve as a liaison with all partners in-custody and in the community.

- b. The COUNTY will conduct the clearance process for all MTC staff assigned to duties at the Detention Facility.
- c. The COUNTY will assist with Detention Facility access through the Sally Port for MTC staff assigned to Detention Facility duties on an as-needed basis to deliver MEDICATIONS. The COUNTY retains the right to restrict access as appropriate in case of emergencies or other situations as deemed by the Sheriff-Coroner or his designee.
- d. The COUNTY will facilitate monthly MAT Program Meetings to discuss progress, barriers, and successes.

4. Mutual Responsibilities:

- a. All parties agree that WELLPATH will retain primary medical authority for all aspects of each inmate patient's health care throughout their term of incarceration.
- b. MTC and WELLPATH will comply with the COUNTY's jail access requirements and ensure that all staff who may be accessing Detention Facilities maintain an active clearance status with the COUNTY.
- c. WELLPATH and MTC will meet weekly to discuss the inmate patients' medical care, develop a case plan, and establish linkages to community resources upon discharge/release from the Detention Facility.
- d. All parties agree to participate as needed to ensure all inmate patients have a written plan upon release with details of continuing treatment.
- e. All parties will attend all administrative meetings as designated by the COUNTY.

5. General Terms

- a. The term of this MOU is for the period starting (**July 23, 2019 and ending July 30, 2022**) unless sooner terminated in accordance with the terms of this MOU.
- b. This MOU may be terminated by the COUNTY, MTC, WELLPATH at any time with or without cause, upon 30 days written notice.
- c. Indemnification and Insurance
 - i. Each party (the Indemnifying Party) agrees to indemnify, hold harmless and assume the defense of the other Parties from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from the Indemnifying

Party's operations or from any persons directly or indirectly employed by, or acting as agent for, Indemnifying Party's, excepting the sole negligence or willful misconduct of the other Parties.

- ii. Each Party agrees to maintain the following insurance:
 - 1) General liability insurance, with minimum limits \$2,000,000 per occurrence, for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to services rendered under this MOU or the general aggregate limit shall be twice the required occurrence limit.
 - 2) Automobile Liability with a minimum limit of \$1,000,000 per accident.
 - 3) Professional Liability with a minimum limit of \$2,000,000 combined single limit and in the aggregate. This policy shall remain in full force and effect for no less than 3 years following the termination of this MOU.
 - 4) Each Party's insurance will be considered primary for all claims arising out of acts of that Party.
- iii. Each Party will maintain Workers' Compensation as required by law for all its employees. Neither Party's insurance shall be called upon to satisfy any claim for workers' compensation filed by an employee of the other Party.

d. Confidentiality

- i. All parties shall prevent unauthorized disclosure of names and other client identifying information, except statistical information not identifying a particular client.
- ii. All parties shall not use client specific information for any purpose other than carrying out its obligation under this MOU.
- iii. For purpose 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.

e. Health Insurance Portability and Accountability Act (HIPAA)

All Parties consider and represent themselves as covered entities, and as such, desire to meet their obligations to safeguard Protected Health Information under: (i) the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and the Security Standards ("Security Rule") published by the U.S. Department of Health and Human Services ("DHHS") at 45 CFR parts 160 through 164 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); (ii) the additional Privacy and Security Rule requirements pursuant to Subtitle D of the Health

Information Technology for Economic and Clinical Health Act ("HITECH"), including 45 CFR Sections 164.308, 164.310, 164.312, and 164.316, as amended from time to time; and (iii) the confidentiality requirements for alcohol and drug abuse patient records ("Drug Treatment Records") under 42 CFR Part 2, and any and all other applicable laws and regulations.

All parties certify that they will provide each participating staff member the HIPAA training required prior to the staff member beginning work under this MOU and shall abide by and implement its statutory requirements.

- f. Non-discrimination. All parties 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 and mental disability, race, religion or sexual orientation.
- g. Notice. Any notice necessary to the performance of this MOU shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

Solano County Sheriff's Office
530 Union Avenue
Fairfield, CA 94533

WellPath
3911 Sorrento Valley Blvd.
San Diego, CA 92121

MedMark Treatment Centers
1143 Missouri Street
Fairfield, CA 94533

The parties have executed this Memorandum of Understanding by their duly authorized officers in the County of Solano, State of California as of the date first written above.

SOLANO COUNTY SHERIFF'S OFFICE

WELLPATH

By: _____
Thomas Ferrara
Sheriff-Coroner

By: _____
(Name, Title)

APPROVED AS TO FORM:

MEDMARK TREATMENT
CENTERS FAIRFIELD

By:  _____
County Counsel

By: _____
(Name, Title)

MEDICATION ASSISTED TREATMENT (MAT)

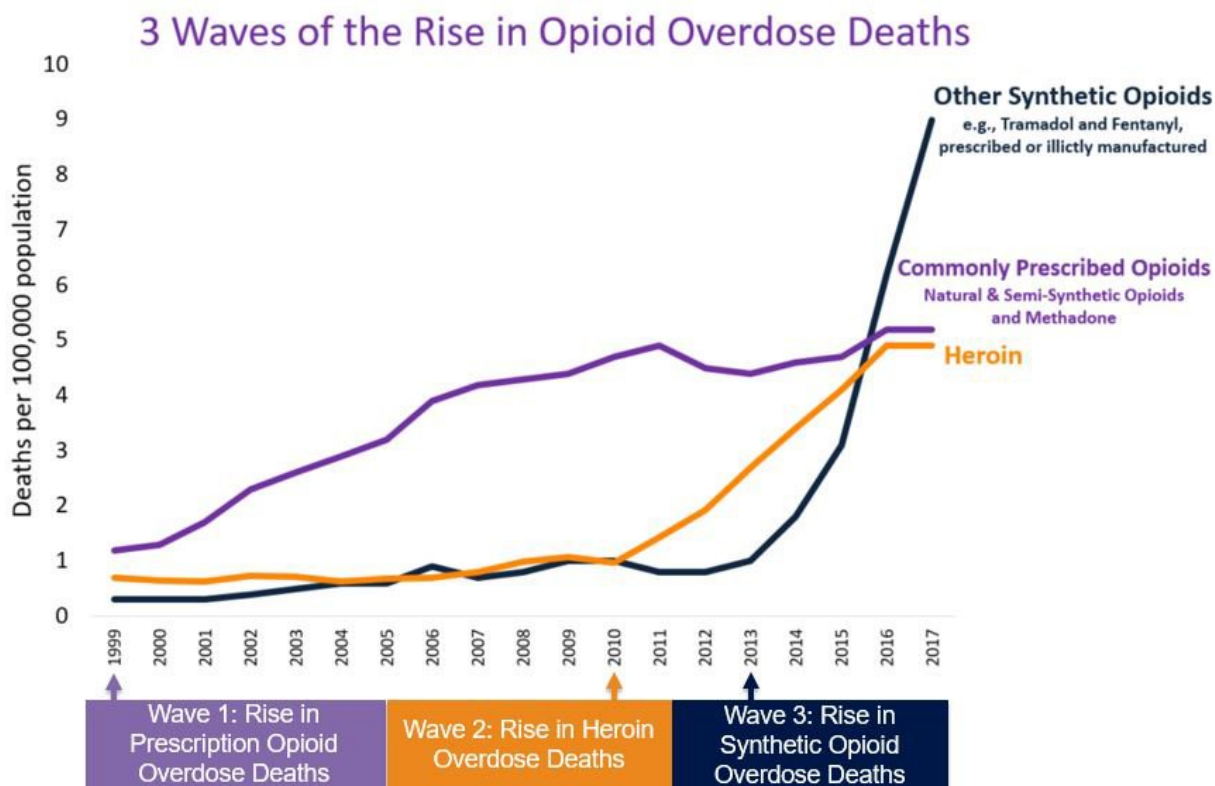
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INTRODUCTION

News media are full of headlines about the opioid crisis becoming more prominent throughout the nation. Opioids include more than just the commonly known illegal drugs such as heroin and fentanyl, but include many legal prescription painkillers, including oxycodone and hydrocodone (also known by the brand names OxyContin® and Vicodin® respectively), codeine, and morphine. According to the Centers for Disease Control and Prevention, deaths from drug overdose continue to rise in the United States:

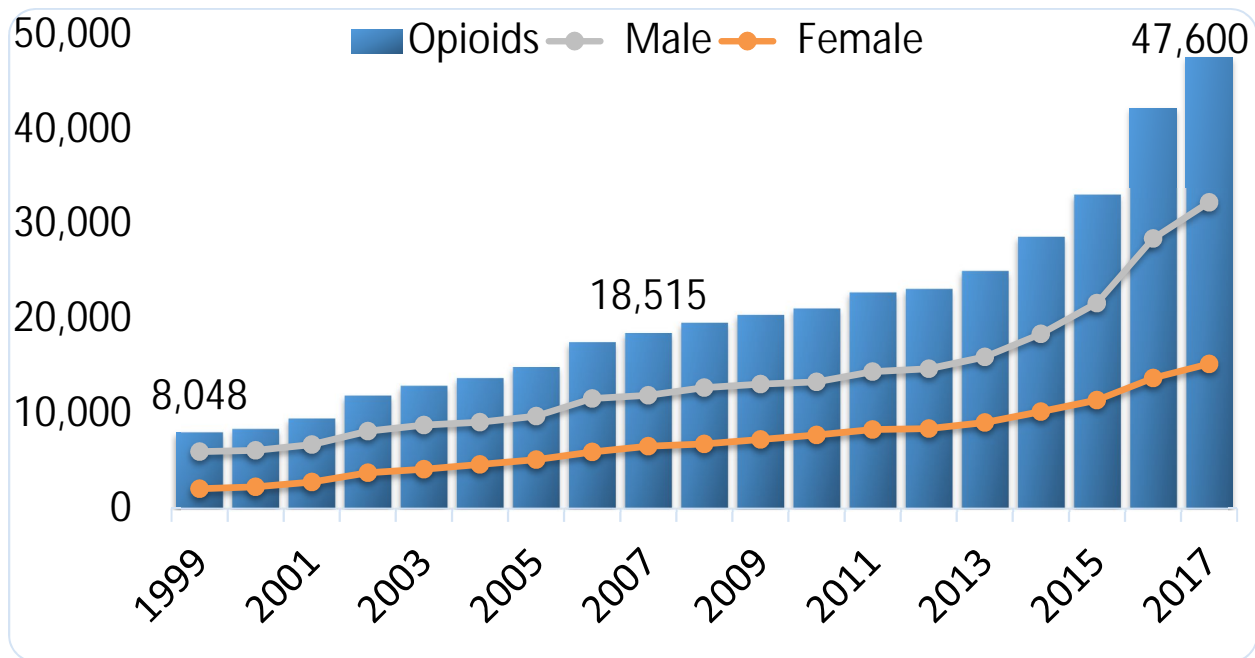
- From 1999 to 2017, more than 700,000 people died from a drug overdose.
- Around 68% of the more than 70,200 drug overdose deaths in 2017 involved an opioid.
- In 2017, the number of overdose deaths involving opioids (including prescription opioids and illegal opioids like heroin and illicitly manufactured fentanyl) was 6 times higher than in 1999.
- On average, 130 Americans die every day from an opioid overdose¹.



SOURCE: National Vital Statistics System Mortality File.

¹ <https://www.cdc.gov/drugoverdose/epidemic/index.html>

National Drug Overdose Deaths Involving Any Opioid Among All Ages, by Gender, 1999-2017²



Source: Centers for Disease Control and Prevention, National Center for Health Statistics

Medication Assisted Treatment (MAT), including opioid treatment programs, combines counseling, behavioral therapy, and medications approved by the Federal Drug Administration (FDA) to provide a “whole-person” approach to treat substance use disorders (SUDs). MAT for opioid addiction is subject to federal legislation, regulations, and guidelines, including the [Drug Addiction Treatment Act of 2000 \(DATA 2000\)](#) and federal regulations found at [42 CFR 8](#).

While MAT has been proven effective in treating opioid addiction, it has not yet reached the widespread implementation level necessary to eradicate the preventable deaths caused by opioid overdose. There are many misperceptions about MAT, such as that it simply trades one addiction for another or that withdrawal and abstinence are equally effective, that may be a significant barrier to widespread implementation. While long-term results are still pending, many groups have already seen immediate improvements in behavioral stability and a decrease in the number of overdoses.

The National Academies of Sciences, Engineering and Medicine define Opioid Use Disorder (OUD) as a “treatable chronic brain disease resulting from the changes in neural structure and function that are caused over time by repeated opioid use.”³ As such, it is considered a disability under Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and Section 1557 of the Affordable Care Act, when the drug addiction substantially limits a major life activity.⁴ Due to this, MAT may be viewed as a reasonable accommodation for persons with disabilities, and

² <https://www.drugabuse.gov/related-topics/trends-statistics/overdose-death-rates>

³ <http://www8.nationalacademies.org/onpinews/newsitem.aspx?RecordID=25310>

⁴ <https://www.hhs.gov/sites/default/files/drug-addiction-aand-federal-disability-rights-laws-fact-sheet.pdf>

may also be required under federal and State law. In May of this year, the United States Court of Appeals for the First Circuit in Boston ruled that a rural Maine jail must provide an inmate with medication to continue her treatment for OUD.

Dr. Corey Waller is an expert in the field of addiction medicine and has over a decade of experience teaching and training on the evidence-based treatment of addiction. Visit the following webpage to watch a video where he thoroughly explains the science of addiction and how to treat it in easy-to-understand terms.

<https://www.youtube.com/watch?v=bwZcPwIRRcc&feature=youtu.be>

Providing MAT through the criminal justice system can provide a unique opportunity to address the opioid crisis and provide another tool to reduce recidivism rates. The National Institute of Drug Abuse believes that “incarceration is an important opportunity to treat drug addiction” due to the following:

- Sixty-five percent of all incarcerated individuals meet the criteria for a substance use disorder.
- Use of opioids is linked with a higher rate of recidivism.⁵

Additionally, the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) states that “for persons with an opioid use disorder who are in the criminal justice system, the process of transitioning from prison or jail back to the community can be overwhelming. Within three months of release from custody, 75 percent of people who were in prison or jail with an opioid use disorder experience a relapse to opioid use. Incarcerated persons who are released to the community are between 10 and 40 times more likely to die of an opioid overdose than the general American population—especially within a few weeks after reentering society.”⁶

The Solano County Results First Collaborative study has calculated or estimated that preventing one person from recidivating can avoid County cost of over \$121,000 in arrest, incarceration, prosecution, defense, and treatment. Saving a life is priceless.

MEDICATION ASSISTED TREATMENT

As noted above, MAT is a “whole-patient” approach to treating opioid addiction through a combination of medication, counseling, behavioral therapy, and vocational and educational services. These are required under federal law for any MAT program.

The medication, like many others, may need to be taken for extended periods of time, even for a person’s entire lifetime. According to SAMHSA, “a common misconception associated with MAT is that it substitutes one drug for another. Instead, these medications relieve the withdrawal

⁵ <https://www.drugabuse.gov/publications/treating-opioid-addiction-in-criminal-justice-settings/treating-opioid-addiction-in-criminal-justice-settings>

⁶ <https://blog.samhsa.gov/2019/03/15/breaking-the-cycle-medication-assisted-treatment-mat-in-the-criminal-justice-system>

symptoms and psychological cravings that cause chemical imbalances in the body. MAT programs provide a safe and controlled level of medication to overcome the use of an abused opioid.”⁷

What medications are used?

There are a variety of medications approved by the FDA for use in treating opioid addiction, and often brand names and generic names are used interchangeably. To reduce confusion, only the most commonly used medications are listed below.

Naltrexone - Naltrexone is used to block cravings for both opioids and alcohol. It is slow acting and long lasting. Due to its slow acting nature, it is not used for overdose rescue.

Naloxone (brand name Narcan) – Different from Naltrexone, Naloxone is a medication “approved by the FDA to prevent overdose by toxic opioids such as heroin, morphine, and oxycodone. It blocks opioid receptor sites, reversing the effects of the overdose.”⁸ Forms include intranasal spray and injection.

Buprenorphine – According to SAMHSA, “buprenorphine is the first medication to treat opioid dependency that is permitted to be prescribed or dispensed in physician offices, significantly increasing treatment access. Under the [Drug Addiction Treatment Act of 2000](#), qualified U.S. physicians can offer buprenorphine for opioid dependency in various settings, including correctional facilities.

Buprenorphine has unique pharmacological properties that help:

- Lower the potential for misuse.
- Diminish the effects of physical dependency to opioids, such as withdrawal symptoms and cravings.
- Increase safety in cases of overdose.

Like opioids, buprenorphine produces effects such as euphoria or respiratory depression. With buprenorphine, however, these effects are weaker than those of full drugs such as heroin and methadone.

Because of buprenorphine’s opioid effects, it can be misused, particularly by people who do not have an opioid dependency. Naloxone is often added to buprenorphine to decrease the likelihood of misuse.”⁹

Suboxone - Suboxone is the brand name for a medication that combines naloxone and buprenorphine. It is a film taken under the tongue. As is true with other opioids, physical dependency is a possibility, but it is different from drug addiction. Suboxone is a controlled substance.¹⁰

Methadone – SAMHSA explains to us that “methadone works by changing how the brain and nervous system respond to pain. It lessens the painful symptoms of opiate withdrawal and blocks

⁷ <https://www.samhsa.gov/medication-assisted-treatment/treatment#medications-used-in-mat>

⁸ <https://www.samhsa.gov/medication-assisted-treatment/treatment/naloxone>

⁹ <https://www.samhsa.gov/medication-assisted-treatment/treatment/buprenorphine>

¹⁰ <https://www.suboxone.com/>

the euphoric effects of opiate drugs such as heroin, morphine, and codeine, as well as semi-synthetic opioids like oxycodone and hydrocodone.”¹¹ It has been used effectively to treat heroin and prescription pain medication addictions for many years. Methadone is a Schedule II drug according to the United States Drug Enforcement Administration, meaning it is defined as a drug “with high potential for abuse, with use potentially leading to severe psychological or physical dependence. These drugs are also considered dangerous.”¹² Methadone is a controlled substance and can be addictive.

It is important to note the difference between drug addiction and physical dependency. The Center on Addiction and Substance Abuse, an organization started at Columbia University in 1992 by former U.S. Secretary of Health, Education and Welfare under former President Carter and Chief Domestic Advisor to former President Johnson, Joseph Califano Jr., focuses on alcohol, tobacco, drug abuse, and addiction. They explain the difference as follows: “Physical dependence is not the same as addiction. Physical dependence occurs when the brain adapts to the effects of a drug and develops tolerance. In other words, an individual will require more and more of the drug to achieve the initial positive effect and will rely on continued use of the drug to prevent painful and uncomfortable withdrawal symptoms.

“Unlike addiction, physical dependence can easily be managed and resolved by slowly lowering the dose, or “tapering.” A person who is physically dependent on prescribed opioid medications, such as Vicodin or OxyContin, but is not addicted, will not experience a loss of control, strong cravings, compulsive drug use, a failure to meet work, social, or family obligations, or other negative symptoms that characterize addiction.

“On the other hand, a person who has addiction no longer takes a drug just to feel its effects, but rather to escape withdrawal and simply feel closer to normal. Addiction affects the parts of the brain responsible for decision-making and self-control, so a person suffering from addiction will continue to use the drug despite serious life consequences, such as losing a job, getting arrested, or suffering an overdose.

While the opioid-based medications used in MAT to treat opioid addiction may lead to physical dependence, they do not typically cause a person to become “addicted” when used as prescribed by a doctor.”¹³

Behavioral Therapy

Behavioral therapy is not one but many kinds of therapies that seek to address mental health disorders, including drug addiction. Because behaviors are learned, the premise of behavioral therapy is that negative and destructive behaviors can be changed through different types of therapy, which include, but are not limited to, cognitive behavioral therapy and system desensitization.

Cognitive Behavioral Therapy

¹¹ <https://www.samhsa.gov/medication-assisted-treatment/treatment/methadone>

¹² <https://www.dea.gov/drug-scheduling>

¹³ <https://www.centeronaddiction.org/the-buzz-blog/understanding-difference-between-physical-dependence-and-addiction>

The American Psychological Association shows the core principals of Cognitive Behavioral Therapy, or CBT, as:

1. Psychological problems are based, in part, on faulty or unhelpful ways of thinking.
2. Psychological problems are based, in part, on learned patterns of unhelpful behavior.
3. People suffering from psychological problems can learn better ways of coping with them, thereby relieving their symptoms and becoming more effective in their lives.

CBT treatment usually involves efforts to change thinking patterns. These strategies might include:

- Learning to recognize one's distortions in thinking that are creating problems, and then to reevaluate them in light of reality.
- Gaining a better understanding of the behavior and motivation of others.
- Using problem-solving skills to cope with difficult situations.
- Learning to develop a greater sense of confidence in one's own abilities.¹⁴

Systematic Desensitization

Simplypsychology.org explains Systematic Desensitization as “a type of behavioral therapy based on the principle of classical conditioning... (it) aims to remove the fear response of a phobia and substitute a relaxation response to the conditional stimulus gradually using counter conditioning.”

¹⁵

MAT IN CORRECTIONAL SETTINGS

Substance use disorders, or SUDs, are prevalent in correctional settings. The Council of State Governments, a national membership association representing state officials in all three branches of government, goes so far as to state that “the majority of people in prison and jail have an SUD.”

¹⁶

A 2017 U.S. Department of Justice special report on drug use and dependence among jail inmates states that “58% of state prisoners and 63% of jail inmates during 2007-2009 met the DSM-IV (Diagnostic and Statistical Manual of Mental Disorders, 4th Edition) criteria for drug dependence or abuse for any drug.”¹⁷ This information predates California’s 2011 jail realignment, suggesting that the percentage of jail inmates meeting the criteria is higher now than most drug offenses would result in a jail sentence rather than a prison term.

In notable comparison, only 5% of the general adult population met this same definition for the same time period.

¹⁴ <https://www.apa.org/ptsd-guideline/patients-and-families/cognitive-behavioral>

¹⁵ <https://www.simplypsychology.org/Systematic-Desensitisation.html>

¹⁶ <https://csgjusticecenter.org/substance-abuse>

¹⁷ <https://www.bjs.gov/content/pub/pdf/dudaspi0709.pdf>

Solano County currently has 748 persons incarcerated in its three Detention Facilities. Applying the above percentage (63%) suggests approximately 471 people have an SUD, and of those, 188 have an Opioid Use Disorder (OUD).

The high density of people with an OUD in jail is not the only reason that correctional facilities are an excellent environment to provide treatment. These facilities are controlled and regulated, providing the stability needed to ensure treatment plans are followed. Additionally, the National Sheriffs' Association suggests that treating inmates with OUD with methadone, buprenorphine or naltrexone can reduce recidivism and decrease costs.¹⁸

Successful Jail-Based MAT Programs

The Rhode Island Department of Corrections (RIDOC) initiated its program in 2016 after realizing that data reflected 21% of the state's overdose victims had been incarcerated within the two years prior to their deaths. Prior to MAT implementation, RIDOC had withdrawn inmates from MAT within 30 days of entering their facilities. Their practice has since changed, with all incoming inmates being screened and assessed for MAT, and being initiated into the program as needed, or continued for those coming in already on a MAT program. As a result, 72% of individuals on MAT continued with MAT upon release, post-release deaths decreased by 60%, and the opioid related deaths statewide dropped by 12%.¹⁸

The Louisville Metro Department of Corrections (LDMC) also initiated its program in 2016 after heroin-related arrests jumped from 120 in 2010 to 1,501 in 2014, and discovering that the county had had the highest number of overdose deaths of any Kentucky county in 2015 (268). What started out as a voluntary 90-day program was expanded to all inmates, including those with less than a 90-day sentence. As a result, as of January 2018, 200 individuals have graduated from LDMC's MAT program, and 47% have remained arrest-free upon release.¹⁸

Other major correctional facilities have implemented a MAT program: Los Angeles County Department of Health Services-Correctional Health Services; Sacramento County Jail; Middlesex Jail and House of Correction, Massachusetts; and Snohomish County Jail, Washington.

Additionally, France has had high success rates with its buprenorphine program, where general practitioners may prescribe the medication and prescriptions may be filled at retail pharmacies. The chart above shows its results: the number of deaths caused by heroin overdoses decreased by 80% between 1994 and 2002.¹⁹ (see chart on next page)

Support for MAT

With growing evidence to support the use of MAT to address the opioid epidemic, many groups have adopted policies and practices to put MAT in correctional settings.

In 2017, the National Sheriffs' Association adopted a resolution showing its support "for the use of non-narcotic, evidence-based medication-assisted treatment for opioid dependence after detoxification within the confines of a jail or other secure facility..." This would exclude commonly used treatment medications such as methadone and buprenorphine. However, in October of 2018, just one year later, the Association, in conjunction with the National Commission on

¹⁸ <http://www.sheriffs.org/publications/Jail-Based-MAT-PPG.pdf>

¹⁹ <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3949694/>

Correctional Health Care, released *Promising Practices, Guidelines, and Resources for the Field* for jail-based MAT, which includes use of the above medications.

Results of MAT Implementation in France

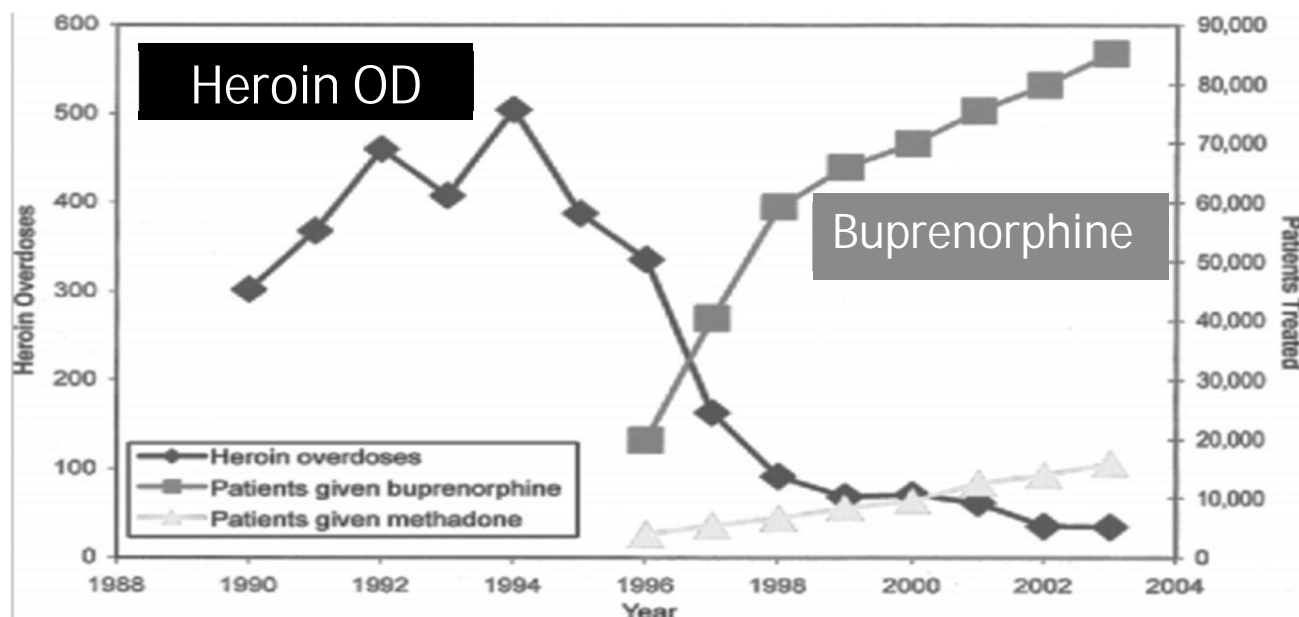


Figure 2. From: Carrieri, Maria Patrizia, et al. "Buprenorphine use: the international experience." *Clinical Infectious Diseases* 43.Supplement 4 (2006): S197-S215.

Available MAT Programs

The California MAT Expansion Project

In an effort to address the opioid epidemic throughout the state, the California Department of Health Care Services (DHCS) is implementing the California Medication Assisted Treatment (MAT) Expansion Project. The California MAT Expansion Project aims to increase access to MAT, reduce unmet treatment need, and reduce opioid overdose related deaths through the provision of prevention, treatment, and recovery activities. The California MAT Expansion Project focuses on populations with limited MAT access, including rural areas and American Indian & Alaska Native tribal communities. The California MAT Expansion Project is funded by grants from SAMHSA.

The California MAT Expansion Project is composed of several projects which are led by a diverse team of stakeholders and partners throughout the state. To learn more about implementation efforts and access additional resources and information, visit the California MAT website at www.californiamat.org

The Naloxone Distribution Project (NDP)

The NDP is funded by SAMHSA and administered by DHCS to combat and reduce opioid overdose-related deaths throughout California through the provision of free naloxone, in its nasal spray form.

CONCLUSION

Medicated Assisted Treatment is an evidence-based effective treatment for opioid addiction that can save lives. It can also be an effective tool in improving behaviors in correctional facilities and reducing recidivism upon release. While not yet widely implemented due largely to what may be perceived as providing drugs to substitute one addiction for another, it is slowly finding its way into the nation's correctional facilities, and in California, it is supported by the California Department of Health Care Services (DHCS) as a tool and part of addressing SUDs while incarcerated to help reduce recidivism.

HEALTH MANAGEMENT ASSOCIATES

January 10, 2019

Renee Smith, LCSW
Program and Re-Entry Services Manager
Solano County Sheriff's Office

Dear Ms. Smith,

This letter is in regard to the funding that will be provided to Solano County through its participation in the project *Expanding Access to MAT in County Criminal Justice Systems*. Solano County is one of 23 California counties that have been selected to participate in this project and committed to the participation of a team of key stakeholders from jail custody and health care services, the county administrator's office, the county drug treatment program, and the courts/legal system.

Funding for this project is granted by the California Department of Health Care Services (DHCS) under its federally-funded response to the opioid crisis. During the course of this project, DHCS has decided to provide county teams with funds to enable rapid implementation or expansion of Medication Assisted Treatment and SUD treatment in jails and drug courts, while counties secure sustainable funding. Solano County is eligible to receive a one-time grant up to \$150,000 based on submittal of a plan that meets program guidelines.

Spending guidelines and application instructions will be forthcoming, and funds will be issued in the first quarter of 2019. You will have through December 2019 to spend this grant, and possibly a longer period of time. We are also seeking permission to allow no-cost extensions, and this will be detailed in the instructions.

Please direct any further questions to me and congratulations on this important award.

Sincerely,



Donna Strugar-Fritsch
Principal, Health Management Associates
Project Director, Expanding Access to MAT in County Criminal Justice Settings

88 KEARNY STREET, SUITE 1850, SAN FRANCISCO, CALIFORNIA 94108
TELEPHONE: 415.489.2021 | FAX: 866.328.6201
WWW.HEALTHMANAGEMENT.COM

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APPLICATION FOR GRANT FUNDS: EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

PROGRAM DESCRIPTION

The California Department of Health Care Services, under its federal funding for the State Opioid Response "Medication Assisted Treatment Expansion Project 2.0" has provided funds to be distributed to county teams participating in the first cohort of *Expanding Access to MAT in County Criminal Justice Settings*. The table below provides the maximum funding allocated to each eligible county.

Maximum Grant	Counties
\$110,000	Mono, Plumas, Siskiyou, Tehama, Nevada, Mendocino, Marin, Shasta, Imperial, Kings, San Louis Obispo
\$160,000	Placer, Solano, Santa Barbara
\$210,000	Contra Costa
\$260,000	Ventura, Kern
\$310,000	Alameda, Santa Clara, Riverside, Orange
\$340,000	Los Angeles

FUNDING OBJECTIVES

Funds are intended to expedite implementation of SUD screening, assessment, treatment, and access to MAT in county jails and drug courts while local sustainable funds are secured. As each county has unique circumstance, there is flexibility in the use of funds so long as funds support the stated objective.

ELIGIBILITY REQUIREMENTS

Only one agency may apply from each team. To be responsive to unique county needs, any agency represented on the County Team is eligible to be the applicant for the funds. The Lead Agency for the project is not required to be the applicant agency for this funding.

Eligibility is contingent upon submittal of data from the county jail(s) for at least the period November 2018 – January 2019 to include all the following data elements. Full 2018 reporting is preferred but not required, and applicants should provide data for as many months as possible. This data will be tracked aggregated and tracked across jails, and no jail identifiers will appear in any use of this data.

- Average daily population
- Number of intakes
- Monthly # intakes requiring detox/withdrawal protocol for:
 - Alcohol
 - Opioids
 - Benzodiazepines
 - Methamphetamine
 - Other

APPLICATION FOR GRANT FUNDS: EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

- Monthly # persons withdrawn from methadone
- Monthly # persons withdrawn from buprenorphine
- Monthly # persons withdrawn from naltrexone
- Monthly # persons continued on methadone
 - Pregnant women
 - Others
- Monthly # persons continued on buprenorphine
 - Pregnant women
 - Others
- Monthly # persons continued on naltrexone
- Monthly # persons inducted on methadone
- Monthly # persons inducted on buprenorphine
- Monthly # persons inducted on naltrexone
- Monthly # persons given Vivitrol injections
- Monthly # drug overdoses in jail
- # units of naloxone provided at release and/or to visitors

PROJECT TIMEFRAME

Application submittal	Friday February 15, 2019 at 5:00 p.m.
Notice of funding approval	Friday March 1, 2019
MOU issued to applicant	Friday March 15, 2019
MOU signed and returned by applicant	Friday April 5, 2019
Initial funds disbursed	No later than Friday April 26, 2019
Interim report due	Friday July 26, 2019
Remaining funds disbursed	Friday August 16, 2019

FUNDING DECISIONS

DHCS reserves the right to approve or deny funds under this grant and to recoup unspent funds after the grant period ends.

GRANT PAYMENTS

HMA will disburse 50% of project funds to award agencies no later than Friday April 26, 2019. Pending receipt of an acceptable interim report no later than July 26, 2019 the remaining 50% of funds will be disbursed no later than August 16, 2019.

SPENDING TIMEFRAME

Counties are expected to spend these funds by January 31, 2020. A no-cost extension may be granted upon the agency's request, contingent on extending reporting requirements and appropriate oversight. Extension requests will likely occur in November-December. Agencies will forward requests to HMA and HMA will seek approval from DHCS.

APPLICATION FOR GRANT FUNDS: EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

ELIGIBLE EXPENSES

The following expenses are eligible for grant funds. Refer questions about other expenses to your HMA team coach.

- Salary and benefits for permanent or limited term county employees, for duties that address grant objectives.
- Staff contracted through county-approved contractors, for duties that address grant objectives
- Equipment required by employees or contractors in carrying out duties that address grant objectives. This may include computers or software.
- Professional materials related to grant objectives, including subscriptions, manuals, and reference materials.
- Training expenses related to grant objectives.
- Travel expenses for agency staff or MAT team members related to grant activities, within state allowances
- Patient education materials specific to MAT and OUD
- Indirect expenses not to exceed 5% of the grant total may be used for administration and overhead costs related to the grant.
- Cost of Sublocade or other subcutaneous or injectable MAT medications if under a pilot which includes measurable outcomes and a specific time period
- Medication safes and lock boxes
- Telehealth expenses for hardware and provider fees directly related to providing MAT
- Minor facility improvements to enable administration and safeguarding of MAT in jail or drug court
- Improvements to electronic health records such as templates and data sharing functionality related to MAT
- Hosting or conducting outreach, meetings, and other events to engage stakeholders and directly related to MAT expansion in criminal justice
- Promotional materials related to expanding MAT in criminal justice settings
- Other expenses approved by HMA

INELIGIBLE EXPENSES

Funds may not be used to:

- Supplant existing activities or staff assignments
- Purchase methadone, oral or sublinguabuprenorphine, oral naltrexone, or naloxone
- Supplant existing Vivitrol purchases
- Purchase equipment or supplies other than as noted above
- Indirect costs in excess of 5% of the grant total
- Telehealth kiosks
- Facility improvements unrelated to those named above
- Non-FDA approved medication or devices for treating OUD
- Alcoholic beverages

APPLICATION FOR GRANT FUNDS: EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

FEDERAL AND STATE OF CALIFORNIA REGULATIONS/FUNDING

Agreements are subject to the approval of and the receipt by HMA of funding from the State of California's Department of Healthcare Services (DHCS). DHCS' funding of the Expanding MAT in County Criminal Justice Program is federal pass-through money from the Substance Abuse and Mental Health Services Administration (SAMSHA), a branch of the U.S. Department of Health and Human Services

(DHSS). Accordingly, site agreements will include standard federal rules and regulations, notably 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards., and applicable rules and regulations from the State of California. HMA will incorporate the applicable federal and state rules and regulations into the terms and conditions of the agreements.

Applicants are required to adhere to the budget guidelines included in the MAT in County Criminal Justice Program Budget Template (Attachment 2). Applicants must submit their budget in the template format. Applications that do not conform to this template may not be considered. All items budgeted must be inclusive of all costs, including taxes and fees, in US Dollars. Costs should remain valid for ninety (90) calendar days from application submission.

REPORTING REQUIREMENTS

Grant recipients will be required to submit the following:

- Monthly statistics for the period February 2019 –project end date for the data points noted in Eligibility Requirements.
- Interim Project Status Report and Financial Report by July 26, 2019. Reporting templates will be provided.
- Final Project Report and Financial Report within 30 days of project end date.

SUBMITTAL REQUIREMENTS

Applicant must submit the following completed forms via email to the County MAT HMA coach no later than Friday February 15 at 5:00 p.m.

- Attachment 1 Application Form
- Attachment 2 Project Budget
- Attachment 3 Jail Data (minimum Nov 2018 – Jan 2019)

APPLICATION FOR GRANT FUNDS: EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

ATTACHMENT 1: APPLICATION FORM

Section 1: Entity Information

Entity's Legal Name	Solano County Sheriff's Office
Doing Business As (If Applicable)	
Street Address	530 Union Avenue, Suite 100
City, State, Zip / Country	Fairfield, CA 94533
Mailing Address, If Different	
Email Address	https://www.solanocounty.com/depts/sheriff/
Main Telephone Number	707784-7001

Section 2: Entity Representatives

Primary Grant Director		Authorized Signatory		Contract Representative	
Individual leading the implementation of this grant in the county		Individual authorized to sign on behalf of the applicant entity		Individual responsible for agreement processing and negotiations	
Name	Renee L. Smith, LCSW	Name	Thomas A. Ferrara	Name	Lisa Woods
Title	Criminal Justice Program Services Manager	Title	Sheriff-Coroner	Title	Staff Analyst
Email	rlsmith@solanocounty.com	Email	tferrara@solanocounty.com	Email	ldwoods@solanocounty.com
Phone	707-784-4813	Phone	707-784-7030	Phone	707-784-7049

Section 3: Grant Proposal

Objective: State the specific objective(s) of the proposed activities.

Solano County intends to develop access to Medication Assisted Treatment (MAT) in the Solano County Jails by maintaining inmates who enter the Jails on Suboxone or Buprenorphine and Methadone on those medications while in custody.

We are in the process of developing an MOU with MedMark, our area Hub, and Wellpath, our Medical and Mental Health provider. This MOU will outline relationships between the Sheriff's Office, MedMark and Wellpath. It is our hope that MedMark will deliver MAT medications (as identified in the previous paragraph) to the jail and will work with Wellpath regarding dispensing the medication and documentation. Further details will be developed as we proceed with the program.

Additionally, we intend to develop a Narcan distribution program whereby inmates who request Narcan to take with them when they release into the community will have Narcan placed on their property.

Project activities: State the specific activities that will be funded.

1. Hire a Mental Health Clinician to serve as the MAT Coordinator, working with MedMark, Wellpath (Medical and Mental Health staff) and Healthright 360 (Substance Use Disorder staff) as well as assisting to connect inmates to community based spokes and other treatment providers in the community upon release.

APPLICATION FOR GRANT FUNDS:
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2. Develop a screening and assessment process to identify inmates for inclusion in the MAT and SUD programs.
3. Develop protocols for the administration of Suboxone or Buprenorphine and Methadone to inmates included in the MAT program in the county jail.
4. Develop and deliver MAT training to jail Medical staff.
5. Develop and deliver MAT training to Solano County Jail custody staff.
6. Develop and deliver MAT training to in-custody Mental Health and SUD staff.
7. Develop a data base system that will accurately capture MAT data including: medication at admission, drug withdrawals and type of drug, individuals maintained on MAT in jail, # of individuals who received Narcan Education, # of Narcan doses placed on inmate property, and additional elements as the project builds out.
8. Reach out to Touro University to identify potential interns to provide Narcan administration education to inmates in jail.
9. Develop Narcan education protocol for delivery to inmates in jail.
10. Develop Narcan distribution protocol.
11. Develop instruction card and resource list for inclusion in Narcan kit to be placed on inmate's property.
12. Launch MAT program for those who enter the jail on Suboxone or Buprenorphine and Methadone.
13. Launch Narcan distribution program.

Impact: Describe the precise desired impact of the proposed activities and how many persons in the jail and/or drug courts will gain increased access to MAT as a result of the activities. For activities that involve administering MAT, identify which medications will be used, the target population(s) and the number of people you will try to maintain and/or induct on MAT.

The desired impact of this project is to increase the coordination of services for those receiving MAT across our community. Currently, we have a drug court with an MAT component as well as a Probation Department referring folks to our Hub. The jail is not on board yet with MAT which poses a risk to those criminal justice involved folks should they return to jail.

Our goal is for the jail to become a spoke in our county's Hub and Spoke system in order that those currently on MAT can remain on their medication should they enter jail.

Ideally, we would eventually hope to move to a system where we were able to induct those needing MAT in the jail. However, we need to begin with this pilot program.

Our project includes maintaining those who enter the jail taking Suboxone or Buprenorphine and Methadone on their medications.

We anticipate maintaining approximately 45 individuals on methadone (annually) or 15 between September 15, 2019 and January 15, 2020.

APPLICATION FOR GRANT FUNDS:

EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

We anticipate maintaining approximately 20 individuals on Suboxone or Buprenorphine (annually) or 7 between September 15, 2019 and January 15, 2020.

We anticipate serving approximately 4 pregnant women who will be converted to or inducted on to Buprenorphine (annually) or 1 between September 15, 2019 and January 15, 2020.

These numbers were derived based on statistics generated from a one year study—October 1, 2017 through September 28, 2018. Below are the numbers from this study, unfortunately, they are aggregated rather than by month:

Pregnant opioid users who came in on methadone: 2
Pregnant Opioid users not on methadone (converted to buprenorphine): 2
Detainees who reported heavy alcohol use: 571
Detainees who reported heavy benzo use: 36
Detainees on methadone at intake: 41
Detainees with OUD on buprenorphine at intake: 18
Detainees with OUD on Vivitrol: 0
Detainees with OUD not receiving any treatment: 541

Please note that the data we supplied for November 2018-January 2019 is lacking in detail related to those who entered the jail on MAT. Wellpath changed its electronic Health Record System which launched in October 2018. This new system made it difficult for staff to pull data from the Electronic Health Records and therefore we did not have appropriate data for November 2018-January 2019.

As a part of this project we will be work to develop a series of custom reports for the MAT data and to help us improve service delivery to this population.

In terms of our Narcan distribution program, we anticipate educating every pod of individuals in our jail on a schedule to be determined by the implementation team.

We anticipate distributing 600-1000 doses of Narcan (annually) or 150-250 between November 1, 2019 and January 30, 2020.

APPLICATION FOR GRANT FUNDS: EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

Project oversight: Describe the oversight of these activities and how the agency and the County MAT in CJ Team will be kept apprised of project development, implementation, and outcomes.

The County MAT in CJ Team will complete preliminary work on the overarching development of the project components, the MOUs with partners, creation of the job description for the MAT Coordinator, posting and hiring of this Limited Term County position. These activities will be assigned to different personnel on the Team and during every Team Meeting activities and due dates will be reviewed.

Undersheriff Dewall is the Team Champion and will be attending Team Meetings. He will thus be able to track progress and present to the Sheriff and Management Team.

Once the MAT Coordinator is hired a work plan with due dates will be developed with guidance from her/his supervisor. The MAT Coordinator will present this plan to the County MAT in CJ Team who will approve or require adjustment of the plan. After this point the MAT Coordinator will discuss progress on goals/activities in weekly supervision as well as presenting progress to the Team on a monthly basis.

It should be noted that not all activities required to move this project along will be the responsibility of the MAT Coordinator. Various Team members will take on tasks within their areas of expertise. These tasks will be placed on the master work plan along with the name of the responsible Team member and due date. All activities will be reviewed at monthly Team Meetings.

Project Staffing: For any staffing covered by these funds, describe the following for each position

- Permanent, limited term, or contracted
- Hiring and/or contracting timeframes
- % FTE
- If contracted, describe anticipated process and prospective pool of contractors
- Location
- Supervision

We plan to hire an MAT Coordinator (Mental Health Clinician), which will be a 100% FTE, Limited Term County position. We anticipate hiring this position by July 1, 2019. The individual will be located in the County Jail and will be supervised by Renee Smith, LCSW, the Grant Director.

Time Line and Milestones

Provide a timeline for the period April 2019 – January 2020 that includes key project activities and milestones.

Execute MOU between Sheriff's Office, MedMark and Wellpath for administration of MAT in the Jail—
April 1, 2019

Develop Job Description and Posting for MAT Coordinator - April 15, 2019

Develop MAT Training for Jail Medical Staff - April 15, 2019

Develop MAT Training for Custody Staff - May 15, 2019

Develop MAT Training for in-custody Mental Health and SUD Staff - June 15, 2019

Execute MOU between SO and Touro University for Students to Provide Narcan Education in the Jail -
June 30, 2019

Hire MAT Coordinator - July 1, 2019

APPLICATION FOR GRANT FUNDS: EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

Develop protocols for the administration of Suboxone or Buprenorphine and Methadone to inmates included in the MAT program in the county jail - July 15, 2019

Develop a screening and assessment process to identify inmates for inclusion in the MAT and SUD programs - July 30, 2019

Deliver MAT training to jail Medical staff - August 1, 2019

Develop data base to capture and store data related to MAT program - August 15, 2019

Deliver MAT training to Solano County Jail custody staff - August 15, 2019

Deliver MAT training to in-custody Mental Health and SUD staff - September 3, 2019

Launch MAT program for those who enter the jail on Suboxone or Buprenorphine and Methadone - September 15, 2019

Develop Narcan education protocol for delivery to inmates in jail - September 30, 2019

Develop Narcan distribution protocol - October 15, 2019

Develop instruction card and resource list for inclusion in Narcan kit to be placed on inmate's property - October 30, 2019

Launch Narcan distribution program - November 1, 2019

Sustainability Plan

Describe intent to secure permanent funding for successful activities that arise from this grant.

Sustainability of any grant funded program can be challenging yet, at this point in time, there seems to be a wealth of funding to combat the Opioid epidemic. Our plan is to be aggressive in identifying these funding opportunities from entities such as the DOJ, SAMHSA and others to apply for and obtain any grant funding that seems to fit our program. Additionally, being a part of the Solano County Opioid Safety Coalition puts us in contact with a variety of partners that we have previously not had access to. We hope to develop relationships with these new partners that might lead to partnering to secure additional funds or being invited to apply for Foundation grants that might support our project.

Once an infrastructure is built and a project is underway, our past experience has been that other county partners have been willing to braid some funding with Sheriff's Office dollars in order to sustain a project as that program fills an important service gap. We have also learned through participation in previous grants that sustainability often means leveraging partner agencies to provide services where there are funding gaps. The Sheriff's Office has been successful at creating partnerships within the county where by staff were shared in order to provide necessary treatment, and reentry services to the participants of its programs. This collaborative spirit will be enhanced during this grant process in order to create additional fruitful partnerships to assist with program sustainability.

SIGNATURES

Do you certify that the funding received by your organization from HMA would be allocated solely for the programmatic implementation of the Expanding MAT in County Criminal Justice Systems?

X YES ☐ NO

APPLICATION FOR GRANT FUNDS:
EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

Do you certify that the funding received by your organization from HMA would be allocated solely to increase access to treatment for persons presenting to the jail or drug courts with opioid addiction?

X YES ☐ NO

Do you certify that the individuals listed in this application budget (including employees, independent contractors, or third-party contractors) will receive the funding as outlined?

XYES ☐ NO

Do you certify that to the best of your knowledge, the information included in this application form, budget form, and back-up documents are complete and accurate?

XYES ☐ NO

Thomas A. Ferrara, Sheriff-Coroner

Name of Authorized Signatory

for Angela Russell
Signature

2/15/19
Date

2/15/19

ATTACHMENT 2: PROJECT BUDGET

Submit budget using the following table format. Add lines as necessary. Refer to sample calculations. Complete the budget narrative below the table.

APPLICATION FOR GRANT FUNDS:
EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

BUDGET: EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SYSTEMS				
COUNTY NAME: SOLANO COUNTY				
PERSONNEL				
Salary				
Position Title	% FTE	Annualized Salary	Number of Months	Project Cost*
Mental Health Clinician (Reg)	100	\$85,312	12	\$85,312
Subtotal Salary				\$85,312
Fringe Benefit Cost				
Position Title	Fringe Rate			Project Cost**
Mental Health Clinician (Reg)	59.468%			\$50,733
Subtotal Fringe Benefit				\$50,733
Total Personnel (subtotal salary + subtotal fringes)				\$136,045
Contractor/Consultant				
Position Title	Hours/month	Number months	Hourly rate	Project Cost***
N/A				\$0
Total Contractor/Consultant				\$0
Other Cost				
Equipment (Office Equipment)				\$3,000
Other (Duplicating Services)				\$1,500
Other (Database Development)				\$10,000
Other (Office Supplies)				\$1,500
Other (Mileage)				\$500
Subtotal Other				\$16,500
Indirect				
	Rate			Project Cost****
Applied to MH Clinician (Reg) pers. costs	5%			\$6,802
TOTAL PROJECT COST^				\$159,347

APPLICATION FOR GRANT FUNDS:

EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

* $\% (\text{FTE} \times \text{annualized salary}) / 12 \text{ months} \times \# \text{ months}$

Example .8 FTE at \$60,000 per year for 7 months: $(.8 \times \$60,000) / 12 \times 7 = \$28,000$

** Project cost for salary x fringe rate

Example \$28,000 project cost for example above with fringe rate 32% = $\$28,000 \times .32 = \$8,960$

*** Contractor project cost = hours per month x # months X hourly rate

Example 80 hours per month x 7 months \$ \$125 per hour = \$7,000

**** Indirect cost = Indirect rate X cost to which it is applied

Example = Indirect rate 5% applied to personnel costs of \$130,000 = \$6,500

^ TOTAL PROJECT COST = Total Personnel + Total; Fringes + Total Contractors + Other + Indirect

Budget Narrative

- For each line in the budget, provide a narrative description of the expense, in reasonable detail.
- For travel expense, provide detail on mileage (reimbursed at state rate of \$0.545 per mile), lodging, meals, cab fare, parking, plane fare, and all other expenses.
- For Indirect, detail the expenses on which indirect costs are applied.

Personnel - \$136,045, to hire one full time, Limited Term, Mental Health Clinician (Registered), pending Solano County Human Resources and County Administrator concurrence, to serve as the MAT Coordinator to work with contracted in house medical, mental health and SUD staff, as well as other County departments and local treatment centers to develop and administer MAT in Solano County jails. Personal costs include salaries as well as costs and benefits associated with full time employment such as retirement, medical, dental and vision, OPEB, POBs, FICA and Medicare and Life Insurance.

Other Costs:

Equipment (Office Equipment) - \$3,000, to purchase a laptop and monitor for the MAT Coordinator, copier/printer as well as office furniture for the administration of the MAT program.

Other (Duplicating Services) - \$1,500, to provide duplication and printing of educational and informational pieces related to the Narcan distribution program.

Other (Database Development) - \$10,000, to develop a series of customized reports to extract data from our jail management system and contracted medical provider's HER, to capture and track data for the MAT and SUD programs.

Other (Office Supplies) - \$1,500, to purchase office supplies such as pens, paper, ink, desk supplies for the MAT Coordinator.

Other (Mileage) - \$500, to provide personal mileage reimbursement for the MAT Coordinator to travel between the County's three jail facilities as well other County departments and local treatment centers as necessary. Mileage will be reimbursed at the standard mileage rates for business use of a vehicle, currently at 58 cents per mile in 2019.

APPLICATION FOR GRANT FUNDS:
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Indirect Costs - \$6,802, 5% of the personnel costs of the MAT Coordinator for supervision and fiscal staff support of the MAT program.

APPLICATION FOR GRANT FUNDS: EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

ATTACHMENT 3 JAIL DATA

- Applicants must provide data for all lines in the table below, for the period November 2018 – January 2019, at a minimum.
- A full year of data is preferred by not required. Add additional columns to report for more than six months.
- If some data elements are not available, enter NA and develop a means of collecting and reporting the element in the future.
- This data will be tracked aggregated and tracked across jails, and no jail identifiers will appear in any use of this data.

JAIL DATA REPORTING TEMPLATE						
COUNTY: Solano	November 2018	December 2018	January 2019	Insert month	Insert month	Insert month
Average daily population	756	740	723			
Intakes	1163	1222	1154			
Intakes requiring detox or monitoring for:						
Alcohol	39	36	27			
Opioids	22	40	29			
Benzodiazepines	1	0	0			
Methamphetamine	7	6	10			
Other	1	1	0			
Withdrawn from methadone	0	0	0			
Withdrawn from buprenorphine	0	0	0			
Withdrawn from naltrexone	0	0	0			
Continued on methadone						
Pregnant	0	0	0			
Not pregnant	0	0	0			
Continued on buprenorphine						
Pregnant	0	0	0			
Not pregnant						
Continued on naltrexone						
Inducted on methadone						
Inducted on buprenorphine						
Inducted on oral naltrexone						
Received Vivitrol injections						
Drug overdose (fatal and nonfatal)						
Units naloxone given to detainees and/or visitors						

APPLICATION FOR GRANT FUNDS:
EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

Solano Opioid Safety Coalition

The Solano County Opioid Safety Coalition formed in 2017 after a 2017 Solano County Grand Jury Report called attention to risks that opioids posed to the County's residents and a variety of local agencies, including hospitals, health centers, first responders, County departments and community based organizations desired to collaborate to address those risks. It was officially launched in September 2018 for the purpose of reducing the number of residents who are prescribed opioid medications and to improve medication safety and treatment strategies. It originally fell under the umbrella of the Solano Coalition for Better Health until they recently ceased operations, but the Safety Coalition continues to work towards their mission of "saving lives by preventing overdoses through reducing the number of opioid prescriptions, safe disposal of prescriptions, expanding access to MAT (Medication Assisted Treatment), outpatient treatment and resources, and increasing public education."

Through collaborative efforts, the Coalition is focusing on the four priorities recommended by the California Opioid Safety Coalitions Network: lowering opioid prescription rates, increasing awareness about opioid addiction in the community and with medical providers, increasing access to medication assisted treatment (specifically focused on buprenorphine) and increasing naloxone access. The Coalition membership is represented on the County's Medication Assisted Treatment Learning Collaborative and assisted in developing the proposed plan for implementing the treatment in the Solano County Detention Facilities.

The Coalition members include:

Clinic Consortium	Solano County Medical Society
Community Medical Centers	Solano County Public Health
Kaiser Permanente	Solano County Sheriff's Office
La Clinica de la Raza	Solano Dental Society
MedMark Treatment Centers	Solano Superior Court
NorthBay Healthcare	Solano Medic Ambulance
Partnership HealthPlan of CA	Sutter Solano Medical Center
Solano County Alcohol & Drug Advisory Board	Touro University California
Solano County Behavioral Health Services	



Solano County

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

Agenda Submittal

Agenda #:	22	Status:	Regular Calendar
Type:	Resolution	Department:	General Services
File #:	19-559	Contact:	Megan Greve, 784-7900
Agenda date:	07/23/2019	Final Action:	
Title:	Conduct a public hearing to consider adopting 3 resolutions confirming Reports on Delinquent Garbage Accounts for mandatory garbage collection, disposal and recycling services in the unincorporated areas of Fairfield, Suisun, Vallejo, Vacaville, Dixon and Elmira; approving a \$50 administrative charge for lien processing; directing the Clerk of the Board to file a certified copy of the resolution with the County Recorder; authorizing the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2019/20 property tax roll; and authorizing the Department of General Services to record a Release of Lien when delinquent amounts are paid		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution - Fairfield & Suisun, A1 - 2019 Report of Delinquent Accounts - Fairfield & Suisun, B - Resolution - Vallejo, B1 - 2019 Report of Delinquent Accounts - Vallejo, C - Resolution - Vacaville Dixon & Elmira, C1 - 2019 Report of Delinquent Accounts - Vacaville, Dixon, Elmira		

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. Receive a report on Delinquent Garbage Accounts;
2. Conduct a public hearing to allow any public comments, objections or protests;
3. Make any revisions or corrections to the delinquent accounts as reported and as appropriate; and
4. Adopt the following Resolutions:
 - a) Resolution confirming Report on Delinquent Garbage Accounts for the unincorporated areas of Fairfield and Suisun (Attachment A), approving a \$50 administration fee, and authorizing and directing staff in accordance with the resolution;
 - b) Resolution confirming Report on Delinquent Garbage Accounts for the unincorporated areas of Vallejo (Attachment B), approving a \$50 administration fee, and authorizing and directing staff in accordance with the resolution;
 - c) Resolution confirming Report on Delinquent Garbage Accounts for the unincorporated areas of Vacaville, Dixon and Elmira (Attachment C), approving a \$50 administration fee, and authorizing

and directing staff in accordance with the resolution.

SUMMARY:

In accordance with service agreements between the County and garbage collection companies, including Recology and Solano Garbage Company (Republic Services); the companies provide mandatory garbage collection, disposal and recycling services for homeowners and customers in the unincorporated areas of the County surrounding the cities of Vacaville, Dixon, Elmira, Vallejo, Fairfield and Suisun. The Solano County Code (Section 23-72) allows the garbage collection companies to annually assign accounts that are delinquent for more than 60 days to the County for collection. On June 4, 2019 the Board of Supervisors approved a public hearing date of July 23, 2019 to consider adopting resolutions confirming Delinquent Garbage Accounts and for the collection of delinquent amounts for property liens.

The Clerk of the Board published a notice of public hearing by the Board of Supervisors on July 23, 2019 in the Fairfield Daily Republic, the Vacaville Reporter, the Vallejo Times Herald and the Dixon Tribune at a minimum of 10 days prior to the hearing date. A notice of the public hearing was also mailed directly to each delinquent account holder.

FINANCIAL IMPACT:

The collection of delinquent fees will be remitted to Recology and Solano Garbage Company (Republic Services) while a \$50 administration charge per account will be transferred to the County General Services Department for processing the delinquent fees, including the release of liens once delinquent amounts are paid by each account holder. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget. The costs associated with preparation of the resolution are included in the Board's FY2019/20 Adopted Budget.

DISCUSSION:

Recology provides collection services in the unincorporated areas of Vallejo, Vacaville, Dixon and Elmira. Solano Garbage Company (Republic Services) provides collection services in the unincorporated areas of Fairfield and Suisun. A public hearing to confirm Reports of Delinquent Garbage Accounts is required pursuant to County contractual obligations with the garbage collection companies; as well as California Government Code (Section 25831) and Solano County Code Section 23-72. The Board of Supervisors must provide an opportunity for comment, objections or protests by the public and delinquent account holders and to confirm the Report of Delinquent Garbage Accounts Report attached to this report and included with each recommended resolution. The Board may also make any revisions or corrections as deemed appropriate.

Adoption of the recommended resolutions (Attachments A, B and C) confirm Reports of Delinquent Garbage Accounts for Fairfield and Suisun; Vallejo; and Vacaville, Dixon and Elmira. Each resolution also approves a \$50 administrative charge for lien processing; directs the Clerk of the Board to file certified copies of each resolution with the County Recorder for the placement of liens against each property associated with the delinquent accounts; authorizes the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2019/20 property tax roll; and authorizes the Department of General Services to record a Release of Lien when delinquent amounts are paid. The confirmed Reports of Delinquent Garbage Accounts will be submitted to the Auditor-Controller's Office by August 9, 2019 to impose the delinquent fees and administrative charges as special assessments on the FY2019/20 property tax roll.

ALTERNATIVES:

The Board could choose not to adopt the resolutions confirming delinquent garbage service accounts. This alternative is not recommended given the County's contractual obligations and Solano County Code Section 23-72. Additionally, requests to impose special assessments for FY2019/20 must be received by the County Auditor-Controller's Office by August 9, 2019.

OTHER AGENCY INVOLVEMENT:

Recology and the Solano Garbage Company (Republic Services) provided Reports of Delinquent Garbage Accounts to the County. County Counsel reviewed the recommended resolutions. The Auditor-Controller's Office has notified the General Services Department of the deadline to include special assessments for the FY2019/20 real property tax roll.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2019 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
CONFIRMING DELINQUENT ACCOUNTS FOR GARBAGE COLLECTION, DISPOSAL AND RECYCLING SERVICES
IN THE UNINCORPORATED AREAS OF FAIRFIELD AND SUISUN
AND AUTHORIZING THE PROCESSING OF REAL PROPERTY LIENS**

WHEREAS, the County of Solano administers a Service Agreement with Solano Garbage Company (Republic Services) to provide garbage collection, disposal and recycling services in the unincorporated areas of Fairfield and Suisun; and

WHEREAS, California Government Code section 25831 authorizes the Board of Supervisors to confirm the delinquent garbage accounts, constitute the delinquent fees as special assessments, record liens against the affected real properties for the amount due and collect in the same manner as ad valorem property taxes; and

WHEREAS, Solano County Code section 23-72 prescribes procedures for delinquent accounts for garbage collection, disposal and recycling services and authorizes the Board to impose an additional administrative charge to process the liens; and

WHEREAS, notices were provided to landowners and recipients of garbage services as required by Government Code section 25831 and Solano County Code section 23-72; and

WHEREAS, on June 4, 2019 the Board set July 23, 2019 as a public hearing date to consider adoption of a resolution confirming delinquent accounts; and a notice of the public hearing date was provided to each delinquent account holder and advertised as required by law.

RESOLVED, the Solano County Board of Supervisors, State of California:

1. Confirms the attached Report of Delinquent Garbage Accounts, which is incorporated by this reference, and authorizes a \$50 administrative charge to be added to each delinquent account for reimbursement to Solano County for administrative costs associated with processing the liens.
2. Directs the Clerk of the Board to file a certified copy of this resolution with the County Recorder creating liens against the parcels contained in the confirmed Report of Delinquent Garbage Accounts.
3. Authorizes the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2019/20 property tax roll.
4. Authorizes the Department of General Services to record a Release of Lien when delinquent amounts are paid.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on July 23, 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

SOLANO GARBAGE (REBUPDIC SERVICES) - FAIRFIELD, SUISUN REPORT OF DELINQUENT ACCOUNTS - 2019												
No.	APN	CUSTOME	Owner Name	Owner Mailing Address	City	St.	Zip	Service Name	Service Address	Delinq Amount	County Admin Charge	Total Lien Amount
1	381301500	15813	SOLEDAD ESQIVEL	947 PALYMOUTH AVE	SAN FRANCISCO	CA	94112	SOLEDAD ESQIVEL	4432 SOLANO RD	125.06	50.00	175.06
2	27030110	17723	TODD CAKUS	2469 ROCKVILLE RD	FAIRFIELD	CA	94534	TODD CAKUS	2451 ROCKVILLE RD	468.64	50.00	518.64
4	153130060	56212	LISA SALAICES	2395 MORRISON LANE	FAIRFIELD	CA	94534	LISA CARTER	2395 MORRISON LANE	760.53	50.00	810.53
5	14917001	57696	KENNETH SARACHAN	5055 GORDON VALLEY RD	FAIRFIELD	CA	94534	DANIEL HEGARTY	5055 GORDON VALLEY RD	271.60	50.00	321.60
7	149050100	4301819	LARRY HOLDENER	4005 SLEEPY HOLLOW LN	FAIRFIELD	CA	94534	LARRY HOLDENER	4005 SLEEPY HOLLOW LN	124.09	50.00	174.09
8	148163170	4302274	PAUL & DEBBIE TRETT	607 CHERRY CT	FAIRFIELD	CA	94534	PAUL & DEBBIE TRETT	607 CHERRY CT	305.53	50.00	355.53
9	148121070	4303435	LINAN ANDREW & KAMI	910 CALLE DEL CABALLO ST	FAIRFIELD	CA	94534	KAMI LINAN	910 CALLE DEL CABALLO ST	265.31	50.00	315.31
12	38140060	13524	JOHN & LEOTA ZOPDFI	4391 OLIVE AVE	FAIRFIELD	CA	94533	PRO HYDRO INC	4391 OLIVE AVE	542.96	50.00	592.96
14	26220040	16900	BRENDA CASSANOVA	2538 MANKAS CORNER RD	FAIRFIELD	CA	94534	CAROL BAILLIE	2538 MANKAS CORNER RD	330.03	50.00	380.03
15	153210050	17110	REGAL CAPITAL HOLDINGS LLC	333 HONEYSUCKLE DR	FAIRFIELD	CA	94533	JAMES JONES	4418 GREEN VALLEY RD	285.99	50.00	335.99
17	44250220	18510	THOMPSON FAMILY PROP HOLDINGS	6588 HORSEMANS CANYON DR	WALNUT CREEK	CA	94595	AMANDA REES	2621 CORDELIA RD	385.90	50.00	435.90
19	148090030	19216	LIU WILSON	5525 EL ARBOR DR	CARLSBAD	CA	92008	STUART ATKINS	4330 CEREDA LANE	172.07	50.00	222.07
20	38210060	46717	TERRY MORGAN & JOANN V	4357 WALTERS RD	FAIRFIELD	CA	94533	TRACY ELLISON	4357 WALTERS RD	152.33	50.00	202.33
24	38120180	4113062	TODD HUDDLESTON	4455 SOLANO RD	FAIRFIELD	CA	94533	TODD HUDDLESTON	4455 SOLANO RD	141.65	50.00	191.65
25	148163210	4301351	WALTER & LINDA SAULTER	602 CHERRY CT	FAIRFIELD	CA	94534	LINDA SAULTER	602 CHERRY CT	381.60	50.00	431.60
27	38210090	4302007	ALAN GRAMLICH	4356 SOLANO RD	FAIRFIELD	CA	94533	RICHARD GRAMLICH	4356 SOLANO RD	141.35	50.00	191.35
28	38200060	4302537	SIDNEY DENISE LAWS	4123 PROSPERITY LN	FAIRFIELD	CA	94533	SIDNEY DENISE LAWS	4123 PROSPERITY LN	159.74	50.00	209.74
31	27190010	4303723	SMITH NORMAN & JEAN Z	4059 SUISUN VALLEY RD	FAIRFIELD	CA	94534	CHRIS FOWLER	4065 SUISUN VALLEY RD	124.67	50.00	174.67
32	44022060	4303731	JENNIFER & ANDREW LYNSKEY	2164 BRIDGEPORT AVE	FAIRFIELD	CA	94534	JENNIFER & ANDREW LYNSKEY	2164 BRIDGEPORT AVE	109.84	50.00	159.84
33	27331020	4304076	EDWARD J MCKEE	70 WILLOTTA DR	FAIRFIELD	CA	94534	JENNA STAGE	70 WILLOTTA DR	255.06	50.00	305.06
35	151150210	4304119	JAYSON & TAMMI ADAIR	2825 MANKAS CORNDER RD	FAIRFIELD	CA	94534	JAYSON ADAIR	2825 MANKAS CORNER RD	461.55	50.00	511.55
36	147110090	4304149	JEFFERY SCOTT PENROD	20 COUNTRY CLUB DR	FAIRFIELD	CA	94534	PATRICIA PENROD	20 COUNTRY CLUB DR	117.41	50.00	167.41
37	38120150	7979	EQUITY HOLDINGS CORP	3275 E ROBERTSON BLVD #B	CHOWCHILLA	CA	93610	ARNOLD KOENING	4421 SOLANO RD	992.75	50.00	1042.75
40	149090070	17374	STE MICHELLE WINE ESTATES LTD	14111 NE 145TH ST	WOODINVILLE	WA	98072	TIM ROWE	5449 WILLIAMS RD	320.26	50.00	370.26
42	147151100	58586	JANET HOLLAND	22421 OLD HIGHWAY 99	WEED	CA	96094	ANH SOLIS	4583 MCCREADY CT	42.50	50.00	92.50
43	46040150	4300290	FRANCES M ROTZ	2436 CORDELIA RD	FAIRFIELD	CA	94534	FRANCES M ROTZ	2436 CORDELIA RD	321.54	50.00	371.54
44	148132070	4301000	KAURIN ROBERT	902 VIA PALO LINDA	FAIRFIELD	CA	94534	JANELL BRANNEN	902 VIA PALO LINDA	74.07	50.00	124.07
46	38140060	4301801	JOHN ZOPFI & LEOTA	4391 OLIVE AVE	FAIRFIELD	CA	94534	JOHN ZOPFI	4391 OLIVE AVE	391.91	50.00	441.91
47	25200200	4302422	ROY SMALLY	4094 GREEN VALLEY RD	FAIRFIELD	CA	94534	VIVI SMALLY	4094 GREEN VALLEY RD	653.22	50.00	703.22
48	149180010	4303331	TODD & DANEA GEMMEL	4979 CLAYTON RD	FAIRFIELD	CA	94534	DANEA GEMMEL	4979 CLAYTON RD	651.29	50.00	701.29
49	25180320	4303381	RICK & LINDA MARTELLARO	1846 CRAVEA LN	FAIRFIELD	CA	94533	RICK MARTELLARO	1846 CRAVEA LN	119.73	50.00	169.73

RESOLUTION NO. 2019 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
CONFIRMING DELINQUENT ACCOUNTS FOR GARBAGE COLLECTION, DISPOSAL AND RECYCLING SERVICES
IN THE UNINCORPORATED AREAS OF VALLEJO
AND AUTHORIZING THE PROCESSING OF REAL PROPERTY LIENS**

WHEREAS, the County of Solano administers a Service Agreement with Recology to provide garbage collection, disposal and recycling services in the unincorporated areas of Vallejo; and

WHEREAS, California Government Code section 25831 authorizes the Board of Supervisors to confirm the delinquent garbage accounts, constitute the delinquent fees as special assessments, record liens against the affected real properties for the amount due and collect in the same manner as ad valorem property taxes; and

WHEREAS, Solano County Code section 23-72 prescribes procedures for delinquent accounts for garbage collection, disposal and recycling services and authorizes the Board to impose an additional administrative charge to process the liens; and

WHEREAS, notices were provided to landowners and recipients of garbage services as required by Government Code section 25831 and Solano County Code section 23-72; and

WHEREAS, on June 4, 2019 the Board set July 23, 2019 as a public hearing date to consider adoption of a resolution confirming delinquent accounts; and a notice of the public hearing date was provided to each delinquent account holder and advertised as required by law.

RESOLVED, the Solano County Board of Supervisors, State of California:

1. Confirms the attached Report of Delinquent Garbage Accounts, which is incorporated by this reference, and authorizes a \$50 administrative charge to be added to each delinquent account for reimbursement to Solano County for administrative costs associated with processing the liens.
2. Directs the Clerk of the Board to file a certified copy of this resolution with the County Recorder creating liens against the parcels contained in the confirmed Report of Delinquent Garbage Accounts.
3. Authorizes the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2019/20 property tax roll.
4. Authorizes the Department of General Services to record a Release of Lien when delinquent amounts are paid.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on July 23, 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

Service Area: Vallejo Unincorporated
Service Provider: Recology

Report of Delinquent Garbage Accounts
FY2018/2019

Lien Amt	Customer Name	Service Address	Acct #	Lien #	Owner Name	Owner Addr 1	Owner Addr 2	City	St	Zip	County Admin
\$450.04	MICHAELS, ANITA	460 BANNING WAY	1804624	811722	MICHAELS ANITA C JT		460 BANNING WAY	VALLEJO	CA	94591	0071230380
\$450.12	MCKEARIN, GARY	1125 BELMONT AVE	1804806	811723	MORENO GILBERTO JT		6 MOCKINGBIRD DR	AMERICAN CANYON	CA	94503	0074252040
\$41.10	JONES, ROBERT	1201 BELMONT AVE	1804954	811724	JONES ROBERT G JR		1201 BELMONT AVE	VALLEJO	CA	94591	0074252100
\$246.61	FLUTY, MELISSA	232 REA BENICIA RD	1823087	811796	GUEVARA ROBIN A		360 PINE ST	MILLBRAE	CA	94030	0059102090
\$370.68	PEREZ, BRANDY	240 A BENICIA RD	1805175	811725	GUEVARA ROBIN		360 PINE ST	MILLBRAE	CA	94030	0059102070
\$113.08	SANCHEZ, ARTURO	243 BENICIA RD	1805209	811726	SANCHEZ ARTURO		243 BENICIA RD	VALLEJO	CA	94590	0059124020
\$113.08	GUERRERO, JOSE	305 BENICIA RD	1805225	811727	GUERRERO JOSE MOISES		612 MEADOW BAY DR	AMERICAN CANYON	CA	94503	0059126020
\$257.73	PRICE, BRIAN	415 BENICIA RD	1805308	811728	PRICE BRIAN CLARK		415 BENICIA RD	VALLEJO	CA	94590	0059131050
\$31.20	BROWN, TIMOTHY	1132 BENICIA RD	1819178	811795	LAMONICA SAM		4190 SILVERADO TRL	NAPA	CA	94558	0071270180
\$405.20	TURNER, GUY	1160 BENICIA RD	1805878	811729	TURNER GUY A & ROSE ANN		1160 BENICIA RD	VALLEJO	CA	94591	0071270080
\$135.32	HANSON, DAVID	1189 BUSH AVE	1806025	811730	HANSON DAVID		1169 BUSH AV	VALLEJO	CA	94591	0075091060
\$57.82	RIOS, MARISOL	434 CARLSON ST	1836055	811799	MENDOZA JUAN CARLOS		PO BOX 579	FAIRFIELD	CA	94533	0081091040
\$239.95	COOK, ESSEX F & ROXELLA F	465 CARLSON ST	1806322	811731	COOK ESSEX F & R F (ESTATE)	CO COOLEY FREDERICK G	465 CARLSON ST	VALLEJO	CA	94590	0061092140
\$419.05	HINOJOSA, FELICITAS	99 CYPRESS AVE	1806470	811732	HINOJOZA LUIS JT		99 CYPRESS AV	VALLEJO	CA	94590	0059151030
\$63.24	GRIMI, AMBER	105 C CYPRESS AVE	1839257	811800	GHANI NAZIMOOL		105 CYPRESS AV #C	VALLEJO	CA	94590	0059152020
\$231.02	DELGADO, FRED	147 CYPRESS AVE	1806645	811733	DELGADO FRED D		PO BOX 511	VALLEJO	CA	94590	0059152090
\$363.27	GALBRAITH, JAMILA	207 B CYPRESS AVE	1806710	811734	WILLIS MARILYN J TR		10 KITTIWAKE RD	ORINDA	CA	94563	0059161030
\$434.30	CARLISLE, BRITTANY	237 B CYPRESS AVE	1808751	811735	BUENCAMINO PAULINE		237 CYPRESS AV	VALLEJO	CA	94590	0059161040
\$35.62	PAYNE, MAHANIKA	237 C CYPRESS AVE	1849421	811802	BUENCAMINO PAULINE		237 CYPRESS AV	VALLEJO	CA	94590	0059161040
\$121.72	RUSSELL, SONJA	237 C CYPRESS AVE	1806789	811738	BUENCAMINO PAULINE		237 CYPRESS AV	VALLEJO	CA	94590	0059161040
\$200.49	RUSSELL, SONJA	237 A CYPRESS AVE	1828284	811797	BUENCAMINO PAULINE		237 CYPRESS AV	VALLEJO	CA	94590	0059181040
\$838.01	MADRIGAL, LEOBARDO	538 B CYPRESS AVE	1806991	811737	MADRIGAL LEOBARDO JT		538 CYPRESS AV	VALLEJO	CA	94590	0059132380
\$80.98	FRANK, JOE	324 EVANS AVE	1834001	811798	SEJRF LLC		POBOX 9250	VALLEJO	CA	94591	0059124160
\$418.55	COHENOUR, ERLINA	1001 FULTON AVE	1807346	811738	COHENOURERLINA & PHILLIP G JT		1001 FULTON AV	VALLEJO	CA	94591	0075070380
\$35.83	ADAMS, ARDINE	1010 FULTON AVE	1839463	811801	ADAMS CARL		POBOX 231	VACAVILLE	CA	95696	0074241280
\$407.88	SMITH, WILLIAM	1133 FULTON AVE	1807429	811739	SMITH WILLIAM REED II		1133 FULTON AV	VALLEJO	CA	94591	0075080050
\$316.39	WNNIFORD, TOM	1234 FULTON AVE	1807593	811740	RAMSEY MELVIN R & CHARLENE		1234 FULTON AV	VALLEJO	CA	94590	0074252310
\$164.70	MARTINSON, ERIN	89 GILLCREST AVE	1807700	811741	VAMVOURIS THOMAS & PAMELA		1411 E SHOREVIEWDR	SAN RAMON	CA	94582	0074072180
\$168.82	MCKNIGHT, EARL	308 GILLCREST AVE	1807841	811742	MCKNIGHT EARL		PO BOX 1042	VALLEJO	CA	94590	0074241250
\$428.24	THOMPSON, IRENE M	346 GILLCREST AVE	1807932	811743	THOMPSON IRENE M		PO BOX 1525	VALLEJO	CA	94590	0074241150
\$297.54	PAYNE, CLARENCE & SHARON	437 GILLCREST AVE	1808120	811744	PAYNE CLARENCE D JT		437 GILCREST ST	VALLEJO	CA	94589	0075061150
\$244.97	CLEMENTS, CODY	440 GILLCREST AVE	1808138	811745	CLEMENTS CODY R		440 GILLCREST AV	VALLEJO	CA	94591	0075070290
\$417.30	SMITH, MILLIE	447 GILLCREST AVE	1808161	811746	SMITH MILLIE A & JOHN H JT		447 GILCREST AV	VALLEJO	CA	94590	0075061130
\$41.84	SMITH, VIOLA	505 GILLCREST AVE	1808260	811747	COLLIER JESSIE M JT		505 GILCREST AV	VALLEJO	CA	94590	0075113130
\$450.11	TRULL, CLARENCE W	1012 HARGUS AVE	1808492	811748	TRULL DAVID WILLIAM TR	CO BARBARA DUCATE	2458 CLARET ST	NAPA	CA	94558	0071310430
\$450.11	GU, QUINGCHUN	1101 HARGUS AVE	1808690	811749	GU OINGCHUN		1101 HARGUS AVE	VALLEJO	CA	94591	0071260090
\$450.06	SHERMAN, DOUG	1117 HARGUS AVE	1808724	811750	SHERMAN DOUGLAS HUGH		301 BRUNSWICK DR	VALLEJO	CA	94591	0071260110
\$297.51	CRAWFORD, CORNELIUS	102 IDORA AVE	1809243	811751	CRAWFORD CORNELIUS		102 IDORA AVE	VALLEJO	CA	94590	0059142270
\$450.12	ALSTON-DAVIS, DONNA & EWAN	1503 LEMON ST	1809250	811752	ALSTON-DAVIS DONNA		1501 LEMON ST	VALLEJO	CA	94590	0061091010
\$804.01	ALEXANDER, JUANETHEL	1639 LEMON ST	1809367	811753	ALEXANDER JUANETHEL		1639 LEMON ST	VALLEJO	CA	94590	0059132150
\$77.55	RODAS, SONIA &	1743 LEMON ST	1809490	811754	PLAZA DE LAS AMER RANCHO SQ LL	CO HOMAR CRESPO	PO BOX 4160	VALLEJO	CA	94590	0059133130
\$252.72	WILLIAMS, MARGIE R	1008 LEWIS AVE	1809607	811755	WILLIAMS MARGIE R (TOD)	CO JASMINE GREEN	5135 EL CAMINO AVE #23	CARMICHAEL	CA	95608	0074120230
\$113.08	PRESLER, DIANE & COLEMAN, BRIAN	1037 LEWIS AVE	1809680	811756	GEMJMF LLC		PO BOX 808	NOVATO	CA	94949	0074133030
\$452.33	AGUSTA, JOSEPH	1163 LEWIS AVE	1809920	811757	AGOSTA DAWN M		1163 LEWISRD	VALLEJO	CA	94591	0074150110
\$409.99	BOOTH, KENNETH	1800 MAGAZINE ST	1810274	811758	BOOTH KENNETH E		1800 MAGAZINE ST	VALLEJO	CA	94591	0075091320

Service Area: Vallejo Unincorporated
Service Provider: Recology

Report of Delinquent Garbage Accounts
FY2018/2019

Lien Amt	Customer Name	Service Address	Acct #	Lien #	Owner Name	Owner Addr 1	Owner Addr 2	City	St	Zip	County Admin
\$252.41	DIAZ, LOUIS	1804 MAGAZINE ST	1810290	811759	DIAZ LOUIS		1804 MAGAZINE ST	VALLEJO	CA	94591	0075091360
\$175.57	PRADOENGLISH, JENNIFER	1815 MAGAZINE ST	1810365	811760	SINGH BALBIR		3873 SHADY OAK CT	TURLOCK	CA	95382	0075092040
\$75.26	S & C PROPERTIES DEVELOPMENT	1833 MAGAZINE ST	1810480	811761	DEAN GEORGE R		1835 MAGAZINE ST	VALLEJO	CA	94591	0075092090
\$144.83	S & C PROPERTY DEVELOPMENT	1835 MAGAZINE ST	1810498	811762	S & C PROPERTY DEVELOPMENT LLC		PO BOX 71127	PT RICHMOND	CA	94807	0075091490
\$25.85	LUCAS, MICHELLE	1903 MAGAZINE ST	1810530	811763	REILLY KEVIN		193 MORNING SUN AV	MILL VALLEY	CA	94941	0075092110
\$402.13	MOORE, MORRIS & CATRINA	1904 MAGAZINE ST	1810555	811764	HARRIS THEODORE & DORLENE TR		1908 MAGAZINE ST	VALLEJO	CA	94591	0075091200
\$435.54	HARRIS, THEODORE & DORLENE	1906 MAGAZINE ST	1810563	811765	HARRIS THEODORE & DORLENE TR		1906 MAGAZINE ST	VALLEJO	CA	94591	0075091200
\$422.78	ARRIAGA, FERNANDO & ROSE	1069 ORCHARD AVE	1810860	811766	ARRIAGA FERNANDO & ROSITA V JT		1069 ORCHARD AV	VALLEJO	CA	94591	0071230120
\$435.09	HUMPAL, BRIAN & YANCY, EDWINI	087 ORCHARD AVE	1810894	811767	WEHARA WILLIAM V TR		255 WINDSOR WY	VALLEJO	CA	94591	0071230270
\$113.08	DEL TORO, GEORGE & AARON	417 PHILIP ST	1810951	811768	ARIAS JAVIER & HILARIA TR		329 RIDGE AVE	VALLEJO	CA	94591	0059152130
\$247.69	TSUEI, RICHARD & YE WEN	407 RIDGE AVE	1811447	811769	TSUEI RICHARD JT		407 RIDGE AVE	VALLEJO	CA	94591	0075070030
\$253.30	HERNANDEZ, JOSE I	429 RIDGE AVE	1811538	811770	HERNANDEZ JOSE I		429 RIDGE AV	VALLEJO	CA	94591	0075070080
\$450.04	GUTIERREZ, JUANA	511 RIDGE AVE	1811587	811771	SILVA JOSEPH M & ERIKA M JT		511 RIDGE AVE	VALLEJO	CA	94591	0075070120
\$241.89	COSGROVE, LINDA	14 SANDY BEACH RD	1811819	811772	COSGROVE JAMES P & LINDA C JT		14 SANDY BEACH RD	VALLEJO	CA	94590	0062020180
\$450.07	CANDIDO, ELIZABETH	101 SPERRY AVE	1812023	811773	CANDIDO ELIZABETH		101 SPERRY AV	VALLEJO	CA	94590	0059125090
\$159.59	HAIGWOOD, MC HENRY & IVERN	110 SPERRY AVE	1812049	811774	SOULE DEBRA		512 NAPA ST	VALLEJO	CA	94590	0059127100
\$450.12	BAILEY, ROYLAND & SONYA	210 SPERRY AVE	1812155	811775	BERRY-BAILEY SONYA JT		210 SPERRY AV	VALLEJO	CA	94590	0059126100
\$143.58	DOUGHERTY, CHARLETT	1105 TAYLOR AVE	1812668	811776	GUINANE DOROTHY		1105 TAYLOR AVE	VALLEJO	CA	94590	0074140040
\$36.34	FAIRCHILD, MORTISHA &	1113 TAYLOR AVE	1812676	811777	FAIRCHILD MORTISHA C		1113 TAYLOR AVE	VALLEJO	CA	94591	0074140050
\$165.68	ARNOLD, TERRY	1266 TAYLOR AVE	1812874	811778	ARNOLD TERRY W & MARLYS A TR		1266 TAYLOR AVE	VALLEJO	CA	94591	0074072280
\$433.02	MOCK, RYAN	17 THOMAS AVE	1812957	811779	GROSS TERRY M		PO BOX 871	CLAYTON	CA	94517	0059122030
\$134.26	ALENCASTRO, ANA	23 THOMAS AVE	1812999	811780	RODRIGUEZ HECTOR J JT		23 THOMAS AV	VALLEJO	CA	94590	0059123170
\$321.65	MOORE, SUNOL	257 THOMAS AVE	1813088	811781	GRAHAM VERNON D & BERTHA M JT		257 THOMAS AVE	VALLEJO	CA	94590	0059127020
\$445.11	FLORES, OSCAR	309 THOMAS AVE	1813112	811782	ESCALANTE ANTONIO & MARIA I JT		1160 BUSH AV	VALLEJO	CA	94591	0059132010
\$387.83	GONZALES, FRANCISCO	309 THOMAS AVE	1813120	811783	ESCALANTE ANTONIO & MARIA I JT		1160 BUSH AV	VALLEJO	CA	94591	0059132010
\$449.90	RODRIGUEZ, JUAN	315 THOMAS AVE	1813161	811784	ESCALANTE ANTONIO & MARIA I JT		1160 BUSH AV	VALLEJO	CA	94590	0059132020
\$450.23	GEDDINS, MARLON	326 THOMAS AVE	1813237	811785	GEDDINS MARLON		326 THOMAS ST	VALLEJO	CA	94590	0059131160
\$25.82	SMITH, BRIANNA & JERANETTA	344 THOMAS AVE	1813336	811786	HALL ROYZELL O TR		130 HORIZON WAY	AMERICAN CANYON	CA	94503	0059133260
\$330.93	WILBERT, ELI	356 THOMAS AVE	1813419	811787	ELI WILBERT		356 THOMAS AV	VALLEJO	CA	94590	0059133200
\$267.86	BORDERS, ZACHARY	360 THOMAS AVE	1813435	811788	ROHRER GREGORY		360 THOMAS AV	VALLEJO	CA	94590	0059133190
\$398.70	ROSS, LOLA	66 VICTORIA ST	1813476	811789	ROSS GARRY L & LOLA M TR		1136 THIRD AV	NAPA	CA	94558	0074060460
\$66.88	WALKER, FELICIA	1136 WARREN AVE	1813617	811790	SKALIN ELENA A		6786 SAWYERS CREEK RD	WESTERVILLE	OH	43081	0074080260
\$450.12	STEVENSON, CARRIE	1141 WARREN AVE	1813633	811791	STEVENSON CARRIE E		1141 WARREN AVE	VALLEJO	CA	94590	0074140150
\$394.50	VILLADSEN, ROSEMARY	1156 WARREN AVE	1813690	811792	BRANDT WILLIAM RONALD TR		2149 NOTTINGHAM DR	KAUFMAN	TX	75142	0074080010
\$75.02	PALAFIX, JUDI &	1207 1/2 WARREN AVE	1813732	811793	PALAFIX JUDI		1207 1/2 WARREN AVE	VALLEJO	CA	94591	0074160630
\$899.36	KIROGA, JOSE & ALBERTO ESPAF	40 A/B WOODROW AVE	1813963	811794	KIROGA JOSE & OTILIA		40 WOODROW AV	VALLEJO	CA	94590	0059142120

Delinquent Accounts 81

Delinquent Total: \$23,461.31

RESOLUTION NO. 2019 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
CONFIRMING DELINQUENT ACCOUNTS FOR GARBAGE COLLECTION, DISPOSAL AND RECYCLING SERVICES
IN THE UNINCORPORATED AREAS OF VACAVILLE, DIXON, AND ELMIRA
AND AUTHORIZING THE PROCESSING OF REAL PROPERTY LIENS**

WHEREAS, the County of Solano administers a Service Agreement with Recology Vacaville Solano to provide garbage collection, disposal and recycling services in the unincorporated areas of Vacaville, Dixon, and Elmira; and

WHEREAS, California Government Code section 25831 authorizes the Board of Supervisors to confirm the delinquent garbage accounts, constitute the delinquent fees as special assessments, record liens against the affected real properties for the amount due and collect in the same manner as ad valorem property taxes; and

WHEREAS, Solano County Code section 23-72 prescribes procedures for delinquent accounts for garbage collection, disposal and recycling services and authorizes the Board to impose an additional administrative charge to process the liens; and

WHEREAS, notices were provided to landowners and recipients of garbage services as required by Government Code section 25831 and Solano County Code section 23-72; and

WHEREAS, on June 4, 2019 the Board set July 23, 2019 as a public hearing date to consider adoption of a resolution confirming delinquent accounts; and a notice of the public hearing date was provided to each delinquent account holder and advertised as required by law.

RESOLVED, the Solano County Board of Supervisors, State of California:

1. Confirms the attached Report of Delinquent Garbage Accounts, which is incorporated by this reference, and authorizes a \$50 administrative charge to be added to each delinquent account for reimbursement to Solano County for administrative costs associated with processing the liens.
2. Directs the Clerk of the Board to file a certified copy of this resolution with the County Recorder creating liens against the parcels contained in the confirmed Report of Delinquent Garbage Accounts.
3. Authorizes the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2019/20 property tax roll.
4. Authorizes the Department of General Services to record a Release of Lien when delinquent amounts are paid.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on July 23, 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

Recology - Vacaville, Dixon, Elmira Report, 2019.xlsx

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	RECOLOGY - VACAVILLE, DIXON, ELMIRA - REPORT OF DELINQUENT ACCOUNTS - 2019												
2													
3	<u>APN</u>	<u>Owner Name</u>	<u>Owner Mailing Address</u>	<u>City</u>	<u>St</u>	<u>Zip</u>	<u>Service Name</u>	<u>House #</u>	<u>Apt</u>	<u>Service Address</u>	<u>Delinq Amt</u>	<u>County Admin</u>	<u>Total Lien Amt</u>
												<u>Chg</u>	
4	0103220110	BOLLA DENISE D LE	8998 BOYCE RD	WINTERS	CA	95694	BOLLA, DENISE	8998		BOYCE RD	\$60.00	\$50.00	\$110.00
5	0106230110	STEINKE ARDELL M & MARY JO TR	7210 BROWNS VALLEY RD	VACAVILLE	CA	95688	STEINKE, MARY JO & ARDELL M.	7210		BROWNS VALLEY RD	\$424.61	\$50.00	\$474.61
6	0142062010	FRANZ JAMES V & LESLIE A-R JT	1642 MORAGA DR	FAIRFIELD	CA	94534	MARTINEZ, IRENE	6065		CALIF PACIFIC	\$307.47	\$50.00	\$357.47
7	0105150070	CROMWELL SHARRON G	4386 CANTELOW RD	VACAVILLE	CA	95688	CROMWELL, SHARRON	4386		CANTELOW RD	\$92.31	\$50.00	\$142.31
8	0102221030	BUSTOS SAMUEL R & DIANE M JT	7101 CARRINGTON LN	VACAVILLE	CA	95688	BUSTOS, DIANE & SAMUEL	7101		CARRINGTON LN	\$96.89	\$50.00	\$146.89
9	0103020110	WRIGHT WILLIAM H & KIMBERLY L	3967 CENTRAL LN	WINTERS	CA	95694	WRIGHT, WILLIAM H	3965		CENTRAL LANE	\$184.80	\$50.00	\$234.80
10	0103020100	WRIGHT WILLIAM H	3967 CENTRAL LN	WINTERS	CA	95694	WRIGHT, WILLIAM & KIMBERLY	3967		CENTRAL LANE	\$184.80	\$50.00	\$234.80
11	0105030650	CHISAMORE THOMAS & TONI TR	7763 CHISAMORE RANCH LN	VACAVILLE	CA	95688	CHISAMORE, THOMAS	7763		CHISAMORE RANCH	\$26.35	\$50.00	\$76.35
12	0105030890	CARDONA CHRISTOPHER	7771 CHISAMORE RANCH LN	VACAVILLE	CA	95688	CARDONA, KATIE & CHRIS	7771		CHISAMORE RANCH	\$92.31	\$50.00	\$142.31
13	0106260620	NEWLAND ADAM SCOTT	4597 CRAIG LN	VACAVILLE	CA	95688	NEWLAND, SHERRI	4597		CRAIG LN	\$427.81	\$50.00	\$477.81
14	0105180720	DOMINGUEZ HENRY J	4326 CROMWELL LN	VACAVILLE	CA	95688	DOMINGUEZ, HENRY	4326		CROMWELL LN	\$185.95	\$50.00	\$235.95
15	0105080280	TURNER CYNTHIA MAUREEN TR	7487 DRY CREEK TL	VACAVILLE	CA	95688	TURNER, CINDY	7487		DRY CREEK TRAIL	\$94.20	\$50.00	\$144.20
16	0109150210	CHASTAIN RICHARD ALLEN	1610 WINFIELD	DIXON	CA	95620	CHASTAIN, RICHARD	7333		ELIZABETH RD	\$423.74	\$50.00	\$473.74
17	0109140160	GRIFFIN JULIE A & MARTIN M JT	7412 ELIZABETH RD	VACAVILLE	CA	95688	GRIFFIN, JULIE & MARTY	7412		ELIZABETH RD	\$427.81	\$50.00	\$477.81
18	0109070270	FREITAS DOUGLAS & SARA JT	7590 ELIZABETH RD	VACAVILLE	CA	95688	FREITAS, SARA & DOUG	7590		ELIZABETH RD	\$577.15	\$50.00	\$627.15
19	0142061180	MCDONALD THOMAS S	418 DAVIS ST #B	VACAVILLE	CA	95688	COVINGTON, TONYA & WAYNE	5313		ELMIRA RD	\$122.01	\$50.00	\$172.01
20	0142061170	GIGGEY JAMES L	6963 MILLS LN	VACAVILLE	CA	95688	PEPPER, MEGAN	5319 C		ELMIRA RD	\$172.31	\$50.00	\$222.31
21	0105050440	DAHLIN PATRICIA J JT	7668 ENGLISH HILLS RD	VACAVILLE	CA	95688	DOTSON, MYLISSA	7668		ENGLISH HILLS	\$427.81	\$50.00	\$477.81
22	0105050920	DUBAY DOROTHY A	7675 ENGLISH HILLS RD	VACAVILLE	CA	95688	DUBAY, DAVID & DOROTHY	7675		ENGLISH HILLS	\$427.81	\$50.00	\$477.81
23	0105020660	BRUSSEAU THOMAS B TR	7760 ENGLISH HILLS RD	VACAVILLE	CA	95688	BRUSSEAU, TOM	7760		ENGLISH HILLS	\$100.88	\$50.00	\$150.88
24	0142032010	GOMEZ ROBERT W	6103 FIRST ST	ELMIRA	CA	95625	GOMEZ, ROBERT	6103		FIRST ST	\$185.95	\$50.00	\$235.95
25	0109160040	TALKEN LINDA A	7393 GENTILE LN	VACAVILLE	CA	95688	TALKEN, LINDA	7393		GENTILE LN	\$92.31	\$50.00	\$142.31
26	0106220260	MEJIA GAUDENCIO & CARMELITA TR	4808 SKYHAWK DR	EL SOBRANTE	CA	94803	WILSON, DAVID & AMBER	5196		GRIFFIN LN	\$195.07	\$50.00	\$245.07
27	0106230490	LAZARO DEBORAH SUE TR	7265 GYPSY LN	VACAVILLE	CA	95688	LAZARO, DEBORAH	7265		GYPSY LN	\$186.07	\$50.00	\$236.07
28	0104072450	BEAUMONT LORRAINE	8325 HALLEY RD	WINTERS	CA	95694	BEAUMONT, LORRAINE	8325		HALLEY RD	\$427.81	\$50.00	\$477.81
29	0106210090	EDMONSON ELMER P	7337 HARTLEY RD	VACAVILLE	CA	95688	EDMONDSON, WINONA	7337		HARTLEY RD	\$309.15	\$50.00	\$359.15
30	0106150220	SPICER BARBARA L	7545 HARTLEY RD	VACAVILLE	CA	95688	SPICER, BARBARA	7545		HARTLEY RD	\$427.81	\$50.00	\$477.81
31	0106090320	GALLEGOS JOE D III	STE 108-135	FAIRFIELD	CA	94534	GALLEGOS, JOE	7621		HARTLEY RD	\$185.95	\$50.00	\$235.95
32	0123160100	RIPLEY GEORGE & MAYLENE JT	7026 JENNY LN	VACAVILLE	CA	95688	RIPLEY, GEORGE	7026		JENNY RD	\$413.76	\$50.00	\$463.76
33	0105140120	NICORA CHRISTOPHER	7408 JUNE BUG LN	VACAVILLE	CA	95688	NICORA, CHRIS	7408		JUNEBUG LN	\$413.76	\$50.00	\$463.76
34	0112120160	JACKSON AARON T	8119 KING RD	DIXON	CA	95620	JACKSON, AARON & MARQUI	8119		KING RD	\$283.81	\$50.00	\$333.81
35	0104170040	PATTERSON MONA A JT	8420 KOBERT RD	WINTERS	CA	95694	HICKMAN, ROBERT	8420		KOBERT RD	\$127.06	\$50.00	\$177.06
36	0106090160	BELCHER GILDA TR	7616 LOCKE RD	VACAVILLE	CA	95688	BELCHER, RAYMOND	7616		LOCKE RD	\$283.81	\$50.00	\$333.81
37	0106090170	MARINKO PETER A & LINDY L JT	2811 S 2350 E	ST GEORGE	UT	84790	TRACY, DEAN	7632		LOCKE RD	\$427.81	\$50.00	\$477.81
38	0106052170	ROYER BRIAN A	7720 LOCKE RD	VACAVILLE	CA	95688	ROYER, SARA & BRIAN	7720		LOCKE RD	\$302.67	\$50.00	\$352.67
39	0106051110	BRITT CAROL DIANE TR	7737 LOCKE RD	VACAVILLE	CA	95688	BRITT, CAROL	7737		LOCKE RD	\$404.20	\$50.00	\$454.20
40	0106052230	HAYNES WILLIE GEORGE	7750 LOCKE RD	VACAVILLE	CA	95688	HAYNES, ODIA	7750		LOCKE RD	\$427.48	\$50.00	\$477.48
41	0106021140	KEMP MARGARE A JT	7885 N LOCKE RD	VACAVILLE	CA	95688	MUNO, KIMBERLY	7885		LOCKE RD	\$427.81	\$50.00	\$477.81
42	0134270050	JAYE WILLIAM R	5096 MAPLE RD	VACAVILLE	CA	95688	JAYE, WILLIAM	5096		MAPLE RD	\$356.56	\$50.00	\$406.56
43	0134280020	US BANK NATIONAL ASSOC TR	8201 CYPRESS PLAZA DR	JACKSONVILLE	FL	32256	AGUIRRE, JOESPH	5162		MAPLE RD	\$393.57	\$50.00	\$443.57
44	0106080290	FOLAN JAMES P & NANCY G JT	15 LOCKE LN	MILL VALLEY	CA	94941	FOLAN, JAMES	7620		MAVERICK LN	\$92.31	\$50.00	\$142.31
45	0105040160	TODD HEATHER E	3941 MEADOWBROOK LN	VACAVILLE	CA	95688	BRESSLER, EDWARD	3941		MEADOWBROOK LN	\$427.81	\$50.00	\$477.81
46	0109070230	HANNER JOYE LOUISE	7544 MERIDIAN RD NORTH	VACAVILLE	CA	95688	HANNER, LOUISE	7544		MERIDIAN RD NORTH	\$427.81	\$50.00	\$477.81
47	0106060050	WOOD BRIAN R & KELLY M JT	7833 N MERIDIAN RD	VACAVILLE	CA	95688	STEVENS, WILLIAM	7833		MERIDIAN RD NORTH	\$92.31	\$50.00	\$142.31
48	0106190220	TRAFICANTE STEPHEN R	4633 MIDWAY RD	VACAVILLE	CA	95688	TRAFICANTE, KRISTIN	4633		MIDWAY RD	\$53.85	\$50.00	\$103.85
49	0106200100	CLARK DAVID W & PENESE L	4705 MIDWAY RD	VACAVILLE	CA	95688	CLARK, DAIVD	4705		MIDWAY RD	\$99.34	\$50.00	\$149.34
50	0106220360	MATTHEWS KERVYN & SKAIDRITE JT	5171 MIDWAY RD	VACAVILLE	CA	95688	HARVEY, SKY & MATTHEWS, KERVYN	5171		MIDWAY RD	\$97.27	\$50.00	\$147.27

	A	B	C	D	E	F	G	H	I	J	K	L	M
51	0109150240	DIAZ GUILLERMO & SHIRLEY JT	5409 MIDWAY RD	VACAVILLE	CA	95688	DIAZ, SHIRLEY & GUILLERMO	5409		MIDWAY RD	\$386.07	\$50.00	\$436.07
52	0133040070	BARRINGER PAMELA	7031 MILLS LN	VACAVILLE	CA	95688	BARRINGER, PAM	7031		MILLS LN	\$41.62	\$50.00	\$91.62
53	0105020050	WRIGHT PATRICK	4130 MOUNTAIN VIEW LN	VACAVILLE	CA	95688	WRIGHT, PATRICK	4130		MOUNTAIN VIEW	\$243.24	\$50.00	\$293.24
54	0104120820	BINION JASON G & TERESA M JT	4043 NORMAN CT	VACAVILLE	CA	95688	BINION, TERESA	4043		NORMAN CT	\$395.08	\$50.00	\$445.08
55	0109050020	WADE JAMES	PO BOX 1450	DIXON	CA	95620	WADE, EMILY	7710		NUNES RD	\$283.66	\$50.00	\$333.66
56	0106120060	BRANCO JOSHUA A & ASHLEY N JT	7515 PADDON RD	VACAVILLE	CA	95688	BRANCO, ASHLEY & JOSH	7515		PADDON RD	\$143.47	\$50.00	\$193.47
57	0106080210	COFFMAN STEVEN S	7593 PADDON RD	VACAVILLE	CA	95688	BARBER, ALPHONSO	7591		PADDON RD	\$279.33	\$50.00	\$329.33
58	0106080350	RUBIO ANDY MANUEL	225 CLEVELAND AVE	BAY POINT	CA	94565	RUBIO, ASHLEY & ANDY	7597		PADDON RD	\$185.95	\$50.00	\$235.95
59	0105050340	SAPP STEVEN E TR	21009 S MURPHY RD	RIPON	CA	95366	SAPP, AARON & CHRISTINA	4230		PEACEFUL GLEN	\$413.50	\$50.00	\$463.50
60	0121191170	HUTCHINSON GINA LOUISE	17440 GRAND ISLAND ROAD	WALNUT GROVE	CA	95690	ROBINSON, ARTHURIA & MARCUS	7025		PLEASANT HILLS RANCH	\$570.35	\$50.00	\$620.35
61	0134260010	MOORE JAMES G & STAR JT	5148 POPLAR RD	VACAVILLE	CA	95687	MOORE, JAMES	5148		POPLAR RD	\$302.37	\$50.00	\$352.37
62	0133170060	MARSHALL RUSSELL H TR	PO BOX 1942	CAMPBELL	CA	95008	MARSHALL, RUSSELL	5193		POPLAR RD	\$427.81	\$50.00	\$477.81
63	0133170020	GUZMAN JUAN PANTOJA	5263 POPLAR RD	VACAVILLE	CA	95687	SANTIAGO, RUDY R	5263		POPLAR RD	\$150.00	\$50.00	\$200.00
64	0106080040	DEUTSCHE BANK NAT TR COMP TR	3217 S DECKER LAKE DR	SALT LAKE CITY	UT	84119	BOYKIN, GLORIA	7606		PUTMAN RD	\$629.96	\$50.00	\$679.96
65	0106080030	ROBINSON SERENA R	7628 PUTMAN RD	VACAVILLE	CA	95688	MAIDEN, CHRISTINA	7620		PUTMAN RD	\$188.94	\$50.00	\$238.94
66	0106080020	ROBINSON SERENA R	7628 PUTMAN RD	VACAVILLE	CA	95688	ROBINSON, SERENA	7628		PUTMAN RD	\$425.51	\$50.00	\$475.51
67	0112080130	GUZMAN ISIDRO & ANGELINA	7108 STATE HIGHWAY 113	DIXON	CA	95620	GUZMAN, ANGELINA	7108		RIO DIXON RD	\$94.57	\$50.00	\$144.57
68	0106210510	VINCENT RORY C	4842 ROBINSON RD	VACAVILLE	CA	95688	VINCENT, DOREEN	4842		ROBINSON RD	\$427.81	\$50.00	\$477.81
69	0106150320	MOLLES JEROME J	PO BOX 923	DIXON	CA	95620	COFFEE, JESSICA & TIMOTHY	4849		ROBINSON RD	\$92.31	\$50.00	\$142.31
70	0104120430	MCGOWAN WILLIAM K & JULIE L JT	4232 ROLLING HILLS LN	VACAVILLE	CA	95688	MCGOWAN, JULIE & BILL	4232		ROLLING HILLS	\$427.81	\$50.00	\$477.81
71	0105200040	WALLACK ERIC	7148 SCENIC CANYON TRL	VACAVILLE	CA	95688	WALLACK, ERIC	7148		SCENIC CANYON TRAIL	\$92.31	\$50.00	\$142.31
72	0105210480	OGREN DANIELLE M & JOSHUA G	7135 SHELTON LANE	VACAVILLE	CA	95688	OGREN, DANIELLE	7135		SHELTON LN	\$185.95	\$50.00	\$235.95
73	0105180600	RAMIREZ LISA M	7155 SHELTON LN	VACAVILLE	CA	95688	MONTOYA, LISA & JEREMIAH	7155		SHELTON LN	\$208.53	\$50.00	\$258.53
74	0105180370	BIANCHI DAVID L JR & R L JT	7176 SHELTON LN	VACAVILLE	CA	95688	BIANCHI, REGINA & DAVID	7176		SHELTON LN	\$92.31	\$50.00	\$142.31
75	0104150270	WELTER IAN L & JENNIFER S JT	7904 SPENCER LN	VACAVILLE	CA	95688	WELTER, IAN & JENNIFER	7904		SPENCER LN	\$92.31	\$50.00	\$142.31
76	0106052070	STAKE MARGARET M	4860 STORE RD	VACAVILLE	CA	95688	STAKE, MARGARET	4860		STORE RD	\$427.59	\$50.00	\$477.59
77	0104072290	CORBELLA VINCENT M & SUSIE JT	5051 SWEENEY RD	WINTERS	CA	95694	CORBELLA, VINCENT	5051		SWEENY RD	\$632.00	\$50.00	\$682.00
78	0105150280	WHITESIDE GARRY L & G L JT	7351 TIMM RD	VACAVILLE	CA	95688	WHITESIDE, GARRY	7351		TIMM RD	\$425.51	\$50.00	\$475.51
79	0106170270	PEARCE MARY L & WALTER W	7404 TIMM RD	VACAVILLE	CA	95688	PEARCE, WALTER & MARY	7404		TIMM RD	\$629.98	\$50.00	\$679.98
80	0104071160	ACOSTA DAVID P & CAROL A TR	4955 SWEENEY RD	WINTERS	CA	95694	ADAMS, DIANE	8316		TUBBS RD	\$92.31	\$50.00	\$142.31
81	0106090190	SWITZER RONNIE J TR	4000 N DOVE CT	FEATHERVILLE	ID	83647	SWITZER, JUSTIN & STEPHANIE	4833		UDELL RD	\$34.59	\$50.00	\$84.59
82	0142091050	MASCITELLI JOHN J	5372 VACA STATION RD	ELMIRA	CA	95625	MASCITELLI, JOHN	5372		VACA STATION RD	\$313.42	\$50.00	\$363.42
83	0142103110	VASQUEZ JOSE JT	5387 VACA STATION RD	VACAVILLE	CA	95687	VASQUEZ, SARA &	5387		VACA STATION RD	\$92.31	\$50.00	\$142.31
84	0133140020	CHAVEZ ALFREDO & ELVA JT	6793 WILLOW RD	VACAVILLE	CA	95687	CHAVEZ, ALFREDO	6793		WILLOW RD	\$96.34	\$50.00	\$146.34
85													
86										OCM TOTAL 81	\$21,944.96	\$4,050.00	\$25,994.96



Solano County

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

Agenda Submittal

Agenda #:	23	Status:	Regular Calendar
Type:	Resolution	Department:	County Administrator
File #:	19-539	Contact:	Ian Goldberg, 784-6116
Agenda date:	07/23/2019	Final Action:	
Title:	Receive and consider the report on the Nexus Analysis for Solano County Public Facilities Fee Update; Conduct public hearing regarding the proposed Public Facilities Fee; and Adopt a resolution establishing modified Public Facilities Fee amounts effective October 1, 2019		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Article X. Public Facilities Fees, B1 - Recommended Fee Memo, B2 - Nexus Analysis for Public Facilities Fee Update, C - STA Memo, D - Resolution, E - Public Hearing Notice		

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

Public Hearing Required? Yes ☒ No ☐

DEPARTMENTAL RECOMMENDATION:

The County Administrator's Office recommends that the Board of Supervisors:

- 1) Receive and consider the report on the *Nexus Analysis for Solano County Public Facilities Fee Update*;
- 2) Conduct a public hearing regarding the proposed Public Facilities Fee; and
- 3) Adopt a resolution establishing modified Public Facilities Fee amounts effective October 1, 2019.

SUMMARY:

California Government Code section 66000 et seq. requires that local agencies that collect Public Facilities Fee (PFF) evaluate the assumptions that justify the collection of PFF every five years. Solano County's last evaluation on the criteria for the PFF was completed in 2013. The County Administrator's Office scheduled this *Nexus Analysis for Solano County Public Facilities Fee Update* (Nexus Analysis) in FY2018/19 and subsequently entered into an agreement with Economic and Planning Systems, Inc. (EPS) in August 2018 to conduct the County's five-year review. Based on that analysis, new fee amounts are proposed (Attachment B1). Adoption of the new fee amounts will help assure that the County is able to build facilities in future years that become necessary due to growth within the County.

FINANCIAL IMPACT:

Adoption of the proposed PFF amounts will result in revenue to ensure that the County is able to build facilities required to provide services to the County's population in 2040. In FY2017/18, the last year in which PFF

revenue information is available for a full year, the County collected approximately \$6 million. As proposed in the Nexus Analysis Update, the PFF could fund approximately \$600 million in capital facilities through 2040 if fees were charged at maximum allowable levels. This represents approximately 52 percent of the total costs of the facilities identified in the updated Nexus Analysis, suggesting that the County would need to identify and obtain funding for approximately \$548.5 million from non-PFF sources during the life of the fee program.

For development feasibility reasons, staff is recommending the proposed PFF amounts be set lower than the maximum allowable, at levels that are consistent with the existing fees. The recommended fee levels are slightly higher than the existing fees for single family residential units, and some nonresidential land use categories, while the fees for multifamily residential units, accessory dwelling units, and senior housing, as well as other nonresidential land use categories are lower than the existing amounts.

If fees are adopted at the recommended levels and if new development materializes consistent with the growth projections, the PFF will generate approximately \$288.5 million of revenue. This revenue can be used as the local match to leverage other funding opportunities.

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

DISCUSSION:

Background

The County has been collecting Public Facilities Fees (PFF) since 1992 pursuant to the Mitigation Fee Act (Government Code section 66000 et seq.) and Article X of Chapter 11 of the County Code (Attachment A) to assist in the financing of public facility improvements required as the result of new development within Solano County. PFF are collected in both the unincorporated area as well as in the incorporated areas by cities on behalf of the County.

The Mitigation Fee Act requires that the premises and projections upon which PFF were established be evaluated at least every five years. The last evaluation occurred in FY2012/13. On August 28, 2018, the Board approved a contract with EPS to provide the evaluation and analysis for the five-year update. The contract included the following components, based on the scope of work and task list described in the RFQ:

- 1) Comprehensive study evaluating the relationship between new development within the County, including cities, and the amount of public facilities the County must acquire to accommodate growth through 2040.
- 2) Analysis to determine what components should be continued, added/eliminated or modified and what fees should be charged so that adequate revenues are raised to cover future costs for additional public facilities as growth occurs. Solano County currently collects the PFF for the following components: Countywide Public Protection (includes Courts), Health and Social Services, Library, General Government, Transportation and an administrative oversight charge.

Current Nexus Analysis

The *Nexus Analysis for Solano County Public Facilities Fee Update* (Attachment B2) extends the County's planning horizon to 2040 and documents the relationship between new development in Solano County and the public facilities the County must acquire/build to accommodate growth through 2040. The Nexus Analysis also updates facility requirements as some facilities for which PFF was collected have been completed, and others added. In addition, current population and future population projections have changed significantly from what

was included in the 2013 study. Land use categories have been refined to be more reflective of current land uses, and to simplify application of the fee. The estimate of public facilities required to serve growth assumes that new development will provide facilities adequate to maintain County facility standards.

The Nexus Analysis outlines the methodologies used in calculating the proposed fee amounts. Some amounts are established based on the service standards used in the 2007 study, such as the projected 0.76 square feet per capital for new library facilities, which is noted in the report. In cases where new or expanded facilities or infrastructure improvements are determined to be needed entirely to accommodate new growth, 100 percent of the costs are attributed to future development.

Transportation Component

The transportation component has two parts. The first part, Part A, of the transportation component of the PFF is designed to generate fair-share funding from new development to recover County debt service obligations on the Vanden Road segment of the Jepson Parkway and Suisun Parkway in the unincorporated area.

The second part, Part B, is the Regional Transportation Impact Fee (RTIF), which has been updated in coordination with the Solano Transportation Authority (STA), in consultation with the STA's RTIF Policy Committee, composed of the seven City Managers, the Mayors, County Administrator, and one County Supervisor. (Attachment C)

According to the RTIF, it is currently estimated that the maximum allowable fee for the RTIF will be approximately \$10,997 per dwelling unit equivalent (DUE), which is equivalent to a single-family unit. However, staff recognizes that development impact fees can impose a significant financial challenge on developers, potentially affecting the economic viability of specific projects. Consequently, staff in consultation with the STA recommend adopting the RTIF in an amount that is much lower than the maximum allowable RTIF fee. The recommended fee is \$2,500 per DUE or single-family unit, which is 22.7 percent of the maximum allowable fee. The transportation component is expected to generate approximately \$72.9 million based on staff recommendation.

Historically, the County has not indexed its fees each year. However, the RTIF Subcommittee (a subcommittee of the STA Board) met on July 10, 2019 and discussed the possibility of indexing the RTIF (Part B) fee, to help keep fee revenue more in line with construction costs. The Subcommittee decided to refer the matter to the Mayors Group for discussion. If the cities are in agreement, the County may elect to increase the RTIF (Part B) component of the fees each year. This request may come to the Board within the year but does not affect the recommended fee levels at this time.

As required by the Government Code, a public notice was published twice and at least 10 days before the Board's consideration of the final report. In addition, letters were sent to individuals requesting advanced 14-day written notice that the Nexus Analysis was available on the County's website, and cities were notified by email. Public outreach meetings were also held on June 26, 2019 and July 10, 2019 to provide the public the opportunity to be part of the review process. The draft public review report was also placed on the County's website.

The Nexus Analysis provides the necessary nexus documentation for the adoption of the updated public facilities fee. The County Code is outlined in Article X of Chapter 11. The new fee amounts would be effective October 1, 2019 with the adoption of the resolution (Attachment D) as authorized by County Code Sec. 11-132.

ALTERNATIVES:

The Board of Supervisors could:

- 1) Choose to establish lower fee rates than those recommended in this report. Selection of this alternative would result in realizing even lower revenues than the fee rates recommended in the report as the Nexus Analysis provides justification for higher maximum allowable fees. Establishing lower fee amounts than those recommended would have an adverse impact on the County being able to fund future facilities to meet projected growth in the county.
- 2) Choose to defer the proposed new rates until a later date. This would result in the current rates staying in place. This is not recommended as the Nexus Analysis updates the premises and projections for the fee rates with current data assumptions and reduced fee amounts.
- 3) Direct staff to modify assumptions or components included in the Nexus Analysis and return back to the Board. However, this is not recommended as the consultant has provided a thorough analysis supported by specific findings based on current available data.

OTHER AGENCY INVOLVEMENT:

The County Administrator's Office has worked with staff from Auditor-Controller's Office, Ag Commissioner/Weights and Measures, County Counsel, County Library, Resource Management, General Services, Health and Social Services, District Attorney's Office, Sheriff's Office, Probation and Department of Information Technology in providing information to EPS for their comprehensive analysis, and review of the *Nexus Analysis for Solano County Public Facilities Fee Update*. In addition, the County Administrator's Office has shared the report with cities and the development community, including holding public outreach meetings.

ARTICLE X. PUBLIC FACILITIES FEES

Sec. 11-130. Findings

(a) Beginning in January 1990, the Board of Supervisors and County staff have continued to express concern that new residential, commercial and industrial development in the County was placing increasing demands on a variety of County facilities. This concern was evidenced by Resolution 90-16 of the Solano County Board of Supervisors, which was jointly adopted by all of the cities in the County.

(b) Resolution No. 90-16 led to the hiring by the County of Recht Hausrath & Associates to identify the needs for new public facilities caused by additional residential, commercial and industrial development in the County, and to advise the County on appropriate means of recovering those costs.

(c) In order to mitigate impacts caused by new development projects within the County and to implement the goals and objectives of the County General Plan, Public Facilities Fees are necessary to finance public facilities and to assure that new development projects pay their fair share for these facilities.

(d) Title 7, Chapter 5, section 66000 et seq. of the California Government Code provides that Public Facilities Fees may be enacted and imposed on development projects. The board of supervisors finds and determines that:

(1) New development projects both in cities and the unincorporated area of Solano County cause the need for construction, expansion or improvement of public facilities within Solano County.

(2) Without fees from a dedicated funding source, funds for construction, expansion or improvement of public facilities are not available to accommodate the needs caused by development projects; which will result in inadequate public facilities within Solano County.

(e) The board of supervisors finds that the public health, safety, peace, morals, convenience, comfort, prosperity and general welfare will be promoted by the adoption of Public Facilities Fees for the construction, expansion or improvement of public facilities, the need for which is caused by new development projects. In establishing Public Facilities Fees, the board of supervisors finds the fees to be consistent with the County General Plan and, pursuant to Government Code section 65913.2, has considered the effects of the fees with respect to the County's housing needs as established in the Housing Element of the County's General Plan.

(f) Adoption of this ordinance does not have the potential to cause a significant effect on the environment. This ordinance does not authorize new development or require it. Rather it provides that if and when development is

approved, under whatever laws and policies are otherwise in effect, it will be subject to a fee. This ordinance does not approve or foreordain approval of any public facilities nor mandate or alter the level of facilities to be constructed. Therefore, further review of this ordinance under the California Environmental Quality Act ("CEQA") is not required.

(g) This ordinance is also exempt from review under CEQA pursuant to California Public Resources Code section 21080(b)(8) and CEQA Guidelines section 15273(a)(4). This ordinance does not contemplate, identify, or approve expansion of the area for which County services are provided.

Sec. 11-131. Definitions

(a) **Construction** for which fees apply means all residential, multi-family, commercial, manufacturing, office, retail, wholesale buildings, and other land uses as defined in the applicable building and/or zoning ordinances of each city in Solano County, and in the building and zoning ordinances of the County itself.

(b) **Exempt construction** means (1) those projects for which a building permit was issued prior to October 26, 1992; or (2) projects which do not require the payment of city development fees. For purposes of this section, exempt construction does not include projects for which development fees have been waived by a local agency.

Sec. 11-132. -Imposing public facilities fees

(a) All construction not otherwise exempt pursuant to provisions of Section 11-131(b), shall be subject to and pay the County public facilities fee. Such development fee shall be paid and collected as provided in Sections 11-133 and 11-134. Construction and development shall not be otherwise regulated under this ordinance.

(b) The imposition of public facilities fees shall be accomplished, from time to time, by resolution of the board of supervisors after a noticed public hearing. Such fees, when imposed, shall be a condition of the issuance of permits for, or the approval of, development projects. In adopting each such resolution, the board of supervisors shall:

- (1) Identify the purpose of the fee;
- (2) Identify the use to which the fee is to be put;
- (3) Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed;
- (4) Determine that there is a reasonable relationship between the need for the public facilities and the impacts caused by the type of development project on which the fee is imposed;
- (5) Determine that there is a reasonable relationship between the amount of the fees and the cost of the public facilities, or portion of the public facilities, attributable to the development projects on which the fees are imposed; and

(6) Establish, as a part of each such resolution, a schedule of fees.

Sec. 11-133. Payment of fee

(a) **Time for Payment of Fee.** Fees for applicable development shall be paid prior to the issuance of the certificate of occupancy, or at the time of final inspection, whichever comes first, or, if the provisions of Government Code section 66007 are met, at the time of issuance of a building permit for any non-exempt construction under the provisions of this ordinance. Section 66007 requires that to collect fees at the building permit stage, an account has to be established for the fees to be collected and funds appropriated, and the board has to adopt a proposed construction schedule or plan prior to final inspection of issuance of the certificate of occupancy.

(b) **Fee Amounts.** Except to the extent reduced by an in-lieu contribution approved pursuant to subdivision (e), which in-lieu contribution will only apply to development within the unincorporated areas of the County, fees under this section shall be payable in those specific amounts designated by the board of supervisors, and amended from time to time by board resolution. The amount payable shall be reduced by the amount of any fee charged to the developer by any other jurisdiction to provide funding for the same County facilities. The board of supervisors may adjust by resolution the fee amounts one time annually based on the percentage increase in the Engineering News Record Construction Cost Index or a similar index which measures typical construction costs for facilities generally similar to those to be built by the County.

(c) **Appeal.**

Any person may protest the imposition of any fee imposed under the provisions of this ordinance by meeting the following requirements:

(1) Tendering any required payment in full or providing satisfactory evidence of arrangements to ensure performance of the conditions necessary to meet the requirements imposed.

(2) Serving written notice on the clerk to the board of supervisors, which notice shall contain all of the following information:

(A) A statement that the required payment is tendered, or that any conditions which have been imposed are provided for or satisfied, under protest.

(B) A statement informing the board of supervisors of the factual elements of the dispute and the legal theory forming the basis of the protest.

(3) The protest must be filed no later than 90 days after the date of the imposition of the fee hereunder.

Where a protest has been filed in compliance with these provisions, the protest resolution procedure shall be as set forth under the provisions of Government Code section 66020 et seq.

(d) **Demolition or destruction offset.** Where a building permit is issued within two years after demolition on the same lot, or where new construction replaces a structure on the same lot which was damaged or destroyed by fire, earthquake or other causes similarly beyond the owner's control, the amount of new construction taken into account under this ordinance shall be reduced by the number of square feet which were demolished or destroyed.

(e) **In-lieu Contribution.** The County may authorize for affected development within the unincorporated areas of the County, in connection with approval of a subdivision map or any other development approval subject to a required public hearing before any agency of the County, the substitution of completed facilities or another contribution of at least equivalent value to the public facilities fee in place of all or part of the fees required under this ordinance. The facilities or other contribution must reduce the need for new County public facilities in one or more of the areas specifically identified in this ordinance as being supported by these fees. Where the facilities or other contribution exceed in value the fee amount in the category or categories in which a benefit is provided, the County may (but shall not be required to credit the excess value against fees in other categories and may further provide for a compensating allocation to the other categories of future fee receipts from the category in which a benefit is provided.

(f) **Information Required.** Where the County is to issue a building permit, the person liable for the fee shall submit to the Department of Resource Management such information as the department may require to calculate the amount due, or, where a city certifies square footage and use, or number of dwelling units, pursuant to section 11-134(b), the information necessary to calculate the fee shall be submitted to the city by the applicant.

Sec. 11-134. City collection of fees

(a) **Collection of fee.** Each incorporated city within the County shall, pursuant to a separate agreement entered into between that city and the County, collect the fee required under the provisions of this ordinance, and in the amount as may be amended by subsequent County resolution, on behalf of the County. The city will collect a fee for all non-exempt property pursuant to provisions of this ordinance, or as that fee may be modified from time to time, at the time of the issuance of a certificate of occupancy or upon final inspection, whichever occurs first, or if the provisions of Government Code section 66007 are met, at the time of issuance of a building permit.

(b) **Remitting of fee by city.** Each city shall remit to the County, on a quarterly basis, the sum of those fees collected during that quarter. The quarter shall be

based upon a fiscal year quarter. The remittance shall be less any administrative charges as set out in (c) below.

(c) Administrative charge for city. Each city which collects the County facilities fee pursuant to subsection (a) and pays the fee to the County Tax Collector pursuant to subsection (b) shall be entitled to retain an administration charge specified pursuant to section 11-136.

(d) County to defend. Upon reasonable notice by a city after notice of any claim or challenge, the County will defend, at its expense and with counsel of its choice, indemnify and hold harmless any city for any losses incurred as a result of implementation of the collection system, including claims, demands, protest, or causes of action and /or judgments, including attorney fees and costs, except to the extent of the city's own willful misconduct or gross negligence.

Sec. 11-135. Use of fees

(a) Fee allocation. The County Auditor-Controller shall allocate all fees received into separate accounts to be expended for the purpose for which the fees were collected. The auditor-controller shall maintain such accounts from year to year.

(b) Use limitation. Amounts in each of the accounts shall be expended exclusively to determine the necessity of, plan, design, carry to completion, acquire or lease-purchase expanded or additional public facilities of the type corresponding to that fund, except as provided in subsections (1) and (2). In no event shall any fee collected pursuant to this ordinance (other than an administrative or processing charge) be expended for any purpose other than expanded or additional public facilities established pursuant section 11-132(b).

(1) Funds may be advanced from one account to another where the advance is for public facilities which are proceeding sooner than those public facilities to be funded by the account from which the advance is furnished, and where the advance will be repaid from future fee revenue allocations to the account receiving the advance.

(2) Funds may be transferred between accounts where the transferred amount is used for a public facility for which the actual cost attributable to new development as shown by subsequent evidence exceeds the corresponding amount established pursuant section 11-132(b), provided that this subsection provides no authority to increase in any respect the aggregate fee amount payable by any development.

(c) Government Code requirements. The auditor-controller shall deposit, invest and account for all fees received under this ordinance pursuant to Government Code section 66006 (and any successor provision). Any fees received under this ordinance and not expended or committed within five (5)

years after receipt shall be refunded pursuant to Government Code section 66001 (and any successor provision), unless the County otherwise complies with the requirements of section 66006.

(d) Annual Report. An annual report shall be prepared by the County and provided to all cities to account for the use of all the fees collected under this ordinance. This report shall be prepared pursuant to the provisions of Government Code section 66006. The cities will provide any fiscal information relative to the collection of these fees that is requested by the auditor-controller, in order to facilitate the preparation of these reports.

Sec. 11-136. Administration

(a) Charge. The auditor-controller shall determine the estimated costs of administration of this ordinance and may recommend to the board of supervisors a charge to recover those costs. Initially, costs shall be estimated and the board of supervisors may establish a charge separately, by resolution, for at least the following two types of administration:

(1) Administration through a city which collects and pays over to the County the County facilities fee pursuant to Section 11-135(a). In lieu of an administrative charge based upon the calculations set forth in subdivision (a), a city may elect to retain the interest earned on those fees collected while the city retains the fees, prior to remittance at the end of each quarter

(2) Administration by the County, including any additional costs resulting from implementing a County review process to identify applicable developments and carry out this ordinance, or from analysis by the County, not otherwise required, of the number of dwelling units, use or square footage of a development, in order to determine the facilities fee payable.

(3) The board of supervisors may, by ordinance, modify or terminate any charge set under this section and may establish additional charges related to administration of this ordinance.

(b) Additional rules and regulations. The board of supervisors may adopt by resolution rules, regulations, guidelines and procedures for administration of this ordinance. The County Department of Resource Management shall provide estimates of fees payable by impacting developments. The County Department of Resource Management, County Administrator's Office and Auditor-Controller may each adopt such further rules or regulations not in conflict with any action of the board of supervisors, as may be appropriate to carry out this ordinance.

Sec. 11-137. Enforcement

(a) Civil proceedings. The County Counsel may institute civil proceedings to enforce this ordinance, including without limitation actions for injunction and civil penalties. Construction without the authorization required by this ordinance and the payment of the fees required may be suspended by a court of competent jurisdiction. Violation of this ordinance interferes with provision of public services, and shall be a public nuisance.

(b) Costs of securing compliance. Any person or entity not in compliance with this ordinance shall be liable, in addition to other amounts provided for in this section, for attorneys' fees, or the reasonable costs of staff legal services incurred by the County, and all other reasonable costs of securing compliance, including the collection of the fees.

(c) Interest. Interest shall accrue on all fees not paid when due pursuant to this ordinance at the rate prescribed by law for interest on judgments, from the date when payment was due until the date payment is received in full.

Sec. 11-138. Termination of ordinance as it applies to cities

It is provided that the provisions of this ordinance, as they apply to the imposition and collection of capital facilities fees by the cities in Solano County on behalf of the County, for non-exempt construction within the incorporated limits of cities, shall terminate upon any of the following events occurring:

(a) The board of supervisors fails to adopt, impose, and levy a Solano County Public Facilities Fee as authorized by provisions of Government Code section 66000 et seq.

(b) The County fails to maintain the land use policy of "what is urban shall be municipal," or unreasonably modifies, amends, or alters the Solano County General Plan to increase existing densities or existing designations of residential, commercial and industrial land uses as presently in place or presently under study, and so long as existing County land uses are subject to limitations on land use development similar to those provided by County Measure "A," whether those provisions continue in effect by act of the electorate or are imposed by the board of supervisors.

(c) The County public facilities fee to be collected by cities is greater than the rate imposed on development occurring in the unincorporated areas of the County.

(d) The County fails to adopt a public facilities capital improvement plan in support of the fee, such plan having been initially adopted, and thereafter annually updated, following a noticed public meeting between representatives of the County and the cities within the County, so that close cooperation can be maintained between the County and the cities within the County with respect to

the capital improvements proposed to be funded by the County public facilities fee.

Sec. 11-139. Severability

If any provision of this ordinance, or its application to any person or circumstances, shall be held invalid or unenforceable, the remainder of this ordinance shall not be affected; the provisions of this ordinance are intended to be severable. If the amount of any fee payable under this ordinance is held excessive, or invalid or unenforceable in part, the remainder of the fee shall nonetheless be due and payable.

DRAFT TECHNICAL MEMORANDUM

To: Ian Goldberg, Budget Officer, County Administrator's Office

From: Jason Moody, Ashleigh Kanat, and Anisha Gade

Subject: Recommended Fee for Solano County Public Facilities Fee Update; EPS #181056

Date: July 12, 2019

The Economics of Land Use



This memorandum proposes an approach and a methodology for deriving a recommended development impact fee schedule for the Solano County Public Facilities Fee (PFF) update. The PFF update process has been initiated by County staff, consistent with the Mitigation Fee Act requirements for development impact fee programs, which indicate that jurisdictions should evaluate and update fee levels every five years to realign growth projections, new capital improvements projects, and project costs. The final fee levels must be approved by the Solano County Board of Supervisors.

This memorandum has been prepared by EPS at the request of the County to guide the policy decisions about final fee levels. The updated nexus study, provided separately, calculates the maximum allowable fee based on the requirements of the Mitigation Fee Act. County staff has directed EPS to develop an approach and methodology to reducing the maximum allowable fees to levels that are not materially higher than existing fee levels and that broadly reflect economic feasibility considerations.

The approach and methodology described in this memo represent one option available to the Solano County Board of Supervisors (BOS) as final fee levels are adopted. There are several other options available to the BOS, which are listed at the end of this memo.

It is important to note that while the optimal fee level can be informed by technical analysis, it is ultimately a matter of public policy and, therefore, considers factors outside of the EPS scope of analysis, including input from community stakeholders.

Summary of Approach and Methodology

EPS's approach to developing the recommended fee levels attempts to balance the following objectives and principles.

1. The total maximum allowable fees, as calculated in the nexus study likely are higher than can be supported by new development and should be reduced. Where justified by the nexus analysis, the

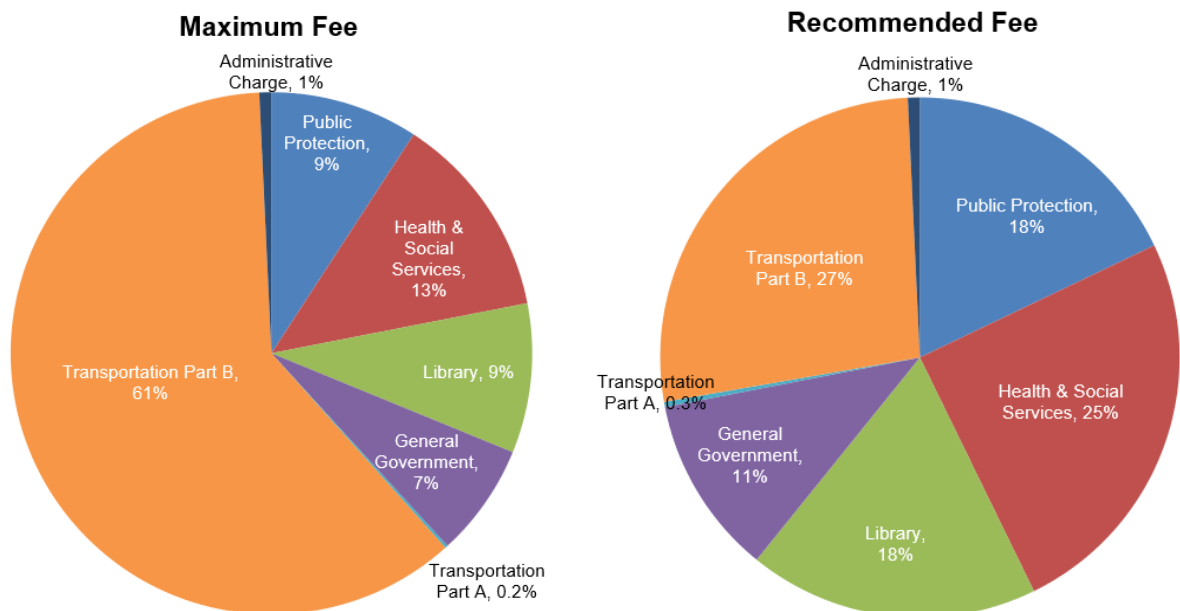
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- recommended fees, on balance, should not be unreasonably higher than the existing 2013 fee levels and should be considered in the context of existing fee levels in surrounding areas.
2. Because the transportation fee is the largest component of the overall fee program (see **Figure 1**) and because transportation improvements are more likely to benefit from regional/state grant funding, reductions to the maximum fees should occur from Part B of the transportation component. This is the same approach that was used to establish 2013 fee levels.
 3. Fees among residential land use categories and fees among nonresidential land use categories should vary based on their *proportional* impact (e.g., a land use that generates more trips than another land use should pay a proportionally higher fee). This proportionality can be achieved by maintaining a common cost per dwelling unit equivalent (DUE). A DUE is a normalizing metric that allows total costs to be allocated between different land use types in a manner proportionate to the number and type of trips generated.

Figure 1 Fee Component Breakdown of Maximum Fee and Recommended Fee



Detailed Methodology

As shown in **Figure 1**, because Part B of the transportation fee is the largest component of the overall fee program and because transportation improvements are more likely to benefit from regional/state grant funding, the fee reduction comes from the Part B component. All of the other components of the fee program remain at the maximum allowable fee levels. Despite the reduction, this fee component remains the largest share of the overall Solano County PFF.

The reduction was achieved by artificially limiting the maximum allowable "cost per DUE," as shown in **Table 1**. The nexus analysis results in a maximum allowable cost per DUE of \$10,997. The reduction occurs by limiting the recommended cost per DUE to \$2,500 for each residential DUE, \$375 for each retail/commercial and service/commercial DUE, and \$750 for all other nonresidential DUEs. For example, a single family residential unit has a DUE of 1.0, resulting in a "Part B" transportation fee of \$2,500 per unit, while a multifamily unit has a DUE of 0.56, resulting in a fee of \$1,400 per unit. As a nonresidential example, 1,000 square feet office space

have a DUE of 0.89. With a cost per DUE of \$750, the resulting fee is \$667.50 per 1,000 square feet.

The cost per DUE of \$2,500 for the residential uses results in an overall increase of 3 percent for a single family unit; a 1 percent decrease for a multifamily unit and an 2nd Unit or an Accessory Dwelling Unit; and, the fee decreases by 9 percent for an age-restricted multifamily unit. Residential fees range from 51 to 63 percent of the maximum allowed across the four land use categories.

Limiting the retail/commercial and service/commercial categories cost per DUE to \$375 and to \$750 per DUE for all other nonresidential uses results in decreases for some land use categories (e.g., lodging and office) and increases for all others. A lower cost per DUE among the nonresidential uses means that the nonresidential uses receive a proportionately greater reduction (fees range from 3.4 to 6.8 percent of the maximum allowed for all nonresidential land use categories).

The relationship between fee levels for different land uses vary in this update relative to 2013 primarily due to structural differences in the underlying Solano County Transportation Authority's regional travel demand model, which is a major input into EPS's maximum fee nexus analysis. In this update, the DUEs are materially different than in 2013 for a number of reasons:

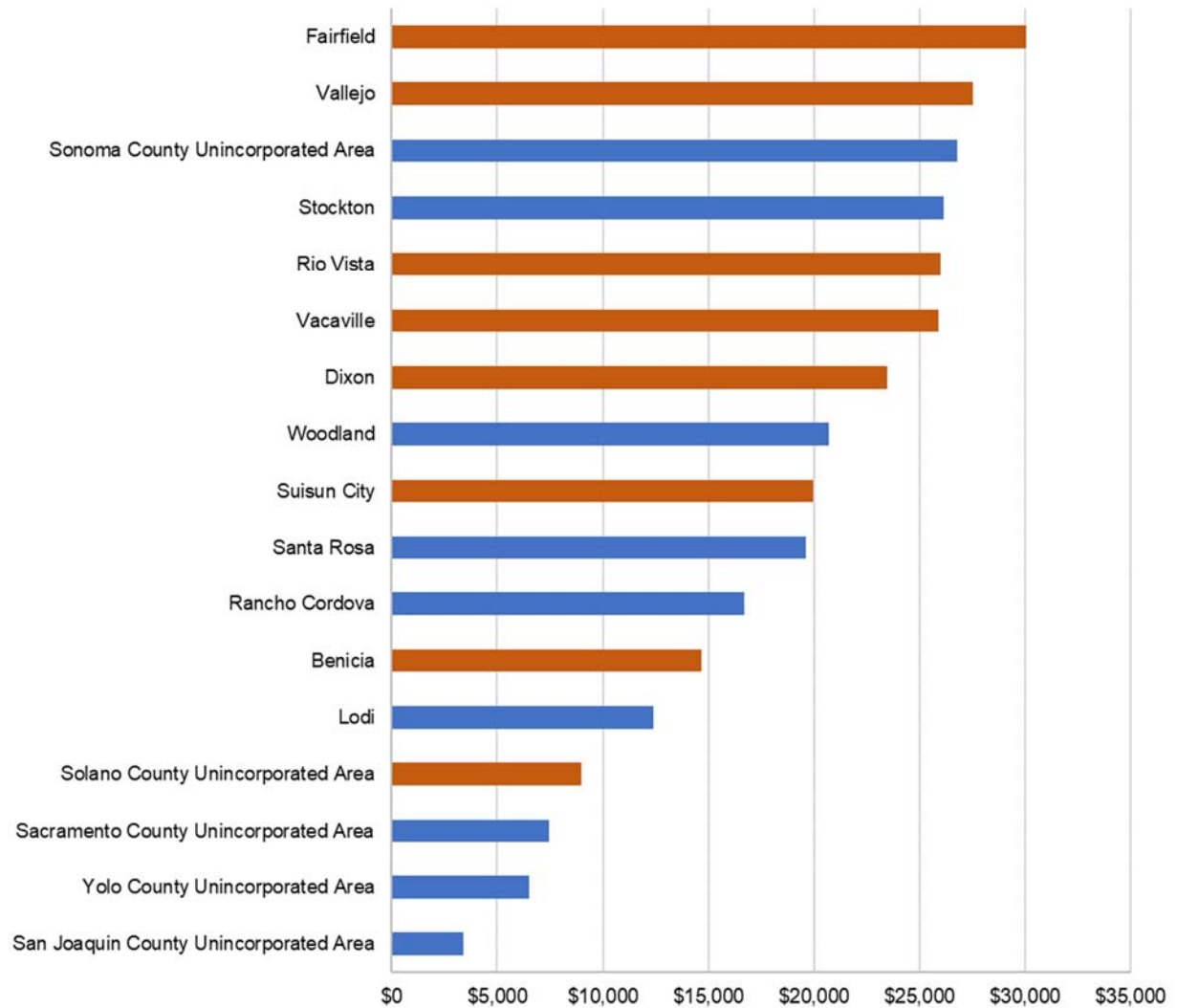
1. Population and employment growth projections for 2018-2040 are different from the projections used in 2013 (for 2013 through 2033)
2. Trip generation rates attributed to various land use categories have changed since 2013 due to a more sophisticated transportation model
3. The DUEs for the commercial land uses also reflect updated "pass-by" assumptions in acknowledgement that many trips occur as part of another trip (i.e., a stop by the coffee shop on the way to work).
4. Differences in trip generation rates and growth projections have led to Dwelling Unit Equivalents (DUEs) have changed since 2013

For a more detailed table of all recommended fee components by land use and public facility categories, refer to **Table A-1** of the **Appendix**. A fuller explanation of the transportation fee calculations is provided in the accompanying nexus study.

Fee Comparison

In an effort to understand Solano County development impact fees compared with those of a selection of cities and unincorporated areas in surrounding counties, a fee comparison was conducted. The fee comparison shows that the recommended fees for Solano County are higher than existing fees in the surveyed counties but lower than existing fees in the surveyed jurisdictions. The existing fee levels in many of Solano County's incorporated jurisdictions for single family residential units are among the highest fees of all comparable jurisdictions, as shown in **Figure 2**. This is, in part, because unlike other counties, where countywide fees are charged only to new development in the unincorporated areas of the county, in Solano County, new development in the incorporated cities pays the County fees in addition to the local impact fees.

Figure 2 Comparison of Existing Fees for a Single Family Residential Unit



Note: Solano County jurisdictions are depicted in orange. Fees in Solano County cities include the Solano County Public Facilities Fee as well as city-level fees. This analysis does not include public utility (sewer, water, drainage, etc.) fees, Special Area Plan fees, or school impact fees.

Sources: City and County websites; Interviews with City and County staff; and Economic & Planning Systems, Inc.

Results

The resulting recommended fees are considerably less than the nexus study's maximum allowable fees, as was the case in 2013. As shown in **Table 2**, EPS chose to limit the recommended fee per DUE at a level that would enable the overall PFF fee update to range from a slight decrease from existing fees in the case of age-restricted/senior multifamily units (9 percent) to a modest increase of the overall fee for single family units (3 percent.)

With regards to nonresidential land uses, the overall PFF recommended fee ranges from a 17 percent decrease in the case of lodging to a 39 percent increase in the case of nonresidential agricultural accessory structures.

See **Table A-2** of the **Appendix** for the detailed fee comparison of all fee components by land use category for selected counties and cities.

Other Options to Setting Fee Levels

The approach and methodology described above are focused on establishing and maintaining a consistent technical rationale among the residential fees as a set and among the nonresidential fees as a set. However, there are other options for the BOS to consider as fee levels are adopted.

1. Fees can be established at any level up to the maximum fees, and could even remain at current levels or decrease. Fees lower than the maximum will not generate the full amount of revenue needed to fully fund projects.
2. Current fee levels can be increased by an inflation factor or some other ratio up to the maximum allowable fee levels.
3. The costs per DUE can be revised up or down from the values assumed above, and, while the recommended approach keeps the cost per DUE constant among residential uses (at \$2,500 per DUE) and constant for service/commercial and retail/commercial (at \$375 per DUE) and constant for all other nonresidential uses (at \$750 per DUE), that is not a requirement.

Table 1 Regional Transportation Impact Fee (Part B) - Maximum and Recommended Fees

Fee Category	Peak Hour Trip Rate ¹	Pass-Through Trip Allowance ²	DUE Factor	Maximum Fee per Unit	Recommended Fee per Unit	Percent of Max. Fee
	a	b	c = a * b	d = c * \$10,997	e = c * cost per trip	
Residential						
Single Family	1.00	100%	1.00	\$10,997	\$2,500	22.7%
Multifamily	0.56	100%	0.56	\$6,158	\$1,400	22.7%
2nd SFR Unit/Accessory Dwelling Unit (ADU)	0.48	100%	0.48	\$5,279	\$1,200	22.7%
Age-Restricted/Senior Multifamily	0.26	100%	0.26	\$2,859	\$650	22.7%
Non-residential						
				<i>Per 1,000 Building Square Feet</i>		
Retail/Commercial	3.81	50%	1.91	\$20,949	\$714	3.4%
Service/Commercial	7.80	51%	3.98	\$43,746	\$1,492	3.4%
Office	1.15	77%	0.89	\$9,738	\$664	6.8%
Institutional/Assembly	0.49	64%	0.31	\$3,449	\$235	6.8%
Lodging	0.61	58%	0.35	\$3,891	\$265	6.8%
Industrial	0.63	85%	0.54	\$5,889	\$402	6.8%
Warehouse/Distribution	0.19	85%	0.16	\$1,776	\$121	6.8%
Non-residential Agricultural Accessory Structures	0.19	80%	0.15	\$1,672	\$114	6.8%

Note: The cost per trip used to derive the recommended fee is \$2,500 for all residential categories; \$375 for the retail/commercial and service/commercial categories; and \$750 for all other non-residential categories.

Sources: Fehr and Peers; and Economic & Planning Systems.

Table 2 Comparison of Maximum and Recommended Fees for Solano County Public Facilities Fee Update

Fee Benefit Zone/ Land Use	2013 Estimated Maximum PFF	Current Fee (based on 2013 update)	2018 Estimated Maximum PFF	2018 Preliminary Recommended PFF	Increase of Recommended Fees (2013-2018)	
	Cities/ Unincorporated County	Cities/ Unincorporated County	Cities/ Unincorporated County	Cities/ Unincorporated County	Absolute Change	% Change
JURISDICTIONS IN COUNTY LIBRARY SYSTEM¹						
Residential						
		<i>Fee Amount per Unit</i>				
Single Family	\$15,745	\$8,962	\$18,063	\$9,263	\$301	3%
Multifamily	\$10,931	\$6,726	\$11,642	\$6,662	-\$64	-1%
2nd SFR Unit/Accessory Dwelling Unit (ADU)	\$8,216	\$4,575	\$8,764	\$4,536	-\$39	-1%
Age-Restricted/Senior Multifamily	\$6,993	\$4,348	\$6,319	\$3,975	-\$373	-9%
Nonresidential						
		<i>Fee Amount per 1,000 Building Square Feet</i>				
Retail/Commercial	\$15,841	\$859	\$21,439	\$1,024	\$165	19%
Service/Commercial	\$39,048	\$1,927	\$44,723	\$2,097	\$170	9%
Office	\$10,664	\$1,430	\$10,578	\$1,359	-\$71	-5%
Institutional/Assembly	\$3,312	\$471	\$3,749	\$483	\$12	3%
Lodging	\$9,232	\$519	\$4,099	\$429	-\$90	-17%
Industrial	\$6,687	\$601	\$6,258	\$698	\$97	16%
Warehouse/Distribution	\$1,271	\$181	\$1,887	\$210	\$29	16%
Agricultural						
Nonresidential Agricultural Accessory Structures	\$1,158	\$125	\$1,750	\$174	\$49	39%
CITY OF BENICIA²						
Residential						
		<i>Fee Amount per Unit</i>				
Single Family	\$14,131	\$7,349	\$16,500	\$7,578	\$229	3%
Multifamily	\$9,676	\$5,471	\$10,406	\$5,348	-\$123	-2%
2nd SFR Unit/Accessory Dwelling Unit (ADU)	\$7,402	\$3,761	\$7,992	\$3,705	-\$56	-1%
Age-Restricted/Senior Multifamily	\$6,178	\$3,533	\$5,529	\$3,144	-\$389	-11%
CITY OF DIXON²						
Residential						
		<i>Fee Amount per Unit</i>				
Single Family	\$14,131	\$8,317	\$16,500	\$7,578	-\$739	-9%
Multifamily	\$9,676	\$6,346	\$10,406	\$5,348	-\$998	-16%
2nd SFR Unit/Accessory Dwelling Unit (ADU)	\$7,402	\$4,102	\$7,992	\$3,705	-\$397	-10%
Age-Restricted/Senior Multifamily	\$6,178	\$4,408	\$5,529	\$3,144	-\$1,264	-29%
Nonresidential						
		<i>Fee Amount per 1,000 Building Square Feet</i>				
Retail/Commercial	\$15,841	\$926	\$21,599	\$1,024	\$98	11%
Service/Commercial	\$39,048	\$2,051	\$45,056	\$2,097	\$46	2%
Office	\$10,664	\$1,542	\$10,656	\$1,359	-\$183	-12%
Institutional/Assembly	\$3,312	\$678	\$3,777	\$483	-\$195	-29%
Lodging	\$9,232	\$643	\$4,130	\$429	-\$214	-33%
Industrial	\$6,687	\$648	\$6,305	\$698	\$50	8%
Warehouse/Distribution	\$1,271	\$195	\$1,901	\$210	\$15	8%
Agricultural						
Nonresidential Agricultural Accessory Structures	\$1,158	\$152	\$1,763	\$174	\$22	15%

[1] Includes the unincorporated county and all cities except Benicia and Dixon.

[2] The cities of Benicia and Dixon are not part of the County's library system; therefore, the residential fees for both cities do not include the Countywide Library fee component. Nonresidential fees for the City of Benicia are not listed separately because they are the same as for the jurisdictions that are inside the County's library system. The nonresidential fees in the City of Dixon include a fee for the Dixon Public Library District; the recommended fee for the nonresidential fees assumes the Dixon Public Library fee component remains constant.

Sources: Solano County; and Economic & Planning Systems, Inc.

APPENDIX A:

Detailed Fee Estimates and Land Use Density Assumptions



Table A-1 Recommended Fee
Detailed Recommended Fee Estimates By Land Use and Public Facility Category
Solano County PFF Updated Nexus Study; EPS# 181056

Land Use	Public Protection Facilities						Health & Social Services	Library	General Government Facilities					Transportation		Subtotal Fee	Admin. Charge ¹	Total Fee
	Sheriff	Probation	Animal Care	District Attorney	Courts	Govt. Center Debt			Govt. Center Debt	Agriculture Commissioner	Registrar of Voters	Information Technology	County Parks	Part A	Part B			
Residential																		
Single Family	\$1,013	\$76	\$18	\$107	\$147	\$297	\$2,302	\$1,672	\$378	\$16	\$82	\$44	\$510	\$30	\$2,500	\$9,194	\$69	\$9,263
Multifamily	\$789	\$59	\$14	\$84	\$115	\$232	\$1,795	\$1,304	\$295	\$12	\$64	\$35	\$398	\$17	\$1,400	\$6,612	\$50	\$6,662
2nd SFR Unit/Accessory Dwelling Unit (ADU)	\$500	\$38	\$9	\$53	\$73	\$147	\$1,136	\$825	\$187	\$8	\$40	\$22	\$252	\$14	\$1,200	\$4,502	\$34	\$4,536
Age-Restricted/Senior Multifamily	\$500	\$38	\$9	\$53	\$73	\$147	\$1,136	\$825	\$187	\$8	\$40	\$22	\$252	\$8	\$650	\$3,946	\$30	\$3,975
Nonresidential																		
									<i>Fee Amount per 1,000 Building Square Feet</i>									
Retail/Commercial	\$121	\$9	-	\$13	\$18	\$35	-	-	\$45	\$2	-	\$2	-	\$57	\$714	\$1,017	\$8	\$1,024
Service/Commercial	\$232	\$17	-	\$25	\$34	\$68	-	-	\$87	\$4	-	\$5	-	\$119	\$1,492	\$2,082	\$16	\$2,097
Office	\$324	\$24	-	\$34	\$47	\$95	-	-	\$121	\$5	-	\$6	-	\$27	\$664	\$1,349	\$10	\$1,359
Institutional/Assembly	\$116	\$9	-	\$12	\$17	\$34	-	-	\$43	\$2	-	\$2	-	\$9	\$235	\$480	\$4	\$483
Lodging	\$74	\$6	-	\$8	\$11	\$22	-	-	\$28	\$1	-	\$1	-	\$11	\$265	\$426	\$3	\$429
Industrial	\$135	\$10	-	\$14	\$20	\$40	-	-	\$51	\$2	-	\$3	-	\$16	\$402	\$692	\$5	\$698
Warehouse/Distribution	\$41	\$3	-	\$4	\$6	\$12	-	-	\$15	\$1	-	\$1	-	\$5	\$121	\$208	\$2	\$210
Agricultural Uses																		
Non-residential Agricultural Accessory Structures	\$27	\$2	-	\$3	\$4	\$8	-	-	\$10	\$0	-	\$1	-	\$5	\$114	\$173	\$1	\$174

[1] The Administrative charge is 0.75% of the Subtotal Fee.

Source: Economic & Planning Systems, Inc.

Table A-2
Summary of Existing Impact Fees for Selected Counties and Cities
Solano County Impact Fee Update; EPS #181056

Jurisdiction / Land Use	IMPACT FEES													Total Fee Burden
	Regional Transportation	Traffic / Road	Parks / Citywide	Art / Urban Design	Park - Regional	Fire / Police	Health and Social Services	Library	Habitat / Greenbelt Preservation	Housing	Gen. / Capital / Public Facilities	Other General	Countywide Fees	
<u>Solano County [1]</u>														
Single Family (per Unit)	\$1,527					\$2,687	\$1,853	\$1,590			\$1,173	\$133		\$8,962
Multifamily (per Unit)	\$947					\$2,090	\$1,441	\$1,236			\$912	\$100		\$6,726
Retail (per Sq.Ft.)	\$0.43					\$0.33	-	-			\$0.09	\$0.01		\$0.86
Office (per Sq.Ft.)	\$0.30					\$0.87	-	-			\$0.23	\$0.02		\$1.43
Industrial (per Sq.Ft.)	\$0.13					\$0.36	-	-			\$0.10	\$0.01		\$0.60
Vallejo														
Single Family (per Unit)		\$6,377			\$12,191								\$8,962	\$27,530
Multifamily (per Unit)		\$3,586			\$8,353								\$6,726	\$18,665
Retail (per Sq.Ft.)		\$3.07			-								\$0.86	\$3.93
Office (per Sq.Ft.)		\$3.07			-								\$1.43	\$4.50
Industrial (per Sq.Ft.)		\$1.56			-								\$0.60	\$2.16
Fairfield [2]														
Single Family (per Unit)		\$7,398	\$9,172	\$300							\$4,225		\$8,962	\$30,057
Multifamily (per Unit)		\$4,812	\$7,515	\$151							\$3,353		\$6,726	\$22,557
Retail (per Sq.Ft.)		\$17.04	-	\$0.11							\$3.77		\$0.86	\$21.78
Office (per Sq.Ft.)		\$4.14	-	\$0.15							\$1.67		\$1.43	\$7.39
Industrial (per Sq.Ft.)		\$2.89	-	\$0.05							\$0.87		\$0.60	\$4.41
Vacaville [3]														
Single Family (per Unit)		\$10,130	\$4,628			\$1,143			\$247		\$785		\$8,962	\$25,895
Multifamily (per Unit)		\$6,281	\$3,183			\$810			\$169		\$485		\$6,726	\$17,654
Retail (per Sq.Ft.)		\$5.48	-			\$1.50			-		\$0.44		\$0.86	\$8.28
Office (per Sq.Ft.)		\$4.16	-			\$0.81			-		\$0.34		\$1.43	\$6.74
Industrial (per Sq.Ft.)		\$3.04	-			\$0.25			-		\$0.24		\$0.60	\$4.13
Suisun City														
Single Family (per Unit)		\$2,523	\$6,965			\$1,427					\$81		\$8,962	\$19,958
Multifamily (per Unit)		\$1,928	\$5,769			\$1,182					\$67		\$6,726	\$15,672
Retail (per Sq.Ft.)		\$2.90	-			\$2.59					\$0.09		\$0.86	\$6.44
Office (per Sq.Ft.)		\$1.22	-			\$2.28					\$0.15		\$1.43	\$5.08
Industrial (per Sq.Ft.)		\$0.77	-			\$1.55					\$0.10		\$0.60	\$3.02

Table A-2
Summary of Existing Impact Fees for Selected Counties and Cities
Solano County Impact Fee Update; EPS #181056

	IMPACT FEES													
Jurisdiction / Land Use	Regional Transportation	Traffic / Road	Parks / Citywide	Art / Urban Design	Park - Regional	Fire / Police	Health and Social Services	Library	Habitat / Greenbelt Preservation	Housing	Gen. / Capital / Public Facilities	Other General	Countywide Fees	Total Fee Burden
Rio Vista														
Single Family (per Unit)		\$8,345	\$4,710								\$4,016		\$8,962	\$26,033
Multifamily (per Unit)		\$5,811	\$2,648								\$2,798		\$6,726	\$17,983
Retail (per Sq.Ft.)		\$1.51	\$0.31								\$0.74		\$0.86	\$3.42
Office (per Sq.Ft.)		\$1.51	\$0.31								\$0.74		\$1.43	\$3.99
Industrial (per Sq.Ft.)		\$0.74	\$0.31								\$0.74		\$0.60	\$2.39
Benicia														
Single Family (per Unit)		\$1,029	\$6,127					\$235					\$7,309	\$14,700
Multifamily (per Unit)		\$591	\$4,083					-					\$6,914	\$11,588
Retail (per Sq.Ft.)		\$5.53	-					-					\$0.86	\$6.39
Office (per Sq.Ft.)		\$1.52	-					-					\$1.43	\$2.95
Industrial (per Sq.Ft.)		\$1.00	-					-					\$0.60	\$1.60
Dixon [4]														
Single Family (per Unit)		\$564	\$8,191			\$2,047					\$3,729		\$8,962	\$23,493
Multifamily (per Unit)		\$452	\$7,424			\$1,856					\$2,448		\$6,726	\$18,905
Retail (per Sq.Ft.)		\$1.14	-			\$1.28					\$0.72		\$0.86	\$3.99
Office (per Sq.Ft.)		\$1.29	-			\$1.92					\$1.08		\$1.43	\$5.72
Industrial (per Sq.Ft.)		\$0.30	-			\$1.60					\$0.90		\$0.60	\$3.40
Jurisdictions in Other Counties														
Santa Rosa (Sonoma County) [5]														
Single Family (per Unit)			\$10,516							Sale Price X 2.5%	\$9,129			\$19,645
Multifamily (per Unit)			\$7,734							\$3,154	\$5,433			\$16,321
Retail (per Sq.Ft.)			-							-	\$14.16			\$14.16
Office (per Sq.Ft.)			-							-	\$6.38			\$6.38
Industrial (per Sq.Ft.)			-								\$3.88			\$3.88
Sonoma County Unincorporated Area [6]														
Single Family (per Unit)													\$26,778	\$26,778
Multifamily (per Unit)													\$2,391	\$2,391
Retail (per Sq.Ft.)													\$4.91	\$4.91
Office (per Sq.Ft.)													\$2.84	\$2.84
Industrial (per Sq.Ft.)													\$2.93	\$2.93

Table A-2
Summary of Existing Impact Fees for Selected Counties and Cities
Solano County Impact Fee Update; EPS #181056

[illegible]

Table A-2
Summary of Existing Impact Fees for Selected Counties and Cities
Solano County Impact Fee Update; EPS #181056

Jurisdiction / Land Use	IMPACT FEES													Total Fee Burden
	Regional Transportation	Traffic / Road	Parks / Citywide	Art / Urban Design	Park - Regional	Fire / Police	Health and Social Services	Library	Habitat / Greenbelt Preservation	Housing	Gen. / Capital / Public Facilities	Other General	Countywide Fees	
Woodland (Yolo County)														
Single Family (per Unit)		\$6,141	\$7,650			\$2,635		\$56			\$921	\$185	\$3,118	\$20,706
Multifamily (per Unit)		\$4,480	\$6,374			\$2,076		\$48			\$768	\$148	\$2,312	\$16,206
Retail (per Sq.Ft.)		\$7.51	-			\$1.95		\$0.01			\$0.78	\$0.10	\$0.50	\$10.85
Office (per Sq.Ft.)		\$5.29	-			\$2.17		\$0.01			\$0.88	\$0.08	\$0.67	\$9.10
Industrial (per Sq.Ft.)		\$3.03	-			\$0.75		\$0.00			\$0.18	\$0.05	\$0.33	\$4.34
Yolo County Unincorporated Area														
Single Family (per Unit)													\$6,515	\$6,515
Multifamily (per Unit)													\$4,830	\$4,830
Retail (per Sq.Ft.)													\$0.94	\$0.94
Office (per Sq.Ft.)													\$1.25	\$1.25
Industrial (per Sq.Ft.)														n/a

Note: Analysis does not include public utility (sewer, water, drainage, etc.) fees, Special Area Plan fees, or school impact fees.

[1] Solano County: The full schedule of fees is available at <https://www.solanocounty.com/civicax/filebank/blobdload.aspx?blobid=5692>.

[2] Fairfield: Assumes 2-bedroom unit for Park & Recreation fee. Also assumes single family developments are 2,000 sqft. and multifamily developments are 1,000 sqft. for Urban Design and Public Facilities fee. Quimby fees shall be determined for each new subdivision and are not included in this table.

[3] Vacaville: Industrial fee applies to manufacturing developments less than 50,000 sqft.

[4] Dixon: Commercial developments along the highway are subject to different fees.

[5] Santa Rosa: The Public Art fee is not included, where projects greater than \$500,000 in development costs shall contribute no less than 1% of construction costs to publicly accessible art. Housing fee varies by square footage and is not included in the total fee burden; assumes multifamily development is 1,000 sqft.

[6] Total of County fees charged to unincorporated parts of the County. Fee level represents Single Family Dwelling of 1,500 sqft. + 400 sqft. garage, connected to public sewer and water. Residential affordable housing fees vary by sqft. This assumes 2,000 sqft. for SF and 1,001 sqft. for Multifamily.

[7] Rancho Cordova: Represents fee for new developments in the Villages of Zinfandel area; assumes single family developments are greater than 1,200 sqft.

[8] Most fees vary by square feet, district, and/or zone. Flood Control District fees not included.

[9] Lodi: In process of updating fees.

[10] Stockton: Assumes developments occur within existing city limits. Values represent fee level plus an additional administrative fee of 3.5%.

Sources: City and County websites; Interviews with City and County staff; and Economic & Planning Systems, Inc.

The Economics of Land Use



Draft Report

Nexus Analysis for Solano County Public Facilities Fee Update

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I. INTRODUCTION AND SUMMARY RESULTS

This Solano County Public Facilities Impact Fee Update Report (Report) is designed to provide Solano County (County) with the necessary technical documentation to support the adoption of an update to its existing Public Facilities Fee (PFF). It has been prepared by Economic & Planning Systems, Inc. (EPS) with input from County staff.

Impact fees are one-time charges on new development collected and used by jurisdictions (e.g., a city or county) to cover the cost of capital facilities and infrastructure that is required to serve new growth. Impact fees are generally collected upon issuance of a building permit or certificate of occupancy. Solano County has an established PFF program, first adopted in 1992 and subsequently updated in 1998, 2002, 2007, and 2013.

The Fee Program described in this Report is consistent with the most recent relevant case law and the principles of AB 1600 or Government Code section 66000 et seq (“Fees for Development Projects”; except where specific citations are provided, this statute will be referred to in this Report as AB 1600). The Report provides the nexus argument and the associated fee calculations for the maximum fees the County could charge. The County may elect to reduce the fees based on economic or policy considerations. For example, the County may choose to delay implementation or reduce the fees (e.g., overall or in specific locations or land use types) to encourage new development or to promote sales-tax or job generating activities (e.g., retail or office development).

Report Background and Legal Context

This Report is designed to provide the necessary technical analysis supporting a schedule of fees to be established by a resolution. The County currently has a PFF Ordinance that authorizes the collection of fees for capital facilities and has been doing so since 1992. The PFF categories developed in the 2013 Report have been maintained in this update, as summarized in **Table 1**, to fund a portion of capital facility costs associated with countywide Public Protection (which include Courts), Health and Social Services, Library, General Government, and Transportation.

Table 1 2018 Proposed PFF Categories

2018 Proposed PFF Categories

Countywide Public Protection (includes Courts)
Health and Social Services
Library
General Government
Transportation

The key requirements of AB 1600 that determine the structure, scope, and amount of the proposed PFF Program are as follows:

- **Collected for Capital Facility and Infrastructure Improvements Only.** Development impact fee revenue can be collected and used to cover the cost of capital facilities and infrastructure that are required to serve new development in the County. Impact fee revenue cannot be used to cover the operation and maintenance costs of these or any other facilities and infrastructure.
- **Used to Fund Facility Needs Created by New Development Rather than Existing Deficiencies.** Impact fee revenues can only be used to pay for new or expanded capital facilities needed to accommodate growth. Impact fee revenue cannot be collected or used to cover the cost of existing deficiencies in the County's capital facilities or infrastructure. In other words, the cost of capital projects or facilities that are designed to meet the needs of the County's existing population must be funded through other sources. The costs associated with improvements that serve the needs of both new development and the existing population and employment are split on a "fair share" basis according to the proportion attributable to each. Thus, the PFF Program funding may need to be augmented by the County and other revenue sources to meet overall funding requirements.
- **Fee Amount Must Be Based on A Rational Nexus.** An impact fee amount must be based on a reasonable nexus, or connection, between new development and the needs and corresponding costs of the capital facilities and improvements need to accommodate it. As such, an impact fee must be supported by specific findings that explain or demonstrate this nexus or relationship. In addition, the impact fee amount must be structured such that the revenue generated does not exceed the cost of providing the facility or improvement for which the fee is imposed.

Overview of Methodology and Key Assumptions

The results of the analysis contained in this Report are based on a variety of assumptions regarding population and employment growth in the County, service standards and facility demand, and corresponding costs. Key issues that may warrant consideration in conjunction with this Report include:

- **Socioeconomic Data and Projections.** The impact fee calculations are based on projections related to population and employment in the County through 2040. These growth assumptions were developed with input from the County based on a range of available data sources. Sources for baseline population and growth projections are based on average growth rate estimates from the most recent Association of Bay Area Governments (ABAG) projections, Woods & Poole projections, and California Department of Finance (DOF) population projections. If the growth projections do not materialize as expected, the corresponding facilities will not be needed or impact fee revenue will not be sufficient to pay for facilities already built. Consequently, the estimates of development and population should be periodically reviewed and updated.
- **Future Capital Facility Needs.** The main source of information on future capital facilities needs is the 2017 Solano County Master Plan, which documents the conceptual site plans for three County Campuses (the Downtown Fairfield campus, the Solano Business Park, and the

Claybank campus). The plans for all three locations were based on 20-year staffing forecasts for all major County Departments and the corresponding building space required to house future staff. For the purposes of this public facilities fees update, the facilities identified in the 2017 Master Plan report and its respective cost estimates are used to determine the costs of various County departments that can be allocated to the Public Facilities Fees.

In addition, EPS estimated the type and amount of new or expanded capital facilities and infrastructure to be provided by the County over the next 20 years that will be needed either in part or in whole to accommodate new development. This information is based on interviews with County staff as well as analysis of existing levels of service and articulated service standards relative to future growth projections. Service standards relate capital facility or infrastructure requirements to the development categories that represent the primary source of demand for the capital facility or infrastructure improvement in question. For example, the projected need for new library facilities is based on a Service Standard of 0.76 square feet (sq. ft.) per capita, as articulated in the Solano County 2001 Library Facilities Master Plan and 2009 Update. Alterations in these service standard assumptions can affect the fee calculation and the allocation of costs between land use categories.

- **Cost Allocation between New and Existing Development.** This analysis allocates the cost of future capital improvements and facilities between new and existing development, as required by AB 1600, based on a variety of methodologies. In cases where new or expanded facilities or infrastructure improvements are determined to be needed entirely to accommodate new growth (e.g., there are no existing deficiencies), 100 percent of the costs are attributed to future development. In cases where new or expanded facilities are determined to serve or benefit both existing and new residents and/or employees in a relatively proportional manner, the costs are allocated as such. Finally, in cases where County staff and/or approved planning documents (e.g., the Library Master Plan) articulate specific service standards or ratios (e.g., 0.76 sq. ft. of library building space per capita), such standards are used to allocate costs to new development.
- **Cost Allocation to Land Use Categories.** The cost allocations to various land use categories (e.g., residential, commercial, industrial, etc.) are based on the relative demand or “fair-share” contribution of each land use category to the need for the facilities included. For example, in many cases, this report relies on a factor that assumes one employee has an impact on County facilities equal to about 26 percent of one resident.

For a number of fee categories, however, the facility costs are allocated to residential land uses only based on the determination that these facilities are designed primarily to serve county residents (i.e., the usage by employees who work in but do not live in the County is determined to be negligible and/or incidental). The fee categories which are only allocated to County residents include (a) Library, (b) Health and Social Services, (c) two components of the General Government category (Parks and Registrar of Voters), and (d) several components of the Public Protection category (the expansion of the Release Center for Probation, new courtrooms and equipment for Traffic Court and Juvenile Court, District Attorney).

- **Facility Cost Estimates.** The fee calculations embody facility cost assumptions that have been developed based on County staff estimates for the 2017 Solano County Master Plan as well as EPS research. In some cases, the estimates reflect data from other jurisdictions or previous capital projects developed in Solano County.
- **PFF Districts or Zones of Benefit.** As currently structured, the PFF has established two distinct fee districts or “zones of benefit” with different fee levels: (1) Incorporated and unincorporated areas within County library system, and (2) Incorporated areas outside County library system such as the Cities of Benicia and Dixon. In other words, new development pays a different per-unit fee depending on its location within one or more of these areas of the County. The updated fees calculated in the Report maintain these two zones of benefit, with no separate districts or zones of benefit in the unincorporated areas of the County.

Overview of Fee Program

Summary of Maximum Allowable Fees and Relationship to Existing Program

A summary of the maximum allowable impact fees calculated in this analysis by land use category is provided in **Table 2**. This table also compares the maximum allowable fee with the existing County fees by land use category. The maximum allowable impact fee represents the highest fee the County may charge based on the requirements of AB 1600 and nexus analysis conducted. Specifically, it is based on an analysis completed by EPS in 2018 of County capital facility needs and costs as well as projected development through 2040. The cost of administering the Fee Program is included in the calculations and assumed to equal 0.75 percent of the total program cost.

Table 2 Comparison of Updated PFF and Existing Fees

Fee Benefit Zone/ Land Use	2013	2013	2018
	Estimated	Recommended Fee	Estimated
	Maximum PFF	(Current/Existing PFF)	Maximum PFF
	Cities/ Unincorporated County	Cities/ Unincorporated County	Cities/ Unincorporated County
JURISDICTIONS IN COUNTY LIBRARY SYSTEM¹			
Residential		<i>Fee Amount per Unit</i>	
Single Family	\$15,745	\$8,962	\$18,063
Multifamily	\$10,931	\$6,726	\$11,642
2nd SFR Unit/Accessory Dwelling Unit (ADU)	\$8,216	\$4,575	\$8,764
Age-Restricted/Senior Multifamily	\$6,993	\$4,348	\$6,319
Nonresidential		<i>Fee Amount per 1,000 Building Square Feet</i>	
Retail/Commercial	\$15,841	\$859	\$21,439
Service/Commercial	\$39,048	\$1,927	\$44,723
Office	\$10,664	\$1,430	\$10,578
Institutional/Assembly	\$3,312	\$471	\$3,749
Lodging	\$9,232	\$519	\$4,099
Industrial	\$6,687	\$601	\$6,258
Warehouse/Distribution	\$1,271	\$181	\$1,887
Agricultural			
Nonresidential Agricultural Accessory Structures	\$1,158	\$125	\$1,750
CITY OF BENICIA²			
Residential		<i>Fee Amount per Unit</i>	
Single Family	\$14,131	\$7,349	\$16,500
Multifamily	\$9,676	\$5,471	\$10,406
2nd SFR Unit/Accessory Dwelling Unit (ADU)	\$7,402	\$3,761	\$7,992
Age-Restricted/Senior Multifamily	\$6,178	\$3,533	\$5,529
CITY OF DIXON²		<i>Fee Amount per Unit</i>	
Residential		<i>Fee Amount per Unit</i>	
Single Family	\$14,131	\$8,317	\$16,500
Multifamily	\$9,676	\$6,346	\$10,406
2nd SFR Unit/Accessory Dwelling Unit (ADU)	\$7,402	\$4,102	\$7,992
Age-Restricted/Senior Multifamily	\$6,178	\$4,408	\$5,529
Nonresidential		<i>Fee Amount per 1,000 Building Square Feet</i>	
Retail/Commercial	\$15,841	\$926	\$21,599
Service/Commercial	\$39,048	\$2,051	\$45,056
Office	\$10,664	\$1,542	\$10,656
Institutional/Assembly	\$3,312	\$678	\$3,777
Lodging	\$9,232	\$643	\$4,130
Industrial	\$6,687	\$648	\$6,305
Warehouse/Distribution	\$1,271	\$195	\$1,901
Agricultural			
Nonresidential Agricultural Accessory Structures	\$1,158	\$152	\$1,763

[1] Includes the unincorporated county and all cities except Benicia and Dixon.

[2] The cities of Benicia and Dixon are not part of the County's library system; therefore, the residential fees for both cities do not include the Countywide Library fee component. Nonresidential fees for the City of Benicia are not listed separately because they are the same as for the jurisdictions that are inside the County's library system. The nonresidential fees in the City of Dixon include a fee for the Dixon Public Library District.

Sources: Solano County; and Economic & Planning Systems, Inc.

In contrast to the maximum PFF in this Report, the existing PFF is based on a nexus analysis completed in 2013 and covering the period 2013 – 2033. The primary differences between the proposed and existing PFF reflect the following key changes summarized below:

1. Board of Supervisors Three-Campus Master Plan Report: A number of facilities included in the 2007 nexus study are no longer applicable in this study because they have since been constructed. However, other substantial costs, attributed to various County departments, are included in this Report as indicated in the 2017 Solano County Board of Supervisors' Three-Campus Master Plan Report.
2. The service population is projected to grow at a faster pace. Moreover, facility costs included in this nexus study are higher than those in the 2013 nexus study. The combination of both of these trends resulted in some substantial changes to the fee amounts per capita and per unit since 2013.
3. The proposed fee schedule includes fewer land use categories. The nonresidential land use categories were consolidated in this Report to facilitate better matching between fee categories and land uses being developed in the County. This provides for the same number of land uses condensed into fewer categories that are supported by this update than in prior years.

Fees by Land Use and Category

Table 3 provides further detail on the PFF by facility category. Within residential land uses, the Transportation Fee component of the PFF is the highest fee category followed by Library, Public Protection, General Government, and Health & Social Services.

The Transportation Fee is also the highest component for all nonresidential land uses while General Government is the lowest fee component for these land uses. In keeping with the current fee structure, the Health & Social Services and Library fee components have not been applied to nonresidential land use categories in this update because nonresidential uses are not anticipated to generate significant demand for library facilities and facilities for health care and social services.

PFF Facilities and Costs

Table 4 provides further detail on the capital facilities proposed to be funded in part or in whole by the PFF. As shown, as proposed, the PFF would fund nearly \$599.5 million in capital facilities through 2040. This represents approximately 52 percent of the total costs of the facilities identified. In other words, the County will need to identify and obtain funding for approximately \$548.5 million from non-PFF sources during the life of the fee program.

Table 3 Estimated Maximum Fees by Land Use and Public Facility Category

Land Use	Public Protection ¹	Health & Social Services ²	Library ²	General Govt. ³	Transportation (Parts A&B)	Admin. Fee ⁴	Total PFF Fee	
							Cities in Co. Library Sys./Unincorp. Co.	Cities not in Co. Library System
Residential								
Single Family	\$1,659	\$2,302	\$1,672	\$1,269	\$11,027	\$134	\$18,063	\$16,500
Multifamily	\$1,293	\$1,795	\$1,304	\$989	\$6,175	\$87	\$11,642	\$10,406
2nd SFR Unit/Accessory Dwelling Unit (ADU)	\$819	\$1,136	\$825	\$626	\$5,293	\$65	\$8,764	\$7,992
Age-Restricted/Senior Multifamily	\$819	\$1,136	\$825	\$626	\$2,867	\$47	\$6,319	\$5,529
Nonresidential				Fee Amount per 1,000 Building Square Feet				
Retail/Commercial	\$196	-	-	\$78	\$21,006	\$160	\$21,439	\$21,599
Service/Commercial	\$376	-	-	\$149	\$43,865	\$333	\$44,723	\$45,056
Office	\$525	-	-	\$209	\$9,765	\$79	\$10,578	\$10,656
Institutional/Assembly	\$188	-	-	\$75	\$3,458	\$28	\$3,749	\$3,777
Lodging	\$120	-	-	\$48	\$3,902	\$31	\$4,099	\$4,130
Industrial	\$219	-	-	\$87	\$5,905	\$47	\$6,258	\$6,305
Warehouse/Distribution	\$66	-	-	\$26	\$1,781	\$14	\$1,887	\$1,901
Agricultural Uses								
Non-residential Agricultural Accessory Structures	\$43	-	-	\$17	\$1,677	\$13	\$1,750	\$1,763

[1] Includes the following sub-components: Adult Detention, Court, Public Protection's share of the Government Center debt service, Animal Care, Probation, and District Attorney.

[2] County healthcare & social services and library services primarily serve residents, any services provided to or enjoyed by nonresident employees (nonresidential land uses) are expected to be incidental. As such, no impact fee is calculated for nonresidential uses.

[3] Includes the following sub-components: General Government's share of the Government Center debt service, General Services, Agricultural Commissioner, County Parks, Registrar of Voters, and Information Technology improvements in proposed facilities.

[4] See Table 40 for calculation of administrative charges. Admin fee amounts shown are for fees inside the County Library System. The admin fee outside the County Library System is lower because it is calculated on a lower fee amount.

Source: Economic & Planning Systems, Inc.

Table 4 Estimated Capital Costs by Public Facility Category

Public Facility Category	Total Estimated Cost	Costs Funded by PFF Program	Costs Funded from Non-PFF Sources	
			Amount	% of Total
Public Protection				
Sheriff	\$184,950,949	\$33,476,122	\$151,474,827	82%
Probation	\$13,880,100	\$2,512,298	\$11,367,802	82%
Government Center Debt Service	\$9,822,821	\$9,822,821	\$0	0%
Animal Care	\$3,100,788	\$561,243	\$2,539,545	82%
Courts	\$6,654,174	\$4,868,345	\$1,785,830	27%
District Attorney	\$3,553,138	\$3,553,138	\$0	0%
Subtotal	\$221,961,971	\$54,793,967	\$167,168,004	75%
General Government				
Government Center Debt Service	\$12,501,773	\$12,501,773	\$0	0%
General Services	\$28,310,269	\$7,872,813	\$20,437,456	72%
Information Technology	\$5,737,123	\$1,409,108	\$4,328,015	75%
Agriculture Commissioner	\$525,871	\$525,871	\$0	0%
County Parks	\$15,690,000	\$15,690,000	\$0	0%
Registrar of Voters	<u>\$2,507,547</u>	<u>\$2,507,547</u>	<u>\$0</u>	0%
Subtotal	\$65,272,582	\$40,507,112	\$24,765,470	38%
Library	\$138,531,904	\$48,486,166	\$90,045,737	65%
Health & Social Services	\$173,768,709	\$70,773,459	\$102,995,250	59%
Transportation	\$548,519,398	\$384,952,482	\$163,566,916	30%
Subtotal Costs (excl. Admin Charge)	\$1,148,054,563	\$599,513,185	\$548,541,378	48%
PFF Administrative Charge (0.75%)	n/a	\$4,496,349	n/a	
Total Costs	\$1,148,054,563	\$604,009,534	\$548,541,378	48%

Sources: Solano County; and Economic & Planning Systems, Inc.

Implementation and Administration Overview

The implementation and administration of the PFF is established in more detail in the PFF Ordinance. A summary of key elements and issues is provided below.

Annual Review

This Report and the technical information it contains should be maintained and reviewed periodically by the County as necessary to ensure Impact Fee accuracy and to enable the adequate programming of funding sources. To the extent that improvement requirements, costs, or development potential changes over time, the Fee Program will need to be updated. Specifically, AB 1600 stipulates that each local agency that requires payment of a fee make specific information available to the public annually within 180 days of the last day of the fiscal year. This information includes the following:

- A description of the type of fee in the account
- The amount of the fee
- The beginning and ending balance of the fund
- The amount of fees collected and interest earned
- Identification of the improvements constructed
- The total cost of the improvements constructed
- The fees expended to construct the improvement
- The percent of total costs funded by the fee

If sufficient fees have been collected to fund the construction of an improvement, the agency must specify the approximate date for construction of that improvement. Because of the dynamic nature of growth and infrastructure requirements, the County should monitor development activity, the need for infrastructure improvements, and the adequacy of the fee revenues and other available funding. Formal annual review of the Fee Program should occur, at which time adjustments should be made. Costs associated with this monitoring and updating effort are included in the Impact Fee as part of the program compliance component.

Fee Escalation Factors

Fee programs levels may be escalated annually based on a construction cost index. This allows the fee level to keep pace with cost inflation without requiring annual approval process by authorizing jurisdictions. The County PFF Ordinance allows for an automatic annual adjustment to the fees based on an appropriate construction cost index.

Engineering News-Record (ENR) publishes some of the most well-known and widely used indices tracking cost inflation in the construction industry. ENR publishes a construction cost index (CCI) and a building cost index (BCI). ENR's CCI is a general-purpose index used to chart the costs of basic construction materials (standard structural steel shapes, Portland cement, and 2 X 4 lumber) and union labor. It is a weighted aggregate cost index where the construction materials and the weights of the materials and labor quantities are held constant over time. Weights are determined based on the relative importance of the cost components to construction as determined by industry experts. The BCI incorporates the same methodology but it substitutes common labor with skilled labor consisting of three trades, bricklaying, carpentry, and ironworkers. The two ENR indices are published for the nation and for 20 major U.S. cities, including San Francisco.

Surplus Funds

AB 1600 also requires that if any portion of a fee remains unexpended or uncommitted in an account for five years or more after deposit of the fee, the County Board of Supervisors shall make findings once each year (1) to identify the purpose to which the fee is to be put, (2) to demonstrate a reasonable relationship between the fee and the purpose for which it was charged, (3) to identify all sources and amounts of funding anticipated to complete financing of incomplete improvements, and (4) to designate the approximate dates on which the funding identified in (3) is expected to be deposited into the appropriate fund (Govt. Code §66001(d)).

If adequate funding has been collected for a certain improvement, an approximate date must be specified as to when construction on the improvement will begin. If the findings show no need for the unspent funds, or if the conditions discussed above are not met, and the administrative costs of the refund do not exceed the refund itself, the local agency that has collected the funds must refund them (Govt. Code §66001(e)(f)). Alternatively, Govt. Code §66001(f) provides that if the administrative costs of refunding unexpended revenues exceed the amount to be refunded, the County may, after a noticed published hearing, determine that the revenues be allocated for some other purpose for which fees may be collected and which serves the project on which the fee was originally imposed.

Securing Supplemental Funding

This maximum PFF Impact Fee Update does not fund the full amount of all capital costs identified in this Report. The County will have to identify funding and pay for improvements related to existing and new developments and improvements not funded by the Fee Program or any other established funding source. Examples of such sources include the following:

- **General Fund Revenues.** In any given year, the County could allocate a portion of its General Fund revenues for discretionary expenditures. Depending on the revenues generated relative to costs and County priorities, the County may allocate General Fund revenues to fund capital facilities costs not covered by the Fee Program or other funding sources.
- **State or Federal Funds.** The County might seek and obtain grant of matching funds from State and Federal sources to help offset the costs of required capital facilities and improvements. As part of its funding effort, the County should research and monitor these outside revenue sources and apply for funds as appropriate.
- **Other Grants and Contributions.** A variety of grants or contributions from private donors could help fund a number of capital facilities. For example, private foundations and/or charity organizations may provide money for certain park and recreation or cultural facilities.

II. DEMOGRAPHIC AND LAND USE ASSUMPTIONS

This chapter describes the demographic and land use assumptions utilized in this study for both existing and future conditions (i.e., through 2040). The estimates are based on a variety of sources, as described herein, with input from County staff. The estimates are used for the following primary purposes in the fee calculation:

- Estimates of existing population and employment levels are used to formulate service standards for specific capital improvement categories as well as to ascertain existing needs relative to existing standards.
- Estimates of future population and employment growth in the County are the basis for determining the future need for capital facilities which can be funded by the fee.
- Estimate related to population and employment density (e.g., persons per household or employees per square foot) are used to allocate costs between land use type categories.

Population and Employment Growth

Table 5 provides the recommended population and employment forecasts by jurisdiction for use in the PFF update. Based on input from County staff, the Countywide population growth forecasts are based on the average growth rate estimates from the most recent Association of Bay Area Governments (ABAG) projections, Woods & Poole projections, and California Department of Finance (DOF) population projections. The 2018 baseline population is derived by applying the average annual growth rate from 2015 to 2020 to the 2015 benchmark data from ABAG. Employment growth forecasts are based on average growth rate estimates from the most recent ABAG and Woods & Poole projections. Baseline employment estimates are based on benchmark estimates from 2015 ABAG data. To obtain the 2018 baseline employment estimates, EPS applied countywide annual growth rates between 2015 and 2020 to the 2015 benchmark data from ABAG.

Table 5 also provides growth forecasts for each of the County's seven municipalities and the unincorporated area. The allocation of growth between these areas is based on the existing Solano Transportation Authority (STA) traffic model. Specifically, the STA model jurisdiction level forecasts have been normalized to the County total but maintain their relative growth ratios. For example, if a jurisdiction accounted for 5 percent of the County's growth through 2040 in the STA model it is assumed to account for 5 percent of growth in the PFF projection (albeit the absolute growth is adjusted to conform to the revised county total). Moreover, if the proportion of either employment or population in a jurisdiction as a share of the County declines, as a result of how the STA model allocates growth over time, the model will output a decline in population or employment projections. This is illustrated by the projected decline of jobs in the unincorporated area by 2040.

Table 5 Recommended PFF Growth Forecasts (2018-2040)

Jurisdiction	Amount by Year		2018 - 2040 Growth ¹	
	2018	2040	Total	Avg. Annual
Population				
Benicia	27,095	31,028	3,933	0.68%
Dixon	19,091	20,482	1,391	0.35%
Fairfield	118,158	160,979	42,821	1.56%
Rio Vista	7,822	9,840	2,018	1.15%
Suisun City	26,437	30,370	3,933	0.70%
Vacaville	89,840	109,046	19,206	0.97%
Vallejo	122,183	140,891	18,708	0.71%
Unincorporated	<u>12,138</u>	<u>13,586</u>	<u>1,448</u>	<u>0.57%</u>
County Total²	422,764	516,222	93,458	1.00%
Employment				
Benicia	14,222	16,719	2,497	0.81%
Dixon	4,657	5,063	406	0.42%
Fairfield	42,983	52,241	9,258	0.98%
Rio Vista	2,157	2,467	310	0.67%
Suisun City	2,820	3,530	710	1.13%
Vacaville	28,099	36,718	8,619	1.35%
Vallejo	31,740	39,064	7,324	1.04%
Unincorporated	<u>5,549</u>	<u>5,326</u>	<u>-223</u>	<u>-0.20%</u>
County Total³	132,227	161,128	28,901	0.99%

[1] Growth allocation among jurisdictions is based on relative growth rates assumed in the STA model.

[2] Countywide population growth based on the average annual projected growth rates from ABAG, DOF, and Woods & Poole between 2018 and 2040. Since ABAG does not publish data for 2018, ABAG's 2018 County population is calculated based on the average annual projected growth rate between 2015 and 2020.

[3] Countywide employment growth based on the average annual projected growth rate per ABAG and Woods & Poole.

Sources: Fehr & Peers; Economic & Planning Systems, Inc.

Service Population Calculations

The PFF is also based on calculations that translate the population and employment projections into estimates of existing and future "service populations." The "service population," in turn, is derived from assumptions that compare residents and employees based on the relative service demands or typical service profiles of each. Of course, a service population can differ depending on the County department or facility type under consideration. For example, the facility needs of several departments (including Library, Health & Social Services, Animal Care, Parks, and Elections) are linked primarily to population rather than employment growth.

Unless otherwise indicated, the service population calculations associated with County facilities designed to serve both residential and nonresidential uses are based on the relationships summarized in **Table 6**. These calculations compare county residents and employees based on commute patterns and the estimated proportion of “waking” hours spent at work. For example, residents who work outside the County are estimated to spend an average of about 77 percent of their time in the County relative to those who don’t work at all or who both live and work in the County (2,000 hours or 40 hours * 50 weeks divided by 8,760 hours or 24 hours * 365 days).¹ After accounting for regional commute patterns, the typical worker is estimated to have a service burden of about 26 percent of the typical resident.

Table 6 Service Population Factors Based on Resident to Employee Equivalencies

Service Population Category	Labor Force & Commute Patterns ¹		Resident to Employee Equivalencies		
	Number	Distribution	Weight ²	Weighted Normalized to	
				Average	100%
		<i>a</i>	<i>b</i>	<i>= a * b</i>	
County Residents					
Employed in County	74,517	17.6%	77%	14%	
Employed outside of County	134,682	31.9%	77%	25%	
All Other Residents	<u>213,565</u>	<u>50.5%</u>	100%	<u>51%</u>	
Total Residents	422,764	100.0%		89%	100%
Employees in Solano County					
Live in County	60,511	45.8%	23%	10%	
Live outside of County	<u>71,716</u>	<u>54.2%</u>	23%	<u>12%</u>	
Total Jobs	132,227	100.0%		23%	26%

[1] Commute patterns data from U.S. Census Bureau, LEHD Origin-Destination Employment Statistics, labor force data from BLS Local Area Unemployment Statistics, and County jobs from ABAG.

[2] Weighting based on percent of annual number of hours [8,760 or 24 hours * 365 days] relative to time at job [2,000 or 40 hours * 50 weeks].

Sources: U.S. Census LEHD; Bureau of Labor Statistics; ABAG; California DOF; Economic & Planning Systems, Inc.

Table 7 calculates the existing and projected (2040) county service population based on the equivalency factors described in **Table 6**. The total county service population is expected to grow from 457,143 to 558,115 persons served, an addition of 100,972 in the County’s service population, representing an 18 percent growth from 2018 to 2040. This new growth that occurs between 2018 and 2040 will also constitute 18 percent of total population in 2040, as shown in **Table 7**.

¹ To avoid double counting, time for residents who both live and work in the County is allocated based on the proportion of hours at work (23 percent) versus elsewhere (77 percent).

Table 7 Estimated Solano County Service Population Growth (2018 - 2040)

Service Population Category	Amount by Year		New Growth		
	2018	2040	Amount	Share of Buildout Pop.	Percent of Total
Residents	422,764	516,222	93,458	18.1%	93%
Employees¹	<u>34,379</u>	<u>41,893</u>	<u>7,514</u>	17.9%	<u>7%</u>
Total Service Population	457,143	558,115	100,972	18.0%	100%

[1] Assumes a service population factor of 26% (or 0.26) per job, as calculated in Table 6.

Source: Economic & Planning Systems, Inc.

Land Use Categories and Density Assumptions

Fees are calculated for a range of land use categories and informed by the type of development expected to occur in the County and in consultation with the County's Resource Management Department. These land use categories are summarized in **Table 8** along with example uses. This table provides illustrative examples only and may not address every circumstance. A designated representative within the Resource Management Department will be responsible for making the final determination of land use category applicability.

Table 8 Land Use Categories

Land Use Category	Description and Examples [1]
Residential	
Single Family	Single family detached dwelling units, single family attached dwelling units such as townhome-style units, and single family manufactured homes.
Multifamily	Multifamily attached dwelling units.
2nd SFR Unit/Accessory Dwelling Unit (ADU)	Accessory dwelling units.
Age-Restricted/Senior Multifamily	Age-restricted multifamily attached dwelling units.
Nonresidential	
Retail/Commercial	Uses include regional- and neighborhood-serving retail establishments, including retail as part of mixed-use developments. Specific uses include big-box warehouse stores, department stores, grocery stores, and other establishments whose primary purpose is the sale of retail goods.
Service/Commercial	Uses include businesses that provide services, as opposed to primarily retail goods, such as restaurants, fitness facilities, beauty/barber shops, salons, banks, social services, funeral services, gas stations, and general repair shops, including auto repair.
Office	Category includes general office as well as medical or dental office. Uses include professional services, finance/insurance/real estate uses (not including customer-serving banks), administration-type uses, and offices and clinics of medical, dental, and health practitioners.
Institutional/Assembly	Uses include places of civic and cultural assembly, places of worship, congregate care facilities, private schools and private day care facilities, as well as movie theaters and other visitor-generating facilities or structures on agricultural and non-agricultural land.
Lodging	Uses include resorts, hotels, motels, and bed and breakfast inns.
Industrial	Uses include construction, manufacturing, processing, and transportation uses, as well as dairies and agricultural processing facilities. Ancillary office space included as part of industrial development is included.
Warehouse/Distribution	Uses include warehousing, distribution, and storage uses. Ancillary office space included as part of warehouse/distribution development is included.
Nonresidential Agricultural Accessory Structures	Uses include barns, stables, accessory buildings, or structures that are utilized in conjunction with the agricultural use of the property, including the storage of agricultural products and supplies and equipment used in agricultural operations.

[1] This table provides illustrative examples only and may not address every circumstance. Specific questions may be addressed to the Resource Management Department, which is responsible for making the final determination of land use category applicability.

Sources: Solano County; Economic & Planning Systems, Inc.

In addition to the demographic calculations, the PFF also utilizes assumptions related to population and employment densities by land use type. Specifically, PFF infrastructure cost estimates per capita or per job are converted to fee rates per unit or square foot based on average persons per household and square feet per employee factors. For residential

development, the analysis relies on U.S. Census data on the average number of persons per household for single-family and multifamily units. Factors for accessory units and age-restricted (senior) housing are based on data from research studies focused on these types of residential development. For nonresidential development, the fee levels incorporate data from a variety of sources related to the average employees per 1,000 sq. ft. of building space.

The land use density assumptions utilized in this Report are summarized in **Table 9**, with further documentation of data sources for nonresidential land uses provided in **Appendix A**. As shown, single-family units have a higher average number of persons per unit than multifamily units. This analysis assumes that future dwelling units will also be characterized by similar differences in persons per household and thus will generate relatively different levels of impact on PFF facilities. For example, based on the persons per household data in **Table 9**, a multifamily unit would generate 78 percent of the impact generated by a single-family unit. The impacts of other units relative to a single-family unit differ based on the number of persons in the respective unit type.

Table 9 PFF Land Use Density Assumptions

Land Use Fee Categories	Persons per Household ¹	Sq. ft. per Employee ²	Employees per 1,000 Sq. Ft. ²
	<i>a</i>	<i>b</i>	<i>c = 1,000/ b</i>
See Table A-2			
Residential			
Single Family	3.04	-	-
Multifamily	2.37	-	-
2nd SFR Unit/Accessory Dwelling Unit ³	1.50	-	-
Age-Restricted/Senior Multifamily ⁴	1.50	-	-
Nonresidential			
Retail/ Commercial	-	670	1.49
Service Commercial	-	350	2.86
Institutional/Assembly	-	700	1.43
Office	-	250	4.00
Lodging	-	1,100	0.91
Industrial	-	600	1.67
Warehouse/Distribution	-	2,000	0.50
Agricultural Uses⁵			
Non-residential Agricultural	-	3,000	0.33
Accessory Structures			

[1] Average household size per occupied housing unit in Solano County based on data from the 2017 American Community Survey (5-year estimates) conducted by the U.S. Census Bureau.

[2] Averages based on a number of data sources reviewed by EPS. See Table A-2 in Appendix A.

[3] Household size estimate from "Yes in My Backyard: Mobilizing the Market for Secondary Units, June 2012" published by Center for Community Innovation (CCI) at the Institute for Urban & Regional Development (IURD) at UC-Berkeley.

[4] Household size estimate from "Housing for the 55+ Market: Trends and Insights on Boomers and Beyond, April 2009" published by MetLife Mature Market Institute and National Association of Home Builders (NAHB).

[5] Density assumptions were based on data for other nonresidential uses and adjusted to reflect less intensive usage associated with agricultural uses.

Source: Economic & Planning Systems, Inc.

Table 9 also shows assumptions for employee densities per 1,000 sq. ft. of building space for various nonresidential uses. Impact fees for nonresidential uses will vary consistently with these differences in employee generation. Specifically, uses that generate more workers per 1,000 sq. ft. will pay a relatively higher fee.

III. IMPACT FEE CALCULATION

This chapter is divided into six sections, each presenting the methodology and fee calculation for the capital facilities covered by the fee. Fees are estimated for the following departments:

- 1. Countywide Public Protection (includes Courts and Animal Care Services)**
- 2. Health and Social Services**
- 3. Library**
- 4. General Government**
- 5. Transportation**
- 6. Administration**

Each section explains the purpose of the fee, the methodology for determining existing deficiencies and future needs, the allocation of costs among land uses, and the calculation of the impact fee.

IV. PUBLIC PROTECTION

Public Protection includes a variety of departments that are responsible for a range of services and facilities throughout the entire county. Capital facilities associated with the following five (5) key functions are included in the Public Protection component of the PFF:

- Sheriff
- Probation
- Animal Care
- Courts
- District Attorney

The facilities required to provide these functions are combined into a single Public Protection fee because demand for their services and the determinants of facility demand are somewhat interrelated.

Determination of Facility Needs and Costs

Sheriff's Office

The County Sheriff's Office provides a number of countywide functions and services that require public facilities, including adult custody and detention, emergency dispatch, coroner services, and animal care (evaluated separately below). Based on input from department staff, countywide population and employment growth is expected to create the greatest facility needs in the area of adult detention, rehabilitation and crime prevention. However, the amount, type, and cost of future Sheriff's department facilities needed to serve countywide growth will be influenced by a variety of inter-dependent variables, including but not limited to the following:

- **Alternatives to Incarceration:** According to department staff, in order to cope with State re-alignment and the high cost of maximum-security jails, the County is likely to increasingly seek alternatives to long-term incarceration, including rehabilitation, education, and treatment programs that facilitate a gradual transition of convicts into the community. The facility cost necessary to accommodate such programs, although unknown, are likely to be less than maximum security jails.
- **Crime Rates:** The need for new adult detention, rehabilitation and crime prevention facilities will be linked to crime rates (i.e., crimes per capita) as well as absolute county growth. Crime rates, in turn, are influenced by socio-economic variables (e.g., age, income, and education), policing and crime prevention techniques, and other factors.
- **Prosecution and Sentencing Trends:** Prosecution and sentencing activity (e.g., arrests, convictions, and sentences) also play an important role in Sheriff's Office facility needs. This activity, in turn, is affected by evolving state and federal laws and guidelines as well as resources available for law enforcement and criminal justice at the local level.

Due to the complex nature of the above factors, future Sheriff's Office capital needs and facility costs are difficult to predict with certainty, let alone proportionately allocate to new growth.

Given this uncertainty, department staff has advised that existing and planned County facilities represent the best indicator of future facility needs and costs. In reality, costs may be higher if crime, bookings, and/or prosecution rates increase, for example, or lower, if alternatives to incarceration successfully reduce the demand for maximum security jail space.

Table 10 details the new facilities as listed in the 2017 Solano County Master Plan. Given that all of these facilities are needed to serve both the existing and future populations, roughly 18 percent of the total costs of these facilities are allocated to the fee program. As shown, this methodology results in roughly \$33.5 million allocated to the PFF program for adult detention, rehabilitation and crime prevention facilities through 2040.

Table 10 Sheriff's Facilities Costs

Facility ¹	Building Sq. Ft.	Cost Per Sq. Ft. ²	Estimated Cost	Cost Allocation to PFF ³	Total PFF Costs
	a	b	c = a * b	d	e = c * d
New Claybank Campus					
OES & Dispatch Building	41,166	\$556.73	\$22,918,347	18.1%	\$4,148,221
Re-Entry and Detention Facility	163,429	\$880.68	\$143,928,652	18.1%	\$26,051,086
Sheriff Warehouse	10,000	\$290.13	\$2,901,300	18.1%	\$525,135
Regional Kitchen	<u>15,000</u>	\$1,013.51	<u>\$15,202,650</u>	18.1%	<u>\$2,751,680</u>
Total	229,595		\$184,950,949		\$33,476,122

[1] Building square footage for all adult detention facilities is detailed in the 2017 Solano County Board of Supervisors Report, Master Plan for Three County Campuses, on page 108. Given that all three facilities are needed to serve both existing and future populations, only the share that can be attributed to future growth is allocated to the fee program.

[2] Costs were prepared for the improvements identified in the 2017 Solano County Master Plan. For this fee update, relevant costs are adjusted to 2018 dollars.

[3] See Service Population calculations in Table 7.

Sources: Solano County; and Economic & Planning Systems, Inc.

Probation

In addition to the sheriff's facilities, the County's Master Plan also lists Probation facilities for adult rehabilitation and crime prevention. These include two Centers for Positive Change offering probationers/parolees access to resources to assist with successful reintegration in the community. In addition, a new re-entry facility as well as the expansion of an existing release center are slated to be used for training soon-to-be released inmates to learn life and job skills. This re-entry facility is slated to be built at the Fairfield location and primarily intended to serve the needs resulting from new development; as a result, the cost of this facility is fully being allocated towards the PFF program. The total costs for these facilities and the fair share allocation to the PFF program are shown in **Table 11**.

Table 11 Probation Facilities Costs

Facility	Building Sq. Ft.	Cost Per Sq. Ft. ¹	Estimated Cost ²	Cost Allocation to PFF ³	Total PFF Costs
	a	b	c = a * b	d	e = c * d
New Probation Buildings ⁴	26,000	\$533.85	\$13,880,100	18.1%	\$2,512,298

[1] Costs were prepared for the improvements identified in the 2017 Solano County Master Plan. For this fee update, relevant costs are adjusted to 2018 dollars.

[2] Excludes IT improvement costs, as these costs are accounted for separately in Table 28.

[3] See Service Population calculations in Table 7.

[4] The three Probation buildings include two Centers for Positive Change (10,000 square feet each) and a building in Fairfield (6,000 square feet) that is an expansion of Probation facilities to serve new population growth. The Centers for Positive Change offer parolees access to resources to support successful reintegration into the community. One of the Centers is planned to be part of the Solano Business Park (as noted in the Solano County Master Plan) and one is planned to be in Vallejo. The Vallejo facility is not accounted for in the Master Plan. Costs were prepared for the improvements identified in the 2017 Solano County Master Plan. For this fee update, relevant costs are adjusted to 2018 dollars. This square footage does not include the building envelope, circulation, and MEP space. Given that all three buildings are planned to serve both existing and future populations, only the share that can be attributed to future growth is allocated to the fee program.

Sources: Solano County; and Economic & Planning Systems, Inc.

Animal Care

The County Sheriff's Office also provides animal care services to unincorporated areas of the County. The Sheriff's Office operates the existing Animal Shelter located on 2510 Claybank Road. Pursuant to a memorandum of understanding (MOU) between the County and the seven incorporated cities, the operating costs of the Animal Shelter are allocated amongst the parties based on the origin of the animals under its custody.

Based on the 2017 Solano County Master Plan and the related cost estimates that were prepared for its implementation, **Table 12** calculates the third phase of the expansion of the animal care complex. The total cost estimate of this facility expansion amounts to roughly \$3.1 million. Given that these facilities are needed to serve both existing and future populations, only 18.1 percent, or approximately \$561,000, of this total cost is allocated to the fee program through 2040.

Table 12 Animal Care Facility Costs

Category	Formula	Amount
Animal Care Complex Expansion - Phase 3 Costs ¹	a	\$3,100,788
Cost Allocation to PFF ²	b	18.1%
Phase 3 Costs Allocated to PFF	c = a * b	\$561,243

[1] The cost of Phase 3 includes the renovation of the existing building which is needed to accommodate future growth in the County as well as associated site improvements (County Project #1773, as of 11/2/2018). Given that this facility is needed to serve both existing and future populations, only the share that can be attributed to future growth is allocated to the fee program.

[2] See Service Population calculations in Table 7.

Sources: Solano County; and Economic & Planning Systems, Inc.

Courts

The Superior Court of California, County of Solano is the unified trial court of both limited and unlimited jurisdiction in the County. The court has jurisdiction over all cases arising within the County, including felony and misdemeanor criminal cases, traffic, civil and small claims, family law, probate, and juvenile cases.

The 2017 Solano County Master Plan identified three future facilities that would serve both new and existing residents and employees, as described below:

- **Traffic Court:** The new traffic court is needed for hearings related to traffic and parking violations.
- **Juvenile Detention Court:** According to County staff, there is an existing need for a new Juvenile Court facility attached to the existing Juvenile Detention facility on Beck Avenue in Fairfield. Currently, juveniles are transported by van to off-site Court facilities in downtown Fairfield or Vallejo for court appearances, creating operational and staffing inefficiencies as well as security issues.
- **Collaborative Courts:** The County currently jointly contribute to these collaborative court services: (a) Dependency Drug Court (legal issues associated with parents with substance abuse issues) and (b) Adult Drug Court. Currently the operations of these court functions occur within the existing Court facilities. However, going forward, both the County and State would like to see a specialized, dedicated facility (potentially co-located in the existing court house) for Collaborative Court functions. In addition, these functions would be expanded to include (c) Veteran Treatment Court, (d) Mental Health Court, and (e) Re-entry Court.

Table 13 calculates PFF costs for future Court facilities as well as asset protection improvements such as a perimeter flood prevention system for the existing County Campus. It is assumed that new development will generate demand in proportion to service population growth for the asset protection system as well as the Collaborative Courts. These facilities' fees will be proportionally allocated to the fee program. The Traffic and Juvenile Courts will entirely service demand from new growth. Therefore, the Traffic and Juvenile Courts' full costs will be allocated to the fee program. For example, an effective Collaborative Court system could support alternatives to incarceration and reduce the need to expand jails.

Table 13 Court Facility Costs

Item	Building Sq. Ft.	Cost Estimate		Cost Allocation to PFF ²	Total PFF Costs
		Cost per Sq. Ft. ¹	Total Cost		
	a	b	c = a * b	d	e = c * d
New Courtrooms					
Traffic ³	4,000	\$533.85	\$2,135,400	100%	\$2,135,400
Traffic Court IT Equipment ⁴	n/a	n/a	\$14,190	100%	\$14,190
Juvenile Court ⁵	4,305	\$533.85	\$2,298,224	100%	\$2,298,224
Juvenile Court IT Equipment ⁴	n/a	n/a	\$25,860	100%	\$25,860
Collaborative Courts ⁶	4,000	\$533.85	\$2,135,400	18.1%	\$386,507
Collaborative Courts IT Equipment ⁴	n/a	n/a	<u>\$45,100</u>	18.1%	<u>\$8,163</u>
Total	12,305		\$6,654,174		\$4,868,345

[1] Costs were prepared for the improvements identified in the 2017 Solano County Master Plan. For this fee update, relevant costs are adjusted to 2018 dollars.

[2] See Service Population calculations in Table 7.

[3] Because the planned traffic court is needed to accommodate new growth, 100% of the costs of this facility are allocated to new growth.

[4] IT Equipment costs include telecommunications and network installation as well as hardware such as staff computers, printers/copiers and courtroom monitors. The total cost estimate is provided by the County Courts Division. The IT equipment cost allocation to new growth is equivalent to the share of each respective court's costs that are allocated to new growth.

[5] The 1998 Juvenile Facilities Master Plan referenced a 4,305 sq. ft. Juvenile Court, however, the Juvenile Detention facility that opened in 2004 did not include a Juvenile Court. Given that the new Juvenile Court is needed to accommodate new population growth, 100% of the costs of this facility are allocated to the fee program.

[6] The Collaborative Courts could potentially include courts for veterans, mental health, re-entry, and family services. The square footage includes 2,500 sq.ft. for a courtroom; 700 sq.ft. for judges chambers; and 800 sq.ft. for support staff. This space does not include additional space that may be needed to accommodate Bail Reform, as pending legislation is uncertain. Given that this facility will serve both the existing as well as new service population, the costs will be allocated to the fee program in proportion to new growth.

Sources: Solano County; and Economic & Planning Systems, Inc.

District Attorney

The Solano County District Attorney's Office (DA) provides a variety of services to assist law enforcement and other public agencies throughout the County and to investigate and prosecute crimes. Staff is currently primarily housed in the County Administration Center (CAC) building in downtown Fairfield (approximately 44,000 sq. ft. of space). In addition, the DA also operates a 4,739-square-foot forensic laboratory in the County Public Health facility located at 2201 Courage Drive.

As with the 2013 update, the primary capital needs going forward are associated with the forensic laboratory. Although the size of the existing space is adequate to meet foreseeable needs, there is a need for additional build-out improvements as well as lab equipment, as summarized in **Table 14**. While the DA currently uses its forensic laboratory primarily for drug testing (e.g., alcohol levels for DUI and other controlled substances), its long-term goal is to expand its function to include forensics, and other capabilities. The forensic lab improvements and the associated forensic lab equipment entail outfitting unimproved building square footage. Given that the equipment will need to be replaced on a ten-year cycle, the one-time cost of lab equipment is multiplied three times (for replacements in 2020, 2030, and 2040) to account for the full anticipated equipment costs from 2018 through 2040. Given that these improvements and equipment will only be necessitated by new growth, the full cost will be allocated to the fee program. Based on these assumptions, approximately \$3.6 million in DA facility and equipment costs are assigned to the PFF through 2040.

Table 14 PFF District Attorney Facility Costs

Facility Type	Total Cost	Cost Allocation	Total PFF Costs
		to PFF ¹	
	a	b	c = a * b
Forensic Lab Improvements ²	\$643,138	100%	\$643,138
Forensic Lab Equipment ³	<u>\$2,910,000</u>	100%	<u>\$2,910,000</u>
Total	\$3,553,138		\$3,553,138

[1] See Service Population calculations in Table 7.

[2] This space is currently unimproved but will need to be fitted out to accommodate new growth; therefore, 100% of the costs are allocated to new growth and to the fee program. Cost for build-out improvements to the current space were included in the County's FY 2012/13 to FY 2016/17 Capital Improvement Plan. For this fee update, those cost estimates were increased in proportion to ENR's Construction Cost Index for the San Francisco region, as of December 2018.

[3] Given that the forensic lab space improvements are needed to accommodate new growth, 100% of the equipment costs associated with this space are allocated to new growth. Cost estimates are provided by DA and includes a liquid chromatograph for comprehensive forensic toxicology testing and other equipment identified by the DA's office. All equipment is required to be replaced every 10 years. The calculation here shows the cost of three lifecycle replacements in 2020, 2030, and 2040.

Sources: Solano County; and Economic & Planning Systems, Inc.

Public Protection's Share of Government Center Debt Service

Completed in 2005, the County Government Center complex was constructed to provide for County overhead, administration and other general government facility needs, including public protection, for a growing service population beyond 2030. The complex includes the County Probation Department, which occupies approximately 43,807 sq. ft. of office space at 475 Union Avenue in Fairfield, the Cogeneration Plant, parking structure, and the County Administration Center building located at 675 Texas Street in Fairfield.

As identified in the 2003 update of the Public Facilities Fee program, 25 percent of the total space at the Government Center complex was constructed to accommodate growth in general government and public protection services to serve future population growth. Of this, 11 percent is Public Protection's share of the remaining balance on the Government Center debt service for construction of the Probation facility and proportionate share of the Cogeneration Plant, parking structure, and the proportionate share of space occupied by the Departments of the District Attorney, Public Defender and Conflict Defender in the County Administration Center.

Table 15 allocates a portion of the existing debt obligation for the County Government Center complex to the Public Protection portion of the PFF. As shown, out of the approximately \$97.1 million in debt refinancing, nearly \$7.9 million has been paid as of June 30, 2018, leaving \$89.3 million in outstanding debt. The share of this figure allocated to Public Protection, or 11 percent, amounts to roughly \$9.8 million.

Table 15 Public Protection Share of Government Center Costs

Government Center Debt Service	Formula	Amount
Total Debt Service Obligation	a	\$97,167,930
Less Total Debt Service Payments through 6/30/18	b	<u>\$7,869,555</u>
Outstanding Debt Service Obligation	c = a - b	\$89,298,375
Allocation of Outstanding Debt Service Obligation to Public Protection¹	d = c * 11%	\$9,822,821

[1] At the time of issuance, it was determined that 25% of the obligation was to benefit future growth. This 25% of the debt obligation was divided between General Government (responsible for 14%) and Public Protection (responsible for 11%).

Sources: Solano County Auditor; and Economic & Planning Systems, Inc.

Cost Allocation and Public Protection Fee Calculation

The Public Protection fee is calculated in three steps. First, the fair share cost allocated to new development is further allocated to residential and nonresidential development based on the relative demand for services generated by residents and employees, as shown in **Table 16**. If the demand for the facility in question is driven by both residential and nonresidential growth, the cost allocation is based on relative Service Population growth of residents and employees, respectively, as calculated in **Table 7** in **Chapter II**.

Second, a per capita or per employee cost is determined by dividing costs allocated to residential and nonresidential uses by new population and employment growth, respectively.

Finally, the facility cost for each impact fee land use category is calculated based on the population and employment density assumptions shown in **Table 8** in **Chapter II**. As summarized in **Table 17** this methodology results in a Public Protection maximum impact fee ranging from \$819 to \$1,659 for residential development, depending on unit type, and from \$43 to \$525 per 1,000 sq. ft. for nonresidential development.

Table 16 Public Protection Facilities Cost Allocation

Cost Allocation Factor	Public Protection Facilities						Total Facilities
	Sheriff	Probation	Animal Care ¹	District Attorney	Courts	Gov. Center Debt (Public Prot. Share)	
Facility Costs Allocated to PFF Program	\$33,476,122	\$2,512,298	\$561,243	\$3,553,138	\$4,868,345	\$9,822,821	\$54,793,967
<u>Cost Allocation to Land Uses</u>							
Residential Development	93%	93%	100%	93%	93%	93%	
Nonresidential Development	7%	7%	0%	7%	7%	7%	
<u>Allocated Costs by Land Use</u>							
Residential Development	\$31,132,793	\$2,336,437	\$561,243	\$3,304,419	\$4,527,561	\$9,135,224	\$50,997,676
Nonresidential Development	\$2,343,329	\$175,861	-	\$248,720	\$340,784	\$687,597	\$3,796,291
<u>Service Population Growth</u>							
Residents	93,458	93,458	93,458	93,458	93,458	93,458	
Employees	28,901	28,901	-	28,901	28,901	28,901	
Facilities Cost per Resident	\$333.12	\$25.00	\$6.01	\$35.36	\$48.44	\$97.75	\$545.68
Facilities Cost per Employee	\$81.08	\$6.08	-	\$8.61	\$11.79	\$23.79	\$131.35

[1] Animal care facilities accommodate stray and/or abandoned cats and dogs. Since non-residential uses are not expected to generate any demand for such facilities, costs for animal care facilities are allocated to residential development only.

Sources: Solano County; and Economic & Planning Systems, Inc.

Table 17 Estimated Public Protection Impact Fees

Land Use	Density (See Table 9)	Public Protection Facilities						Total Fee per Unit
		Sheriff	Probation	Animal Care ¹	District Attorney	Courts	Gov. Center Debt	
<i>Cost per Resident</i>		\$333.12	\$25.00	\$6.01	\$35.36	\$48.44	\$97.75	\$545.68
<i>Cost per Employee</i>		\$81.08	\$6.08	\$0.00	\$8.61	\$11.79	\$23.79	\$131.35
Residential	Persons / Household							
Single Family	3.04	\$1,012.68	\$76.00	\$18.27	\$107.49	\$147.26	\$297.16	\$1,658.87
Multifamily	2.37	\$789.49	\$59.25	\$14.24	\$83.80	\$114.80	\$231.67	\$1,293.26
2nd SFR Unit/Accessory Dwelling Unit (ADU)	1.50	\$499.68	\$37.50	\$9.02	\$53.04	\$72.66	\$146.63	\$818.52
Age-Restricted/Senior Multifamily	1.50	\$499.68	\$37.50	\$9.02	\$53.04	\$72.66	\$146.63	\$818.52
Nonresidential	Employees / 1,000 SF							Fee per 1,000 SF
Retail/Commercial	1.49	\$120.81	\$9.06	\$0.00	\$12.83	\$17.57	\$35.45	\$195.71
Service/Commercial	2.86	\$231.89	\$17.39	\$0.00	\$24.62	\$33.72	\$68.04	\$375.66
Office	4.00	\$324.32	\$24.32	\$0.00	\$34.44	\$47.16	\$95.16	\$525.40
Institutional/Assembly	1.43	\$115.94	\$8.69	\$0.00	\$12.31	\$16.86	\$34.02	\$187.83
Lodging	0.91	\$73.78	\$5.53	\$0.00	\$7.84	\$10.73	\$21.65	\$119.53
Industrial	1.67	\$135.40	\$10.15	\$0.00	\$14.38	\$19.69	\$39.73	\$219.35
Warehouse/Distribution	0.50	\$40.54	\$3.04	\$0.00	\$4.31	\$5.90	\$11.90	\$65.68
Agricultural Uses								
Non-residential Agricultural Accessory Structures	0.33	\$26.76	\$2.01	\$0.00	\$2.84	\$3.89	\$7.85	\$43.35

[1] No impact fees for animal care facilities are calculated on nonresidential land uses. See footnote [1] in Table 16.

Source: Economic & Planning Systems, Inc.

V. HEALTH AND SOCIAL SERVICES

The County's Health and Social Services (H&SS) Department administers health and social service programs that counties are required to provide under State law. These include programs for public and mental health, disabled and elderly, substance abuse, and child welfare, among others to serve county residents in both incorporated and unincorporated areas. The entire county population receives benefits from public health programs.

The PFF for H&SS is designed to cover the costs associated with new health and social services facilities and equipment to serve a growing county resident population in both incorporated and unincorporated areas. Since health and social services are primarily provided for the benefit of county residents, it is assumed that nonresidential development will not pay the H&SS impact fee.

Determination of Facility Needs and Costs

According to H&SS staff, the amount, type, and cost of future Department facilities needed to serve countywide population growth will be influenced by a variety of inter-dependent variables, including but not limited to the following:

- **Demographic Trends:** Given that the H&SS provides a disproportionate share of its services to poor and elderly, demographic changes in the County related to both age and income levels will have a significant impact on service requirements, and by extension, facility needs.
- **Regulatory Changes (e.g., Affordable Care Act):** New legislation continues to focus on increasing the number of county residents eligible for services provided by H&SS. For example, the expansion of health insurance requirements continues to increase the proportion of residents eligible for Medi-Cal, a program implemented by H&SS.² In addition to healthcare reforms, the variety of other State policies and programs being considered by the State could significantly increase client volume.
- **Technological Changes:** The evolution of current offices towards future structures that include video conferencing rooms, shared offices and hoteling will impact the need for more space but has not yet been fully vetted. In the healthcare field, telemedicine and portable mobile technology will alter the work environment. In the social services field, service delivery will be increasingly field-based using wireless technology and client self-service-oriented using interactive voice systems and online self-service. As a result, office hoteling, shared spaces and desks with integrated phone/screen environments will replace the current line of cubicles and reduce the need for the traditional expansion of office facilities.

² For more information on this topic, see "Implementing National Health Reform in California, Payment and Delivery System Changes," by California Healthcare Foundation. November, 2011. See: http://www.chcf.org/~media/MEDIA_percent20LIBRARY_percent20Files/PDF/1/PDF_percent20ImplementingHealthReformPaymentChanges.pdf

The estimated amount and cost of the new H&SS capital facilities needed to serve future population is provided in **Table 18**. The H&SS Department anticipates that a campus of buildings at the Solano Business Park. Based on cost estimates prepared for the Solano County Master Plan, these future facilities will cost approximately \$173.8 million, with a portion of these costs allocated to the fee program.

Please note that the new dental clinic, which is slated to be built at the new facility at the Solano Business Park, is created to serve new growth. Therefore, 100 percent of the associated costs, including the equipment for the new dental clinic, could be allocated to new growth. The equipment for the new dental clinic is an additional tenant improvement cost in addition to basic construction costs. However, the dental clinic and the associated equipment are being funded through IGT Funds from the state and other funding sources for the full cost. Therefore, all costs associated with this dental clinic are not included in **Table 18**. In total, the County will need slightly more than \$70.8 million worth of capital facilities and equipment to accommodate increases in services to a growing population.

Table 18 H&SS Projected Future Facilities and Estimated Costs

Item	Building Sq. Ft. ¹	Cost Per Sq. Ft. ²	Estimated Cost	Cost Allocation to PFF ³	Total PFF Costs
	a	b	c = a * b	d	e = c * d
Solano Human Services and Training Center ⁴	135,756	\$533.85	\$72,473,341	18.1%	\$13,117,675
Health Services and Clinic Building ⁴	90,740	\$533.85	\$48,441,549	18.1%	\$8,767,920
Behavioral Health Crisis Unit ⁴	9,071	\$533.85	\$4,842,436	18.1%	\$876,481
Future Regional Mental Health Facility ⁵	73,934	\$533.85	\$39,469,783	100%	\$39,469,783
North County Healthcare Facility ⁵	8,000	\$533.85	\$4,270,800	100%	\$4,270,800
East County Healthcare Facility ⁵	<u>8,000</u>	\$533.85	<u>\$4,270,800</u>	100%	<u>\$4,270,800</u>
Total	325,501		\$173,768,709		\$70,773,459

[1] Building square footage for all facilities is detailed in the 2017 Solano County Board of Supervisors Report, Master Plan for Three County Campuses, p.98.

[2] Costs were prepared for the improvements identified in the 2017 Solano County Master Plan. For this fee update, relevant costs are adjusted to 2018 dollars.

[3] See Service Population calculations in Table 7.

[4] These facilities are needed to provide services to existing and future residents; therefore, only a share of the associated costs are allocated to new growth.

[5] These facilities are needed to serve future growth; therefore, the full cost is allocated to new growth.

Sources: Solano County Administrator; and Economic & Planning Systems, Inc.

Health and Social Services Fee Calculation

The Health and Social Services facilities impact fee is calculated in two steps. First, the fair share cost allocated to new development is divided by the number of new residents projected by 2040. This yields a per capita cost of about \$757 as shown in **Table 19**.

Second, the cost for each type of unit is determined by multiplying the assumed persons per household by the per capita cost. As shown, this calculation results in an impact fee of \$2,302 for single-family units, \$1,795 for multifamily units, and \$1,136 for age-restricted multifamily units as well as second dwelling or accessory units.

Table 19 Estimated County Health & Social Services Facilities Fee

Item Description	Estimated Amount
Total H&SS Costs for PFF Program	\$70,773,459
New Service Population	93,458
Facilities Cost per Service Population	\$757.28

<u>Residential Land Use</u>	<u>Persons per Unit</u>	<u>Fee Per Unit¹</u>
Single Family	3.04	\$2,302
Multifamily	2.37	\$1,795
2nd SFR Unit/Accessory Dwelling Unit (ADU)	1.50	\$1,136
Age-Restricted/Senior Multifamily	1.50	\$1,136

[1] County healthcare and social services primarily serve residents; any services provided to nonresident employees (nonresidential land uses) are expected to be incidental. As such, no impact fee is calculated for nonresidential land uses.

Source: Economic & Planning Systems, Inc.

VI. LIBRARY FACILITIES

The County's Department of Library Services provides library services to unincorporated areas of the County and five cities in the County: Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo. Library services to the City of Vacaville are provided through a contract with the Vacaville Unified School District Library District. The Library PFF is designed to cover the costs associated with new library facilities to serve a growing county resident population in these areas. Library services in the cities of Benicia and Dixon are outside the County's Library System and are served by the City of Benicia and the Dixon Public Library District, respectively, thus are excluded from the PFF. In addition, it is assumed that only residential development will pay a Library impact fee since these facilities primarily serve County residents.

Determination of Facility Needs and Costs

The Solano County Library Facilities Master Plan (FMP) adopted in 2001 laid out the needed library facilities to serve the growing population of Solano County over a 20-year period with a goal to provide 0.76 sq. ft. of library space per capita. Consistent with the goal to provide 0.76 sq. ft. per capita, the 2009 FMP update identified six new library projects and two expansion projects for a total of 191,098 sq. ft. of additional library space to meet master plan goals for service standards and future population growth.

Estimated costs for the proposed library projects were prepared in the 2001 FMP and have been escalated to 2018 dollars as shown in **Table 20**. Completion of the FMP projects would require total capital investment of approximately \$138.5 million.

Table 20 Library FMP Planned Facilities and Estimated Costs

Proposed Project	Project Type	Building Sq. Ft. ¹	Master Plan Cost Estimates ¹	Escalated Costs ²
			2001 dollars	2018 dollars
<u>FMP Phase 1</u>				
Suisun City	Expansion	13,864	\$5,861,732	\$9,598,105
<u>FMP Phase 2</u>				
Fairfield North	New	30,000	\$12,868,566	\$21,071,221
Vacaville Existing	Expansion	15,377	\$8,349,677	\$13,671,911
Vallejo Northwest	New	30,000	\$13,268,839	\$21,726,635
<u>FMP Phase 3</u>				
Fairfield Northeast	New	29,118	\$12,488,628	\$20,449,104
Vacaville North	New	36,000	\$15,462,153	\$25,318,007
Vallejo Northeast	New	25,237	\$10,801,551	\$17,686,653
Rio Vista	New	<u>11,502</u>	<u>\$5,502,729</u>	<u>\$9,010,267</u>
Total		191,098	\$84,603,875	\$138,531,904

[1] From the Solano County Library Facilities Master Plan, 2001 and April 2009 Update. Another update to the Library Facilities Master Plan is currently underway.

[2] The escalated costs are estimated by increasing the 2001 cost estimates by the percent change in ENR's Historical Cost Index for the San Francisco region between January 2001 and December 2018.

Sources: Solano County Library Facilities Master Plan, 2001 and 2009 Update; ENR Construction Cost Index for San Francisco region; Economic & Planning Systems, Inc.

Cost Allocation

Because the FMP projects would serve both existing residents (by increasing the level of service) and future residents, only a portion of total costs can be allocated to the PFF. **Table 21** shows the calculation of a fair share allocation of library costs to new development. Based on the projected service area population growth of 88,134 residents, new residents would require 66,982 sq. ft. or 35 percent of the total proposed library space; as such only 35 percent of the FMP project costs can be attributed to new residential development. Given the total estimated cost of \$138.5 million, the fair share allocation to new residential development is \$48.5 million.

Table 21 Cost Allocation of Planned Library Facilities to New Growth

Item Description	Formula	Amount
Master Plan Facilities Standard (sq. ft. per capita) ¹	a	0.76
Existing 2018 Library Service Population ²	b	376,578
Future 2040 Library Service Population ²	c	464,712
Projected Population Growth in Library Service Area ³	d = c - b	88,134
Required Library Sq. Ft. to Serve New Development (FMP Std.)	e = a * d	66,982
Planned Future Library Facilities Sq. Ft.	f	191,098
Estimated Share of Planned Facilities Needed to Serve New Growth	g = e / f	35%
Total Library Facilities Costs	h	\$138,531,904
Library Facilities Costs Allocated to PFF Program	i = g * h	\$48,486,166

[1] From the Solano County Library Facilities Master Plan, April 2009 Update.

[2] The existing and future library service population includes the population of Fairfield, Rio Vista, Suisun City, Vacaville, Vallejo, and the unincorporated areas of the County, as shown in Table 5.

[3] The library service area includes the cities of Fairfield, Rio Vista, Suisun City, Vacaville, Vallejo as well as the unincorporated area of the County. The projected population growth is the difference in existing and future populations, as shown in Table 5.

Sources: Solano County Library Facilities Master Plan; Fehr & Peers; Economic & Planning Systems, Inc.

County Library Facilities Fee Calculation

The Library facilities impact fee is calculated in two steps. First, the fair share cost allocated to new development is divided by the number of new residents projected by 2040. This yields a per capita cost of \$550.14 as shown in **Table 22**.

Second, the cost for each type of unit is determined by multiplying the number of persons per household by the per capita cost. As shown in **Table 22**, this calculation results in a maximum impact fee of \$1,672 for single-family units, \$1,304 for multifamily units, and \$825 for age-restricted multifamily units as well as second dwelling or accessory units.

Table 22 Estimated Library Facilities Fee

Item Description		Estimated Amount
Library Facility Costs Allocated to PFF Program		\$48,486,166
Projected New Population in Library Service Area		88,134
Facilities Cost per Capita		\$550.14
<hr/>		
<u>Residential Land Use</u>	<u>Persons/Unit</u>	<u>Fee Per Unit¹</u>
Single Family	3.04	\$1,672
Multifamily	2.37	\$1,304
2nd SFR Unit/Accessory Dwelling Unit (ADU)	1.50	\$825
Age-Restricted/Senior Multifamily	1.50	\$825

[1] County library services primarily serve residents, any services provided to or enjoyed by nonresident employees (nonresidential land uses) are expected to be incidental. As such no impact fee is calculated for nonresidential land uses.

Sources: Solano County Library Facilities Master Plan; Economic & Planning Systems, Inc.

VII. GENERAL GOVERNMENT FACILITIES

The General Government portion of the PFF covers a number of departments and offices that conduct a range of administrative duties and other functions necessary for the County to provide public services to residents and businesses in both incorporated and unincorporated areas. Specifically, the following 14 departments are included in General Government:

- Agricultural Commissioner
- Assessor Recorder
- Auditor-Controller
- Board of Supervisors
- Clerk of the Board
- Cooperative Extension
- County Administrator
- County Counsel
- Information Technology (includes Registrar of Voters/Elections)
- General Services
- Human Resources
- Resource Management (includes Parks and Recreation)
- Treasurer/Tax Collector/County Clerk
- Veteran Services

Since most general government services serve the needs of both residents and businesses (employees), it is assumed that both residential and nonresidential development will pay a General Government impact fee. The parks and elections components, however, will only be allocated to residential development.

Determination of Facility Needs and Costs

Countywide Administrative Services - Government Center

With the exception of Agricultural Commissioner offices and capital equipment, Registrar of Voters (ROV) elections equipment, Cooperative Extension and county parks, the County's facility needs are housed in the County Government Center complex. Completed in 2005, the Government Center was constructed to satisfy general government facility needs for a growing service population beyond 2030.

As identified in the 2003 update of the Public Facilities Fee program, 25 percent of the total space in the Government Center was constructed to accommodate growth in general government and public protection services to serve future population growth. Of this, 14 percent was to accommodate growth in general government services (the remaining 11 percent was allocated to Public Protection). Consistent with this allocation, 14 percent of the cost of debt used to finance the facility was allocated to the General Government component of the PFF. Since the 2017 debt refinancing, out of the roughly \$97.2 million, nearly \$7.9 million has been paid as of June 30th, 2018, and leaving roughly \$89.3 million to be repaid. The General Government portion of the remaining balance is approximately \$12.5 million, as shown in **Table 23**.

Table 23 Government Center Fair Share Costs for the PFF Program

Government Center Debt Service	Formula	Amount
Total Debt Service Obligation	a	\$97,167,930
Less Total Debt Service Payments as of 6/30/18	b	<u>\$7,869,555</u>
Outstanding Debt Service Obligation	c = a - b	\$89,298,375
Allocation of Outstanding Debt Service Obligation to General Government¹	d = c * 14%	\$12,501,773

[1] At the time of issuance, it was determined that 25% of the obligation was to benefit future growth. This 25% of the debt obligation was divided between General Government (responsible for 14%) and Public Protection (responsible for 11%).

Sources: Solano County Auditor; and Economic & Planning Systems, Inc.

General Services Facilities

The General Services Department assists other County departments in achieving their public service missions by providing essential support services in the areas of capital projects management, fleet services such as those of the Corp Yard, facilities operations, purchasing, and real estate services and other capital and deferred maintenance projects such as tenant improvements.

The County Administrative Center includes 36,204 square feet of unused, available space, which is designated for future growth. This space requires tenant improvement to be completed prior to occupation. The estimated cost to build out this space is roughly \$3.4 million. Secondly, the replacement and expansion of the Corp Yard is estimated to amount to another \$3.3 million. Third, the relocation and expansion of the General Services Administration is estimated to equal roughly \$9.6 million. And lastly, the asset protection project to prevent future flooding is estimated to cost \$12 million. Given that all of these facilities will serve the existing and new service population of the County, only 18 percent of the total costs, or approximately \$7.9 million has been allocated to the PFF, as shown in **Table 24**.

Table 24 General Services Facilities Costs for the PFF Program

Item	Formula	Amount
Tenant Improvements at Existing County Administrative Center (Sq. Ft.)	a	36,204
Average Tenant Improvement Cost per Sq. Ft. ¹	b	<u>\$92.70</u>
Cost of Tenant Improvements at County Administrative Center	$c = a * b$	\$3,356,111
Administrative Center Cost Allocated to PFF²	$d = c * 100\%$	\$3,356,111
Corp Yard Replacement and Expansion (Sq. Ft.) ³	e	8,000
Average Construction Cost Per Sq. Ft. ¹	f	<u>\$417.44</u>
Cost of Corp Yard Replacement and Expansion	$g = e * f$	\$3,339,520
Corp Yard Cost Allocated to PFF⁴	$h = g * 18.1\%$	\$604,453
General Services Administrative Relocation and Expansion (Sq.Ft.) ⁵	i	18,010
Average Construction Cost Per Sq. Ft. ¹	j	<u>\$533.85</u>
Cost of General Services Administrative Facility	$k = i * j$	\$9,614,639
General Services Admin. Facility Cost Allocated to PFF⁴	$l = k * 18.1\%$	\$1,740,250
Asset Protection Project ⁵	m	\$12,000,000
Asset Protection Cost Allocated to PFF⁴	$n = m * 18.1\%$	\$2,172,000
Total General Services Facilities Costs Allocated to PFF	$o = d + h + l + n$	\$7,872,813

[1] Costs were prepared for the improvements identified in the 2017 Solano County Master Plan. For this fee update, relevant costs are adjusted to 2018 dollars.

[2] Given that the improvement of the existing space is planned to serve the needs of future populations, the full cost is allocated to the fee program.

[3] The new facility would serve as an administrative and storage location for road crews and their fleet as well as maintenance operations equipment.

[4] Given that the new facility is planned to serve both existing and future populations, only the share that can be attributed to future growth is allocated to the fee program. See Service Population calculations in Table 7.

[5] Perimeter project to prevent future flooding and to secure several County buildings. Building square footage is detailed in the 2017 Solano County Board of Supervisors Report, Master Plan for Three County Campuses, p.86.

Sources: Solano County Master Plan; Solano County Administrator; and Economic & Planning Systems, Inc.

Agricultural Commissioner's Facilities

Currently, the Department of Agriculture operates from two locations. Administrative and related functions are accommodated at 2543 Cordelia Road in Fairfield and a satellite location at 580 North First Street in Dixon, occupying a total of 8,142 sq. ft. The Ag administrative functions occupy 2,071 square feet while the Weights and Measures function occupies 5,205 sq. ft. At the Dixon site, the department occupies 866 square feet.

In all, the department occupies a total of about 8,142 sq. ft., of which approximately 35 percent or 2,850 sq. ft. is allocated to functions primarily serving urban-type development including Structural Pest Control Regulation, Pest Detection, Exclusion and Eradication and Weights and Measures Device Inspection.

In addition, the department has 25 capital equipment items, including but not limited to a Heavy Capacity Truck, Petroleum Truck, National Knuckle Boom, Weight and Equipment Trailer, Electric Meter Test Bench, Undercover Gas Testing, Water Test Bench, Bell Prover, Slide in Prover, Dynamometer, Calibration Trailers, Multi-Terrain Loader, and Truck Chassis Box. The department estimates that 72 percent of the use of these capital equipment items is for service provision to urban land uses which implies an average of 18.1 capital equipment items serving urban uses. The department's capital equipment also includes 25 pool vehicles (includes those for seasonal extra-help) of which 17.5 (70 percent) are used to serve urban land uses.

The County has not adopted any formal standards for the Agricultural Commissioner's facilities and equipment to serve new development. According to the Solano County Agricultural Commissioner's office, the largest Agricultural Commissioner offices in California are in those counties with the highest populations. Therefore, although the department serves both residents and businesses, growth in resident population is regarded as the main driver for expanding facilities and capital equipment to serve new growth. Based on the amount of current building space utilized by the department and the inventory of equipment and vehicles used in providing services to urban-type development,³ EPS calculated existing service standards which are used to estimate future facility requirements based on projected population growth.

Table 25 shows the current service standards for the department's facilities and estimates required growth in these facilities to meet demand from new development. Based on projected population growth of 93,458 in the next 20 years, this analysis estimates that the County will require about 630 sq. ft. of departmental building space, an average of 4.0 capital equipment items and 3.9 vehicles for an approximate total cost of \$525,900.

³ While urban development may reduce agricultural production (by reducing the amount of available land) it does not necessarily reduce the department's workload (and facility needs). An increase in greenfield urban development tends to increase the agriculture/urban interface, which is a potent driver of pesticide conflicts, and creates more stringent permit review and pest control needs.

Table 25 Existing Standards and Future Facility Needs for Agricultural Commissioner

Item	Assumption	Building Space	Capital Equipment ¹	Vehicles ²	Total Facilities
<i>Units</i>		<i>sq. ft.</i>	<i>count</i>	<i>count</i>	
Existing Departmental Facilities		8,142	25	25	
% Serving Urban Development ³		35%	72%	70%	
Existing Urban Service Level		2,850	18.1	17.5	
Baseline County Population	422,764				
Existing Standard (facilities per 10,000 residents)		67	0.4	0.4	
Projected Population Growth	93,458				
Required Facilities to Serve New Growth		630	4.0	3.9	
Average Cost per Sq.Ft./Unit ⁴		\$533.85	\$29,836	\$18,000	
Facilities Costs to Serve New Growth		\$336,326	\$119,345	\$70,200	\$525,871

[1] Per the County's Agricultural Commissioner, capital equipment items include but are not limited to a Heavy Capacity Truck, Petroleum Truck, National Knuckle Boom, Weight and Equipment Trailer, Electric Meter Test Bench, Undercover Gas Tank Testing, Water Test Bench, Bell Prover, Slide in Prover, Dynamometer, Calibration Trailers, Multi-Terrain Loader, and Truck Chassis Box.

[2] Per the County's Agricultural Commissioner, the Department owns 25 pool vehicles, including those for seasonal extra-help.

[3] Urban development refers to residential development and businesses excluding farming operations.

[4] The average cost per square foot for Agricultural buildings is the same as the average construction cost per square foot for projects listed in Solano County Master Plan. For this fee update, relevant costs are adjusted to 2018 dollars. The average cost per unit is based on inflationary increase of the cost per square foot weighted average provided by the Agricultural Commissioner in 2013.

Sources: Solano County Department of General Services; Agricultural Commissioner; and Economic & Planning Systems, Inc.

Registrar of Voters Capital Equipment

Office space requirements for the ROV are addressed under General Government facilities. Future needs for other capital equipment directly impacted by changes in population, such as ballot counting machines, are projected to grow in direct proportion with growth in the County's population. Currently, the ROV estimates that the department uses approximately \$28.83 per capita in capital equipment to serve existing population.⁴ This means that assuming a constant level of investment per resident, the ROV will require approximately \$2.5 million over the next

⁴ Based on estimated equipment value of \$3 million per every five-year period serving the County population subject to the service standard of 416,283 (excluding inmate population at the State Prison in Vacaville).

20 years, as shown in **Table 26**, in new capital equipment to continue providing services at current levels of service.

Table 26 Existing Standards and Future Capital Needs for Registrar of Voters

Item	Amount
Current County Population	422,764
County Inmate Population	6,481
County Population Subject to Service Standard	416,283
Total Cost of Registrar's Voting Equipment Per Five-Year Period	\$3,000,000
Total Costs 2020-2040 (4 five-year periods)	\$12,000,000
Existing Service Standard (Equipment Value per Resident)	\$28.83
Projected Population Growth Subject to Service Standard ¹	86,977
Elections Equipment to Service New Growth	\$2,507,547

[1] This figure reflects the total projected population growth minus the county inmate population.

Sources: County Registrar of Voters; California Inmate Population Report; Economic & Planning Systems, Inc.

County Parks

The County provides park services to the public at Solano County's four parks: Sandy Beach County Park, Lake Solano County Park, Belden's Landing Water Access Facility, and Lynch Canyon Open Space Park, serving an estimated countywide resident population of 422,764 in 2018. The PFF program includes improvement of County-owned land and/or County-owned parks.

The County's current total acreage consists of 234 acres, which implies a service standard of 0.56 acres per 1,000 county residents. Given projected population growth of about 93,458 residents in the next 20 years, 52.3 acres in expanded park facilities will be required to maintain the existing service standard, as shown in **Table 27**. The approximate park improvement cost of \$300,000 per acre is based on cost assumptions observed recently by EPS in other semi-rural California communities. Therefore, improving 51.7 acres would cost roughly \$15.7 million.

Table 27 Park Facilities Cost Allocation to New Development

Item Description	Formula	Amount
County Parks		
Existing County Parks Acres ¹	a	234.0
Current County Population	b	422,764
County Inmate Population	c	6,481
County Population Subject to Service Standard	$d = b - c$	416,283
Existing Facilities Standard (acres per 1,000 residents)	$e = a * 1,000 / d$	0.56
New Population Growth (2018-2040)	f	93,458
Required Park Acres to Serve New Population	$g = e * f / 1,000$	52.3
Estimated Improvement Cost Per Acre ²	h	\$300,000
County Park Improvement Costs Allocated to PFF	$i = g * h$	\$15,690,000

[1] Acreage includes Lake Solano, Sandy Beach, Belden's, and the Lynch Canyon parking/staging area and trails, which are maintained by the County.

[2] Park improvement costs are based on average costs in other semi-rural California communities consistent with EPS experience and assuming similar levels of planned improvements.

Sources: Solano County Resource Management; Economic & Planning Systems, Inc.

Information Technology Capital Improvements

The Department of Information Technology is responsible for providing information technology (IT) infrastructure to County facilities including network and telephone infrastructure but also servers and other telecommunications equipment. Depending on the type and use, some of the facilities included in the PFF Program will need to be outfitted with IT infrastructure.

Cost estimates for IT improvements were estimated based on an inflationary increase of the average per-square-foot cost provided by the County Department of Information Technology in 2013. Based on recent projects the County estimated that the average cost for IT improvements to County buildings was approximately \$8.69, as of 2013. EPS increased this figure by the rate of inflation between 2013 and 2018 to arrive at the IT cost of \$9.85 per gross building square foot for this PFF update. Total estimated IT costs for each department's facilities are shown in **Table 28**.

Allocation of IT capital costs to new development is based on the cost allocation for the facilities that generate the need for IT infrastructure. As shown in **Table 28**, approximately \$1.4 million of IT capital costs are allocated to new development.

Table 28 Information Technology Capital Improvement Costs

Future Facilities	Gross Sq. Ft.	IT Capital Improvements ¹	Costs Attributable to Future Growth	
			Percent	Total
Sheriff Facilities	229,595	\$2,261,511	18.1%	\$409,333
Probation Facilities	26,000	\$256,100	18.1%	\$46,354
Library Facilities	191,098	\$1,882,315	35.0%	\$658,810
Human & Social Services Facilities	135,756	\$1,337,197	18.1%	\$242,033
General Services	26,010	\$256,199	18.1%	\$46,372
Agricultural Facilities	<u>630</u>	<u>\$6,206</u>	100.0%	<u>\$6,206</u>
Total	582,449	\$5,737,123		\$1,409,108

[1] IT cost estimates assume \$9.85/sq. ft. based on inflation-adjusted increase of costs since 2013. The per-square-foot costs calculated in the 2013 PFF Update were based on IT cost estimates of recently completed projects, per the County's CIO.

Sources: Solano County; Economic & Planning Systems, Inc.

General Government Fee Calculation

The General Government facilities impact fee is calculated in three steps. First, the fair share cost allocated to new development is further allocated to residential and nonresidential development, as shown in **Table 29**. Park improvement and election equipment costs are allocated to residential population growth only. Information Technology costs are allocated based on the allocation of the underlying facilities. The other cost components are allocated based on the relative demand for County services generated by residents and employees.

Second, the costs allocated to residential development are divided by the number of new residents. This yields a per-resident cost of about \$417. Costs allocated to nonresidential development are divided by the number of new employees, which yields a per-employee cost of about \$52 as shown in **Table 29**.

Table 29 Total General Government Facilities Cost Allocation

Item	General Government Facilities						Total Facilities
	Government Center Debt ¹	General Services	Agricultural Commissioner	Elections Equipment ²	Information Technology	County Parks ²	
Facility Costs Allocated to PFF Program	\$12,501,773	\$7,872,813	\$525,871	\$2,507,547	\$1,409,108	\$15,690,000	\$40,507,112
<u>Cost Allocation to Land Uses³</u>							
Residential Development	93%	93%	93%	100%	97%	100%	
Nonresidential Development	7%	7%	7%	0%	3%	0%	
<u>Allocated Costs by Land Use</u>							
Residential Development	\$11,626,648	\$7,321,717	\$489,060	\$2,507,547	\$1,363,090	\$15,690,000	\$38,998,062
Nonresidential Development	\$875,124	\$551,097	\$36,811	-	\$46,018	-	\$1,509,050
<u>Service Population Growth</u>							
Residents	93,458	93,458	93,458	93,458	93,458	93,458	
Employees	28,901	28,901	28,901	-	28,901	-	
Facilities Cost per Resident	\$124.41	\$78.34	\$5.23	\$26.83	\$14.59	\$167.88	\$417.28
Facilities Cost per Employee	\$30.28	\$19.07	\$1.27	-	\$1.59	-	\$52.21

[1] General Government portion of the outstanding Government Center debt.

[2] Costs for these facilities are allocated to residential development only because they primarily benefit residents; any facility usage by employees in nonresidential land uses is expected to be incidental.

[3] The cost allocations reflect each department's proportion of costs allocated to growth in the resident population and/or employees. The cost allocations for Information Technology are weighted calculations of the share of IT infrastructure improvements for all four departments that comprise the IT costs (Sheriff, Probation, Library, Health & Social Services, Corp Yard, and Agricultural.)

Sources: Solano County; Economic & Planning Systems, Inc.

Third, the cost for each type of residential unit is determined by multiplying the assumed persons per household by the per-resident cost to derive the estimated fee per unit. As shown in **Table 30**, this calculation results in a maximum impact fee of \$1,269 for single-family units, \$989 for multifamily units, \$626 for age-restricted multifamily units and second dwelling or accessory units. The per-employee cost is multiplied by the employee density for each nonresidential land use category to derive the estimated fee per 1,000 sq. ft. of building space. As shown, the estimated fees per 1,000 sq. ft. range from \$17 for nonresidential accessory agricultural structures to \$1,269 for single-family residential development.

Table 30 Estimated General Government Impact Fees

Residential Land Use	Density (See Table 9)	General Government Fee Components						Total Fee per Unit
		Gov. Center Debt	General Services	Agricultural Comm.	Elections Equip't ¹	Information Technology	County Park Facilities ¹	
<i>Cost per Resident</i>		\$124.41	\$78.34	\$5.23	\$26.83	\$14.59	\$167.88	\$417.28
<i>Cost per Employee</i>		\$30.28	\$19.07	\$1.27	-	\$1.59	-	\$52.21
Residential	Persons per Unit							
Single Family	3.04	\$378.21	\$238.15	\$15.90	\$81.56	\$44.35	\$510.36	\$1,268.53
Multifamily	2.37	\$294.85	\$185.67	\$12.40	\$63.59	\$34.58	\$397.88	\$988.95
2nd SFR Unit/Accessory Dwelling Unit (ADU)	1.50	\$186.62	\$117.51	\$7.85	\$40.25	\$21.89	\$251.82	\$625.92
Age-Restricted/Senior Multifamily	1.50	\$186.62	\$117.51	\$7.85	\$40.25	\$21.89	\$251.82	\$625.92
Nonresidential	Employees per 1,000 SF							Fee per 1,000 SF
Retail/Commercial	1.49	\$45.12	\$28.41	\$1.89	-	\$2.37	-	\$77.79
Service/Commercial	2.86	\$86.60	\$54.54	\$3.63	-	\$4.55	-	\$149.32
Office	4.00	\$121.12	\$76.28	\$5.08	-	\$6.36	-	\$208.84
Institutional/Assembly	1.43	\$43.30	\$27.27	\$1.82	-	\$2.27	-	\$74.66
Lodging	0.91	\$27.55	\$17.35	\$1.16	-	\$1.45	-	\$47.51
Industrial	1.67	\$50.57	\$31.85	\$2.12	-	\$2.66	-	\$87.19
Warehouse/Distribution	0.50	\$15.14	\$9.54	\$0.64	-	\$0.80	-	\$26.11
Agricultural Uses								
Non-residential Agricultural Accessory Structures	0.33	\$9.99	\$6.29	\$0.42	-	\$0.52	-	\$17.23

[1] No impact fees on nonresidential land uses have been calculated for election and park facilities. See footnote [2] in Table 29.

Source: Economic & Planning Systems, Inc.

VIII. TRANSPORTATION

A transportation component of the PFF is evaluated as a means to address the impact of growth on the County road system. To the extent that required improvements serve both new and existing development, or travel through Solano County, only the portion that is attributable to new development inside the region is included in the Regional Transportation Impact Fee (RTIF) program, which has been in effect since 2013.

Key Issues and Assumptions

The calculation of the traffic impact fees is based on a variety of assumptions regarding land use, growth projections, service standards, as well as facility needs and costs.

Land Use Assumptions

The impact fee calculations are based on commercial, industrial, and residential growth potential in Solano County through 2040. If the growth does not materialize as expected, the corresponding facilities will not be needed and/or impact fee revenue will not be sufficient to pay for facilities planned to accommodate growth. Consequently, the estimates of development and population should be periodically reviewed and updated.

Growth Projections and Travel Demand Model

The nexus calculations and analysis used to calculate maximum fees by land use category are based on the current version of the Solano-Napa Activity-Based Model (SNABM), the travel demand model currently maintained by the Solano Transportation Authority (STA). Fehr & Peers adjusted the land use projections contained in the SNABM to reflect the base year 2018 and build-out year 2040 assumptions described below. The new SNABM is an activity-based model that is built from the nine-county Bay Area regional model maintained by the Metropolitan Transportation Commission (MTC), and is different in many respects from the Solano-Napa trip-based model that was in place for many years and was used in the original RTIF nexus analysis. Thus, while the calculations used in this RTIF update to estimate a “fair share” cost allocation are the same as those used in the original RTIF nexus study, there will be differences in results because the underlying model that is being used to predict future traffic volumes has changed.

The regional household and employment projections shown in **Table 5** form the basis for developing growth forecasts by land use category that are used to estimate travel demand. Specifically, the 2018 through 2040 household and employment projections are used to estimate future residential, retail, and commercial/industrial development. For employment projections, approximately 390 sq. ft. per retail employee and 465 sq. ft. for all other employment categories are assumed to estimate the commercial/industrial development.⁵ **Table 31** summarizes these estimates.

⁵ See Table A-2 in the Appendix for a detailed breakdown of the employment densities by land use categories. For retail employees, EPS used an average of the employment densities of the retail/commercial and the service/commercial categories listed in Table A-2. For the non-retail

Table 31 Land Use Projections

Land Use Category	Existing (Year 2018)	Total Growth (2018 - 2040)
Residential Units¹		
Single Family	110,640	19,336
Multifamily	<u>33,904</u>	<u>13,205</u>
Subtotal	144,544	32,541
Employment (# Jobs)		
Retail	16,944	261
Non-Retail	<u>115,283</u>	<u>28,640</u>
Subtotal	132,227	28,901
Square Feet		
Retail ²	6,608,160	101,790
Non-Retail ³	<u>53,606,595</u>	<u>13,317,600</u>
Subtotal	60,214,755	13,419,390

[1] Based on population projections in Table 5 and allocation between single-family and multifamily units developed as part of the RTIF Model.

[2] Calculations assume 390 square feet per employee.

[3] Calculations assume 465 square feet per employee.

Sources: Solano County Transportation Authority (STA); Fehr & Peers

Dwelling Unit Equivalent (DUE) Calculations

This analysis relies on Dwelling Unit Equivalent (DUE) factors to compare and evaluate future development across land use categories. Specifically, DUE factors compare residential, retail, and commercial/industrial land uses to one another based on their vehicle trip generation rates in order to develop a common metric for analysis. The factors used to convert residential, commercial/industrial, and retail growth into DUEs are shown in **Table 32**, and are based on standard assumptions regarding trip generation and trip diversion.⁶

employees, EPS used an average of the employment densities for the office, institutional/assembly, lodging, industrial, and warehouse/distribution categories listed in Table A-2.

⁶ Assumptions based on data from the Institute of Transportation Engineers (ITE) Trip Generation Manual (10th Edition), and the SANDAG Brief Guide of Vehicular Traffic Generation Rates (2002).

Table 32 Dwelling Unit Equivalent Assumptions

Fee Category	Unit Type	Peak Hour Trip Rate [1] <i>a</i>	Pass-through Trip Allowance [2] <i>b</i>	DUE Calculation $c = a * b$
Residential				
Single Family	/ Unit	1.00	100%	1.00
Multifamily	/ Unit	0.56	100%	0.56
2nd SFR Unit/Accessory Dwelling Unit (ADU)	/ Unit	0.48	100%	0.48
Age-Restricted/Senior Multifamily	/ Unit	0.26	100%	0.26
Nonresidential				
Retail/Commercial	/ 1,000 Sq. Ft.	3.81	50%	1.91
Service/Commercial	/ 1,000 Sq. Ft.	7.80	51%	3.98
Office	/ 1,000 Sq. Ft.	1.15	77%	0.89
Institutional/Assembly	/ 1,000 Sq. Ft.	0.49	64%	0.31
Lodging	/ Room	0.61	58%	0.35
Industrial	/ 1,000 Sq. Ft.	0.63	85%	0.54
Warehouse/Distribution	/ 1,000 Sq. Ft.	0.19	85%	0.16
Agricultural Uses				
Non-residential Agricultural Accessory Structures	/ 1,000 Sq. Ft.	0.19	80%	0.15

[1] Reflects average number of trips at peak hour of day for the unit type indicated based on data from the Institute of Transportation Engineers (ITE).

[2] Discount to peak trip rate to account for pass-through or loaded trips.

Sources: Fehr & Peers; and Economic & Planning Systems, Inc.

The DUE factors are then used to calculate total DUE growth by land use and jurisdiction. Specifically, the land use growth forecasts presented in **Table 31** are multiplied by the DUE factors in **Table 32** to derive total DUE growth (employment estimates are converted to building sq. ft. based on employment density assumptions). The results of these calculations are presented in **Table 33**. It should be noted that the SNABM model land use projections do not include the same level of detail as the Fee and DUE categories shown in **Table 32** (e.g., the SNABM model does not specify the number of hotel rooms, riding arenas or barns that will be developed in the County through 2040). Consequently, the conversion from land use growth (e.g., residential units and commercial square feet) to DUE growth aggregates certain land use categories. Overall these calculations result in a 20 percent increase in DUEs countywide between 2018 through 2040.

Table 33 Growth Converted into DUEs (2018 – 2040)

Category / Jurisdiction	Single Family	Multifamily	Retail Employment		Non-Retail Employment		Total DUEs
Land Use Growth	<u>Units</u>	<u>Units</u>	<u>Jobs</u>	<u>Sq. Ft. [1]</u>	<u>Jobs</u>	<u>Sq. Ft. [2]</u>	
Benicia	932	836	9	3,510	2,488	1,156,920	-
Dixon	337	112	(71)	(27,690)	477	221,805	-
Fairfield	6,026	7,780	55	21,450	9,203	4,279,395	-
Rio Vista	611	275	85	33,150	225	104,625	-
Suisun City	645	726	32	12,480	678	315,270	-
Vacaville	5,491	1,653	180	70,200	8,439	3,924,135	-
Vallejo	4,904	1,804	36	14,040	7,288	3,388,920	-
Unincorporated	390	19	(65)	(25,350)	(158)	(73,470)	-
Total	19,336	13,205	261	101,790	28,640	13,317,600	
DUE Conversion Factor (see Table 32)	1.00 Per Unit	0.56 Per Unit	1.91 Per KSF		0.60 Per KSF		
DUE Growth [3]							
Benicia	932	468		7		694	2,100
Dixon	337	63		(53)		133	480
Fairfield	6,026	4,357		41		2,566	12,989
Rio Vista	611	154		63		63	891
Suisun City	645	407		24		189	1,264
Vacaville	5,491	926		134		2,353	8,903
Vallejo	4,904	1,010		27		2,032	7,973
Unincorporated	390	11		(48)		(44)	308
Total	19,336	7,395		194		7,985	34,909
Existing DUEs	110,640	18,986		12,589		32,140	174,355
% Growth	17%	39%		2%		25%	20%

[1] Square feet estimates assume an average of 390 square feet per employee.

[2] Square feet estimates assume an average of 465 square feet per employee.

[3] For residential uses, DUE calculation involves multiplying number of units in the top part of the table by the DUE conversion factor per unit. For employment uses, DUE calculation involves dividing the sq. ft. by 1,000 and multiplying the result by the DUE factor per KSF (KSF = 1,000 sq. ft.).

Source: Fehr & Peers

Calculation of Maximum Allowable RTIF Per DUE

Since the RTIF is a regional fee program, it is also important to identify the proportion of traffic on each facility that is regional in nature. For the purposes of this analysis, trips have been divided into regional and non-regional types. Regional trips are those trips that cross at least one jurisdictional boundary (e.g., trips that travel between two different jurisdictions in the County, or that have one end inside the County and one end outside the County). Non-regional trips would be all other types of trips, including those that pass through the County without stopping,

or those trips that remain entirely within a single jurisdiction.⁷ The RTIF calculations are based on growth in regional trips only.

Table 34 lists each of the RTIF projects and shows the percentage of the new traffic on the facility (i.e., the traffic resulting from new growth in Solano County) that falls within the category of regional trips, as described above. This update to the RTIF will maintain the original 11 capital improvement projects that were approved by the STA Board on May 8, 2013. In order to account for rising construction costs since 2013, STA updated these projects' costs for 2018. Nine of these projects were individual capital improvements and the remaining two were general categories for a) County Road Projects, and b) Express Bus Transit Centers and Train Stations. In addition to these 11 existing outstanding projects, the STA would like to add two projects for inclusion in this RTIF update. To meet the requirements of AB 1600, the transportation facilities included in the RTIF project list are needed in whole or in part to accommodate the impacts of growth in the County.

The primary result is the percentage of new trips projected to use each facility that are regional. The percentage of new regional traffic on each facility is then used as the percentage of that facility's improvement cost that will be considered eligible for inclusion in the RTIF program. It is not intended for these results to be used to determine the appropriate size or configuration for any particular facility, nor to directly support any project-specific planning activities.

Items #10 and #11 for County Road Projects and Transit Center Stations are the two categories that do not lend themselves to being directly modeled using the RTIF model, thus making it difficult to calculate the usage of these projects by travelers generated by new growth. However, it is reasonable to include these facilities in a regional fee program, since by their nature they serve regional travel between jurisdictions in Solano County or between Solano County and neighboring counties. Therefore, it is instead proposed that the proportion of these two projects' costs considered eligible for RTIF funding be calculated as the proportion of the total future population and employment in the County that is contributed by new development, i.e., 18% as calculated in **Table 7**.

The maximum fee calculation is based on the net RTIF capital project costs attributable to new growth throughout the County divided by the projected number of new housing units, retail and commercial square feet developed in the Solano County from 2018 through 2040. Specifically, the capital project costs are divided by the total DUE growth by land use, calculated in **Table 34**, to obtain total cost per DUE, resulting in a maximum fee calculation of \$10,997 per DUE.

⁷ Note that local jurisdictions may be using different definitions of "regional" and "non-regional" trips in their local fee programs than the definitions used for the purposes of this RTIF analysis.

Table 34 Maximum Allowable RTIF Per DUE

RTIF Project ¹	Total RTIF Project Cost a	RTIF Cost Allocation ² b	RTIF Costs c = a * b	Maximum Fee Per DUE d = c / 34,909
#1 Jepson Parkway	\$246,288,159	77.2%	\$190,134,500	
#2 Peabody Road	\$5,845,000	78.5%	\$4,588,300	
#3 SR 12/Pennsylvania Ave	\$58,450,000	58.4%	\$34,134,800	
#4 SR 12/Church Road	\$10,394,735	79.3%	\$8,243,000	
#5 SR 37/Redwood Parkway/ Fairgrounds Drive	\$77,633,290	58.4%	\$45,337,800	
#6 Industrial Park Access Improvements	\$23,587,467	81.6%	\$19,247,400	
#7 Columbus Parkway Improvements	\$1,196,145	98.7%	\$1,180,600	
#8 North Connector West	\$46,124,646	83.1%	\$38,329,600	
#9 SR 113 Improvements	\$5,231,852	94.5%	\$4,944,100	
#10 County Road Projects	\$14,536,727	18.0%	\$2,616,600	
#11 Express Bus Transit Centers and Train Stations	\$14,536,727	18.0%	\$2,616,600	
#12 Railroad Extension	\$8,361,650	39.9%	\$3,336,300	
#13 New Canon Road	\$36,333,000	80.3%	\$29,175,400	
	-----	-----	-----	
Total / Weighted Avg.	\$548,519,398	70.0%	\$383,885,000	\$10,997

[1] Cost allocation for Projects #10 and #11 assumed to equal 18% of total project costs, or the percent increase in County DUEs from 2018 - 2040.

[2] The percentage of new traffic generated by each RTIF Project (based on the SNABM Travel Demand Model maintained by the STA) is the share of each project's total cost that will be allocated to the RTIF.

Sources: Solano County Transit Authority (STA); Fehr & Peers.

Regional Transportation Impact Fee (Part A)

On October 24, 2006, the Board approved a loan from the General Fund of an amount up to \$3 million to fund regional transportation projects with the goal of repaying the loan, plus an interest rate equal to the rate earned by the County's Treasury, plus ½ percent from the PFF to be established for several regional transportation projects needed due to new development specifically Vanden Road segment of the Jepson Parkway and North Connector (now known as Suisun Parkway in the unincorporated area). The loan was granted under the premise that the balance plus interest would be repaid by a proposed new PFF transportation component which would be charged to new development throughout the County for transportation projects. The current balance of that General Fund loan for projects attributable to new growth is approximately \$1 million.

The first part, Part A, of the proposed transportation component of the PFF is designed to generate fair-share funding from new development to recover County debt service obligations on the two regional transportation projects discussed above. The costs for these facilities to be included in the PFF are based on outstanding debt obligations that were allocated to the PFF program, which total \$1,047,212 as shown in **Table 35**. The table also shows the estimated cost per dwelling unit equivalent (DUE) of \$30.00 which is the basis for estimating fee levels for all other land uses. The fee levels for other land use categories are based on their DUE factors relative to a single-family unit. **Table 36** shows the estimated fee amounts for all land uses.

Table 35 PFF Transportation Facilities Costs (Part A)

Facility/Cost Item	Amount
Outstanding Balance as of Dec. 2018	\$880,695
Interest Accrued to Date	<u>\$166,517</u>
Total PFF Costs	\$1,047,212
Cost Allocation to PFF ¹	100%
DUE Growth ²	34,909
Total Fee per DUE	\$30.00

[1] County has identified this amount as 100% attributable to new growth.

[2] See Table 33.

Sources: Solano County; Fehr & Peers; Economic & Planning Systems.

Table 36 PFF Transportation Impact Fee (Part A)

Fee Category	DUE Factor	Maximum Fee per Unit	Rounded Fee per Unit
= DUE * \$30.00			
Residential		<u>Per Unit</u>	
Single Family	1.00	\$30.00	\$30
Multifamily	0.56	\$16.80	\$17
2nd SFR Unit/Accessory Dwelling Unit (ADU)	0.48	\$14.40	\$14
Age-Restricted/Senior Multifamily	0.26	\$7.80	\$8
Non-residential		<u>Per 1,000 Building Square Feet</u>	
Retail/Commercial	1.91	\$57.15	\$57
Service/Commercial	3.98	\$119.33	\$119
Office	0.89	\$26.56	\$27
Institutional/Assembly	0.31	\$9.41	\$9
Lodging	0.35	\$10.61	\$11
Industrial	0.54	\$16.06	\$16
Warehouse/Distribution	0.16	\$4.84	\$5
Agricultural Uses			
Non-residential Agricultural Accessory Structures	0.15	\$4.56	\$5

Sources: Fehr and Peers; and Economic & Planning Systems.

Regional Transportation Impact Fee (Part B)

The second part (Part B) of the RTIF was initially prepared by the STA in coordination with the seven incorporated cities and the County to identify the priority projects that would be included in the regional fee program that will be impacted by regional growth throughout the County. The RTIF Priority Project list used to develop the RTIF is provided in **Table 34**. As shown, there are 13 separate proposed projects with an estimated total updated capital cost of about \$548.5 million. The cost estimates for the 11 projects from the existing RTIF have been increased to account for rising costs; the two new projects have current 2018 cost estimates. These cost estimates are intended for planning purposes, and will be further refined over time as individual capital improvement projects are designed. As with the estimates of growth, the cost estimates should be periodically reviewed and updated.

It is currently estimated that the maximum allowable fee for the RTIF will be approximately \$10,997 per DUE, which is equivalent to a single-family unit. **Table 37** shows the estimated maximum allowable fees for residential and nonresidential land uses.

Table 37 Maximum Allowable RTIF (Part B)

Fee Category	Peak Hour Trip Rate [1]	Pass-through Trip Allowance [2]	DUE Factor	Maximum Fee per Unit
	a	b	c = a * b	= c * \$10,997
Residential				
Single Family	1.00	100%	1.00	\$10,997
Multifamily	0.56	100%	0.56	\$6,158
2nd SFR Unit/Accessory Dwelling Unit (ADU)	0.48	100%	0.48	\$5,279
Age-Restricted/Senior Multifamily	0.26	100%	0.26	\$2,859
Non-residential		<i>Per 1,000 Building Square Feet</i>		
Retail/Commercial	3.81	50%	1.91	\$20,949
Service/Commercial	7.80	51%	3.98	\$43,746
Office	1.15	77%	0.89	\$9,738
Institutional/Assembly	0.49	64%	0.31	\$3,449
Lodging	0.61	58%	0.35	\$3,891
Industrial	0.63	85%	0.54	\$5,889
Warehouse/Distribution	0.19	85%	0.16	\$1,776
Agricultural Uses				
Non-residential Agricultural Accessory Structures	0.19	80%	0.15	\$1,672

[1] Reflects average number of trips at peak hour of day for the unit type indicated based on data from the Institute of Transportation Engineers (ITE).

[2] Discount to peak trip rate to account for pass-through or loaded trips.

Sources: Fehr and Peers; and Economic & Planning Systems.

Total PFF Transportation Costs

Parts A and B of the transportation component of the PFF have total PFF eligible costs of \$385 million as illustrated in **Table 38**.

Table 38 Total PFF Transportation Costs

Item Description	Projected DUE Growth ¹ <i>a</i>	Max. RTIF per DUE ² <i>b</i>	Eligible Costs/ Revenues based on Max. Fee ³ <i>c = a * b</i>
PFF Transportation Costs, Part A (See Table 35)	34,910		\$1,047,212
PFF Transportation Revenues/Costs Part B (RTIF)			
Residential	26,731	\$10,997	\$293,960,807
Single Family	19,336		
Multifamily	7,395		
Nonresidential	8,179	\$10,997	\$89,944,463
Retail ⁴	194		
Non-Retail ⁵	7,985		
Subtotal Transportation, Part B	34,910		\$383,905,270
Total PFF Transportation Costs (Part A and B)			\$384,952,482

[1] See Table 33.

[2] See Table 34.

[3] See Table 34 for RTIF eligible project costs by transportation project.

[4] The maximum RTIF per retail DUE is an average of the maximum fee per unit for retail/commercial and service/commercial, as detailed on Table 37.

[5] The maximum RTIF per non-retail DUE is an average of the maximum fees per unit for office, institutional/assembly, industrial, warehouse/distribution, and non-residential agricultural accessory structures, as detailed on Table 37.

Sources: Solano County; Fehr & Peers; and Economic & Planning Systems.

Total Regional Transportation Impact Fee

Table 39 summarizes the total countywide regional transportation fee which combines recommended fees in Parts A and B.

Table 39 Total Recommended Transportation Impact Fee

Fee Category	Peak Hour Trip Rate ¹	% New Trips ²	DUE Factor	Maximum Regional Transportation Fees		Total Maximum Fee
				Part A	Part B	
<hr/>						
Residential					<i>Per Unit</i>	
Single Family	1.00	100%	1.00	\$30	\$10,997	\$11,027
Multifamily	0.56	100%	0.56	\$17	\$6,158	\$6,175
2nd SFR Unit/Accessory Dwelling Unit (ADU)	0.48	100%	0.48	\$14	\$5,279	\$5,293
Age-Restricted/Senior Multifamily	0.26	100%	0.26	\$8	\$2,859	\$2,867
Non-residential					<i>Per 1,000 Building Square Feet</i>	
Retail/Commercial	3.81	50%	1.91	\$57	\$20,949	\$21,006
Service/Commercial	7.80	51%	3.98	\$119	\$43,746	\$43,865
Office	1.15	64%	0.74	\$27	\$9,738	\$9,765
Institutional/Assembly	0.49	77%	0.38	\$9	\$3,449	\$3,458
Lodging	0.61	58%	0.35	\$11	\$3,891	\$3,902
Industrial	0.63	85%	0.54	\$16	\$5,889	\$5,905
Warehouse/Distribution	0.19	85%	0.16	\$5	\$1,776	\$1,781
Agricultural Uses						
Non-residential Agricultural Accessory Structures	0.19	80%	0.15	\$5	\$1,672	\$1,677

[1] Reflects average number of trips at peak hour of day for the unit type indicated based on data from the Institute of Transportation Engineers (ITE).

[2] Discount to peak trip rate to account for pass-through and loaded trips.

Sources: Fehr and Peers; and Economic & Planning Systems.

IX. ADMINISTRATION

The Administration portion of the PFF covers the cost associated with implementing the PFF program on an annual basis. While an administrative fee is not an AB 1600 impact fee, AB1600 allows for the collection of a surcharge to building permits to recover the costs related to on-going program implementation. Such costs generally include, but are not limited to, collecting, and applying the fee revenues (including coordination with local jurisdictions), overseeing and updating the fee program, complying with annual reporting requirements (as described in **Chapter I**).

An administrative fee equal to 0.75 percent of the subtotal fee level for all the departments has been included in the PFF program. As shown in **Table 40**, this administrative charge increases the total residential fee amounts by about \$47 to \$134 per unit inside the County Library System and by about \$82 to \$244 outside the County Library System. For nonresidential land use categories, the administrative charge increases the fee amounts by about \$13 to \$333 per 1,000 sq. ft. Overall, the administrative component could generate nearly \$4.5 million over 20 years, as shown in **Table 4**, or approximately \$225,000 per year to cover administrative costs.

Table 40 Total PFF, including Administrative Charge

Land Use	Subtotal PFF		PFF Admin. Charge		Total PFF ¹	
	Cities in Co. Library Sys./ Unincorp. Co.	Outside Co. Library System ²	Inside Co. Library System	Outside Co. Library System ²	Cities in Co. Library Sys./ Unincorp. Co.	Outside Co. Library System ²
	a	b	c = a * 0.75%	d = b * 0.75%	e = a + c	f = b + d
Residential			<i>Fee Amount per Unit</i>			
Single Family	\$17,929	\$16,257	\$134	\$244	\$18,063	\$16,500
Multifamily	\$11,556	\$10,252	\$87	\$154	\$11,642	\$10,406
2nd SFR Unit/Accessory Dwelling Unit ³	\$8,699	\$7,874	\$65	\$118	\$8,764	\$7,992
Age-Restricted/Senior Multifamily	\$6,272	\$5,447	\$47	\$82	\$6,319	\$5,529
Nonresidential			<i>Fee Amount per 1,000 Square Feet</i>			
Retail/ Commercial	\$21,280	\$21,280	\$160	\$319	\$21,439	\$21,599
Service Commercial	\$44,390	\$44,390	\$333	\$666	\$44,723	\$45,056
Institutional/Assembly	\$10,499	\$10,499	\$79	\$157	\$10,578	\$10,656
Office	\$3,721	\$3,721	\$28	\$56	\$3,749	\$3,777
Lodging	\$4,069	\$4,069	\$31	\$61	\$4,099	\$4,130
Industrial	\$6,212	\$6,212	\$47	\$93	\$6,258	\$6,305
Warehouse/Distribution	\$1,873	\$1,873	\$14	\$28	\$1,887	\$1,901
Agricultural Uses						
Non-residential Agricultural Accessory Structures	\$1,737	\$1,737	\$13	\$26	\$1,750	\$1,763

[1] Some total fee amounts may not add up precisely because of rounding.

[2] Excludes City of Benicia and Dixon Public Library District; development in these areas is exempt from the Library fee component of the PFF.

Source: Economic & Planning Systems, Inc.

APPENDIX A:

Detailed Fee Estimates and Land Use Density Assumptions



Table A-1
Detailed Fee Estimates By Land Use and Public Facility Category
Solano County PFF Updated Nexus Study; EPS# 181056

Land Use	Public Protection Facilities						Health & Social Services	Library	General Government Facilities						Transportation		Subtotal Fee	Admin. Charge at 0.75%	Total Fee
	Sheriff	Probation	Animal Care	District Attorney	Courts	Govt. Center Debt			Govt. Center Debt	General Services	Agriculture Commissioner	Registrar of Voters	Information Technology	County Parks	Part A	Part B			
a = a * 0.75%																			
Residential																			
Single Family	\$1,012.68	\$76.00	\$18.27	\$107.49	\$147.26	\$297.16	\$2,302.12	\$1,672.43	\$378.21	\$238.15	\$15.90	\$81.56	\$44.35	\$510.36	\$30.00	\$10,997.00	\$17,928.94	\$134.47	\$18,063
Multifamily	\$789.49	\$59.25	\$14.24	\$83.80	\$114.80	\$231.67	\$1,794.74	\$1,303.84	\$294.85	\$185.67	\$12.40	\$63.59	\$34.58	\$397.88	\$16.80	\$6,158.00	\$11,555.60	\$86.67	\$11,642
2nd SFR Unit/Accessory Dwelling Unit (ADU)	\$499.68	\$37.50	\$9.02	\$53.04	\$72.66	\$146.63	\$1,135.91	\$825.21	\$186.62	\$117.51	\$7.85	\$40.25	\$21.89	\$251.82	\$14.40	\$5,279.00	\$8,698.99	\$65.24	\$8,764
Age-Restricted/Senior Multifamily	\$499.68	\$37.50	\$9.02	\$53.04	\$72.66	\$146.63	\$1,135.91	\$825.21	\$186.62	\$117.51	\$7.85	\$40.25	\$21.89	\$251.82	\$7.80	\$2,859.00	\$6,272.40	\$47.04	\$6,319
Nonresidential																			
	Fee Amount per 1,000 Building Square Feet																		
Retail/Commercial	\$120.81	\$9.06	-	\$12.83	\$17.57	\$35.45	-	-	\$45.12	\$28.41	\$1.89	-	\$2.37	-	\$57.15	\$20,949.00	\$21,279.66	\$159.60	\$21,439
Service/Commercial	\$231.89	\$17.39	-	\$24.62	\$33.72	\$68.04	-	-	\$86.60	\$54.54	\$3.63	-	\$4.55	-	\$119.33	\$43,746.00	\$44,390.31	\$332.93	\$44,723
Office	\$324.32	\$24.32	-	\$34.44	\$47.16	\$95.16	-	-	\$121.12	\$76.28	\$5.08	-	\$6.36	-	\$26.56	\$9,738.00	\$10,498.80	\$78.74	\$10,578
Institutional/Assembly	\$115.94	\$8.69	-	\$12.31	\$16.86	\$34.02	-	-	\$43.30	\$27.27	\$1.82	-	\$2.27	-	\$9.41	\$3,449.00	\$3,720.89	\$27.91	\$3,749
Lodging	\$73.78	\$5.53	-	\$7.84	\$10.73	\$21.65	-	-	\$27.55	\$17.35	\$1.16	-	\$1.45	-	\$10.61	\$3,891.00	\$4,068.65	\$30.51	\$4,099
Industrial	\$135.40	\$10.15	-	\$14.38	\$19.69	\$39.73	-	-	\$50.57	\$31.85	\$2.12	-	\$2.66	-	\$16.06	\$5,889.00	\$6,211.61	\$46.59	\$6,258
Warehouse/Distribution	\$40.54	\$3.04	-	\$4.31	\$5.90	\$11.90	-	-	\$15.14	\$9.54	\$0.64	-	\$0.80	-	\$4.84	\$1,776.00	\$1,872.65	\$14.04	\$1,887
Agricultural Uses																			
Non-residential Agricultural Accessory Structures	\$26.76	\$2.01	\$0.00	\$2.84	\$3.89	\$7.85	-	-	\$9.99	\$6.29	\$0.42	-	\$0.52	-	\$4.56	\$1,672.00	\$1,737.13	\$13.03	\$1,750

Source: Economic & Planning Systems, Inc.

Table A-2
Employment Densities
Solano County PFF Updated Nexus Study; EPS# 181056

Data Source/ Specific Uses	Nonresidential							Non-residential
	Retail/ Commercial	Service/ Commercial	Office	Institutional/ Assembly	Lodging	Industrial	Warehouse/ Distribution	Agricultural Accessory Structures
U.S. Green Building Council ¹								
General Light Industrial	-	-	-	-	-	463	-	-
Heavy Industrial	-	-	-	-	-	549	-	-
Industrial Park	-	-	-	-	-	500	-	-
Manufacturing	-	-	-	-	-	535	-	-
Warehousing	-	-	-	-	-	-	781	-
Warehousing	-	-	-	-	-	-	2,114	-
Elementary School	-	-	-	1,250	-	-	-	-
Elementary School	-	-	-	1,131	-	-	-	-
Hospital	-	-	-	372	-	-	-	-
Hospital	-	-	-	486	-	-	-	-
General Office - Suburbs	-	-	304	-	-	-	-	-
Corporate HQ - Suburbs	-	-	260	-	-	-	-	-
Single Tenant Office	-	-	295	-	-	-	-	-
Medical-Dental Building	-	-	207	-	-	-	-	-
Office Park	-	-	278	-	-	-	-	-
Research & Development Center	-	-	-	-	-	405	-	-
Business Park	-	-	332	-	-	-	-	-
Business Park	-	-	249	-	-	-	-	-
Building Material - Lumber Store	806	-	-	-	-	-	-	-
Specialty Retail Store	549	-	-	-	-	-	-	-
Discount Store	654	-	-	-	-	-	-	-
Hardware Store	1,042	-	-	-	-	-	-	-
Nursery-Garden Center	529	-	-	-	-	-	-	-
Quality Restaurant (Sit Down)	-	134	-	-	-	-	-	-
High Turnover (Sit Down)	-	100	-	-	-	-	-	-
Fast Food w/o drive-thru	-	70	-	-	-	-	-	-
Fast Food w/ drive-thru	-	92	-	-	-	-	-	-

Table A-2
Employment Densities
Solano County PFF Updated Nexus Study; EPS# 181056

Data Source/ Specific Uses	Nonresidential							Non-residential
	Retail/ Commercial	Service/ Commercial	Office	Institutional/ Assembly	Lodging	Industrial	Warehouse/ Distribution	Agricultural Accessory Structures
Grocery	938	-	-	-	-	-	-	-
Lodging	-	-	-	-	1,124	-	-	-
Lodging	-	-	-	-	917	-	-	-
Bank	-	317	-	-	-	-	-	-
Office under 100,000 sq.ft.	-	-	228	-	-	-	-	-
Office over 100,000 sq.ft.	-	-	221	-	-	-	-	-
Neighborhood Retail	588	-	-	-	-	-	-	-
Community Retail	383	-	-	-	-	-	-	-
SCAG Employment Density Study²								
Regional Retail	857	-	-	-	-	-	-	-
Other Retail/Services	-	344	-	-	-	-	-	-
Low-Rise Office	-	-	288	-	-	-	-	-
High-Rise Office	-	-	311	-	-	-	-	-
Hotel/Motel	-	-	-	-	1,152	-	-	-
R&D/Flex Space	-	-	-	-	-	344	-	-
Light Manufacturing	-	-	-	-	-	439	-	-
Heavy Manufacturing	-	-	-	-	-	-	-	-
Warehouse	-	-	-	-	-	-	814	-
Government Offices	-	-	261	-	-	-	-	-
Portland Metro Employment Density Study (by Industry Group)³								
Food & Kindred Products	-	-	-	-	-	630	-	-
Textile & Apparel	-	-	-	-	-	930	-	-
Lumber & Wood	-	-	-	-	-	640	-	-
Furniture; Clay, Stone & Glass; Misc.	-	-	-	-	-	760	-	-
Paper & Allied	-	-	-	-	-	1,600	-	-
Printing, Publishing & Allied	-	-	-	-	-	450	-	-
Chemicals, Petroleum, Rubber, Leather	-	-	-	-	-	420	-	-
Primary & Fabricated Metals	-	-	-	-	-	300	-	-
Machinery Equipment	-	-	-	-	-	400	-	-
Electrical Machinery, Equipment	-	-	-	-	-	700	-	-
Transportation Equipment	-	-	-	-	-	700	-	-

Table A-2
Employment Densities
Solano County PFF Updated Nexus Study; EPS# 181056

Data Source/ Specific Uses	Nonresidential							Non-residential
	Retail/ Commercial	Service/ Commercial	Office	Institutional/ Assembly	Lodging	Industrial	Warehouse/ Distribution	Agricultural Accessory Structures
Transportation and Warehousing	-						3,290	-
TCPU – Communications and Public Utilities	-	460						-
Wholesale Trade	-	-	-	-	-	-	1,390	-
Retail Trade	470	-	-	-	-	-	-	-
Finance, Insurance, & Real Estate	-	-	370	-	-	-	-	-
Non-Health Services	-	770			-	-	-	-
Health Services	-	-	-	350	-	-	-	-
Educational, Social, Membership Services	-	-	-	740	-	-	-	-
Employment Density in the Puget Sound Region³								
Agriculture	-	-	-	-	-	-	-	3,023
Warehousing	-	-	-	-	-	-	1,086	-
School	-	-	-	766	-	-	-	-
Industrial	-	-	-	-	-	696	-	-
Commercial	-	-	-	323	-	-	-	-
Hospital/Convalescent Center	-	-	-	-	-	-	-	-
Office	-	-	292	-	-	-	-	-
GSA Workspace Utilization Study (2011)⁴								
Government Offices (Fed.)	-	-	218	-	-	-	-	-
Private Sector Offices	-	-	230	-	-	-	-	-
GSA's Headquarters (2013)	-	-	92	-	-	-	-	-
City of Davis Fiscal Model⁵								
Retail	500	-	-	-	-	-	-	-
Office	-	-	300	-	-	-	-	-
Senior Care Facility	-	-	-	750	-	-	-	-
Daycare	-	-	-	750	-	-	-	-
Church	-	-	-	1,000	-	-	-	-
Restaurant	-	500	-	-	-	-	-	-
Athletic Club	-	750	-	-	-	-	-	-

Table A-2
Employment Densities
Solano County PFF Updated Nexus Study; EPS# 181056

Data Source/ Specific Uses	Nonresidential							Non-residential
	Retail/ Commercial	Service/ Commercial	Office	Institutional/ Assembly	Lodging	Industrial	Warehouse/ Distribution	Agricultural Accessory Structures
Los Angeles Times article (12/15/2010)	-	-	200	-	-	-	-	-
Area Development Magazine ⁶	-	-	200	-	-	-	-	-
Graebel.com ⁷	-	-	161	-	-	-	-	-
Movie Theater (EPS analysis)	-	-	-	452	-	-	-	-
Maximum	1,042	770	370	1,250	1,152	1,600	3,290	3,023
Minimum	383	70	92	323	917	300	781	3,023
Average	665	354	252	698	1,064	603	1,579	3,023
Average Sq. Ft. per worker (Rounded)	670	350	250	700	1,100	600	2,000	3,000

[1] From the USGBC website. Data based on various sources including, Institute of Transportation Engineers, U.S. Department of Energy; and SANDAG. URL: <http://www.usgbc.org/showfile.aspx?documentid=4111>, Accessed 2/7/2013.

[2] From The Natelson Company (2001), "Employment Density Study," Data based on a survey of 5-counties in Southern California. URL: http://www.scag.ca.gov/forecast/downloads/employ_den.pdf, accessed 2/7/2013.

[3] From Pflum (2004), "Employment Density in the Puget Sound Region" University of Washington. URL: http://evans.uw.edu/sites/default/files/files/Pflum_2004.pdf, accessed 2/7/2013.

[4] From U.S. General Services Administration (2011), "Workspace Utilization and Allocation Benchmark," URL: http://www.gsa.gov/graphics/ogp/Workspace_Utilization_Benchmark_July_2012.pdf, accessed 2/7/2013.

[5] From City of Davis fiscal model assumptions. URL: http://city-council.cityofdavis.org/Media/Default/Documents/PDF/Finance/Commission%20Agenda%20-%20December%202012/Item_9b_Fiscal%20Model%20Sample.pdf, accessed 2/7/2013.

[6] From URL: <http://www.areadevelopment.com/siteSelection/Winter2012/key-trends-corporate-RE-planning-27766222.shtml>, accessed 2/7/2013.

[7] From URL: http://www.graebel.com/NR/ronlyres/5862DDA9-49FE-43BD-8ACF-8A9D67011679/108/GRA13661_FootprintRedWhitePaper_FINALHR.PDF, accessed 2/7/2013.

Source: Economic & Planning Systems, Inc.



Solano Transportation Authority

... working for you!

SOLANO TRANSPORTATION AUTHORITY

Member Agencies:

Benicia ♦ Dixon ♦ Fairfield ♦ Rio Vista ♦ Suisun City ♦ Vacaville ♦ Vallejo ♦ Solano County

One Harbor Center, Ste. 130, Suisun City, CA 94585-2473 ♦ Phone (707) 424-6075 / Fax (707) 424-6074
Email: info@sta.ca.gov ♦ Website: sta.ca.gov

July 15, 2019

Page 1 of 3

Erin Hannigan, Chair
Solano County Board of Supervisors
675 Texas Street, 6th Floor
Fairfield, CA 94534

RE: STA Board Support for the Solano County Board of Supervisors to Extend the Solano County Public Facility Fee (PFF) with an Increase to the Regional Transportation Impact Fee (RTIF) as Part of the County's PFF Update

Dear Chair Hannigan:

I am writing on behalf of the Solano Transportation Authority's Board of Directors to convey our support for the Solano County Board of Supervisors to extend the Solano County Public Facility Fee (PFF) that includes the Regional Transportation Impact Fee (RTIF) as part of the list of facilities to be addressed as part of the County of Solano's update of its County Facility Fee Program. On July 10, 2019, the Solano Transportation Authority's Board of Directors unanimously took the following actions:

1. Support the extension of the Solano County's PFF that includes the RTIF administered by the STA on behalf of the seven cities and the County.
2. Support the proposed increase of the RTIF component from \$1,500 per dwelling unit equivalent to \$2,500 per dwelling unit equivalent.

At a pre-meeting of the STA Board Members held on July 10th with invited representatives from the Solano City Managers, city Public Works Directors, County staff and STA staff to discuss the extension of the PFF and the RTIF, it was proposed that the Solano Mayors Conference also consider whether to recommend to the Solano County Board of Supervisors indexing the RTIF component of the PFF to account for future potential increases to construction costs. The Solano Mayors Conference is scheduled to consider this topic as their next meeting scheduled for September 18, 2019, and they will be forward their recommendation directly to the Board of Supervisors.

As you aware, STA is continuing its efforts to obtain federal, state, and regional transportation funds in an environment of growing competition for grants making it more difficult to both initiate and fully fund our priority transportation projects. Without a dedicated local funding for transportation, like the other eight Bay Area counties, Solano County remains reliant upon federal, state and regional funds to fund and construct critical regional and local infrastructure projects. The RTIF component of the PFF, since its adoption by the Solano County Board of Supervisors in 2013, has provided critically needed local transportation funds to support the initiation, continuation and completion of six transportation projects.

STA Ltr. Solano County BOS Chair Erin Hannigan dated July 15, 2019
RE: STA Board Support for the Solano County Board of Supervisors to Extend the Solano
County Public Facility Fee (PFF) with an Increase to the Regional Transportation Impact Fee
(RTIF) as Part of the County's PFF Update

Transportation projects funded by the RTIF are as follows:

1. Benicia Bus Hub – Finished the funding for the construction for the project which now serves the Solano Express Blue Line.
2. Green Valley Overpass and Interchange – helped fully fund construction of the project.
3. Jepson Parkway – Funded construction of one segment completed in Vacaville and another segment under construction in Fairfield.
4. Midway Road - Funded safety improvements.
5. State Route (SR) 12/Church Rd. – Funded the environmental document with the project's design and construction to be undertaken by Caltrans as part of larger SR 12 project.
6. SR 37/Fairgrounds Interchange – Helped fully fund the design and construction of SolanoExpress Capital Improvements for the Red Line which opened July 1, 2019.

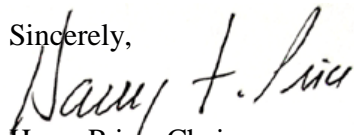
The \$6 million in RTIF funds received to date as part of the County's PFF has leveraged \$39 million in other regional, state and federal transportation funds.

STA continues to work with the public works and transportation staff from the County and the seven cities to ensure the RTIF funds are invested in priority transportation projects that are eligible based on the nexus study recently updated by the County's PFF consultant. This year, all seven RTIF working groups have updated their projects to be funded by the extension of the PFF and RTIF.

The STA looks forward to continuing to work with the Solano County Board of Supervisors and the seven cities in the development of funding and project delivery plans and completion of a number of these proposed projects to be funded with the RTIF. Attached for your information is a copy of the STA's most recent RTIF presentation, RTIF annual report, and the current status of RTIF funding.

If you have any questions regarding the specifics of this recommendation or the RTIF program, please contact STA's Executive Director, Daryl K. Halls at (707) 424-6075.

Sincerely,



Harry Price, Chair
Solano Transportation Authority
Mayor, City of Fairfield

Cc: Solano County Board of Supervisors
STA Board Members
Birgitta Corsello, CEO, County of Solano
Lori Tinfow, City Manager, City of Benicia
Jim Lindley, City Manager, City of Dixon
Sean Quinn, Interim City Manager, City of Fairfield
Robert Hickey, City Manager, City of Rio Vista
Greg Folsom, City Manager, City of Suisun City
Jeremy Craig, City Manager, City of Vacaville
Greg Nyhoff, City Manager, City of Vallejo

STA Ltr. Solano County BOS Chair Erin Hannigan dated July 15, 2019

RE: STA Board Support for the Solano County Board of Supervisors to Extend the Solano County Public Facility Fee (PFF) with an Increase to the Regional Transportation Impact Fee (RTIF) as Part of the County's PFF Update

Attachments:

1. RTIF Presentation Provided on July 10, 2019
2. 2018 RTIF Annual Report
3. Status of RTIF Funding – Dated June 2019

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Solano County Regional Transportation Impact Fee

(A Component of the Solano County Public Facility Fee)

Overview and Progress

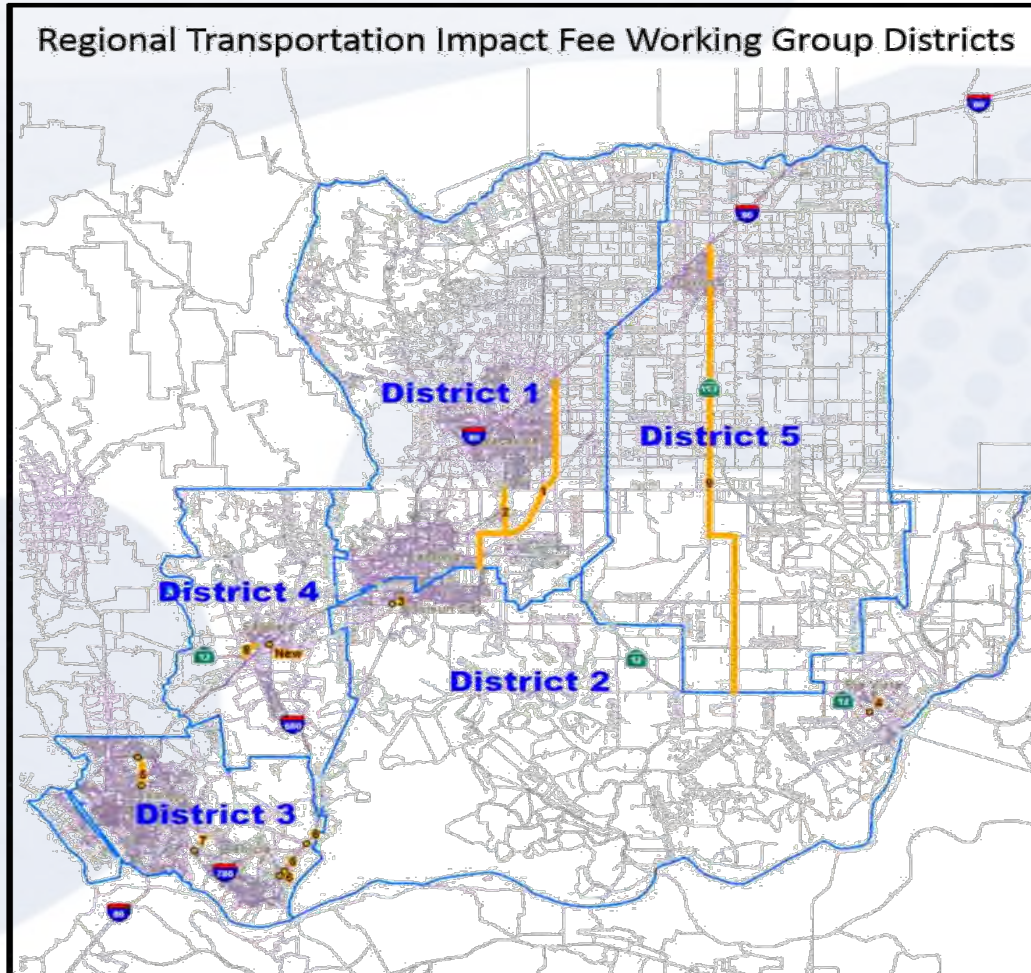
July 10, 2019



RTIF Overview

- ▶ Began in February 2014
- ▶ Seven stakeholder-focused working groups
- ▶ Averages \$1.2M annually at \$1,500 per unit
- ▶ Collected over \$6M in 5 years of the program
- ▶ Total of Six projects or phases completed
- ▶ Four projects currently underway
- ▶ Approximately \$39M leveraged in regional and state funding

Regional Transportation Impact Fee Working Groups



Working Group 1: Paul Kaushal & Shawn Cunningham

Working Group 2: Robin Borre & Matt Medill

Working Group 3: William Tarbox & Terrance Williams

Working Group 4: Paul Kaushal & Matt Tuggle

Working Group 5: Joe Leach & Matt Tuggle

Working Group 6: Transit

Working Group 7: County Roads

RTIF Progress to Date

Completed Projects

- ✓ Jepson Parkway Phase 1A - Vacaville
- ✓ Midway Rd Safety Improvements
- ✓ Benicia Bus Hub
- ✓ Green Valley Overcrossing
- ✓ SolanoExpress Bus Stops at Solano Community College
- ✓ Church Rd Intersection Environmental



RTIF Project Case-Study

Church Rd Intersection Environmental

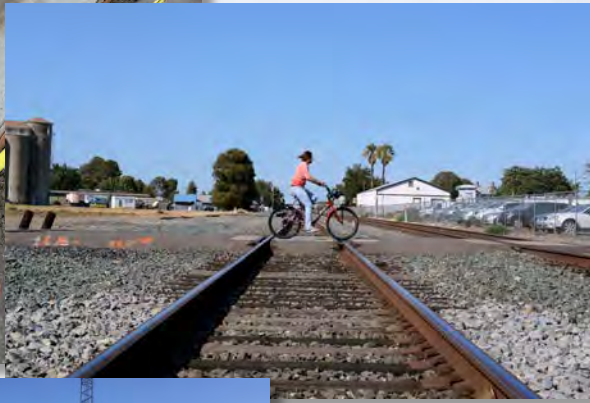


- Total Cost Estimate: \$4.5M
- Safety and operations project
- ENV Document (\$300k) funded through RTIF in 2018
- Caltrans agreed to include Church Rd in larger SR12 SHOPP project because project was ready for design
- \$300,000 Solano investment resulted in more than \$4M in leveraging.

RTIF Progress to Date

Current Projects

- 🕒 Fairgrounds Dr.
SolanoExpress Bus Stops
- 🕒 Dixon Advance Traffic and
Rail Safety Study
- 🕒 Jepson Parkway Phase 1B -
Vacaville
- 🕒 Jepson Parkway Phase 2A -
Fairfield



RTIF Revenue Status by District

RTIF Revenue for Eligible Projects	Annual Average Revenue (\$1,500)	Potential Average Revenue (\$2,500)
District 1 Jepson Corridor	\$608,962	\$1,016,966
District 2 SR 12 Corridor	\$92,045	\$153,715
District 3 South County	\$46,318	\$77,351
District 4 Central County	\$263,442	\$439,948
District 5 SR 113	\$97,233	\$162,380
District 6 Transit (5%)	\$61,556	\$102,798
District 7 County Road (5%)	\$61,556	\$102,798
Total RTIF Revenue Projected	\$1,231,111	\$2,055,955

RTIF Strategy Going Forward

- ❑ Advance projects to make them competitive for grant funding
- ❑ Leverage RTIF funding for regional and state grant match
- ❑ Focus on projects that foster housing and job growth and improve safety
- ❑ Promote investment in PDAs and regional transit connectivity

Solano County Regional Transportation Impact Fee

(A Component of the Solano County Public Facility Fee)

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



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

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A. Regional Transportation Impact Fee Schedule	6
B. Solano Regional Transportation Impact Fee District Map	7
C. FY 2017-18 RTIF Revenue by District	8
D. RTIF Revenue Collection	9

Introduction

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

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

FY 2017-18 RTIF Revenue

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

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

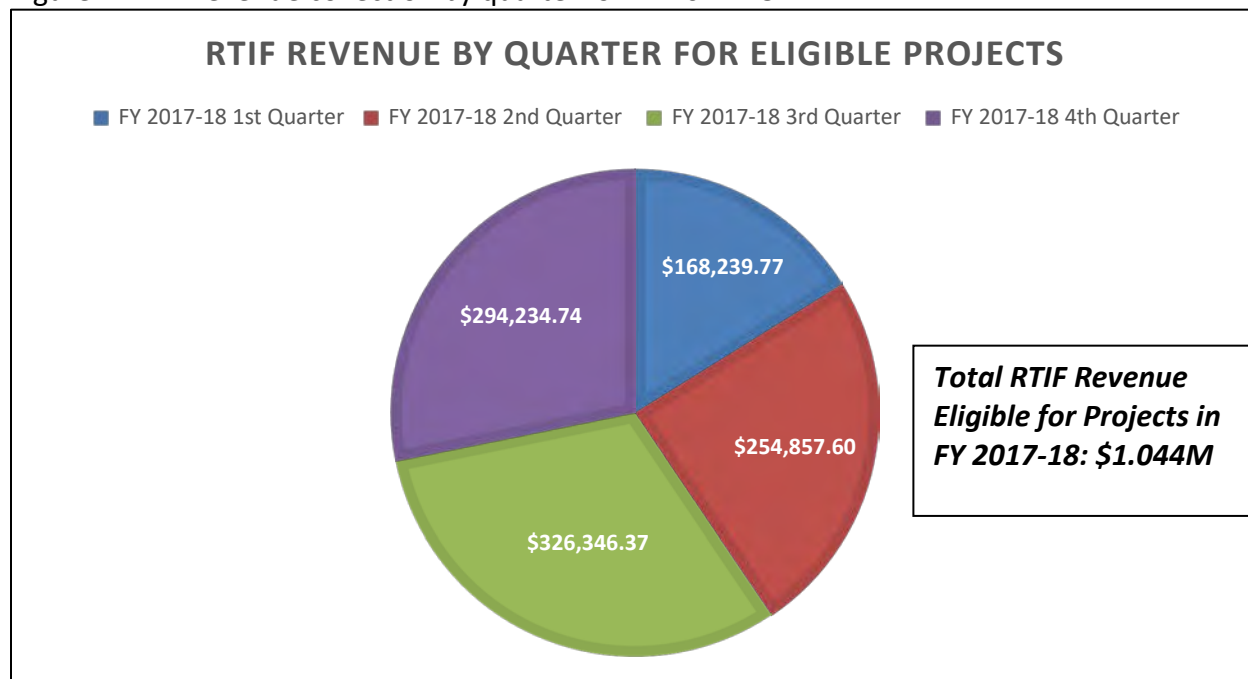


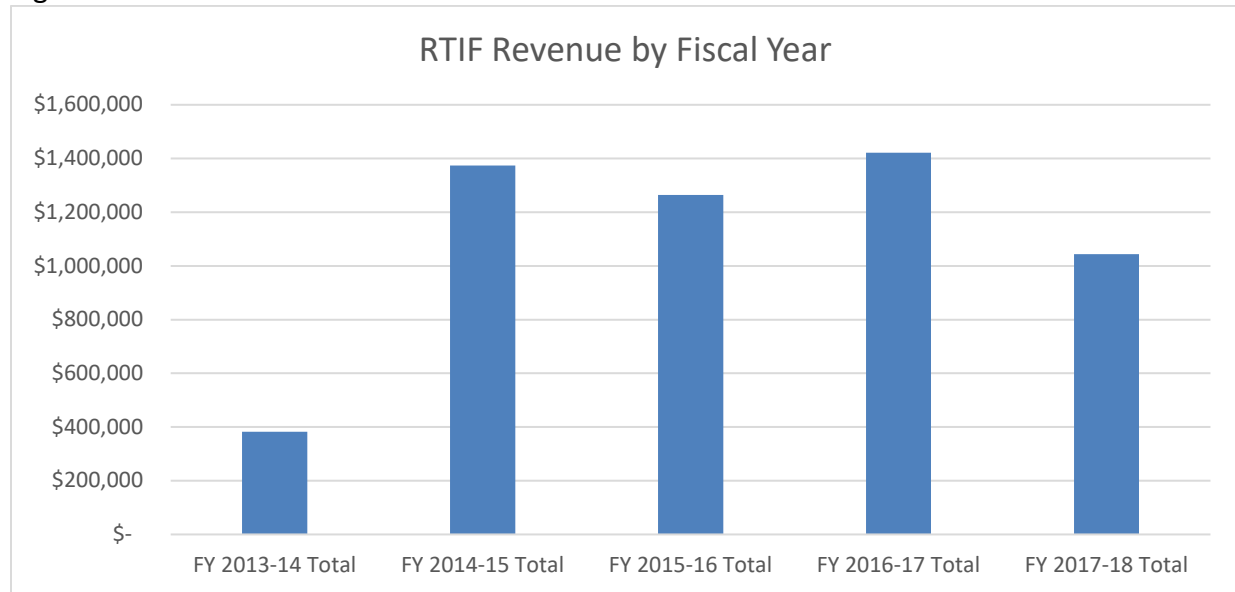
Figure 1. FY 2017-18 RTIF Revenue Collection by Quarter

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

Regional Transportation Impact Fee Revenue over the Past 5 Years

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

Figure 2: RTIF Revenue over the Past 5 Years

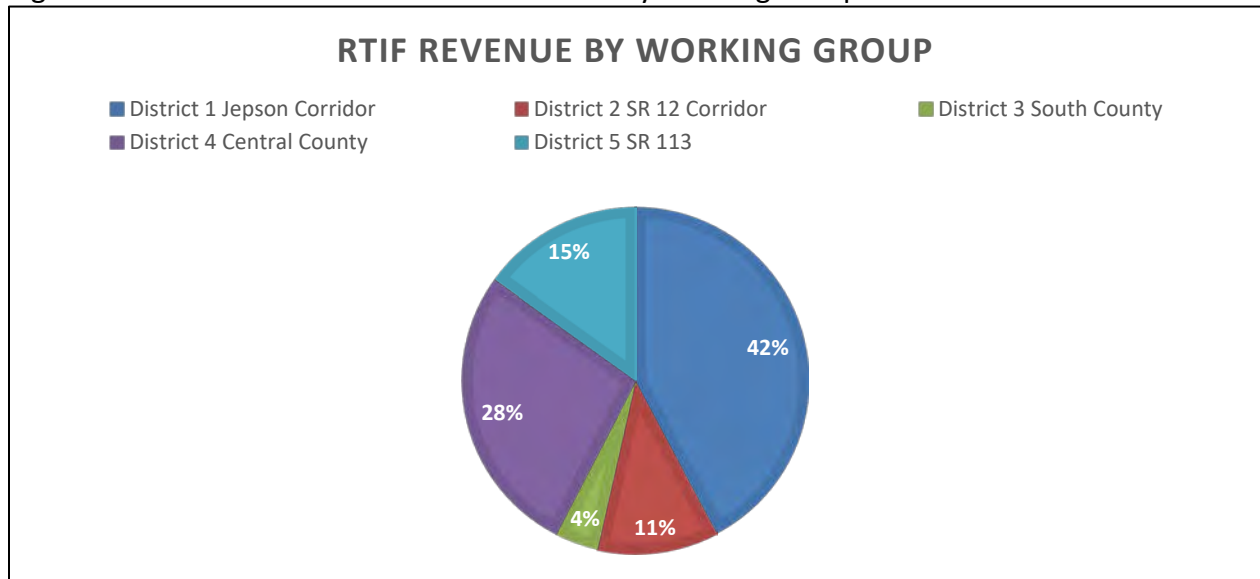


Regional Transportation Impact Fee Revenue and Working Group Districts

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

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

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



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

RTIF Working Group Project Delivery Status

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

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

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

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

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

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

FY 2017-18 RTIF Working Group Recommendations and Approvals

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

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

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

Project Recommendations for FY 2017/18 include:

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

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

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

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

EXHIBIT A

Regional Transportation Impact Fee Schedule

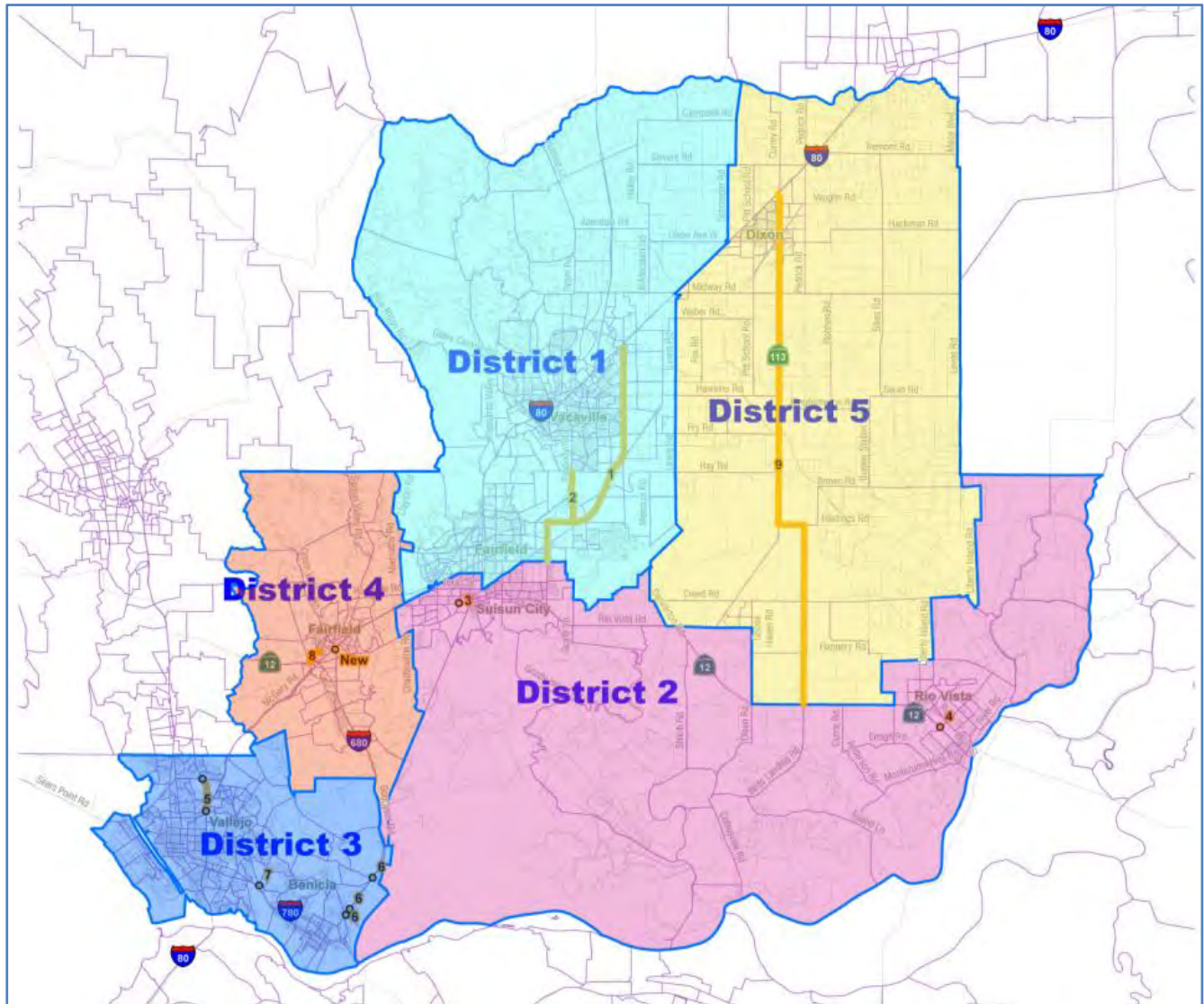
Approved by Solano County Board of Supervisors on December 3, 2013 as part of the Solano County Public Facility Fee

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

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

EXHIBIT B

Solano Regional Transportation Impact Fee District Map



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



Regional Transportation Impact Fee (RTIF)

Working Group Districts

Project Implementation Status

Working Group District 1

1. Description

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

2. Participating Agencies:

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

3. RTIF Priority Project

Jepson Parkway Project

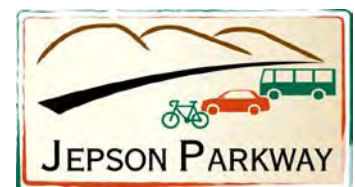
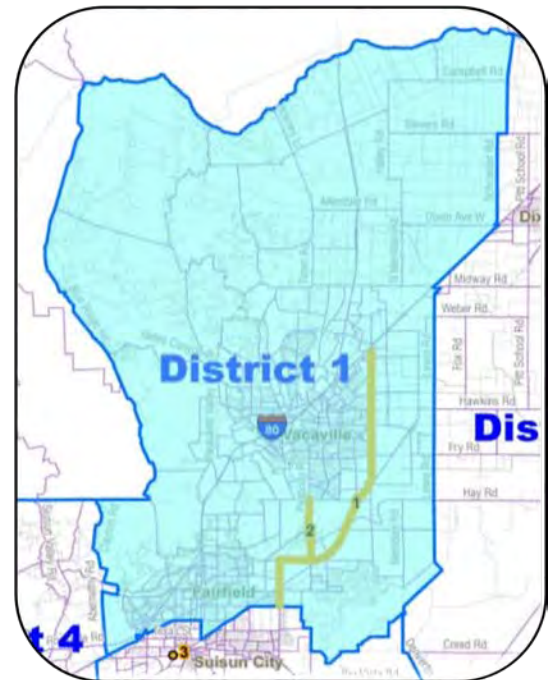
Project Implementation Status: Project accruing revenue.

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

4. RTIF Financial Status: Working Group District 1

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

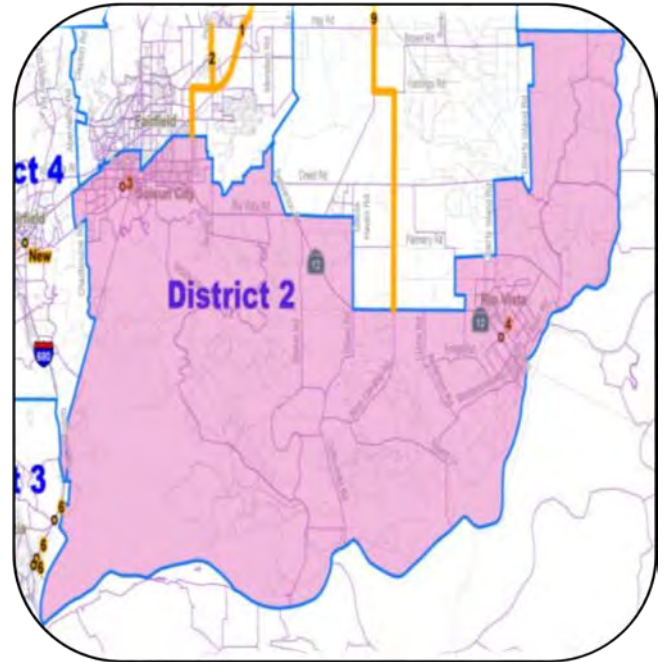
*Project is accruing revenue since FY 2016-17, to be used in Construction for Phase 3A in Vacaville



Working Group District 2

1. Description

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



2. Participating Agencies:

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

3. RTIF Project

SR 12/Church Rd Intersection

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



4. RTIF Financial Status: Working Group District 2

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

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



Working Group District 3

1. Description

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



2. Participating Agencies:

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

3. RTIF Projects

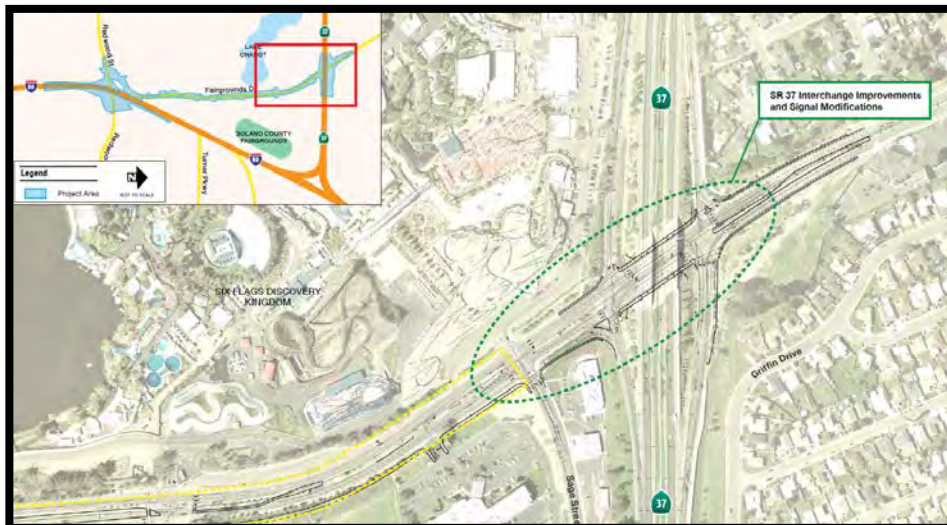
SR 37/Redwood Street/Fairgrounds Drive

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



4. RTIF Financial Status: Working Group District 3

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



Working Group District 4

1. Description

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

2. Participating Agencies:

- a. City of Fairfield
- b. Solano County

3. Priority RTIF Project:

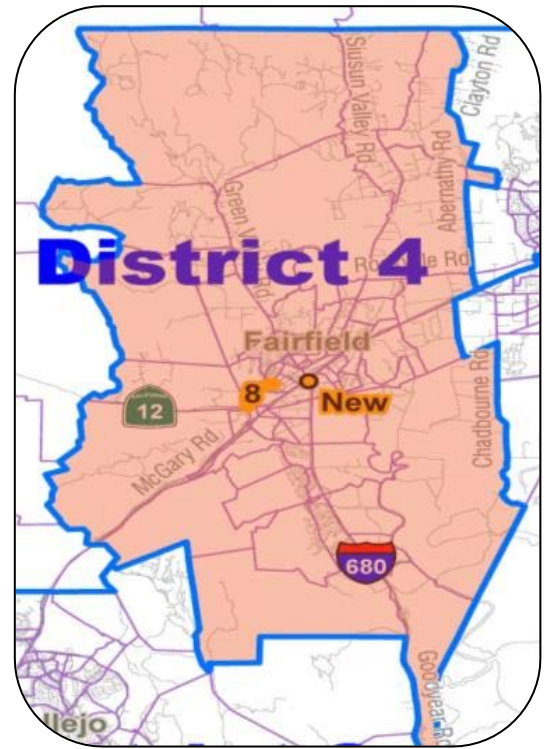
Green Valley Overcrossing

Project Implementation Status: Construction complete

5. RTIF Financial Status: Working Group District 4

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

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



Working Group District 5

1. Description

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

2. Participating Agencies:

- a. City of Dixon
- b. Solano County

3. Priority RTIF Projects:

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

SR 113 Corridor Study - \$20k

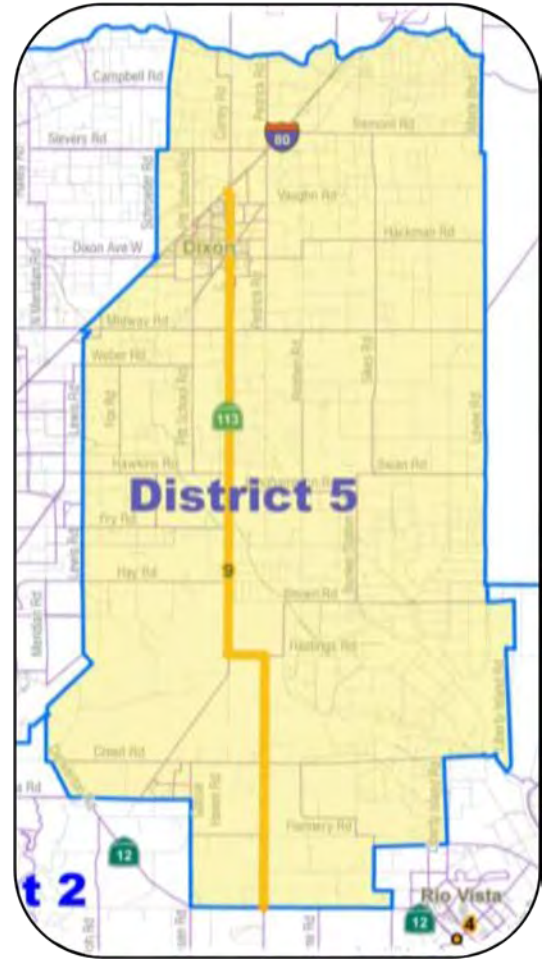
Project Implementation Status: Intersection Safety Improvements at Midway, Pedrick, Pitt School and Porter Roads completed. SR113 Corridor Study underway, expected completion in late 2018.

4. RTIF Projects in Priority Order

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

5. RTIF Financial Status: Working Group District 5

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



Working Group District 6

1. Description

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

CITY COACH



Solano Express



2. Participating Agencies:

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

3. Priority RTIF Project

SR37/Fairgrounds Dr Solano Express Bus Stop

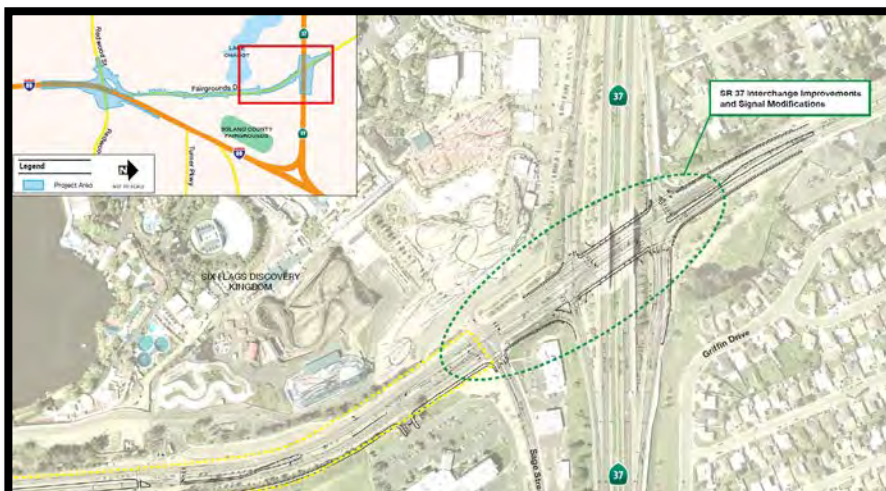
- Project Implementation Status: Under Design.
Completion expected June 2019.

Benicia Bus Hub

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

4. RTIF Financial Status: Working Group District 6

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



Solano Express



Working Group District 7

1. Description

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



2. Participating Agencies:

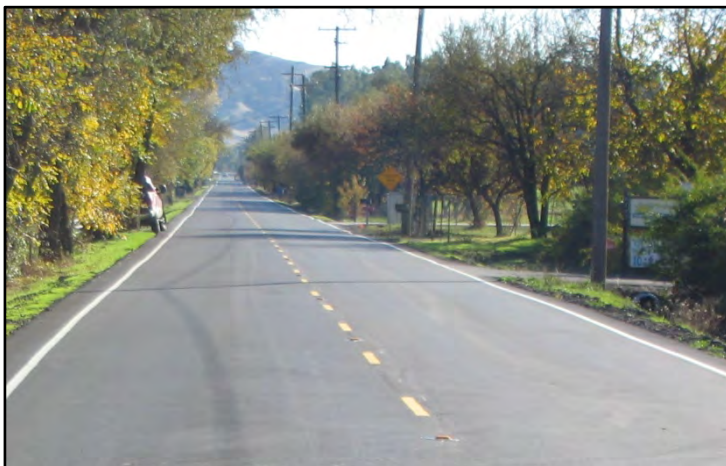
- a. County of Solano

3. RTIF Priority Projects Not in Priority Order

- a. Hay Rd
- b. McCormack Rd

4. RTIF Financial Status: Working Group District 7

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



Working Group Members for FY 2017/18

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

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RTIF Revenue Status by District									
As of End of Q2 FY 2018/19									
RTIF Revenue for Eligible Projects		Total Disbursements	Remaining Funds	Current Priority Project	Funding Commitment	Annual Average Revenue (\$1,500)	Potential Average Revenue (\$2,500)	Est. Years to Pay Current Commitments (\$1,500)	Est. Years to Pay Current Commitments (\$2,500)
District 1 Jepson Corridor	\$401,634	\$1,375,192	\$1,581,761	Jepson Parkway Vacaville Phases	\$3,500,000	\$608,962	\$1,016,966	Q3 2022/23	Q3 2021/22
District 2 SR 12 Corridor	\$99,654	\$121,481	\$339,714	Railroad Ave Extension or Pennsylvania Ave Grade Separation	Needs Working Group Commitment	\$92,045	\$153,715	Ready for New Project Commitment	Ready for New Project Commitment
District 3 South County	\$31,281	\$60,000	\$171,894	SR37 Fairgrounds Dr SolanoExpress Bus Stop	Through FY 2021-22	\$46,318	\$77,351	Finish in FY 2021/22	Finish in FY 2021-22
District 4 Central County	\$21,831	\$1,280,000	\$37,422	Green Valley Overcrossing	Through FY 17-18	\$263,442	\$439,948	Ready for New Project Commitment	Ready for New Project Commitment
District 5 SR 113	\$9,519	\$183,571	\$302,688	Dixon Advanced Traffic and Rail Safety Study	\$60,000	\$97,233	\$162,380	Over \$240k available for other project priorities	Over \$240k available for other project priorities
District 6 Transit (5%)	\$20,081	\$208,128	\$99,845	SR37 Fairgrounds Dr SolanoExpress Bus Stop	\$300,000	\$61,556	\$102,798	Q3 2022/23	Q3 2021/22
District 7 County Road (5%)	\$20,081	\$121,760	\$186,213	Dixon Advanced Traffic and Rail Safety Study	\$90,000	\$61,556	\$102,798	Over \$90k available for other project priorities	Over \$90k available for other project priorities
Total RTIF Revenue Received for Eligible Projects:	\$401,634	\$3,350,133	\$2,719,539			\$1,231,111	\$2,055,955		

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RESOLUTION NO. 2019 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
CLARIFYING THE FEE TO BE CHARGED UNDER THE
COUNTY PUBLIC FACILITIES FEE ORDINANCE**

Whereas, pursuant to Article X of Chapter 11 of the Solano County Code, public facilities fees are imposed on all new nonexempt construction in the County of Solano, including the incorporated areas of the County; and

Whereas, the Solano County Board of Supervisors has held a public hearing to consider the Nexus Analysis for Solano County Public Facilities Fee Update, as provided by the provisions of Government Code sections 66000 et seq. and has adopted its recommendations for expenditures with previously collected and anticipated public facilities fees; and

Whereas, the amounts of the public facilities fee is established by the findings contained in the update, and as adopted, shall be subject to annual review and adjustment, after a noticed public hearing, by a resolution adopted by this Board; and

Whereas, the fees to be charged within the incorporated areas of the County, or within city limits, are different for some cities due to the existence of library facilities that are paid for by those cities independently from the County Library System. The City of Benicia will not be charged a library component. The City of Dixon and its surrounding unincorporated area collect the Dixon Public Library District's (DPLD) established impact fee. The cities with County Library fees to be included are Vallejo, Rio Vista, Suisun City, Fairfield and Vacaville; and

Whereas, the ordinance provides in Section 11-133 that the Board of Supervisors may adjust the fee annually by resolution, and this resolution repeals Resolution No. 2013-236 establishing the amounts of fees for the unincorporated area and each of the affected cities; and

Whereas, the amounts of the public facilities fee and its components are established by the findings contained in the Nexus Analysis.

Resolved, the Solano County Board of Supervisors repeals Resolution No. 2013-236 and adopts fee rates for the various jurisdictions according to the appropriate category below:

Proposed Public Facilities Fee Amounts		
Land Use Categories	Cities with County Library / Unincorporated County	Outside County Library System¹
RESIDENTIAL		
Single Family Residential (SFR)	9,263	7,578
Multi-Family Residential (MFR)	6,662	5,348
2 nd SFR Unit / Accessory Dwelling Unit	4,536	3,705
Age-Restricted/Senior Multifamily	3,975	3,144
NONRESIDENTIAL <i>(Fee Amount per 1,000 square feet)</i>		
Retail/Commercial	1,024	1,024
Service/Commercial	2,097	2,097
Office	1,359	1,359
Institutional Assembly	483	483
Lodging	429	429
Industrial	698	698
Warehouse /Distribution	210	210

Land Use Categories	Cities with County Library / Unincorporated County	Outside County Library System
Agricultural		
Nonresidential Agricultural Accessory Structures	174	174

¹ Outside County Library System includes the City of Benicia and that area of the county, including the City of Dixon, within the boundaries of the Dixon Public Library District

Further Resolved, these fees will be reviewed on an annual basis, and adjusted according to the indices set forth in the Nexus Analysis, pursuant to Section 11-133 of the Solano County Code and Government Code section 66000 et seq., by resolution.

Further Resolved, this resolution and the new fee rates established pursuant to it shall become effective October 1, 2019.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on July 23, 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

**NOTICE OF PUBLIC HEARING
ON
PUBLIC FACILITIES FEES
(Gov. Code §66018)**

On July 23, 2019 at 9:00 a.m., or as soon thereafter as the matter may be heard, at Solano County Administration Center Board Chamber, 675 Texas Street, Fairfield, California, the Solano County Board of Supervisors will hold a public hearing to establish rates for the Solano County Public Facilities Fee charged on new development, as provided in Article X of Chapter 11 of the Solano County Code.

The Board will consider adoption of the following Public Facilities Fee schedule:

Solano County		
Proposed Public Facilities Fee Amounts		
Effective October 1, 2019		
Land Use Categories	Cities with County Library / Unincorporated County	Outside County Library System¹
RESIDENTIAL		
Single Family Residential (SFR)	9,263	7,578
Multi-Family Residential (MFR)	6,662	5,348
2 nd SFR Unit / Accessory Dwelling Unit	4,536	3,705
Age-Restricted/ Senior Multifamily	3,975	3,144
NONRESIDENTIAL <i>(Fee Amount per 1,000 square feet)</i>		
Retail / Commercial	1,024	1,024
Service / Commercial	2,097	2,097
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Institution / Assembly	483	483
Lodging	429	429
Industrial	698	698
Warehouse / Distribution	210	210
Agricultural		
Nonresidential Agriculture Accessory Structures	174	174

¹ Outside County Library System includes the City of Benicia and that area of the county, including the City of Dixon, within the boundaries of the Dixon Public Library District

The funds collected would be deposited in the Public Facilities Fee Revenue account and expended in accordance with the Capital Facilities Plan as adopted and periodically updated by the Board of Supervisors.

Documentation supporting the proposed fee schedule is available for viewing at the Solano County Administrative Center, 675 Texas Street – Suite 6500, Fairfield, California.

If the Board of Supervisors adopts the proposed fee schedule, the new fees will be effective October 1, 2019.

Dated: July 1, 2019

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	24	Status:	Regular Calendar
Type:	Resolution	Department:	Resource Management
File #:	19-542	Contact:	Karen Avery, 784-3165
Agenda date:	07/23/2019	Final Action:	
Title:	Conduct a noticed public hearing to consider an appeal of the Planning Commission's denial of Administrative Permit Application No. AD-18-02 for Leeanna Ellis to have an outdoor special events facility for up to 6 events per year with up to 150 attendees at 5580 Nicholas Lane, Dixon		
Governing body:	Board of Supervisors		
District:	District 5		
Attachments:	A - Resolution, B - Map of Nicholas Lane & Easement, C - Link to Board Appeal Package, D - Planning Commission Resolution, E - Excerpt from May 16, 2019 PC Minutes, F - Links to Planning Commission Staff Report Package, G - Links to Planning Commission Meeting Comment Letters, H - Public Notice, I - Administrative Permit & Appeal Zoning Regulations, J - Planning Division Permit History		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board of Supervisors:

1. Conduct a noticed public hearing to consider an appeal of the Planning Commission's denial of Administrative Permit Application No. AD-18-02 for Leeanna Ellis to have an outdoor special events facility for up to 6 events per year with up to 150 attendees;
2. Adopt a resolution to deny the appeal and affirm the Planning Commission's decision to deny Administrative Permit Application No. AD-18-02.

SUMMARY:

The matter before the Board of Supervisors involves an appeal of an Administrative Permit to allow an outdoor special events facility (maximum of 6 events per year, minimum of 150 attendees) for Leeanna Ellis on property located at 5580 Nicholas Lane in the unincorporated area outside Vacaville. The proposed event facilities would be located on a 31.97-acre property which is developed with a single family dwelling and a large metal storage building. The Administrative Permit Application No. AD-18-02 was denied by the Director of Resource Management on April 5, 2019. There were two reasons for that denial, they are: 1) lack of an adequate connection to a private road for which there is a recorded road maintenance agreement, which is a requirement for approval of a special events facility located on a private road and 2) the administrative permit would be inconsistent with a restraining order issued by the Superior Court on the appellant/applicant's

spouse regarding noise and nuisance activities on the Ellis property.

On April 15, 2019, the applicant filed an appeal of the Director's denial of the Administrative Permit to the Solano County Planning Commission. The Solano County Planning Commission held a public hearing on May 16, 2019 to consider the appeal of the Director of Resource Management's denial of Administrative Permit Application No. AD-18-02. After closing the public hearing and considering all comments, written and oral, regarding said application, the Planning Commission voted 5-0, to affirm the Director of Resource Management's decision and denied the appeal. The applicant subsequently filed an appeal to the Planning Commission's denial with the Clerk of the Board on May 24, 2019. In her appeal, the appellant stated the Planning Commission failed to state any legal basis for their denial of her appeal. The Board of Supervisors is being asked to consider the applicant's appeal of the Planning Commission's action.

FINANCIAL IMPACT:

Costs associated with Administrative Permit No. 18-02 have been paid by the applicant, and the cost associated with filing an appeal of said permit to the Board has been paid by the appellant.

DISCUSSION:

Project Description:

The proposed project includes an outdoor event facility with no existing permanent structures being utilized and no new structures being proposed. The nature of the events would likely be weddings, etc. The project narrative describes access to the property, use of food vendors, hours of operation, outdoor lighting, noise, an improved parking area, sanitation and setbacks from event activities from their property lines. Access to the property is described to be from Nicholas Lane. As part of the application, the applicant submitted a copy of a 2002 Road Maintenance Agreement for the road that was to be constructed within the easement shown the approved subdivision map. The applicant did not provide a similar maintenance agreement for Nicholas Lane, an unmapped private road. An attachment displaying the easement described in the 2002 Road Maintenance Agreement and Nicholas Lane is attached.

Board Appeal:

The appellant cites the following reasons for appealing the Planning Commission's action:

1. Permit denied with actual bias where others have been allowed to have a permit issued.
2. No legal basis or the denial of appeal by statute, code or other was cited.
3. An administrative permit on its face is allowed by right, provided all qualifications have been met.

The appellant also noted that the ten-day appeal period was not sufficient to do the legal research required. Appellant will be submitting more documentation no later than 5 days before the hearing to all relevant parties.

The appeal application is attached within.

Planning Commission Action:

On May 16, 2019, the Planning Commission conducted a public hearing with regards to the applicant's appeal of the Director of Resource Management's decision to deny Administrative Permit No. AD-18-02. The Planning Commission, after reviewing the staff report and receiving public testimony, voted 5-0 to affirm the Director of Resource Management's decision to deny the Administrative Permit. The Planning Commission adopted Resolution No. 4673 which made the following findings regarding Administrative Permit Application No. AD-18-02 (Attached).

1. The property for which the use is proposed is not located on a public road.
2. Nicholas Lane is a private road for which there is not a recorded road maintenance agreement

executed by all lot owners served by that private road.

3. A road meeting County road standards does not currently exist within the private access easement shown on parcel map for the property.
4. An administrative permit for a special event facility runs with the land is not personal to the named applicant. Christopher Ellis, the husband of the named applicant and a co-owner of the property, is currently under a court restraining order prohibiting him from allowing any person other than family member from using the access easement for any purpose unless otherwise ordered by the court.

The Planning Commission minutes are included as an attachment.

Access Issue

The Ellis property is one parcel in a four-lot parcel map approved in 1978. The map is included in the Planning Commission Staff Report Package. The Ellis parcel is Parcel 4. The parcel map included a private access easement which bisected Parcel 3 (Foletta) and runs between Parcels 1 (Mendoza) and 2 (Fielding). In 2002, the owners of the four parcels recorded a road maintenance agreement requiring all property owners within the subdivision to share in the costs of installing and maintaining a road within the mapped easement (Planning Commission Staff Report Package). Upon review by the Department, this mapped easement was never improved as a private road and the property owners have instead used an unmapped private road that runs along the edges of the subdivision and terminates at Parcel 4. This unmapped private road is known as Nicholas Lane. It appears that this private road has been in existence for quite some time as 3 of the 4 primary dwellings built after the subdivision was recorded front Nicholas Lane. The County Surveyor conducted extensive research and was unable to identify documentation in County records that there is a recorded road maintenance agreement for Nicholas Lane.

Superior Court Issued Restraining Order:

In October of 2017, the Superior Court issued a civil restraining order prohibiting Christopher Ellis, the appellant's spouse and co-owner of the property, from harassing Marshall and Khri Foletta, owners of Parcel 3. This restraining order prohibited any person other than family members from using the mapped access easement for any purposes. The restraining order also limited noise levels coming from the Ellis property. This restraining order was upheld by the Court of Appeal on March 8, 2019. Copies of the restraining order is included in the Planning Commission Staff Report Package.

Special Events Facilities - Ellis Request/Summary of Issues

On August 30, 2018, Leeanna Ellis submitted an Administrative Permit application for an outdoor special events facility for up to 6 events per year with up to 150 attendees. A copy of the application is attached as part of the Planning Commission Staff Report Package. In the project narrative for the application, the applicant describes the event facility to be an outdoor facility with no existing permanent structures being utilized. An improved parking area is proposed.

Per Section 28.21, Table 28.21A of the Zoning Regulations, special events facilities with up to 6 events per year and 150 persons or less requires an Administrative Permit in the A-40 zoning district. Additional standards and requirements for special events facilities is described in Section 28.73.30 (B)(6) of the Zoning Regulations (See Attachment - Planning Commission Staff Report Package).

Summary of Analysis

One of the requirements for special events facilities listed in Section 28.73(B)(6) is that "each parcel where the special event is conducted shall be a connection to a public road, or a private road if there is a recorded maintenance agreement executed by all lot owners served by that private road." In this case, there is no evidence of a road maintenance agreement for Nicholas Lane. There is correspondence from the Dixon Fire Department stating that Nicholas Lane does not provide adequate access for use by fire apparatus due to the poor condition of the road (Attachment - Planning Commission Staff Report Package). In addition, the Ellis parcel is located furthest from a public road (Fox Road) which combined with the inadequacy of the current

road condition to accommodate events, the distance to reach the Ellis parcel for events would exacerbate the road's poor condition and access issues and in turn impact neighboring properties.

The Director of Resource Management cited two reasons (listed above) for the denial of the Administrative Permit. The Planning Commission conducted a de novo hearing and heard and considered the evidence presented by the Department and the public. Based on the evidence presented, the Planning Commission affirmed the Director's findings and decision, and denied Administrative Permit No. AD-18-02. Staff does not believe any new evidence has been submitted during the appeals process to change any of the findings or conclusions made by the Director of Resource Management and Planning Commission to approve the Administrative Permit.

ALTERNATIVES:

Depending on the evidence presented, the Board of Supervisors, upon completion of a public hearing on this matter, may choose to:

1. Uphold the appeal and approve Administrative Permit Application No. AD-18-02 allowing the applicant to operate an outdoor special events facility for up to 6 events per year with up to 150 attendees. Such action is not recommended as the access easement is being legally contested and the condition of the private road being utilized, is not adequate to accommodate event traffic. Operation of the facility and access to the facility would still be subject to the terms and conditions of the court's restraining order.

PUBLIC NOTICE REQUIREMENT

Consistent with Government Code Section 63858, a public hearing notice was published in the Fairfield Daily Republic, and Vacaville Reporter at least 10 days prior to the public hearing. (Notice of Public Hearing attached).

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed this item and concurs with the findings and recommendation.

CAO RECOMMENDATION:

APPROVE DEPARTMENT RECOMMENDATION

RESOLUTION NO. 2019 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
DENYING ADMINISTRATIVE PERMIT APPLICATION NO. AD-18-02 (ELLIS)**

Whereas, the Solano County Board of Supervisors has considered, in a notice public hearing conducted on July 23, 2019, the appeal of Leeanna Ellis appealing the Solano County Planning Commission's denial of Administrative Permit No. AD-18-02 of for an outdoor special events facility for up to 6 events per year with up to 150 attendees at 5580 Nicholas Lane; and

Whereas, the Board has reviewed the report of the Department of Resource Management and heard testimony relative to the subject application at the duly noticed public hearing; and

Whereas, after due consideration, the Board has made the following findings regarding the application for Administrative Permit No. AD-18-02:

1. The property for which the use is proposed is not located on a public road.
2. Nicholas Lane is a private road for which there is not a recorded road maintenance agreement executed by all lot owners served by that private road.
3. Although a road maintenance agreement has been recorded for a private road to be constructed within the private access easement shown on parcel map for the property, a road, meeting County road standards does not currently exist within that mapped easement.
4. An administrative permit for a special events facility runs with the land and is not personal to the named applicant. Christopher Ellis, the husband of the named applicant and a co-owner of the property, is currently under a court restraining order prohibiting him from allowing any person other than family members from using the access easement for any purpose unless otherwise ordered by the court. Approval of Administrative Permit AD-18-02 would authorize use of the access easement in a manner inconsistent with the court's restraining order.

Resolved, the Solano County Board of Supervisors denies the appeal and affirms the decision of the Planning Commission denying the application for Administrative Permit No. AD-18-02.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on July 23, 2019 by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

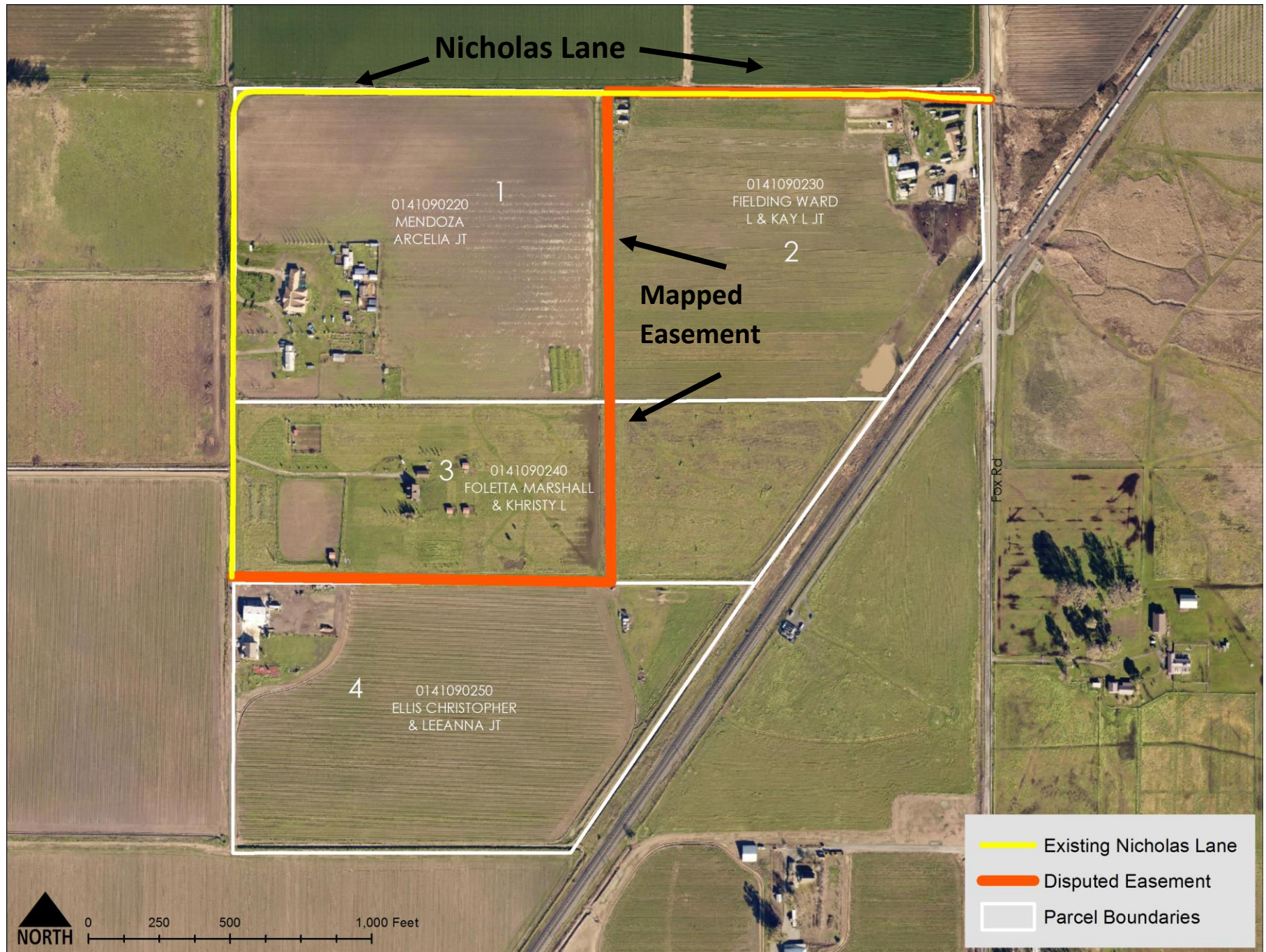
EXCUSED: SUPERVISORS _____

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk

Attachment
Ellis Appeal – Board of Supervisors



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

[Ellis Appeal Package](#)

SOLANO COUNTY PLANNING COMMISSION
RESOLUTION NO. 4673

WHEREAS, the Solano County Planning Commission has considered, in a noticed public hearing conducted on May 16, 2019, the appeal of **Leeanna Ellis** appealing the Director of Resource Management's denial of Administrative Permit No. AD-18-02 of for an outdoor special events facility for up to 6 events per year with up to 150 attendees and;

WHEREAS, the Commission has reviewed the report of the Department of Resource Management and heard testimony relative to the subject application at the duly noticed public hearing held on May 16, 2019 and;

WHEREAS, after due consideration, the Planning Commission has made the following findings regarding the application for Administrative Permit AD-18-02:

1. The property for which the use is proposed is not located on a public road.
2. Nicholas Lane is a private road for which there is not a recorded road maintenance agreement executed by all lot owners served by that private road.
3. A road meeting County road standards does not currently exist within the private access easement shown on parcel map for the property.
4. An administrative permit for a special events facility runs with the land and is not personal to the named applicant. Christopher Ellis, the husband of the named applicant and a co-owner of the property, is currently under a court restraining order prohibiting him from allowing any person other than family members from using the access easement for any purpose unless otherwise ordered by the court.

RESOLVED, the Planning Commission of the County of Solano denies the appeal and affirms the decision of the Director of the Department of Resource Management denying the application for Administrative Permit No. AD-18-02.

I hereby certify that the foregoing resolution was adopted at the regular meeting of the Solano County Planning Commission on May 16, 2019 by the following vote:

AYES:	Commissioners	<u>Rhoads-Poston, Cayler, Hollingsworth, Bauer, and</u>
		<u>Chairman Walker</u>
NOES:	Commissioners	<u>None</u>
EXCUSED:	Commissioners	<u>None</u>

By: 
Bill Emlen, Secretary

Excerpt from the Minutes of the Planning Commission Meeting of May 16, 2019:

Item No. 3

PUBLIC HEARING to consider an appeal of the Director of Resource Management's denial of Administrative Permit Application No. AD-18-02 of **Leeanna Ellis** for an outdoor special events facility for up to 6 events per year with up to 150 attendees. The property is located at 5580 Nicholas Lane, a 31.9-acre parcel approximately 2.5 miles east of the City of Vacaville in an Exclusive Agriculture "A-40" Zoning District, APN: 0141-090-250. (Project Planner: Karen Avery) Staff Recommendation: Deny appeal and affirm the Director of Resource Management's decision of denial

Karen Avery, senior planner, provided a summary of the written staff report. The report provided the neighborhood history, administrative permits and appeal, and a detailed discussion of events. Per the letter from the Director of Resource Management, there are two reasons the administrative permit was denied. One reason being that there is not adequate access to the property and secondly, approval of the administrative permit would be inconsistent with a restraining order issued by the Superior Court. Until such time as the private road access easement is resolved and the Superior Court's restraining order is lifted or expires, the Director of Resource Management is unable to make a finding that there is adequate access to the property for the operation of a special events facility. In the absence of such a finding, the Director has no authority to approve Administration Permit No. AD-18-02.

Commissioner Hollingsworth inquired about access and wanted to know if a road would need to be constructed. Ms. Avery stated that there is an existing road called Nicholas Lane that is being used and is depicted in yellow on the map. She said the road is not built to county private road standards. Ms. Avery pointed out the easement which was depicted in red on the map, stating that there is a road maintenance agreement on that easement. Ms. Avery said in looking at its history, Nicholas Lane is being used and most driveways access that road.

Commissioner Hollingsworth asked if it was possible for someone to come in and build a road where the yellow line is depicted. Jim Laughlin, deputy county counsel, stated that if the individual could establish prescriptive rights it would go a long way toward helping their cause. They would need a judge to establish prescriptive rights in order to use that area as an easement. He stated that the county cannot recognize its existence until the court says it exists.

Commissioner Hollingsworth wanted to know what the property owner would need to accomplish to meet the standards for the 6 events per year as it pertains to the road. Ms. Avery answered by saying the road would need to be connected to a public road and be built to private road standards with a road access agreement signed by all lot owners served by that road.

Commissioner Hollingsworth referred to the fire district's comments that the road is completely inadequate and wanted to know what would have to be done to meet their requirements. Jim Laughlin stated that the fire district's comments were that the road is in such poor condition they cannot drive on it. He said the property owner would need to bring the road up to standard. He said Cal Fire sets statewide standards for roads within state responsibility areas and he believed the road standard is 20 feet wide. Mr. Laughlin noted that he did recall if this road fell within the state responsibility area.

Commissioner Rhoads-Poston said that it appears to her that step one is the applicant needs to obtain prescriptive rights for Nicholas Lane. Either that or have the restraining order lifted

from the easement to move forward in obtaining a permit. Mr. Laughlin said he did not believe the county would go as far as requiring they go to court and establish prescriptive rights for Nicholas Lane. He said the county could try to get the property owners within the neighborhood to agree to a road maintenance agreement for the existing Nicholas Lane which would comply with the zoning code.

Commissioner Rhoads-Poston commented that it almost seems the purpose of appealing the denial is moot because the applicant cannot move forward as they do not have road access. Mr. Laughlin said the applicant needs a road that is adequate for access and for which there is a road maintenance agreement. He stated that there is, to some extent, a road maintenance agreement for the easement which is highlighted in red; however, that road does not actually exist and so it is theoretical at this point.

Mr. Laughlin noted that the county does not have the leeway or discretion to waive the standards. He said that this is a use that is allowed by right but only if the objective standards can be met.

Since there were no further questions, Chairman Walker opened the public hearing.

Karen Treseler, Lewis Road, Vacaville, stated that she lives to the southwest of the Ellis property. She stated that the maintenance of Nicholas Lane is bad, so bad that the Ellis family constantly trespass across their property to reach the public roadway. She stated that she has been both a witness and a victim of the noise. Ms. Treseler said the applicant is proposing a dirt bike track which she did not believe was appropriate for this area. She said the Ellises have always pushed the boundaries of what is legal and what is a good neighbor, for example removing dirt from her property without permission. Ms. Treseler said she is concerned because unpermitted activities are already taking place on the Ellis property and she was afraid of what might happen if the proposed activity is permitted.

Several people spoke in favor of the project. Their names are as follows: Marian Smith, Lewis Road, Vacaville; Kari Comack, Pleasants Valley Road, Vacaville; and Arcelia Virelas Mendoza, Nicholas Lane, Dixon. The speakers stated that Ms. Ellis is an asset to the community and is a good neighbor, friend, and businesswoman. Two speakers stated that they have never experienced any negative impacts from the Ellis property. They believed that the events as proposed by the applicant would provide value to the neighborhood. There was agreement that Nicholas Lane did need some improvement.

Marshall Foletta, Nicholas Lane, Dixon, mentioned that he had supplied the commission with a package of information to support their opposition of the project. He stated that the access issue is a complex one. He referred to the red line on staff's area map as the easement which is currently the subject of a series of complicated lawsuits. He noted that those hearings are moving toward trial in December. He stated that his position is the easement was abandoned long ago. Mr. Foletta said they have a restraining order against Ms. Ellis' husband. He commented that it was a 6-day trial and in the end, the Judge concluded that he and his family were the subject of harassment by Mr. Ellis over a sustained two-year period. He shared testimony from a neighbor who had said that the intent of the Ellises was to pay them back because they had filed a complaint with the county and the Ellis' goal was to drive them out of their home and property and force them to close their business. Mr. Foletta stated that they did have to move out of their home for 10 months to escape the harassment and were also forced to close their business.

Marshall Foletta commented that the Ellises appealed the restraining order and the Appellant Court upheld his family's position. He stated that he did not believe it is the position of the commission to entertain a rereading of the restraining order which is very explicit. He said noise was used as a weapon and at times would reach 85 decibels. This was one of the reasons they are so sensitive to this issue and want to maintain rigid enforcement of the noise restrictions. Mr. Foletta said Ms. Ellis is trying to draw a distinction between herself and her husband. He commented that Ms. Ellis was a willing participant and when he reached out to her to try and control the situation she testified in court that at times she was the one blasting music in their direction. He said if the commission were to issue this permit under some understanding that Mr. Ellis would not be participating, he believed that would be impossible to regulate and monitor, especially in this circumstance, because the Ellises are essentially non-compliant people. Even though the county told them to shut down their business they brought it back. When the county told them that they could not build a road on the easement and issued a stop work order, they worked at night, under the cover of darkness, and built the road disregarding the stop work order.

The applicant, Leeanna Ellis, stated that she worked very hard to buy a country property and set up a wedding venue. She stated that this is an administrative permit and so it is allowed by right. She said she believes she has met all the criteria required. Ms. Ellis said that she believed the county has been biased against her. She said the Foletta family make a point to use the county as a weapon. She stated there have been no noise violations in 8 months, noting that there were only 3 instances of noise violations prior. Ms. Ellis spoke about the settlement agreement that the Foletta family entered into with the Mendoza family who live nearby. She provided the document to the commission. She stated that the agreement limited the Mendoza family to 4 large parties a year and up to 12 other parties. She believed that it is not a noise issue for Mr. and Mrs. Foletta, but a control issue. She said what is in dispute is the easement. In 1978 the original easement that runs through the Foletta property was intended to be Nicholas Lane. She said it was recorded as an easement and no prescriptive easement is necessary because it was taken as appurtenant to the deed in the 2002 road maintenance agreement. The road maintenance agreement specifically was approved by the county as an adequate road and adequate access. In 2014 the county approved a horse business next door to the Foletta property. She said that her proposed 6 events per year, in her opinion is not going to be as burdensome as the 6 trailers a day that are already approved for the horse events. She said the county is being biased against her because the county has cited Nicholas Lane as an adequate public access. Regarding the restraining order, she said the order only restricts a person, not the property. She offered to have her husband's name taken off the property deed.

Leeanna Ellis commented that if the commission is going to deny this based on the restraining order, she reiterated that she would not have a problem with taking her husband's name off the deed entirely. She said she has no problem complying with everything the county would require with respect to noise and dust. She commented that they have tried to be good neighbors with the Foletta family. She said she has been working hard with the county to try and bring her property into compliance. She said that she has been denied an electrical and fence permit due to this restraining order. She asked the commission to be fair and unbiased and grant her the same rights that other people have been granted. She said not only has the county approved a permit for the Foletta family on Nicholas Lane but have also approved a permit for the Fielding property which is also on Nicholas Lane. She said if the commission is going to deny her permit, she requested they deny it with the stipulation to fix the road and clear up the restraining order because those are things that are under her control.

Since there were no further speakers, Chairman Walker closed the public hearing.

Commissioner Cayler stated that one of her concerns is the condition of the road. She said if the fire district has issue with it then the commission should respect their decision. She said having that many events over the course of a year will bring a good number of attendees and sooner or later a medical emergency could arise that would require first responders. She said she certainly would not want to be a passenger in an ambulance having to travel over potholes on a road that has not been maintained to the point where even the fire trucks are hesitant to travel. Commissioner Cayler said that she drove by the property earlier in the day and it appeared to her that it is not something that is viable at this time. She said she appreciated the idea of a wedding venue but said the county needs to be cognizant of the folks who would be attending those events.

Commissioner Rhoads-Poston stated that this is not something she would be able to support at this time. She felt the point of the appeal to be moot until the issues with the road restriction and the active restraining order have been resolved. She said the commission cannot approve a project on the assumption that the outstanding issues will be fixed. She thought it to be unfortunate that the neighbors cannot find a common ground and hoped that they could work together and sign a maintenance agreement which would be a step in the right direction. She commented that removing Mr. Ellis from the deed would not mean that he would no longer reside on the property.

Commissioner Hollingsworth asked if the commission could continue this matter to a later date to allow time for the applicant to settle these issues. Bill Emlen, director, stated that the best course of action is to deny the appeal. He noted that the applicant can refile once their issues are resolved. Jim Laughlin agreed that this would be the best approach since the commission is not asking for specific information to be brought back by the applicant. He said it would be better to deny the application and let the property owner bring back their proposal when they are ready.

Commissioner Bauer stated that she agreed the commission needs to deny the permit for the reasons already discussed that deal with the road and the restraining order.

Chairman Walker said it would not be within the purview of the planning commission to intimate that the applicant should remove her husband from title or require him to vacate the premises. He stated that the commission must operate with the information and the knowledge they currently have. Chairman Walker said however he is sympathetic to the inconsistent application of the roadway standards because Ms. Ellis is correct, there have been three other permits that have been authorized for the three adjoining neighbors, and she is not being held exactly to the same standards. Chairman Walker said that for him, the restraining order is the primarily issue. He told Ms. Ellis if she wanted to pursue a different avenue with respect to when the restraining order is no longer being enforced, then the commission would most likely be amenable to a different conversation at that time, but at this time he would not be able to support the appeal.

A motion was made by Commissioner Rhoads-Poston and seconded by Commissioner Bauer to deny the appeal and affirm the Director of Resource Management's decision denying Administrative Permit Application No. AD-18-02. The motion passed unanimously. (Resolution No. 4673)

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

[May 16, 2019 PC Staff Report](#)

[Attachment A - Draft Resolution](#)

[Attachment B - Parcel Map Bk 15 Pg 88](#)

[Attachment C - Restraining Order](#)

[Attachment D - Appellate Court Opinion](#)

[Attachment E - Section 28.73.30\(B\)\(6\) Standards](#)

[Attachment F - Application with 2002 Road Maintenance Agreement](#)

[Attachment G - Dixon Fire Department Letter](#)

[Attachment H - Denial Letter from Director of Resource Management](#)

[Attachment I - Ellis Appeal Request](#)

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

- A - [email from Asia Grant regarding Ellis Appeal](#)
- B - [email from Erin Ekin re Ellis Hearing](#)
- C - [email from Jennifer Nelson re Ellis appeal](#)
- D - [email from Lisa Pennington re Ellis appeal](#)
- E - [email from Ricardo Martinez re wedding venue](#)
- E - [email from Roberta Lynch re Leeanna Ellis](#)
- G - [email from Sonia Waters re Leeanna Ellis](#)
- H - [email from Stacey Sargent regarding Leeanna Ellis](#)
- I - [email from Tiffany Canerday re Ellis](#)
- J - [Letter from Marshall Foletta re AD-18-02](#)
- K - [Information submitted by Leeanna Ellis.pdf](#)

DEPARTMENT OF RESOURCE MANAGEMENT



**NOTICE OF PUBLIC HEARING
(Board of Supervisors)**

The County of Solano does not discriminate against persons with disabilities and is an accessible facility. If you wish to attend this meeting and you will require assistance in order to participate, please contact Kristine Sowards, Department of Resource Management at the address and phone number listed above at least 24 hours in advance of the event to make reasonable arrangements to ensure accessibility to this meeting.

NOTICE IS HEREBY GIVEN that the Solano County Board of Supervisors will hold a public hearing to consider an appeal of the Planning Commission's denial of Administrative Permit No. AD-18-02 of **Leeanna Ellis** for an outdoor special events facility for up to 6 events per year with up to 150 attendees. The property is located at 5580 Nicholas Lane, 2.5 miles east of the City of Vacaville in an Exclusive Agriculture "A-40" Zoning District, APN: 0141-090-250. (Project Planner: Karen Avery)

If you challenge the proposed consideration in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Board of Supervisors at, or prior to, the public hearing.

Any person wishing to comment on the project and/or review the information contained within the project file may do so at the Solano County Department of Resource Management, Planning Division, County Administration Center, 675 Texas Street, Suite 5500, Fairfield. Staff reports are available by 5:00 p.m. the Friday prior to the meeting at www.solanocounty.com under Quick Clicks, Board Meetings.

The hearing will be held in the Board of Supervisors' Chambers, County Administration Center, 1st Floor, 675 Texas Street, Fairfield on Tuesday, July 23, 2019. This item is scheduled to be heard by the Board at 2:00 p.m. or as soon thereafter as the matter may be heard. Interested persons may appear and be heard at that time.

Birgitta Corsello
Clerk of the Board of Supervisors
County of Solano, State of California

The Daily Republic - legal ad/one time – Sunday, July 7, 2019
Vacaville Reporter – legal ad/one time – Tuesday, July 9, 2019

Attachment I

Solano County Zoning Regulations:

Administrative Permits:

The County created the administrative permit process as part of the 2012 zoning ordinance update. Uses that require an administrative permit are allowed by right within the zoning district but, as explained in Section 28.101 of the Solano County Zoning Regulations, "the purpose of an administrative permit is to provide a mechanism for verifying that all standards and requirements of the use, as described in [the County Code], are met prior to the commencement of the use and can continue to be met during the operation of the use." The Director of Resource Management shall administratively approve an application for an administrative permit if all standards and requirements is to approve an application for an administrative permit, without public notice or hearing, if he/she finds that all standards and requirements specified in the County Code are satisfied. If he/she cannot make that finding, he/she must deny the application. The Director's decision on an administrative permit is ministerial, and the Director has no discretion to deviate from the objective standards and requirements identified in the Zoning Regulations.

Appeals:

Per Section 28.112 of the Zoning Regulations, the Planning Commission is to hear and decide appeals when it is alleged by the appellant that there is an error in an order, requirement, permit, decision or determination made by an administrative official in the administration or enforcement of the Solano County Zoning Regulations including decisions made by the Director on administrative permits. The Planning Commission's decision may be appealed to the Board of Supervisors.

Attachment J

Planning Division Permit History

Parcel 1 – Mendoza

Administrative Permit No. 18-03 – Request for outdoor special events facility for up to 6 events per year with up to 150 attendees. Application deemed incomplete by Planning Division and notice sent to applicant.

Parcel 2 – Fielding

Use Permit U-08-04 – Planning Commission approved May 21, 2009 for a large indoor dog kennel and cattery to be constructed in 3 phases.

Minor Revision No. 1 of U-08-04 – Zoning Administrator approved on October 20, 2016 for the use of existing outdoor kennels for up to 22 personal dogs.

Administrative Permit – AD-15-10 – approved December 10, 2015 for a 720 square foot agricultural employee housing unit.

Parcel 3 – Foletta

Use Permit – U-14-03 – Planning Commission approved September 4, 2014 for a cross country equestrian center and public stable without horse shows to be developed in two phases. This use was never fully incorporated and is not currently in operation.

Parcel 4 – Ellis

Administrative Permit No. 18-02 – Request for outdoor special events facility for up to 6 events per year with up to 150 attendees. Application denied, subject of current appeal.

Administrative Permit No. 19-07 – Request for 1944 square foot agricultural employee housing unit. Application review in process. The application was deemed incomplete.

Complaints

There has been a history of neighborhood complaints on Nicholas Lane as evidenced by the materials included in the appellant's submittal package (Attachment B). The Department of Resource Management and the Solano County Sheriff's office have been contacted regarding a variety of complaints over the last five years. There continues to be a dispute between the property owners including a civil lawsuit between multiple party's.