

Solano County

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



Agenda - Final

Tuesday, September 10, 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** **19-681** 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)

Public Employee Performance Evaluation: County Counsel

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

Library:

- 2** **19-698** Adopt and present a resolution recognizing September 2019 as Adult Literacy Awareness Month and Solano County Library Literacy Services for 25 years of service to adults in Solano County; and Present three awards, the Beth Shedden Reach Out and Read Award to Beth Shedden and Soroptimist International of Central Solano County, the Diane Robinson Lifelong Learner Award to Diane Robinson, and the Mary Undlin Volunteer Award to Yolanda DeVore and Elaine Pulido, for their dedicated service and support of literacy in Solano County (Chairwoman Hannigan)

Attachments: [A - Resolution](#)

Sheriff's Office:

- 3** **19-673** Adopt and present a resolution recognizing September 2019 as National Preparedness Month (Supervisor Brown)

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:

- 4 **19-682** Approve the minutes of the Solano County Board of Supervisors meetings of July 23, August 6 and August 13, 2019

Attachments: [A - Minutes - July 23, 2019](#)
 [B - Minutes - August 6, 2019](#)
 [C - Minutes - August 13, 2019](#)

County Administrator:

- 5 **19-630** Approve a third contract amendment with Shaw/Yoder/Antwih Inc., for State Legislative Advocacy Services for the period of January 1, 2020 through December 31, 2020, for a total amount of \$122,508, apportioned at \$84,888 annually for general, state legislative advocacy up to \$37,620 annually for advocacy services relating to the Delta and other water issues; and Delegate authority to the County Administrator to sign the contract

Attachments: [A - Third Amendment](#)
 [B - Links to Original Contract and Amendments](#)

Auditor-Controller:

- 6 **19-694** Adopt a resolution setting the property tax rates for the County of Solano, cities, schools and applicable special districts for FY2019/20

Attachments: [A - Resolution](#)
 [A1 - Exhibit 1](#)

Department of Information Technology:

- 7 **19-699** Authorize the Chief Information Officer to procure a software subscription with Xterra Solutions, Inc. for \$169,268 for annual use and maintenance of endpoint protection (anti-malware) and web filtering from Palo Alto Networks; and Authorize the Chief Information Officer to execute annual renewals that are within 10% of prior year net total amount for up to 3 years and any current year amendments that do not exceed 10% of annual subscription amount

Attachments: [A - Quote](#)

General Services:

- 8 **19-685** Approve a Notice of Completion for Vacaville Veterans Memorial Hall Improvement Project located at 549 Merchant Street in Vacaville constructed by Monley Hamlin, Inc. of Woodland; and Authorize the Clerk of the Board to record the executed Notice of Completion

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

- 9 **19-686** Approve a Notice of Completion for Sheriff Hot Water Replacement Project, Phase 1, Mechanical Room Improvements at 500 Union Avenue constructed by Division 5-15, Inc. of Gold River; and Authorize the Clerk of the Board to record the executed Notice of Completion

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

- 10 **19-688** Approve a 30 year Ground Lease Agreement with Bubba Air, LLC (David Goodhue) for a lease area of 4,800 square feet, for an initial annual rate of \$4,992, to allow construction of an aircraft hangar on the Nut Tree Airport; and Authorize the County Administrator to execute the agreement and any amendments

Attachments: [A - Ground Lease Agreement](#)
 [B - Project Location and Site Plan](#)

- 11 **19-687** Approve a Notice of Completion for Solano County Fairfield Library Boiler/Chiller Replacement Project located at 1150 Kentucky Street in Fairfield constructed by ACCO Engineered Systems, Inc. of Sacramento; and Authorize the Clerk of the Board to record the executed Notice of Completion
- Attachments: [A - Notice of Completion](#)
 [B - Summary Project Funding and Expense](#)

- 12 **19-689** Adopt a resolution authorizing acceptance of a grant offer agreement from the Federal Aviation Administration (FAA) for design of Taxiway Rehabilitations up to \$113,000; and Delegate signing authority to the County Administrator including amendments to the grant agreement to complete the project.
- Attachments: [A - Resolution](#)

Human Resources:

- 13 **19-703** Adopt a resolution approving a successor collective bargaining agreement between Solano County and Unit 19 - Executive and Senior Management represented by Professional and Technical Engineers, Local 21
- Attachments: [A - Resolution](#)
 [B - Link to MOU](#)

- 14 **19-704** Adopt a resolution amending the Alphabetical Listing of Classes and Salaries for the unrepresented employees of Unit 30 (Confidential Employees), Unit 62 (Senior Management Employees) and Unit 61 (Executive Management Employees); and Adopt a resolution amending the Personnel and Salary Resolution
- Attachments: [A - Resolution - Alpha Listing of Classes & Salaries](#)
 [B - Redlined Changes to PSR](#)
 [C - Resolution - PSR](#)

- 15 **19-706** Adopt a resolution to amend the List of Numbers and Classifications of Positions to reclassify 1.0 FTE Human Resources Analyst (Principal) to 1.0 FTE Equal Employment Opportunity (EEO) Officer; and Adopt a resolution to amend the Alphabetical Listing of Classes and Salaries by establishing a wage for Equal Employment Opportunity (EEO) Officer
- Attachments: [A - Resolution - Numbers and Classifications](#)
 [B - Resolution - Alpha Listing of Classes & Salaries](#)

Treasurer-Tax Collector-County Clerk:

- 16 **19-665** Approve a contract with First Corporate Solutions Inc. in the amount of \$60,000 for 3 years, with options for 2 additional years at \$20,000 each, for a total not-to-exceed \$100,000 for the term of January 13, 2020 to January 12, 2023, to conduct parties of interest research related to tax sales; and Authorize the County Treasurer-Tax Collector-County Clerk to execute the contract and sign amendments for extensions as outlined in the agreement

Attachments: [A - Link to Contract](#)

[B - Kern County Agreement](#)

- 17 **19-690** Adopt an ordinance amending Chapter 11 Article II of the Solano County Code relating to Transient Occupancy Tax

Attachments: [A - Ordinance](#)

CRIMINAL JUSTICESheriff's Office:

- 18 **19-674** Receive the Sheriff's Inmate Welfare Fund Report of Expenditures for Fiscal Year ending June 30, 2019

Attachments: [A - IWF FY2018/19 Statement](#)

[B - IWF FY2018/19 Expenditures](#)

- 19 **19-676** Approve an agreement with the California Department of Health Care Services to participate in the FY2019/20 Medi-Cal County Inmate Program with a maximum reimbursable amount not to exceed \$604,282; Authorize the County Administrator to sign the agreement and any amendments including changes to terms and conditions and scope of services, with concurrence from County Counsel; and Authorize the Sheriff or his designee to execute contract amendments which are technical and administrative in nature and remain within budget appropriations

Attachments: [A - Agreement](#)

- 20** **19-683** Adopt a resolution approving participation in the Federal Emergency Management Agency funded Hazard Mitigation Grant Program for the period of June 20, 2019 through June 20, 2021 and authorizing the Sheriff or his designees, pending County Counsel concurrence, to execute any actions necessary for the purpose of obtaining federal financial assistance through this grant; Approve an Appropriation Transfer Request (ATR) of \$197,032 to recognize the unanticipated grant revenue and related appropriations to update the Solano Operational Area's Multi-Jurisdictional Local Hazard Mitigation Plan (4/5 vote required); and Authorize the Sheriff or his designees to execute any service contracts and subsequent amendments necessary to fulfill the County's responsibilities under the Hazard Mitigation Grant Program and which remain within budgeted appropriations

Attachments: [A - Resolution](#)

[B - Mitigation Goals & Objectives Table](#)

- 21** **19-695** Approve a Grant Property Transfer Agreement with the City and County of San Francisco's Department of Emergency Management to accept the transfer of radiological detection equipment, with an original cost of \$42,535 previously purchased with Department of Homeland Security Urban Areas Security Initiative funds by the Bay Area Urban Areas Security Initiative Group; Authorize Solano County's Emergency Services Manager to execute the Agreement; and Approve Appropriations Transfer Requests (ATRs) totaling \$39,497 to increase appropriations to record the equipment transfer based on fair market value of the equipment and recognize unanticipated donated revenue (4/5 vote required)

Attachments: [A - BAUASI Property Transfer Agreement](#)

LAND USE/TRANSPORTATION

Resource Management:

- 22** **19-680** Adopt a resolution accepting the dedication of 0.11 acres of right of way easement for public roadway and public utility purposes on Poplar Road for Minor Subdivision MS-18-03 (Schroeter)

Attachments: [A - Map](#)

[B - Resolution](#)

REGULAR CALENDAR

Rescheduled Consent Items

Consider the following:

- A)
- B)
- C)

OTHER

East Vallejo Fire Protection District:

- 23 **19-678** Conduct Quarterly Meeting of the East Vallejo Fire Protection District Board of Directors

GENERAL GOVERNMENT

General Services:

- 24 **19-691** Consider approving a Program Development Agreement with ENGIE Services U.S. (ENGIE) for integrated energy assessment services and identification of potential energy conservation and generation measures at Solano County facilities; Consider approving an Appropriations Transfer Request (ATR) of \$85,000 to move existing appropriations within the Accumulated Capital Outlay Fund previously funded by General Fund Capital Renewal Reserve to Project Budget; and Consider authorizing the County Administrator, or designee, to execute the agreement and any amendments within the approved budget

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

LAND USE/TRANSPORTATIONResource Management:

- 25** **19-605** Consider authorizing the submittal of Letters of Interest to the Association of Bay Area Governments to propose the Cache Slough area and the Grizzly Island Road corridor as new Priority Conservation Areas and a boundary adjustment to the Tri City and County Cooperative Planning Area Priority Conservation Area (Continued from the August 27, 2019 meeting)

Attachments: [A - Map of Cache Slough Region](#)
 [B - Map of Grizzly Island Road](#)
 [C - Map of Tri City PCA Boundary Expansion](#)
 [D - Map of Existing PCAs](#)
 [E - August 27, 2019 Minute Order](#)

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

To the Board of Supervisors special meeting of September 14, 2019 at 8:00 A.M., Board Chambers, 675 Texas Street, Fairfield, CA



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Agenda Submittal

Agenda #:	1	Status:	Closed Session
Type:	Closed Session	Department:	County Counsel
File #:	19-681	Contact:	Bernadette Curry, 784-6151
Agenda date:	09/10/2019	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)

Public Employee Performance Evaluation: County Counsel

Governing body: Board of Supervisors

District: All

Attachments: A - Memorandum

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

CLOSED SESSION MEMO

- A. LICENSE/PERMIT DETERMINATION (GC § 54956.7)
 - a. Number of applicants:_____
- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (GC § 54956.8)
 - a.
- C. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
 - a.
- D. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC § 54956.9)
 - a. Significant exposure to litigation pursuant to GC § 54956.9 (b):
 - b. Initiation of litigation pursuant to GC § 54956.9(c):
- E. LIABILITY CLAIMS-JOINT POWERS AUTHORITY (GC § 54956.95)
 - a. Claimant:_____
 - b. Agency against whom claim filed:_____
- F. THREAT TO PUBLIC SERVICES OR FACILITIES (GC § 54957)
 - a. Consultation with:_____
- G. PUBLIC EMPLOYEE APPOINTMENT
 - a. Title:
- H. PUBLIC EMPLOYMENT (GC § 54957)
 - a. Title:
- I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC § 54957)
 - a. Title: County Counsel
- 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.)



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Agenda Submittal

Agenda #:	2	Status:	Presentation
Type:	Resolution-Presentation	Department:	Library
File #:	19-698	Contact:	Bonnie Katz, 784-1500
Agenda date:	09/10/2019	Final Action:	
Title:	Adopt and present a resolution recognizing September 2019 as Adult Literacy Awareness Month and Solano County Library Literacy Services for 25 years of service to adults in Solano County; and Present three awards, the Beth Shedden Reach Out and Read Award to Beth Shedden and Soroptimist International of Central Solano County, the Diane Robinson Lifelong Learner Award to Diane Robinson, and the Mary Undlin Volunteer Award to Yolanda DeVore and Elaine Pulido, for their dedicated service and support of literacy in Solano County (Chairwoman Hannigan)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
Published Notice Required?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Public Hearing Required?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

DEPARTMENTAL RECOMMENDATION:

The Department of Library Services (Library) recommends the Board adopt and present a resolution recognizing September 2019 as Adult Literacy Awareness Month and Solano County Library Literacy Services for 25 years of service to adults in Solano County; and present three awards, the Beth Shedden Reach Out and Read Award to Beth Shedden and Soroptimist International of Central Solano County, the Diane Robinson Lifelong Learner Award to Diane Robinson, and the Mary Undlin Volunteer Award to Yolanda DeVore and Elaine Pulido, for their dedicated service and support of literacy in Solano County.

SUMMARY/DISCUSSION:

Recognizing September as Adult Literacy Awareness Month helps bring attention to the ongoing need to raise awareness about literacy services in Solano County and help adults receive the tools they need to reach their full potential.

Solano County Library Literacy Services provides free basic literacy, English as a Second Language, Career Online High School diplomas, and Family Literacy activities to adults in Solano County. For 25 years, the program has recruited and trained volunteers to work with adults one-to-one or in small groups to help them reach their educational goals, provided books to pediatric clinics to help healthcare providers train parents on the importance of early literacy, and provided materials and opportunities for families to create a legacy of strong literacy skills.

"Low literacy costs the nation more than two hundred billion dollars each year in lost productivity, as well as an

additional one to two billion in health and safety issues,” according to ProLiteracy a national organization to promote and raise literacy awareness. “Every dollar spent on adult literacy and education provides returns to the community through higher employment, added tax revenues, reduced welfare payments, and less crime.”

Solano County Library Adult Literacy Services recognizes that literacy is an integral component of a healthy and productive community and that having the tools needed to communicate successfully with others has a great impact on the ability for an adult to participate fully in their community.

In recognition of the 25th Anniversary of the adult literacy program in Solano County, Solano County Library Literacy Services recognizes the first recipients of three very special perpetual awards. Plaques with the honorees names will hang at the Fairfield Civic Center Library.

The Beth Shedden Reach Out and Read Award recognizes an outstanding volunteer, medical provider or clinic for their efforts on behalf of literacy promotion in Solano County as part of the Reach Out and Read Pediatric Literacy Program.

The inaugural award recognizes Beth Shedden for her support and ongoing promotion of Reach Out and Read and literacy in Solano County for many years. Beth has been a longtime champion of Reach Out and Read and tirelessly works to ensure that children have access to books and are exposed to the joys of reading, and Soroptimist International of Central Solano County for demonstrating the values of literacy promotion and the joy of reading through their consistent financial contributions to the Reach Out and Read Program.

The Diane Robinson Lifelong Learner Award recognizes a literacy student for ongoing dedication to learning. The inaugural recipient of the award is Diane Robinson. Diane continually seeks opportunities to advance her skills. She pays it forward by encouraging and mentoring other students with a positive attitude and consistently takes on leadership roles within the student community ensuring that student voices are heard.

The Mary Undlin Volunteer Award recognizes a volunteer for their work supporting their student(s) and literacy in Solano County by going over and above the duties asked of them, advocating for the learners they help, having an unshakeable belief in their students, giving them confidence and helping them to excel by being kind, positive and patient.

The award is named after Mary Undlin in recognition of the time and energy she devoted to the literacy program. Mary filled many roles within literacy, she was a tutor, volunteer, mentor for others and public advocate for literacy, before her passing.

The recipients of the 2019 Mary Undlin Volunteer Award are Yolanda DeVore and Elaine Pulido.

Yolanda DeVore will be celebrating her 20th anniversary with the literacy program this upcoming year and has at one point or another served in every volunteer or tutor position available in Solano County Library Literacy Services. She is always a resource to her students because she is consistently open to learning new things herself and always does her best to make sure the needs of her students are met. Some of Yolanda’s first students have themselves, taken on student leadership roles in the literacy program.

Tutor Elaine Pulido has been with the literacy program for 12 years. Elaine works to make sure that her students are aware of all of the resources available to them and encourages them to develop skills they need to achieve their goals. She is always willing to answer the call when staff asks her to volunteer in other roles.

FINANCIAL IMPACT:

The costs associated with the agenda item and for the purchase of the plaques are included in the department’s FY2019/20 Adopted Budget. The Library is funded entirely through property and sales tax

revenue. The costs associated with preparation and purchase of the resolution materials are included in the Board's FY2019/20 Adopted Budget.

ALTERNATIVES:

The Board may choose not to adopt this resolution. This is not recommended because acknowledgment of September 2019 as Adult Literacy Awareness Month and recognition of 25 years of adult literacy services provides an opportunity to inform and educate the community about literacy in Solano County.

OTHER AGENCY INVOLVEMENT:

There is no other agency involvement.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2019 –

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING SEPTEMBER 2019 AS ADULT LITERACY AWARENESS MONTH, ACKNOWLEDGING 25 YEARS OF LITERACY SERVICES IN SOLANO COUNTY, AND RECOGNIZING LITERACY STUDENTS, TUTORS AND SUPPORTERS

WHEREAS, it is increasingly evident that our County's greatest resource is its people, and the ability to read, write and communicate effectively affects each individual's ability to participate fully in the social, political, and economic life of our County; and

WHEREAS, approximately 60,000 or 20% of the adult residents of Solano County are considered functionally illiterate, lacking basic literacy skills, and an additional 32% of Solano adults are considered marginally illiterate bringing the total of adults to over 50% of our adult population who struggle with reading, writing and speaking, and need help building their skills to achieve their goals and participate fully in the benefits and opportunities in our community; and

WHEREAS, 2019 marks the 25th year that volunteers of Solano County Library Literacy Services have helped hundreds of adults annually to improve their basic literacy skills and pursue opportunities for lifelong learning; and

WHEREAS, Solano County Library Literacy Services wishes to recognize those that support literacy in Solano County by volunteering their time, financial support, or work to continue improving their own skills, and have created annual awards to recognize those who have provided outstanding contributions to literacy in the County; and

WHEREAS, the Beth Shedden Reach Out and Read Award recognizes an outstanding volunteer, medical provider or clinic for their efforts on behalf of literacy promotion in Solano County and is awarded to Beth Shedden for her untiring and ongoing promotion of literacy in Solano County for many years, and Soroptimist International of Central Solano for their consistent financial contributions to the Reach Out and Read Program; and

WHEREAS, the Diane Robinson Lifelong Learner Award recognizes a literacy student for ongoing or dedication to learning and is being presented to Diane Robinson for her ongoing efforts to learning, achieving her goals and support of other literacy students; and

WHEREAS, the Mary Undlin Volunteer Award recognizes a volunteer for their work supporting their student(s) and literacy in Solano County and is being presented to tutors Elaine Pulido and Yolanda DeVore for their years of volunteer service and the contributions they have made to helping many students learn to read and achieve their personal goals.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors does hereby recognize September 2019 as "Adult Literacy Awareness Month" in Solano County and congratulates Solano County Library Literacy Services for providing 25 years of literacy services to the community.

Dated this 10th day of September 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:	Sheriff's Office
File #:	19-673	Contact:	Don Ryan, 784-1616
Agenda date:	09/10/2019	Final Action:	
Title:	Adopt and present a resolution recognizing September 2019 as National Preparedness Month (Supervisor Brown)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Sheriff recommends that the Board of Supervisors adopt and present a resolution recognizing September 2019 as National Preparedness Month.

SUMMARY/DISCUSSION:

National Preparedness Month is a nationwide effort held each September to encourage Americans to take simple steps to prepare for emergencies in their homes, businesses and schools. The goal of National Preparedness Month is to increase public awareness about the importance of preparing for emergencies and to encourage individuals to take action. Recognizing September as National Preparedness Month also complements the Board's priority of addressing emergency preparedness.

This year, the Solano County Office of Emergency Services (OES), a unit within the Sheriff's Office, will continue some of the successful activities conducted in past years. The County's partnership with KUIC FM 95.3, a local radio station, supports year-round public service announcements to promote preparedness, informs the public on ways to prepare for emergencies, and provides up-to-date announcements in an emergency situation.

National Preparedness Month is recognized by all cities in Solano County. These cities, working along with OES, disseminate emergency preparedness information. Through the use of grant funding, Community Emergency Response Teams (CERT) in Benicia, Fairfield, Rio Vista, Suisun, Vacaville, and Vallejo are also an important link for OES and local cities to support emergency preparedness efforts.

In the past year, OES has:

- Deployed over 40 employees and volunteers to the Butte County Fire to direct the search for victims and clearing the missing persons list from thousands to less than 200 in three days;

- Promoted Alert Solano which allows citizens to opt-in to emergency notifications specific to their residences, places of work, and schools. Subscribers have tripled to more than 18,600 people countywide;
- Expanded the radio core used in the County's Communications Center to allow all local agency communications centers to connect, improving interoperability in the region;
- Replaced the Computer Aided Dispatch software in the County's Communications Center with a system that allows for improved data sharing between the County and cities during emergencies;
- Worked closely with the County Public Information Officer to provide short Public Safety Power Shutoff preparedness videos and live social media content to explain the program while mitigating the effects of extended power outages;
- Participated in, and hosted, trainings and exercises for County and city staff to improve readiness for disaster response;
- Continued to host a monthly communications meeting in the Office of Emergency Services to foster radio interoperability and coordinate the integration of new technologies available to dispatch centers and communicators; and
- Managed the deployment of fire, law, and emergency management mutual aid to surrounding counties and cities in response to calls for assistance and statewide requirements for equipment and personnel.

Additional information on preparedness can be obtained online at:

- www.solanocounty.com/oes <<http://www.solanocounty.com/oes>>
- www.ready.gov <<http://www.ready.gov>>

FINANCIAL IMPACT:

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

ALTERNATIVES:

The Board of Supervisors could choose not to adopt the attached resolution; however, this alternative is not recommended since non-adoption by the Board will not increase awareness about the importance of preparing for, nor encourage individuals to take action in, emergencies.

OTHER AGENCY INVOLVEMENT:

Agencies and cities throughout the County will continue to work collaboratively to disseminate emergency preparedness information to the public.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2019 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING SEPTEMBER 2019 AS NATIONAL PREPAREDNESS MONTH IN SOLANO COUNTY

WHEREAS, National Preparedness Month is a nationwide effort held each September; and

WHEREAS, the goal of National Preparedness Month is to increase public awareness about the importance of being prepared for a full range of emergencies and encourage citizens to take action to strengthen the security and resiliency of our communities, families and businesses, the Solano County Office of Emergency Services is coordinating its efforts with all cities in Solano County to bring the same vital message of disaster preparedness to all; and

WHEREAS, the Federal Emergency Management Agency and the American Red Cross, to name a few, will work with a wide variety of organizations, including local, State and Federal government agencies and the private sector, to highlight the importance of emergency preparedness and to promote individual involvement through events and activities across the nation; and

WHEREAS, the citizens of Solano County should join with citizens across the nation to ensure action is taken, including accessing disaster preparedness information readily available at the Office of Emergency Services on the County's web site and to get involved with organizations and service clubs.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors, on behalf of the citizens of Solano County, hereby recognizes the month of September 2019 as "National Preparedness Month."

BE IT FURTHER RESOLVED, that the County of Solano will continue to participate in efforts that ensure its residents have an integrated disaster response capability so all County and City emergency responders and the general public can work together effectively in a crisis.

Dated this 10th day of September, 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:	Consent Calendar
Type:	Minutes	Department:	Clerk of the Board of Supervisors
File #:	19-682	Contact:	Jeanette Neiger, 784-6125
Agenda date:	09/10/2019	Final Action:	
Title:	Approve the minutes of the Solano County Board of Supervisors meetings of July 23, August 6 and August 13, 2019		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Minutes - July 23, 2019, B - Minutes - August 6, 2019, C - Minutes - August 13, 2019		

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

Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

Presented for your approval are the minutes of the Solano County Board of Supervisors meetings of July 23, August 6 and August 13, 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, July 23, 2019

8:30 AM

Board of Supervisors Chambers

CALL TO ORDER

The Solano County Board of Supervisors met on the 23rd day of July, 2019 in regular session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 8:30 A.M. Present were Supervisors Brown, Spering, Vasquez, Thomson and Chairwoman Hannigan. Chairwoman Hannigan presided. Also present were County Administrator Birgitta E. Corsello and County Counsel Bernadette S. Curry.

ROLL CALL

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

CLOSED SESSION

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

- 1 [19-524](#) 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

This meeting of the Solano County Board of Supervisors reconvened at 9:03 A.M. All members were present and Chairwoman Hannigan presided.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

County Counsel Bernadette Curry advised that there were no reports from Closed Session.

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

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

PRESENTATIONS

- 2 [19-450](#) 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](#)
 [Adopted Resolution](#)
 [Minute Order](#)
- On motion of Supervisor Spering, seconded by Supervisor Vasquez, the Board adopted and presented Resolution No. 2019-142 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. So ordered by 5-0 vote. (See Resolution Book)**
- Enactment No: Resolution 2019-142**
- 3 [19-526](#) Adopt and present a resolution declaring August 2019 as World Breastfeeding Week in Solano County (Chairwoman Hannigan)
- Attachments:* [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)
- On motion of Chairwoman Hannigan, seconded by Supervisor Brown, the Board adopted and presented Resolution No. 2019-143 declaring August 1-7, 2019 as World Breastfeeding Week in Solano County. So ordered by 5-0 vote. (See Resolution Book)**
- Enactment No: Resolution 2019-143**
- 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](#)
 [Adopted Resolution](#)
 [Minute Order](#)
- On motion of Supervisor Thomson, seconded by Supervisor Spering, the Board adopted and presented Resolution No. 2019-144 recognizing July 21 through July 27, 2019 as Probation and Community Supervision Week. So ordered by 5-0 vote. (See Resolution Book)**
- Enactment No: Resolution 2019-144**

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, Jr., Suisun City, commented on conundrums of socialism.

B) Chris Rogers, Senior Management Analyst, introduced new Agricultural Commissioner/Sealer of Weights and Measures Ed King.

Chairwoman Hannigan thanked Interim Agricultural Commissioner/Sealer of Weights and Measures Jose Arriaga for his service.

Supervisor Vasquez and Supervisor Brown also thanked Mr. Arriaga for his service.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There were no additions to or deletions from the Solano County Board of Supervisors' agenda for July 23, 2019.

APPROVAL OF THE AGENDA

On motion of Supervisor Vasquez, seconded by Supervisor Spering, the Board approved the agenda of the Solano County Board of Supervisors for July 23, 2019 as submitted. So ordered by 5-0 vote.

PUBLIC COMMENT ON CONSENT CALENDAR

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

Supervisor Thomson requested that Item 18 be moved to the Regular Calendar for discussion.

APPROVAL OF THE CONSENT CALENDAR

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

CONSENT CALENDAR

- 5** **[19-573](#)** Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors

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

Received and Filed

- 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](#)
 [Approved Minutes - May 14, 2019](#)
 [Approved Minutes - May 17, 2019](#)
 [Approved Minutes - May 18, 2019](#)
 [Approved Minutes - May 21, 2019](#)
 [Minute Order](#)

Approved

- 7 [19-562](#) Accept the Auditor-Controller's Office selection of Emmie Patenia for "Employee of the Month" for August 2019

Attachments: [Minute Order](#)

Accepted

- 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](#)
 [Executed Agreement - Cannon Design](#)
 [Executed Agreement - Dreyfuss Blackford](#)
 [Executed Agreement - Salas O'Brien](#)
 [Minute Order](#)

Approved

- 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](#)
 [Executed Contract](#)
 [Minute Order](#)

Approved

- 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](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019-145

- 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](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019-146

- 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](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019-147

- 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

Attachments: [Minute Order](#)

Approved

- 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](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019-148

- 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](#)
 [Minute Order](#)

Approved

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](#)
 [Executed Contract](#)
 [Minute Order](#)

Approved

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](#)
 [Executed Contract](#)
 [Minute Order](#)

Approved

MISCELLANEOUS ITEMS

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](#)

Approved

REGULAR CALENDAR

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](#)
 [Executed Contract](#)
 [Minute Order](#)

Supervisor Thomson commented on impacts to the County's General Fund.

Emergency Manager Don Ryan indicated that the General Fund would be used to pay for the contract until other agencies came on board and provided reimbursement through future cost-sharing agreements.

In response to questions from Supervisor Thomson, Mr. Ryan commented on the need for the agreement. County Administrator Birgitta Corsello provided information on the equipment's capacity and noted that she approved of the agreement.

Supervisor Vasquez commented on all the work done to improve and solve radio interoperability. He advised that it was imperative to move forward.

Mr. Ryan noted that a combination of grant funds and General Fund were being used to increase coverage across the county.

In response to a question from Chairwoman Hannigan, Mr. Ryan provided an update on a current fire in Napa.

On motion of Supervisor Thomson, seconded by Supervisor Vasquez, the Board approved 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; Delegated 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 Authorized the Sheriff to execute contract amendments which are technical and administrative in nature and remain within budget appropriations. So ordered by 5-0 vote.

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](#)

[Adopted Resolution](#)

[Minute Order](#)

Director of Resource Management Bill Emlen introduced the item.

Engineering Manager Matt Tuggle provided an overview of the item.

In request to questions from Supervisor Vasquez, Consultant Mike Lango noted that the property would belong to the County and that there were no known encumbrances. County Counsel Bernadette Curry provided information on the purpose of the agreement.

Supervisor Sperring commented on the need to add language that the property was to be held specifically for Highway 37 improvements.

Ms. Corsello thanked Mr. Lango for his efforts.

On motion of Supervisor Sperring, seconded by Supervisor Thomson, the Board adopted Resolution No. 2019 - 149 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; Authorized 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; To transfer title to the property upon request for use with the Resilient SR 37 program; and Directed that the property was to be held specifically for SR 37 improvements. So ordered by 5-0 vote. (see Resolution Book)

Enactment No: Resolution 2019-149

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](#)

[Adopted Agreement](#)

[Adopted Resolution](#)

[Minute Order](#)

MedMark Treatment Center representatives Raymond Courtemanche and

Sheriff's Office Program Services Manager Renee Smith introduced the item.

Solano Opioid Safety Coalition Member Nancy Calvo provided an overview of the item.

Chairwoman Hannigan commented on the number of opioid prescriptions made and asked if there was a way to identify one-time prescriptions from ongoing prescriptions.

Ms. Calvo provided information on reporting of prescriptions.

Chairwoman Hannigan commented on individuals that were in constant need of pain medications due to illness.

MedMark Physician Christina Kinnevey provided information on reporting of prescriptions noting that some data extrapolation could be done but not to identify occasional verses ongoing prescriptions.

Chairwoman Hannigan commented on the need to be cognizant of individuals who are long term opioid users.

Ms. Calvo commented on efforts by prescribing community partners to work on their policies for prescribing opioids.

Dr. Kinnevey noted that the number of morphine prescriptions in the County was also being looked into.

Chairwoman Hannigan commented on the need to look at the actual numbers.

Supervisor Vasquez commented on accountability and the need to determine the numbers in order to raise awareness and to place responsibility on prescribers for prescribing opioids and the federal government for regulating it.

Medmark Coordinator Raymond Courtemanche provided information on the agency's MAT program.

Ms. Smith provided information on the roles of Medmark and Wellpath and the Sheriff's Office employees in the one-year MAT Program pilot.

In response to a question from Chairwoman Hannigan, Ms. Smith advised that the current healthcare provider in the jails was Wellpath.

On motion of Supervisor Vasquez, seconded by Supervisor Thomson, the Board received a presentation from the Sheriff's Office and approved a Medication Assisted Treatment (MAT) Program that will be offered in the Solano County jails; Authorized 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; Approved, and authorized 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; Approved 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 Adopted Resolution No. 2019 - 150 amending the position allocation list to add 1.0 FTE Limited-term Mental Health Clinician (Licensed) to coordinate the Medication Assisted Treatment program. So ordered by 5-0 vote. (see Resolution Book)

Enactment No: Resolution 2019-150

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](#)

[Adopted Resolution - Fairfield Suisun](#)

[Adopted Resolution - Vallejo](#)

[Adopted Resolution - VV, Dixon, Elmira](#)

[Minute Order](#)

Supervisor Vasquez noted that this was an annual item and asked if all three resolutions could be adopted under one action.

County Counsel Bernadette Curry advised that the motion must state that all resolutions were being adopted.

Chairwoman Hannigan opened the public hearing.

Dave Daly provided an overview of the item and advised that updated lists of delinquent accounts.

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

Chairwoman Hannigan closed the public hearing.

On motion of Supervisor Vasquez, seconded by Supervisor Spering, the Board adopted Resolution No. 2019-151 through Resolution No. 2019 - 153 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. So ordered by 5-0 vote. (see Resolution Book)

Enactment No: Resolution 2019-151 through Resolution 2019-153

23

[19-539](#)

(Continued from the July 23, 2019 meeting) 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 6, 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 Notices](#)
 [F - Accessory Dwelling Unit \(ADU\) Information](#)
 [G - Minute Order - July 23, 2019](#)
 [Minute Order](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Budget Officer Ian Goldberg introduced the item.

Chairwoman Hannigan opened the public hearing.

Mr. Goldberg advised that a request for a delay in the board action was received from one agency as they had not received a notice of the item as they had requested.

Economic & Planning Systems, Inc. (EPS) Principal Ashleigh Kanat, EPS Associate Anisha Gade and Mr. Goldberg provided an overview of the item.

In response to questions from Chairwoman Hannigan, Ms. Kanat provided information on impact fees in comparison to other counties and cities.

Chairwoman Hannigan commented on fees for accessory dwelling units.

Ms. Kanat noted that the focus was on single family residential units and advised that the fee for ADUs was well below the single family unit fee.

Chairwoman Hannigan commented on ADUs in unincorporated areas and on the current housing crisis. She suggested looking at reducing fees for ADUs that house seniors or unemployed individuals.

Ms. Kanat advised that there were jurisdictions that were making accommodations or waiving fees for ADUs.

Chairwoman Hannigan asked if it was possible to separate the ADU fees into categories based on the square footage size of the ADU.

Ms. Kanat noted that this was something that could be looked at. She noted that a median size of an ADU could be determined and then fee tiers could be created based on the size of the unit.

County Administrator Birgitta Corsello advised that it was a policy decision of the Board on whether to do this. She provided information on the current Administrative Permit requirements for ADUs. She noted that she did not recommend dropping the total fee due to large second units with multiple bedrooms and required services for those units.

Chairwoman Hannigan requested that this be looked into.

Supervisor Brown commented on the impact fees and asked if they were a building permit fee.

Ms. Kanat advised that the fees were used to fund capital facilities and new improvements.

Supervisor Brown asked if the impact fees applied to the unincorporated areas or to the whole county.

Ms. Corsello provided a history of the impact fees, noting that the fees were countywide and were added on to the building permit. She noted that the cities collected the fees and passed it on to the County.

Supervisor Brown commented on challenges made to the impact fees.

Ms. Kanat noted that the fee was charged to new development only to address impacts of the new development.

Ms. Corsello advised that there were contractors that did not want to pay fees and noted that the Board had never waived the fee because it was the only means to help pay for capital improvements.

Supervisor Thomson commented in agreement to looking at the fee for ADUs and on the need to look at ways to reduce the cost of housing.

Chairwoman Hannigan provided information about a constituent that was building a 300 square foot ADU and was paying the fee.

Supervisor Vasquez commented on the history of Proposition 13 and the creation of the impact fees. He then commented on the current Maintenance Of Effort that the County paid for the court facilities. He advised that he agreed with approving the proposed fees and looking at separating the ADU fees based on size.

In response to comments and questions from Supervisor Vasquez, Engineering Manager Matt Tuggle provided information on a credit for ADUs that were less than 1,000 square feet in the English Hills Zone of Benefit.

Supervisor Vasquez advised that this was because of the road impact fee that was already being paid.

In response to a question from Chairwoman Hannigan, Mr. Tuggle provided information on transportation impacts of the number of individuals in a residence. Supervisor Vasquez commented on impacts on septic and roads. Ms. Corsello advised that the smallest standard for an ADU had been 800 square feet and the largest currently was in the 2,000 square feet range. She noted that the rules had changed in regard to this depending on the state building code or state housing code changes. She advised that this fee was a County fee that would affect the cities.

Chairwoman Hannigan commented on looking at other nearby counties that separated the ADUs by square footage.

Supervisor Vasquez noted that other counties built housing in the unincorporated areas and had a bigger resource of revenues.

Chairwoman Hannigan noted that she was suggesting the separation of ADU fees into categories to recognize the impacts of new housing through the fee structure.

Supervisor Vasquez commented that the City of Vallejo fees should be comparable to the County fee.

Mr. Goldberg advised that fees were approximately the same between the County and the City of Vallejo.

Chairwoman Hannigan asked that staff come back with what the city fees were in comparison to the County's fees.

Mr. Goldberg advised that staff would look at this and bring recommendations and options back to the Board. He then provided information on the number of permits issued countywide in the previous periods.

Supervisor Vasquez advised that it was important to note that the fees being proposed were less than the maximum that could be charged. He advised caution to the Board on how a reduced fee is structured and that the justification on how the fees came about should be well presented.

Supervisor Spering commented against reducing ADU fees. He then commented on the design of streets for a certain amount of residences and individuals. He noted that adding more than 50% of square footage to a home required updating of the home's septic system. He advised that these types of restrictions were discouraging and needed to be looked at. He noted that lowering the fees could make it problematic and advised that the city mayors were considering asking the County to index fees on a regular basis, which would increase the fees. He advised that it was shortsighted to lower any of the fees and requested that the County codes be reviewed with regard to the impact fees in the future.

Mr. Goldberg provided information on public outreach and requested that the Board continue the item to the August 6, 2019 Board meeting for staff to look at the requests of the Board and to provide some options based on the current request. He noted that the effective date of the fees would also be changing to 60 days following the Board's adoption.

Supervisor Vasquez advised that the presentation did not need to be made again on August 6th.

In response to a question from Supervisor Spering, STA Executive Director Daryl Halls provided information on returns in investment from leveraging the RTIF (Regional Transportation Impact Fee) component.

Supervisor Spering noted that the modest fee had generated almost \$40 million dollars.

Chairwoman Hannigan continued the item to August 6th at 9 AM or as soonest thereafter.

Continued

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 Jacqueline Davis, an active member of the Fairfield community.

B. Supervisor Brown requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Clara McLaughlin, an active member of the Fairfield community.

C. Supervisor Brown requested a progress update on the light conversion in Homeacres and a future discussion about the Home Enterprise kitchens in Solano County.

D. Supervisor Vasquez advised that he would provide his comments after the afternoon session.

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

RECESS

This meeting of the Solano County Board of Supervisors recessed at 11:27 A.M. and reconvened at 2:00 P.M. Chairwoman Hannigan was excused and Vice-Chair Brown presided.

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](#)

[Minute Order](#)

Director of Resource Management Bill Emlen noted that staff had received a request from the appellant for a continuance. He advised that staff was recommending a continuance to the August 27, 2019 Board meeting at 2 PM.

In response to a question from Supervisor Vasquez, Mr. Emlen noted that there was a potential that new information had not been seen by the Planning Commission. Deputy County Counsel Jim Laughlin advised that new information could be considered.

Supervisor Vasquez recommended that staff go ahead with the presentation, that the Board hear from the public present and then continue the hearing to a date certain.

Supervisor Thomson recommended that the Board hear from the public and continue the hearing to a date certain.

Vice-Chair Brown opened the public hearing.

Senior Planner Karen Avery provided an overview of the item.

In response to questions from Supervisor Vasquez, Ms. Avery provided information on the creation of Nicholas Lane. Mr. Emlen noted that one of the reasons a continuance was being recommended was because of a road agreement and advised that the quality of the road was also an issue. Mr. Laughlin noted that there were provisions in the road agreement that pertained to maintenance of the road and provided information on the history of the property and agreement. He then noted that the agreement ran with the property.

County Counsel Bernadette Curry commented that staff was recommending that the item be continued and noted that the public speakers had the opportunity to speak now and also at the continued hearing.

Vice-Chair Brown invited members of the public to address the Board on this matter and the following comments were received:

A) Karen Tieseler, Dixon, commented on concerns with the conditions of the road and issues of Amazon delivery trucks trespassing on her property when delivering to the Ellis property.

Supervisor Vasquez asked if the Amazon trucks were using the SID (Solano Irrigation District) canal road. Ms. Tieseler affirmed that they were and advised that she had asked SID to close the gate on the road but noted that SID had only placed a No Trespassing sign on the Nicholas Lane side of the road.

B) George Guynn, Jr., Suisun City, commented on a newspaper article regarding issues with a puppy mill at a former property belonging to the appellants.

C) Marshall Foletta, Dixon, requested that another date be chosen as he would be out of the country.

Ms. Corsello advised that the first meeting that all five board members would be present was the September 24, 2019 meeting.

In response to questions from Supervisor Spering, Leeanna Ellis noted that she was requesting a continuance of the appeal due to many moving parts given civil litigation over the easement and updates to the road. She advised that she was planning to have the fire marshal re-evaluate the road to ensure a clear understanding about public access. She commented on ambiguity regarding where Nicholas Lane was and on depositions from the ongoing civil case.

Supervisor Thomson commented that the hearing should be continued until everyone was ready to appear before the Board.

Ms. Curry asked if the September 24th date worked for the applicant.

Ms. Ellis noted that the date did work for her.

Vice-Chair Brown noted that the continued hearing would be at 2 P.M. on September 24th before the entire Board.

In response to a question from Supervisor Spering, Mr. Emlen advised that staff was keeping an open mind on the situation due to complexities of the current civil litigation and that it remained to be seen as to whether the recommendation from staff would change.

It was the consensus of the Board to continue the hearing to 2 P.M. on September 24, 2019.

Continued

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

Vice-Brown noted that Supervisor Vasquez had requested to share his adjournments after the afternoon session. The following comments were received:

A. Supervisor Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Jerry Bowen, an active member of the Vacaville community.

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

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

ADJOURN:

This meeting of the Solano County Board of Supervisors adjourned at 2:33 P.M. in memory of Jacqueline Davis, Clara McLaughlin, Steve Blanchard Jerry Bowen, Patricia Bradanini and Juanita C. Garcia. Next meeting of the Solano County Board of Supervisors will be August 6, 2019 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, California.

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By

Jeanette Neiger, Chief Deputy Clerk



Solano County

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Minutes - Draft Board of Supervisors

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

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

Tuesday, August 6, 2019

8:30 AM

Board of Supervisors Chambers

CALL TO ORDER

The Solano County Board of Supervisors met on the 6th day of August, 2019 in regular session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 8:30 A.M. Present were Supervisors Brown, Spering, Vasquez, Thomson and Chairwoman Hannigan. Chairwoman Hannigan presided. Also present were County Administrator Birgitta E. Corsello and County Counsel Bernadette Curry.

ROLL CALL

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

CLOSED SESSION

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

- 1 [19-591](#) Conference with Real Property Negotiators: Property: APN: 057-165-005, 1500 Solano Avenue, Vallejo, California; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Megan Greve, General Services Director, and Dave Daly, Interim Assistant General Services Director; Negotiating party: Debbie Peralez, Child Start, Inc.; Under negotiation: Price and terms

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. Dept. of Water Resources, et al.

Attachments: [A - Memorandum](#)

RECONVENE

This meeting of the Solano County Board of Supervisors reconvened at 9:05 A.M. All members were present and Chairwoman Hannigan presided.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

County Counsel Bernadette Curry advised that there were no reports from Closed Session.

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

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

PRESENTATIONS

- 2 [19-529](#) Adopt and present a resolution and plaque of appreciation honoring Correctional Officer Richard Duncan upon his retirement from the Sheriff's Office with over 28 years of dedicated public service to Solano County (Supervisor Thomson)

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

On motion of Supervisor Thomson, seconded by Supervisor Sperring, the Board adopted and presented Resolution No. 2019-154 honoring Correctional Officer Richard Duncan upon his retirement from the Sheriff's Office with over 28 years of dedicated public service to Solano County. So ordered by 5-0 vote. (See Resolution Book)

Enactment No: Resolution 2019-154

- 3 [19-588](#) Adopt and present a resolution and plaque of appreciation recognizing Sabine Goerke-Shrode, District 3 Board of Supervisors Aide, for nearly 15 years of distinguished service to Solano County and its residents (Supervisor Sperring)

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

On motion of Supervisor Sperring, seconded by Supervisor Thomson, the Board adopted and presented Resolution No. 2019-155 recognizing Sabine Goerke-Shrode, District 3 Board of Supervisors Aide, for nearly 15 years of distinguished service to Solano County and its residents. So ordered by 5-0 vote. (See Resolution Book)

Enactment No: Resolution 2019-155

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. There was no public comment.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There were no additions to or deletions from the Solano County Board of Supervisors' agenda for August 6, 2019.

APPROVAL OF THE AGENDA

On motion of Supervisor Vasquez, seconded by Supervisor Brown, the Board approved the agenda of the Solano County Board of Supervisors for August 6, 2019 as submitted. So ordered by 5-0 vote.

PUBLIC COMMENT ON CONSENT CALENDAR

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

APPROVAL OF THE CONSENT CALENDAR

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

CONSENT CALENDAR

- 4 [19-602](#) Approve the minutes of the Solano County Board of Supervisors meetings of June 4 and June 11, 2019
- Attachments:* [A - Minutes - June 4, 2019](#)
 [B - Minutes - June 11, 2019](#)
 [Approved Minutes - June 4, 2019](#)
 [Approved Minutes - June 11, 2019](#)
 [Minute Order](#)
- Approved**
- 5 [19-603](#) Authorize the Auditor-Controller to re-budget in FY2019/20 the non-county contribution of \$197,500 to fund the community health clinics' primary care services to uninsured clients, funded by excess fund balance, as part of the year end closeout process for FY2018/19
- Attachments:* [Minute Order](#)
- Approved**
- 6 [19-589](#) Accept the Auditor-Controller's Internal Control Review of the Collections Process of the Public Facilities Fees
- Attachments:* [A - Audit Report](#)
 [B - Memoranda to Cities](#)
 [Minute Order](#)
- Accepted**

- 7 [19-575](#) Accept the Solano County Treasurer's Quarterly Report for the period of April 1, 2019 through June 30, 2019

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

Accepted

- 8 [19-583](#) Approve an Appropriate Transfer Request (ATR) of \$100,000 to recognize unanticipated revenue for FY2019/20 from the Syar Foundation for tenant improvements, including appropriations of \$15,568 for fixed assets, at the First 5 Center in Vallejo (4/5 vote required)

Attachments: [Minute Order](#)

Approved

MISCELLANEOUS ITEMS

- 9 [19-582](#) Approve the reappointment of Tom Monk to the Dixon Fire Protection District Board of Directors, representing District 4, for a term to expire March 1, 2020

Attachments: [Minute Order](#)

Approved

- 10 [19-584](#) Approve the appointment of Milton F. Steck to the Vacaville-Elmira Cemetery District Board of Trustees representing District 4 for a term to expire January 4, 2021

Attachments: [Minute Order](#)

Approved

- 11 [19-579](#) Approve the reappointments of Richard Hoar and Pat Negroni to the Dixon Fire Protection District, representing District 5, for a term to expire March 1, 2021

Attachments: [Minute Order](#)

Approved

REGULAR CALENDAR

- 12 [19-539](#) (Continued from the July 23, 2019 meeting) 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 6, 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 Notices](#)
 [F - Accessory Dwelling Unit \(ADU\) Information](#)
 [G - Minute Order - July 23, 2019](#)
 [Minute Order](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Budget Officer Ian Goldberg introduced the item.

Economic & Planning Systems, Inc. (EPS) Principal Ashleigh Kanat provided an overview of the item, including information on fees for Accessory Dwelling Units (ADUs).

In response to a question from Supervisor Vasquez, Mr. Goldberg advised that there were no ADU permits in the cities of Rio Vista or Dixon. Ms. Kanat noted that 40% of the permits were in unincorporated County areas.

In response to comments and questions from Chairwoman Hannigan, Mr. Goldberg advised that the County had standards in place that met law requirements for ADU sizes. Director of Resource Management Bill Emlen provided information on ADU standards for the County. He advised that the State was looking at changes to ADU standards as well.

Chairwoman Hannigan commented on water meters to support installed ADUs.

County Building Official Saeed Iravani provided information on state ADU laws that required utility connections for ADUs to be waived by cities.

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

A) Donald Tipton, unincorporated Vallejo, commented on concerns with the ADUs, accountability of funds when being moved, information needed in the report in regard to fire districts, the variation of fees between cities, impact fees going to fire districts, variations in ADU fees and money for

infrastructure needs for fire districts.

Mr. Goldberg advised that there was a separate Fire Impact Fee that provided funding for fire districts. He advised that he would follow up on Mr. Tipton's comments with him.

Chairwoman Hannigan commented on work being done by the state and other agencies like Solano Transportation Authority on housing and reducing commutes and recommended that the County wait to see what the other cities would be doing before putting something in place for ADUs.

Mr. Goldberg advised that the annual report would be brought to the Board in December and noted that this annual report would answer many of Mr. Tipton's questions.

Chairwoman Hannigan commented on ADUs being important in situations where they were needed for housing. She asked that staff address ADUs in a focused manner in regard to what was happening in the cities moving forward. Mr. Goldberg advised that he would bring information back in December.

Supervisor Thomson commented in support of seeing what the cities were doing for their ADUs as well. He commented on the need to look at how to incentivize someone to build ADUs that were rentable at affordable prices.

Supervisor Brown commented on the need for the County to partner with cities to build affordable housing below market rate for low income families, seniors and veterans. She then commented on \$1.6 Million under Reserve for Housing in the FY2019/20 Adopted Budget set aside to address certain needs, noting that the County had spent \$400,000 of this funding so far. She noted that the County Administrator was anticipating using some of the reserve funds as local matching funds to state funding proposed in the Governor's budget to be used in partnership with the cities to address housing needs. She then requested that an upcoming Board agenda include a report on how the County could access this funding and work with affordable housing developers to address the housing crisis in this county.

County Administrator Birgitta Corsello provided information on recent discussions with the cities of Fairfield and Vacaville concerning housing projects and noted that she would reach out to the City Managers and bring something back to the Board in the future about this.

Supervisor Vasquez noted that the reserve funding would not provide a lot of money to seven cities. He then commented that the County would never be in a position to provide housing. He then noted that fees were already reduced but not indexed in the past and that this should be looked at in the future. He then commented on impacts on County services and advised that no one was collecting what was really needed to provide the level of service that the community expected.

Chairwoman Hannigan closed the public hearing.

Supervisor Spering commented on supply and demand of rental housing and advised that there needed to be something that incentivized the building of affordable ADUs. He then commented on an affordable housing project being built around the new train station and noted that there was access funding that was needed that would be a good investment for the County. He noted that there were many other opportunities for affordable housing projects around the county and advised that there was a need to figure out how to subsidize to make it affordable for the developer.

On motion of Chairwoman Hannigan, seconded by Supervisor Spering, the Board received the report on the Nexus Analysis for Solano County Public Facilities Fee Update; Conducted a public hearing regarding the proposed Public Facilities Fee; and Adopted Resolution No. 2019-156 establishing modified Public Facilities Fee amounts effective October 6, 2019. So ordered by 5-0 vote. (see Resolution Book)

Chairwoman Hannigan requested that staff keep track of ADUs numbers moving forward.

Supervisor Spering commented on septic system requirements when expanding square footage on small units. He noted that this discouraged affordable housing and advised that he had asked that staff look into this.

Adopted

Enactment No: Resolution 2019-156

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 commented on a recent Oakland A's baseball game that retired Solano County Deputy Sheriff Carlos Pereda provided the opening pitch for.

B. Supervisor Brown requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Megan Lopez, an active member of the Vallejo community.

C. Supervisor Thomson commented on a recent groundbreaking ceremony for veteran housing in Rio Vista and the work of the veterans group there.

D. Supervisor Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Beverly Ann Burd-King, an active member of the Fairfield community.

E. Supervisor Spering requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Raymond "Ding" DeGracia, a former Chief of Police for Fairfield.

F. Chairwoman Hannigan requested that this meeting of the Solano County

Board of Supervisors be adjourned in memory of Robert Josef Samuel "Bobby" Hilton, an active member of the Vallejo community.

G. Chairwoman Hannigan requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Bobbie Loyal "Bob" McCaskey, an active member of the Vallejo community.

H. Chairwoman Hannigan requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of James Francis Grant, an active member of the Vallejo community.

ADJOURN:

This meeting of the Solano County Board of Supervisors adjourned at 10:16 A.M. in memory of Megan Lopez, Beverly Ann Burd-King, Raymond "Ding" DeGracia, Robert Josef Samuel "Bobby" Hilton, Bobbie Loyal "Bob" McCaskey and James Francis Grant. Next meeting of the Solano County Board of Supervisors will be August 13, 2019 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, California.

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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Minutes - Draft Board of Supervisors

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

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

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

Tuesday, August 13, 2019

8:30 AM

Board of Supervisors Chambers

CALL TO ORDER

The Solano County Board of Supervisors met on the 13th day of August, 2019 in regular session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 8:31 A.M. Present were Supervisors Brown, Spering, Vasquez, Thomson and Chairwoman Hannigan. Chairwoman Hannigan presided. Also present were County Administrator Birgitta E. Corsello and County Counsel Bernadette Curry.

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.

CLOSED SESSION

The Solano County Board of Supervisors recessed to Closed Session at 8:32 A.M. to discuss the following matters:

- 1 [19-629](#) 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: Jensen v. County of Solano et al.

Conference with Legal Counsel: Existing Litigation: County of Solano v. Vacaville Community Association et al.

Conference with Real Property Negotiators: Property: APN: 0133-050-230, 6996 Leisure Town Road, Vacaville, California; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, and Megan Greve, General Services Director; Negotiating party: Sheila Oakes, Realty One Group Fox; Under negotiation: Price and terms

Attachments: [A - Memorandum](#)

RECONVENE

This meeting of the Solano County Board of Supervisors reconvened at 9:06 A.M. All members were present and Chairwoman Hannigan presided.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

County Counsel Bernadette Curry advised that there were no reports from Closed Session.

PRESENTATIONS

- 2 [19-555](#) Adopt and present a resolution and plaque of appreciation honoring Denise Renee Loomis-Etter, Social Services Worker, upon her retirement from the Department of Health and Social Services, Public Health Division, Older & Disabled Adult Services Bureau, Deputy Public Administrator/Public Guardian/Public Conservator Office with 20 years of dedicated public service to Solano County (Supervisor Vasquez)

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

On motion of Supervisor Brown, seconded by Supervisor Spering, the Board adopted and presented Resolution No. 2019-157 honoring Denise Renee Loomis-Etter, Social Services Worker, upon her retirement from the Department of Health and Social Services, Public Health Division, Older & Disabled Adult Services Bureau, Deputy Public Administrator/Public Guardian/Public Conservator Office with 20 years of dedicated public service to Solano County. So ordered by 5-0 vote. (See Resolution Book)

Enactment No: Resolution 2019-157

- 3 [19-567](#) Approve and present a plaque of appreciation honoring Andrew Moore Williamson, Mental Health Services Manager, upon his retirement from the Department of Health & Social Services, Behavioral Health Division with 14 years of dedicated public service to Solano County (Chairwoman Hannigan)

Attachments: [Minute Order](#)

On motion of Chairwoman Hannigan, seconded by Supervisor Brown, the Board approved and presented a plaque of appreciation honoring Andrew Moore Williamson, Mental Health Services Manager, upon his retirement from the Department of Health & Social Services, Behavioral Health Division with 14 years of dedicated public service to Solano County. So ordered by 5-0 vote.

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, Jr., Suisun City, commented on recent articles regarding homelessness in California and paid retirees.

B) Jason Kisheniff, American Canyon, commented on running for congressional office, reduction of nuclear weapons, reducing the military budget and on climate change.

Supervisor Spering commented on freedoms granted to individuals as a result of the military.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There were no additions to or deletions from the Solano County Board of Supervisors' agenda for August 13, 2019.

APPROVAL OF THE AGENDA

On motion of Supervisor Vasquez, seconded by Supervisor Spering, the Board approved the agenda of the Solano County Board of Supervisors for August 13, 2019 as submitted. So ordered by 5-0 vote.

PUBLIC COMMENT ON CONSENT CALENDAR

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

APPROVAL OF THE CONSENT CALENDAR

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

CONSENT CALENDAR

- 4 [19-599](#) Accept the Final Audit Report of the Board of State and Community Corrections Jail Construction Agreement No. A26-13 for the Rourk Vocational Training Center for the period November 30, 2016 through June 30, 2019
- Attachments:* [A - Final Audit Report](#)
 [Minute Order](#)
- Accepted
- 5 [19-627](#) Adopt a resolution amending the County's Personnel and Salary Resolution Section 5.5, Salary Upon Promotion
- Attachments:* [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)
- Adopted
- Enactment No: Resolution 2019-158

- 6 [19-628](#) ***Adopt a resolution approving successor collective bargaining agreements between Solano County and Units, 2, 7, 9 (Registered Nurses; Regulatory, Technical and General Services; and Clerical Employees), Unit 5 (Health and Welfare Employees), Unit 8 (General Services Supervisors) and Units 82, 87, 89 and 90 (Extra Help Registered Nurses; Regulatory, Technical and General Services, and Clerical; and Probation Employees) represented by the Service Employees International Union, Local 1021***

Attachments: [A - Resolution](#)
 [B - MOU for Units 2, 7 & 9](#)
 [C - MOU for Unit 5](#)
 [D - MOU for Unit 8](#)
 [E - MOU for Units 82, 87, 89 & 90](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019-159

- 7 [19-564](#) Approve a contract with Northstar-IS for \$79,286.03 to provide enhanced services for the TACOMA project in the Department of Health & Social Services, Older & Disabled Adult Services from August 13, 2019 through June 30, 2020; and Authorize the County Administrator to execute the contract

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

Approved

- 8 [19-581](#) Accept the 2018 Annual Report from the Solano County Mental Health Advisory Board, as required by California Welfare and Institutions Code 5604.2

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

Accepted

- 9 [19-600](#) Approve a contract with Planning Services Area 4/Greater Sacramento Area Agency on Aging for \$142,004 to provide fiscal services for the Napa Ombudsman Program for the period of July 1, 2019 through June 30, 2020; and Authorize the County Administrator to execute the contract and any subsequent amendments within 20% of the original contract amount

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

Approved

- 10 [19-563](#) Approve a plaque of appreciation honoring Elysses C. Galvante, Accounting Supervisor, upon his retirement from the Probation Department with over 17 years of dedicated public service to Solano County

Attachments: [Minute Order](#)

Approved

- 11 [19-617](#) Approve 4 Notices of Completion for the Cordelia Hills Sky Valley Project, Hay Road - Hawkins Road Improvement Project, Mankas Corner Improvement Project and Storm Damage Repair 2018 FEMA Project

Attachments: [A - Cordelia Sky Valley Notice of Completion](#)
 [B - Hay - Hawkins Notice of Completion](#)
 [C - Mankas Corner Notice of Completion](#)
 [D - Storm Damage Repair 2018-FEMA Notice of Completion](#)
 [Minute Order](#)

Approved

MISCELLANEOUS ITEMS

- 12 [19-601](#) Approve the appointment of Sabine Goerke-Shrode to the Solano Commission for Women and Girls, representing District 3, to fill an unexpired term set to expire on October 11, 2021

Attachments: [Minute Order](#)

Approved

- 13 [19-596](#) Approve the appointment of Lee D. Vierling for a term to expire on April 15, 2024, and the reappointments of Avery Greene, for a term to expire on April 15, 2022 and Warren Sheldon, for a term to expire on April 15, 2023, to the Suisun Fire Protection District, representing District 3

Attachments: [Minute Order](#)

Approved

- 14 [19-566](#) Approve the appointments of Margaret Buckley and Elizabeth Edwards to the Alcohol and Drug Advisory Board, each filling a seat for a person in long-term recovery, and each for a three year term to expire July 2022

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

Approved

REGULAR CALENDAR

15

[19-626](#)

Receive an update from staff and the County's State Legislative Advocate on the status of legislation that is of interest to the County; and Consider Oppose positions on AB 1544 and SB 438 that were discussed at the August 5, 2019 Legislative Committee and referred to the full Board for consideration

Attachments: [A - Federal Legislative Update](#)
 [Minute Order](#)

Assistant County Administrator Nancy Huston introduced the item and provided an overview of AB 1184 (Todd) Public records, email and retention, noting that the recommendation of the Legislative Committee was to take no position.

On motion of Chairwoman Hannigan, Seconded by Supervisor Thomson, the Board approved taking no position on AB 1184 (Todd) Public records, email and retention. So ordered by 5-0 vote.

State Legislative Consultant Karen Lange provided information on AB 1544 (Gipson D) Community Paramedicine or Triage to Alternate Destination Act, noting that changes were continuing to be made to the legislation.

Health and Social Services Health Officer Dr. Bela Matyas provided additional information on AB 1544.

In response to a question from Supervisor Spering, Dr. Matyas provided information on the department's ability and capacity to move individuals to alternative services, noting that the department was working to increase capacity in order to do this.

Supervisor Spering commented on the amount of expense incurred by emergency room visits.

Chairwoman Hannigan advised that the Legislative Committee recommended an oppose position on this bill.

On motion of Chairwoman Hannigan, Seconded by Supervisor Vasquez, the Board approved taking an oppose position on AB 1544 (Gipson D) Community Paramedicine or Triage to Alternate Destination Act. Supervisor Brown voted no. So ordered by 4-1 vote.

Chairwoman Hannigan noted that the Legislative Committee recommended an oppose position on SB 438 (Hertzberg D) Emergency medical services: dispatch. She then commented on concerns that the County and other agencies had with the legislation. She advised that the California State Association of Counties (CSAC) was also opposed to the bill as it was written on July 11th and that she had been told that since that date there had been requested amendments that were accepted by the author of the bill but were not yet in writing. She advised that CSAC had stated to her that they would change their position to a neutral position once the amendments were made.

Dr. Matyas provided an overview of concerns about removal of uniform oversight of medical aspects of EMS and advised that amendments were being made to remove these concerns.

Supervisor Vasquez commented on uniformity of emergency medical services and suggested a neutral position once the oversight concern was resolved.

Dr. Matyas advised that the oppose position was based on the ability to protect the County into the future.

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

A) Jeff Toynbee, Political Advisor for Firefighters Local 1186, commented on the legislation and urged a neutral vote on the legislation until all stakeholders could weigh in on the matter.

Chairwoman Hannigan advised that some changes to the legislation had been made but that the change had not yet been made to the concern staff had.

B) Kevin Brown, City of Vallejo Paramedic Coordinator, read a statement from the author of the legislation and urged a neutral or no action vote.

Chairwoman Hannigan clarified the name of CSAC, noting that it was the California State Association of Counties and that the Public Health Directors Organization throughout the state had taken an oppose position unless the amendments were accepted.

Supervisor Brown asked if a neutral vote or postponement of vote would result in the legislation coming back at the next Board meeting for a position.

Chairwoman Hannigan advised that it was a possibility and made a motion to oppose the legislation until the suggested amendments by CSAC were adopted, at which point the County's opposition would be removed and a neutral position taken.

Ms. Huston noted that the Board had taken a position of "opposed unless amended" in the past and crafted a letter with the concerns listed.

Supervisor Brown asked for clarification on how the letter would be written if the County took an oppose position unless there were amendments.

Chairwoman Hannigan advised that the letter could state that the position would move to a neutral position once amendments adopted.

Ms. Lange noted that the legislation was on third reading on the Assembly floor. She advised that a letter could be sent to the author of the legislation listing the concerns and needed amendments. She then advised that once amendments were made, the County could send a letter to the author notifying that opposition was being withdrawn based on amendments made on that date.

In response to a question from Supervisor Brown, Ms. Lange advised that the amendments would be to continue to have one uniformed medical control policy for the entire County

Chairwoman Hannigan advised that CSAC was comfortable that the amendments would be made after meeting with the author.

Supervisor Brown commented on the importance of making sure that whatever was going forward was clear to everyone.

Chairwoman Hannigan advised that correspondence was received the prior day from CSAC regarding efforts taking place to get the amendments made. She advised that her concern was that postponing a vote would run up against the vote on the assembly floor, preventing the County's concerns from being heard. She suggested opposing with suggested amendments from CSAC until amendments are made and then to take a neutral position.

Supervisor Vasquez commented on the need for the amendments and seconded the motion.

Supervisor Sperring commented on current discussions still happening on the legislation and concerns about taking a position without the amendments being know or made.

Ms. Lange advised that the legislation was still going through changes and noted that other entities were talking to the author about other amendments.

Supervisor Sperring advised that he was concerned that other amendments were going to be made and that the County would be stuck with a support position.

Ms. Lange advised that CSAC was negotiating for single medical control to the county but was also waiting to see what other concerns or amendments would be coming from other agencies.

Chairwoman Hannigan advised that she was comfortable taking a neutral position and read a letter from CSAC concerning the legislation. She noted that every fire department in every municipality could have a different directive and that CSAC wanted to have one directive in the counties to maintain consistency.

Supervisor Spering advised that he was concerned about taking a support position when other changes could potentially be made to the legislation. He suggested taking a watch position and giving authority to the Chair to support the legislation if the amendments wanted were made or to oppose it if they were not made.

Chairwoman Hannigan advised that taking a watch position was not strong enough.

On motion of Chairwoman Hannigan, Seconded by Supervisor Vasquez, the Board approved taking an oppose position on SB 438 (Hertzberg D) Emergency medical services: dispatch as written on July 11th unless amendments were made addressing concerns about language for the emergency medical directive, at which point the Board approved a neutral position. So ordered by 5-0 vote.

Supervisor Spering commented on businesses operating for profit and noted that there was nothing wrong with that. He noted that the focus needed to be on the services that were being provided.

Ms. Lange provided an overview of legislation and state activities of interest to the County.

In response to a question from Supervisor Thomson, Ms. Lange noted that funding for homeless efforts would likely be available in the fall. She noted that the allocations would be based on Point In Time (PIT) homeless counts.

In response to a question from Chairwoman Hannigan, Ms. Lange advised that funding would be less as a result of the PIT count being down last year for Solano County.

In response to a question from Supervisor Brown, Ms. Lange provided information on current legislation regarding community colleges providing safe parking places at night for homeless students. She advised that she would provide more information to the Board following the meeting.

Supervisor Vasquez commented on past efforts on the homeless matter, noting that money had not been well spent on homeless issues. He noted that there were no efficiencies on how it was being doled out and no positive outcomes. He then asked if the state was putting someone in charge of all the funds going out.

Ms. Lange advised that the Governor had appointed individuals to a state Task Force on Homelessness chaired by Sacramento Mayor Steinberg that would be developing proposals for a more comprehensive solution. She then provided information about discussions and other efforts taking place concerning the homelessness and mental health issues.

Ms. Huston advised that the State Department of Finance would begin working on the January Proposal or Administration Budget in September and asked for the Board's ok to formally submit a letter to the state in regard to the \$14 Million for the mental health facility as supported in the County's legislative platform.

It was the consensus of the board to support the submission of the letter.

Chairwoman Hannigan asked if any support letters had been received from other state representatives regarding the mental health facility.

Ms. Lange advised that the proposal by Assemblymember Frazier was unanimously supported in committee and that it was a fiscal issue that held it up.

Ms. Lange continued to provide an update on other issues of interest to the County.

Supervisor Brown commented that no bonuses should be given to those executives that ran Pacific Gas & Electric.

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 asked that an October Board meeting include discussion about allowing residents to produce food in their homes to sell.

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

Assemblymember Jim Frazier's Field Representative Doriss Pandura presented a certificate in memory of Ms. Mendez.

Chairwoman Hannigan advised that the Board would be adjourning back to closed session with no report out.

ADJOURN:

This meeting of the Solano County Board of Supervisors adjourned at 10:30 A.M. in memory of Patricia Ann Mendez. Next meeting of the Solano County Board of Supervisors will be August 27, 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 #:	5	Status:	Consent Calendar
Type:	Contract	Department:	County Administrator
File #:	19-630	Contact:	Michelle Heppner, 784-3002
Agenda date:	09/10/2019	Final Action:	
Title:	Approve a third contract amendment with Shaw/Yoder/Antwih Inc., for State Legislative Advocacy Services for the period of January 1, 2020 through December 31, 2020, for a total amount of \$122,508, apportioned at \$84,888 annually for general, state legislative advocacy up to \$37,620 annually for advocacy services relating to the Delta and other water issues; and Delegate authority to the County Administrator to sign the contract		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Third Amendment, B - Links to Original Contract and Amendments		

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

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors:

1. Approve a third contract amendment with Shaw/Yoder/Antwih Inc., for State Legislative Advocacy Services for the period January 1, 2020 through December 31, 2020 for a total amount of \$122,508, apportioned as follows:
 - a. \$84,888 annually for general state legislative advocacy; and
 - b. Up to \$37,620 annually for advocacy services relating to the Delta and other water issues; and
2. Delegate authority to the County Administrator to sign the contract.

SUMMARY:

The existing contract with Shaw/Yoder/Antwih, Inc. for general state legislative advocacy services and advocacy related to Delta and other water issues expires on December 31, 2018. Staff is recommending an extension to the contract for a one-year period from January 1, 2020 through December 31, 2020 for a total amount of \$122,508, apportioned at \$84,888 annually for general, state legislative advocacy and up to \$37,620 annually for advocacy services relating to the Delta and other water issues. The proposed contract amendment is set forth in Attachment A.

FINANCIAL IMPACT:

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

The proposed contract is recommended to remain at the same amount of the existing contract for general state legislative advocacy services at a total amount of \$84,888 and the Delta and water related advocacy services at a total amount of up to \$37,620 annually or \$122,508 over the one-year contract extension term. The total contract amount including this one-year extension is not to exceed \$857,556.

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

DISCUSSION:

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

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

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

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

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

ALTERNATIVES:

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

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

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

OTHER AGENCY INVOLVEMENT:

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

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

This Third Amendment ("Third Amendment") is made as of the tenth day of September 2019, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Shaw/Yoder/Antiwh, Inc., ("Contractor").

1. Recitals

- A. The parties entered into a contract dated November 5, 2013 (the "Contract"), in which Contractor agreed to provide professional legislative advocacy services.
- B. The parties amended the Contract on October 4, 2016 to extend the term for an additional two years.
- C. The parties amended the Contract again on December 11, 2018 to extend the term for an additional year.
- D. The County desires to amend the Contract a third time to extend these services for another year.
- E. This Third Amendment represents an increase of \$122,508 and a one-year extension of the Contract.
- F. The parties agree to amend the Contract as set forth below.

2. Agreement.

A. Term of Contract.

Section 2 is deleted in its entirety and replaced with:

January 1, 2014 – December 31, 2020

B. Amount of Contract

Section 3 is amended as follows:

The maximum amount of this Contract is \$857,556.

3. Effectiveness of Contract.

Except as set forth in this Third Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

By _____
Birgitta E. Corsello, County Administrator

SHAW/YODER/ANTWIH, INC.

By 
Karen Lange, Partner

APPROVED AS TO FORM

By 
County Counsel

Item # 5
File #19-630

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

[A – Contract](#)

[B – 1st Amendment](#)

[C – 2nd Amendment](#)



Solano County

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

Agenda Submittal

Agenda #:	6	Status:	Consent Calendar
Type:	Resolution	Department:	Auditor-Controller
File #:	19-694	Contact:	Phyllis Taynton, 784-6288
Agenda date:	09/10/2019	Final Action:	
Title:	Adopt a resolution setting the property tax rates for the County of Solano, cities, schools and applicable special districts for FY2019/20		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution, A1 - Exhibit 1		

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 that the Board of Supervisors (BOS) adopt a resolution setting the property tax rates for the County of Solano, cities, schools and applicable special districts within the county of Solano for FY2019/20.

SUMMARY:

In accordance with Government Code Section 29100, the BOS is required to set the property tax rates for the County of Solano, cities, schools, and applicable special districts within the county of Solano on or before October 3rd of each year. The Code requires the BOS to levy the rates of tax on the secured and unsecured rolls at not more than ONE DOLLAR (\$1.00) per ONE HUNDRED DOLLARS (\$100.00) of the full cash value of the property. Also, pursuant to Revenue and Taxation Code Section 93(c), included in the tax rate schedule in Exhibit 1, are the ad valorem tax rates for schools and special districts to collect for the payment of the principal and interest on their respective voter-approved bonded indebtedness.

FINANCIAL IMPACT:

There is no financial impact in adopting this resolution. However, the action establishes the property tax rates necessary to levy taxes for the operations and debt service requirements of the County, cities, schools, and applicable special districts within the county of Solano for FY2019/20. The costs associated with preparing the agenda item is nominal and absorbed by the department's FY2019/20 Adopted Budget.

DISCUSSION:

Proposition 13 was passed by the California electorate in 1978 to set the property tax rate statewide at 1% of the full cash value of the property. Additional taxes levied in excess of 1% require voters' approval. The ACO calculates the property tax rates for the General Obligation Bonds of all school districts in the county. A school

district may have a series of bond issues and the tax rate of each series is calculated separately. The assessed values of all property within the sphere of influence of each jurisdiction together with the scheduled annual debt service payment of principal and interest due during the year are the factors in the calculation of the property tax rates.

For cities and other local agencies, the respective entity calculates and submits their respective property tax rates to the ACO accompanied by an approved Resolution or Ordinance from the respective governing body. Each local agency is responsible for the validity and accuracy of the property tax rates to conform with the legal requirements.

The BOS approves the annual property tax rates to be levied on the property tax bills for the current fiscal year.

ALTERNATIVES:

The BOS could set different tax rates than those provided herein. However, they may impact the funds necessary to meet the current year's debt service obligations for the respective levying agencies. Therefore, this alternative is not recommended.

OTHER AGENCY INVOLVEMENT:

The affected cities, schools and applicable special districts have participated in the compilation of the data and the calculation of the respective tax rates contained in this report.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2019 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
SETTING THE RATES OF AND LEVYING COUNTY AND DISTRICT TAXES
FOR THE 2019-20 FISCAL YEAR**

Whereas, the property tax rates of the County of Solano for the 2019-2020 fiscal year shall be adopted by the Board of Supervisors of the County of Solano at its meeting on September 10, 2019; and

Whereas, Government Code section 29100 provides that the board of supervisors of a county shall set the rates for the secured tax roll in that county, in accordance with the provisions of that section and subject to the limitations specified in California Constitution Article XIII A and Revenue and Taxation Code sections 93 and 100.

Resolved, the Solano County Board of Supervisors fixes and levies the rates of the County taxes for the 2019-2020 fiscal year as follows:

At the rate of ONE DOLLAR (\$1.00) on each ONE HUNDRED DOLLARS (\$100.00) of full value in the County as shown in the files and records of the Solano County Auditor-Controller, which are incorporated by this reference, fixing the rates of County, Cities and District taxes for 2019-2020 fiscal year. The tax rate of ONE DOLLAR (\$1.00) on each ONE HUNDRED DOLLARS (\$100.00) of taxable full value shall be added additional sums of the voter-approved bonds, assessments, and indebtedness of the County of Solano, Cities, School Districts, Districts and Special Districts within the county of Solano as provided by law and as are set forth on the attached Exhibit 1, which is incorporated by this reference.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on September 10, 2019 by the following vote:

AYES:	Supervisors	_____

NOES:	Supervisors	_____
EXCUSED:	Supervisors	_____

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk

COUNTY OF SOLANO
OFFICE OF THE AUDITOR-CONTROLLER
FY 2019-20
PROPERTY TAX RATES
PER 100.00 OF FULL CASH VALUE

<u>FUND</u>	<u>UNITARY & OPERATING NON-UNITARY TAX RATE:</u>		<u>MATURITY DATE:</u>
0013	1% Rate	0.997200	
0306	Voter Debt	0.705500	
	Total Unitary & Operating Non-Unitary Tax Rate	<u>1.702700</u>	N/A
<u>FUND</u>	<u>UNITARY RAILROADS TAX RATE:</u>		
0014	1% Rate	0.997200	
0307	Voter Debt	0.705500	
	Total Unitary Railroads Tax Rate	<u>1.702700</u>	N/A
<u>FUND</u>	<u>UNITARY QUALIFIED ELECTRIC PROPERTY TAX RATE:</u>		
0015	1% Rate	0.997200	
0308	Voter Debt	0.705500	
	Total Qualified Property Tax Rate	<u>1.702700</u>	N/A
<u>FUND</u>	<u>1% LIMITATION</u>		
0059	All Local Agencies & School Districts	<u>1.000000</u>	N/A
<u>FUND</u>	<u>CITY BOND DEBT</u>		
0077	Fairfield - North Bay Aqueduct	0.003000	6/30/36
0079	Suisun - North Bay Aqueduct Debt Service	0.003099	7/1/36
0080	Vacaville - Paramedic/North Bay Aqueduct	0.030490	7/1/36
<u>FUND</u>	<u>SCHOOL BOND DEBT</u>		
0395	Los Rios Community College District GOB	0.023200	8/1/44
0408	Vacaville USD GOB 2014 Series C	0.020950	8/1/44
0410	San Joaquin CC 2004 GOB S2018D	0.004100	8/1/28
0412	Vallejo USD GOB 2018 Series 2019	0.053373	8/1/48
0413	Dixon USD 2016 GOB Series 2017	0.023909	8/1/42
0415	Winters Joint USD 2018 GOB 2019 A	0.057000	8/1/48
0416	Davis Joint USD 2010 & 2011 Refunding Bonds	0.012000	8/1/27
0421	Winters Joint Unified 2010 Refunding Bonds	0.025000	7/1/25
0422	Winters Joint USD 2014 GOB	0.053000	8/1/43
0425	Winters JT USD 2017 GOB Ser A	0.025000	8/1/46
0443	Benicia USD 1991 Election, 1997 Refunding Series A	0.092487	8/1/22
0447	Benicia USD 1997 Election, 2000 Issuance, Series B	0.001956	8/1/25
0450	Benicia USD 1997 Election, 2001 Issuance, Series C	0.006974	8/1/26
0451	Fairfield-Suisun USD GOB 2016 S-2018	0.011228	8/1/43
0453	Davis JT USD 2018 GOB Ser 2019	0.055800	8/1/48
0461	Vallejo USD Measure A 2002-Refunding	0.051793	8/1/25
0476	Solano Community College 2015 GO Refunding Bonds	0.000726	8/1/31

COUNTY OF SOLANO
OFFICE OF THE AUDITOR-CONTROLLER
FY 2019-20
PROPERTY TAX RATES
PER 100.00 OF FULL CASH VALUE

<u>FUND</u>	<u>SCHOOL BOND DEBT</u>		<u>MATURITY DATE:</u>
0481	Fairfield Suisun USD 2020 GOB Refunding	0.012672	8/1/27
0482	Dixon USD GOB Refunding Series 2016	0.048790	8/1/44
0483	Fairfield Suisun USD 2012 GO Refunding Bonds	0.020189	8/1/28
0484	Solano Community College GOB 2012 Series A	0.005117	8/1/47
0485	Solano Community College GOB 2012 Series B	0.003135	8/1/40
0486	Vacaville USD 2014 GOB Refunding	0.018061	8/1/30
0487	Solano Community College 2014 GOB Refunding Series A	0.001466	8/1/23
0488	Solano Community College 2014 GOB Refunding Series E	0.013470	8/1/22
0489	San Joaquin Community College Series 2014C GOB	0.001600	8/1/39
0490	Ben USD 2014 GOB Series A	0.012998	8/1/39
0491	Vacaville USD 2014 GOB Refunding Series B	0.011524	8/1/32
0492	Vacaville USD 2014 GOB Refunding Series C	0.016056	8/1/30
0493	Vacaville USD GOB 2014 Series A	0.013799	8/1/40
0494	Fairfield Suisun USD GOB 2016 Series 2016	0.018566	8/1/46
0495	Benicia USD 2014 GOB Series B	0.021141	8/1/39
0496	San Joaquin Community College GOB 2015 Refunding	0.014200	8/1/32
0497	Solano Community College 2012 GOB Series C	0.008121	8/1/46
0498	Vacaville GOB 2014 Series B	0.019496	8/1/42
0499	Vallejo USD 2017 GOB Refunding	0.016236	8/1/29
<u>FUND</u>	<u>DISTRICT & SPECIAL DISTRICT BOND DEBT</u>		
0109	Somerset I/II	0.060000	N/A
0118	Woodridge	0.071000	N/A
0119	College Hills	0.100000	N/A
0121	Costa del Rio (Seaview)	0.287000	N/A
0122	Town & Country I	0.150000	N/A
0163	Monica Place	0.187000	N/A
0171	Sommerset III	0.144000	N/A
0172	Hunter Ranch I/II	0.100000	N/A
0187	Greenmont-Seaport Hills	0.032000	N/A
0188	Summit II	0.095000	N/A
0189	Cimmaron Hills-Madigan	0.162000	N/A
0191	Glen Cove I/II	0.190000	N/A
0192	Springtree-Fleming	0.195000	N/A
0193	Ridgecrest	0.115000	N/A
0318	So. Co. Water Agency - State Water Project	0.020000	12/31/35



Solano County

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

Agenda Submittal

Agenda #:	7	Status:	Consent Calendar
Type:	Miscellaneous	Department:	Information Technology - Registrar of Voters
File #:	19-699	Contact:	Tim Flanagan, 784-2703
Agenda date:	09/10/2019	Final Action:	
Title:	Authorize the Chief Information Officer to procure a software subscription with Xterra Solutions, Inc. for \$169,268 for annual use and maintenance of endpoint protection (anti-malware) and web filtering from Palo Alto Networks; and Authorize the Chief Information Officer to execute annual renewals that are within 10% of prior year net total amount for up to 3 years and any current year amendments that do not exceed 10% of annual subscription amount		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Quote		

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 Information Technology recommends that the Board of Supervisors:

1. Authorize the Chief Information Officer to procure a software subscription with Xterra Solutions, Inc. for \$169,268.30 for annual use and maintenance of endpoint protection (anti-malware) and web filtering from Palo Alto Networks; and
2. Authorize the Chief Information Officer to execute annual renewals that are within 10% of prior year net total amount for up to 3 years and any current year amendments that do not exceed 10% of annual subscription amount.

SUMMARY:

Xterra Solutions, Inc. is the vendor from which the County has purchased licenses, subscriptions, and support for security solutions from Palo Alto Networks. These solutions cover endpoint protection and Uniform Resource Locator (URL) filtering needs and have been used since 2016. Procuring this software subscription will extend the County's agreement with Xterra Solutions for one year and will allow for annual renewals for up to 3 years or through October 2022.

These solutions experience a continued benefit from sustained use and allow the Department of Information Technology to operate its information security program in a lean manner. The Department has been satisfied with the performance of these offerings and recommends continued use.

FINANCIAL IMPACT:

The cost of annual maintenance for current licenses, subscriptions, and support of endpoint protection and URL filtering is \$169,268.30. The appropriation for this purchase and costs associated with preparing this agenda item are included in the Department's FY2019/20 Adopted Budget. This software subscription is anticipated to be an on-going, annual cost.

DISCUSSION:

In March of 2016, faced with increasing malware infections, the Department of Information Technology (DoIT) began using Traps endpoint protection from Palo Alto Networks. Traps has proven successful in preventing incidents caused by malicious software, macros, and shared libraries, blocking more than 3,000 such incidents on County devices. The County also uses two URL filtering appliances from Palo Alto Networks that share threat intelligence with Traps to more quickly and accurately determine whether previously unseen activity should be allowed. Together these products provide critical layers of a legally defensible information security strategy.

This software subscription extends current licenses and support for one year, and will allow for annual renewals for up to 3 years of until October 22, 2020. These solutions have benefited from machine learning that increases accuracy with sustained use and helps to protect the County's nearly 5000 servers and workstations. When ransomware infects a single workstation, it takes a minimum of four working hours for Desktop Support to completely recover and restore the machine. Malware can spread quickly, potentially infecting thousands of machines short periods of time. Securing tools to prevent, identify, and notify teams of security threats lowers the risk of operational disruption and reputational harm to Solano County.

According to Coveware, a firm that studies and responds to malware attacks, in Q2 2019, average payments by government victims for ransomware ransoms was \$338,700. Governments who choose not to pay often experience higher recovery costs. Federal and State agencies have concluded that all counties will face an uptick in attacks from highly skilled and highly motivated perpetrators. These attacks will seek to undermine public confidence in the County's ability to provide essential services. Ongoing use of technical controls without noted failings will help bolster public confidence and support the Department's mission.

ALTERNATIVES:

The Board could choose not to authorize the Chief Information Officer to procure a software subscription with Xterra Solutions, however, this is not recommended. While the Department expects to evaluate alternatives, from time to time, evaluation and implementation of any alternative at this time would distract from implementation of other controls needed to bolster information security before a period of elevated risk. Other solutions would also not have benefited from maturation within our environment.

OTHER AGENCY INVOLVEMENT:

The County's Administrator's office has reviewed the purchase request.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



We have prepared a quote for you

PAN and TRAPS Renewals 2019-2020

Quote # 003754
Version 1

Prepared for:

County of Solano

Jaime C. Fontelera
JCFontelera@SolanoCounty.com

Software & Subscriptions

#	SKU	Description	Qty	Price	Ext. Price
1	PAN-TRAPS-C-1YR-R	Traps Advanced Endpoint Protection for agents, tier C, 1-year renewal, includes Premium Support SN #: 012102014734 Start Date: 10/22/2019 End Date: 10/22/2020	5076	\$24.73	\$125,529.48
2	PAN-PA-5020-TP-HA2-R	Threat prevention subscription for device in an HA pair renewal, PA-5020 SN #: 007701002219 and 007701002227 Start Date: 10/21/2019 End Date: 10/22/2020	2	\$5,144.78	\$10,289.56
3	PAN-PA-5020-WF-HA2-R	WildFire subscription for device in an HA pair renewal, PA-5020 SN #: 007701002219 and 007701002227 Start Date: 10/21/2019 End Date: 10/22/2020	2	\$5,144.78	\$10,289.56
4	PAN-PA-5020-URL4-HA2-R	PANDB URL filtering subscription for device in an HA pair renewal, PA-5020 SN #: 007701002219 and 007701002227 Start Date: 10/21/2019 End Date: 10/22/2020	2	\$5,144.78	\$10,289.56

Subtotal: \$156,398.16

Maintenance

#	SKU	Description	Qty	Price	Ext. Price
1	PAN-SVC-PREM-5020-R	Premium support renewal, PA-5020 SN #: 007701002219 and 007701002227 Start Date: 10/21/2019 End Date: 10/22/2020	2	\$6,435.07	\$12,870.14

Subtotal: \$12,870.14

PAN and TRAPS Renewals 2019-2020

Prepared by:

Xterra Solutions, Inc.
Lorie Alvarado
(888) 343-0720
Fax (415) 373-6977
lalvarado@xterasolutions.com

Prepared for:

County of Solano
675 Texas Street Suite 4500
Fairfield, CA 94533-6340
Jaime C. Fontelera
JCFontelera@SolanoCounty.com
(707) 784-6389

Quote Information:

Quote #: 003754
Version: 1
Delivery Date: 08/30/2019
Expiration Date: 10/21/2019

Quote Summary

Description	Amount
Software & Subscriptions	\$156,398.16
Maintenance	\$12,870.14

Total: \$169,268.30

Taxes, shipping, handling and other fees may apply. Please allow for taxes and shipping when generating the Purchase Order. We reserve the right to cancel orders arising from pricing or other errors.

Signature: _____

Name: _____

Title: _____

Date: _____



Solano County

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

Agenda Submittal

Agenda #:	8	Status:	Consent Calendar
Type:	Notice of Completion	Department:	General Services
File #:	19-685	Contact:	Mark Hummel, 784-7908
Agenda date:	09/10/2019	Final Action:	
Title:	Approve a Notice of Completion for Vacaville Veterans Memorial Hall Improvement Project located at 549 Merchant Street in Vacaville constructed by Monley Hamlin, Inc. of Woodland; and Authorize the Clerk of the Board to record the executed Notice of Completion		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Notice of Completion, B - Summary of Project Funding and Expense		

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

Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

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

1. Approve a Notice of Completion (Attachment A) for Vacaville Veterans Memorial Hall Improvement Project located at 549 Merchant Street in Vacaville constructed by Monley Hamlin, Inc. of Woodland; and
2. Authorize the Clerk of the Board to record the executed Notice of Completion.

SUMMARY:

On August 14, 2018, the Board awarded a construction contract to Monley Hamlin, Inc. to provide improvements to the Vacaville Veterans Hall (Project). During the course of the construction, the quality of work exceeded the requirements of the construction documents and the Hall has been deemed code compliant. The Department of General Services is requesting that the Board approve the Notice of Completion for the Project and authorize the Clerk of the Board to record the document and allow release of retention funds held by the County.

FINANCIAL IMPACT:

The Board approved \$1,445,000 from a combination of General Fund Capital Renewal Reserve and Accumulated Capital Outlay (ACO) Funds to fund the project. The construction contract with Monley Hamlin, Inc. was for \$970,607 and two contract change orders were issued for a total amount of \$77,944, resulting in a final construction contract of \$1,048,551. The total project cost including design fees, permits, project management, and other miscellaneous costs was \$1,435,309. Remaining project funds of \$9,691 will be

returned to the ACO Fund. The Project budget and expenses are summarized in Attachment B.

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

DISCUSSION:

The Vacaville Veterans Memorial Hall, constructed in 1929, serves as a local historic landmark and is the home to four veteran's organizations and three auxiliaries that enjoy a reputation for broad community outreach and support. In 2017, Solano County General Services began meeting with Vacaville Veterans representatives to plan for proposed renovation work at the Memorial Veterans Hall. A \$1.4 million-dollar scope of work was identified for repairs, renovations and improvements to the hall. The renovation addressed exterior walkways and ramps, fencing, roofing, painting, energy-efficient air conditioning/heating and interior finishes and lighting. Additional food storage equipment was provided along with improvements to the basement food storage areas. The renovation also presented a unique opportunity to restore the grand meeting hall to its original splendor by uncovering and refurbishing the original high wood-paneled ceiling and heavy timber trusses.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

The Department of Resource Management Building and Safety Division provided building inspection and code compliance services for the Project.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Recorded at request of the
County of Solano

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the undersigned:

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

Project: **Vacaville Veterans Memorial Hall Improvement Project (1710)**

Address: **549 Merchant St
Vacaville, CA 95688**

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

Parcel #(s): **0130-236-120**

That the contract for the performance of such work was awarded to Monley Hamlin, Inc. of Woodland, CA; that said work was completed on June 31, 2019, and was accepted by the Board of Supervisors and said County of Solano on September 10, 2019; and that Monley Hamlin, Inc. was the contractor; and furthermore, that Endurance Assurance Corporation, Delaware, was the surety on the contractor's bonds.

State of California}
County of Solano}

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

By _____
ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

Attested:

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

Date

**Vacaville Veterans Memorial Hall Improvements
549 Merchant St, Vacaville**

Summary of Project Budget and Expenses

Approved Project Budget	\$	1,445,000
Construction Expense		
Construction Contract	\$	970,607
Change Order #1	\$	32,569
Change Order #2	\$	45,375
subtotal	\$	1,048,551
Other Project Expense		
Project Management	\$	87,000
Engineering and Design Fees	\$	204,478
Permits / Inspections	\$	9,843
Kitchen equipment	\$	25,032
Additional improvements to food storage areas	\$	33,781
Additional site improvements	\$	16,900
Other direct expenses	\$	9,724
subtotal	\$	386,758
Total Project Expense	\$	1,435,309
Project Fund Balance	\$	9,691
(Returned to Accumulated Capital Outlay Fund)		



Solano County

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

Agenda Submittal

Agenda #:	9	Status:	Consent Calendar
Type:	Notice of Completion	Department:	General Services
File #:	19-686	Contact:	Mark Hummel, 784-7908
Agenda date:	09/10/2019	Final Action:	
Title:	Approve a Notice of Completion for Sheriff Hot Water Replacement Project, Phase 1, Mechanical Room Improvements at 500 Union Avenue constructed by Division 5-15, Inc. of Gold River; and Authorize the Clerk of the Board to record the executed Notice of Completion		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Notice of Completion, B - Summary of Project Funding and Expense		

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

DEPARTMENTAL RECOMMENDATION:

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

1. Approve a Notice of Completion for Sheriff Hot Water Replacement Project, Phase 1, Mechanical Room Improvements at 500 Union Avenue constructed by Division 5-15, Inc. of Gold River; and
2. Authorize the Clerk of the Board to record the executed Notice of Completion.

SUMMARY:

On November 13, 2018, the Board awarded a construction contract to Division 5-15, Inc. of Gold River to provide improvements to the Sheriff Hot Water Replacement Project, Phase 1 - Mechanical Room Improvements project located at 500 Union Avenue in Fairfield. During the course of the construction, the quality of work met the requirements of the construction documents and has been deemed code compliant. The Department of General Services is requesting that the Board approve the Notice of Completion for the Project and authorize the Clerk of the Board to record the document in order to release retention funds held by the County.

FINANCIAL IMPACT:

The Board approved \$5,023,006 from a combination of Capital Renewal and Accumulated Capital Outlay (Budget Unit 1799) to address domestic water plumbing deficiencies throughout the facility. Phase 1 construction contract with Division 5-15, Inc was \$489,515 and two contract change orders were issued in the amount of \$40,621, resulting in a final construction contract expense of \$530,136. The total project cost including design fees, permits, project management, and other miscellaneous costs was \$761,620.

Remaining project funds of \$4,261,386 will be used to fund Phase 2, now under design. The Project budget and expenses are summarized in Attachment B.

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

DISCUSSION:

Plumbing deficiencies were previously identified including hot and cold domestic water supply piping throughout the facility and the water heating, pumping and reserve storage equipment inside the main mechanical room. While full scale plumbing replacement throughout the facility is planned for Phase 2, replacement of critical mechanical room equipment was prioritized in Phase 1. Corresponding Phase 1 scope included removal and replacement of hot water heat exchangers, pumps and hot water reserve storage tanks that were at the end of their useful life. Failing isolation and backflow check valves were also replaced and reconfigured for more efficient operations. Remaining Phase 1 work under separate contract includes water flow analysis to balance the delivery of hot water.

ALTERNATIVES:

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

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Recorded at request of the
County of Solano

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the undersigned:

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

Project: **Sheriff Hot Water Replacement Project, Phase 1 –
Mechanical Room Improvements (1799)**

Address: **500 Union Ave.
Fairfield, CA 94533**

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

Parcel #(s): **0330257030**

That the contract for the performance of such work was awarded to Division 5-15, Inc. of Gold River, CA; that said work was completed on July 18, 2019 and was accepted by the Board of Supervisors and said County of Solano on September 10, 2019; and that Division 5-15, Inc. was the contractor; and furthermore, that International Fidelity Insurance Company was the surety on the contractor's bonds.

State of California}
County of Solano}

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

By _____
ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

Attested:

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

_____ Date

**Sheriff Hot Water Replacement Project, Phase 1
Mechanical Room Improvements
500 Union Avenue, Fairfield**

Summary of Project Budget and Expenses

Approved Project Budget	\$ 5,023,006
 Construction Expense	
Construction Contract	\$ 489,515
Change Order #1	\$ 48,698
Change Order #2	\$ (8,077)
subtotal	\$ 530,136
 Other Project Expense	
Mechanical Room Project Management	\$ 60,000
Engineering and Design Fees	\$ 58,300
Permits / Inspections	\$ 11,757
Additional Construction Management	\$ 28,000
Flow Analysis & System Control Upgrades	\$ 63,627
Other expenses	\$ 9,800
subtotal	\$ 231,484
 Total Project Expense	 \$ 761,620
 Project Fund Balance	 \$ 4,261,386
(Remaining Balance to Fund Phase 2, now under design)	



Solano County

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

Agenda Submittal

Agenda #:	10	Status:	Consent Calendar
Type:	Contract	Department:	General Services
File #:	19-688	Contact:	Dave Daly, 469-4600
Agenda date:	09/10/2019	Final Action:	
Title:	Approve a 30 year Ground Lease Agreement with Bubba Air, LLC (David Goodhue) for a lease area of 4,800 square feet, for an initial annual rate of \$4,992, to allow construction of an aircraft hangar on the Nut Tree Airport; and Authorize the County Administrator to execute the agreement and any amendments		
Governing body:	Board of Supervisors		
District:	District 4		
Attachments:	A - Ground Lease Agreement, B - Project Location and Site Plan		

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

DEPARTMENTAL RECOMMENDATION:

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

1. Approve a 30 year Ground Lease Agreement with Bubba Air, LLC (David Goodhue) for a lease area of 4,800 square feet, for an initial annual rate of \$4,992, to allow construction of an aircraft hangar on the Nut Tree Airport (Attachment A); and
2. Authorize the County Administrator to execute the agreement and any amendments.

SUMMARY:

Bubba Air, LLC, a private corporation, proposes to construct a 4,800 square foot aircraft hangar on the Airport for private use. The hangar will be used for aeronautical purposes including aircraft storage, maintenance, repair and restoration. The hangar site is located within the Phase 1 Aeronautical Development Area identified in the Nut Tree Airport Business Plan. The location for the proposed hangar is shown on Attachment B. The recommended action includes the approval of a long-term ground lease.

FINANCIAL IMPACT:

Annual rent on the ground lease will start at \$4,992 per year and increase annually at a fixed rate of 3% over the term of the lease. The ground lease rate is based on current rates of comparable leases on the Airport and as advertised in Airport development marketing literature. Total rent collected during the first 10-year period of the lease will be \$57,228. Over the 30 year lease term, rents collected by the County will total \$237,496. Rent proceeds will go to the Nut Tree Airport in support of Airport operations and capital improvements.

Property taxes on the proposed hangar improvements and the ground lease will be received by the County. Based on comparable hangars, property taxes are estimated at \$6,400 during the first year following completion of the hangar. The additional aircraft associated with the hangar will also generate personal property taxes and can be expected to purchase fuel from the Airport fuel operation.

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

DISCUSSION:

Development of the proposed hangar and associated improvements will be funded 100% by Bubba Air. The project is estimated to cost \$185,000. The recommended ground lease is for a 30 year term to allow the lessee to finance project development costs. Commercial lending institutions are currently requiring a 37 year ground lease term to secure a 30 year loan. The recommended ground lease provides for an option to extend the lease for 10 years and to review the lease rental rate paid to the County.

The proposed hangar will be 4,800 square feet and include hangar doors and other access. The building will be light stone/tan in color comparable to adjoining and nearby hangars. Construction will also include improvement of a taxiway and paved apron for access to the hangar. Upon future development of the Phase 1 Aeronautical Area, the taxiway will be extended to serve future hangars. The taxiway will connect to a new taxiway currently under construction for an adjoining new private hangar approved by the Board in late 2018.

The Bubba Air hangar will involve utility improvements including water, sanitary sewer, storm drainage and electrical power. Existing utilities are located adjacent to the hangar site. Bubba Air is currently in the design phase on the hangar project and is planning to construct the hangar commencing spring 2020.

The proposed hangar will be developed within an aeronautical development area that is identified by the Nut Tree Airport Master Plan and Airport Business Plan. The project is consistent with implementing actions of the Airport Business Plan aimed at further development of the Airport and generation of revenue to support airport operations and investment.

ALTERNATIVES:

1. The Board could choose not to approve the ground lease agreement. This action is not recommended as the requested lease agreement will enable further hangar development and added revenue for the Airport.
2. The Board could elect to not delegate signing authority to staff. This action is not recommended since delegated authority will enable efficient execution of the ground lease agreement.

OTHER AGENCY INVOLVEMENT:

County Counsel has approved the ground lease contract as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

COUNTY OF SOLANO GROUND LEASE AGREEMENT

This Ground Lease Agreement ("Agreement") is entered into on September ___, 2019 (the "Effective Date") between the County of Solano, a political subdivision of the State of California (the "County") and Bubba Aire, LLC, for the use of a portion of real property located the Nut Tree Airport, Vacaville, CA.

Recitals

- A. County owns the Nut Tree Airport (Airport) which includes the real property identified as Assessor's Parcel Number 0129-240-020.
- B. Lessee desires to lease property (the "Property") from County for aircraft hangar development and aeronautical use, all pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the undersigned parties agree as follows:

- 1) PROPERTY. Lessee leases from the County the Property which is 4,800 square feet, as described and identified in **Exhibit A** (Property Description and Plat Map) and incorporated into this Agreement.
- 2) TERM. The term of this Agreement (the "Term") shall be 30 years and shall commence upon issuance of a Certificate of Occupancy by County of Lessee's improvements, but in no event later than November 1, 2020 (the "Commencement Date") and terminate on August 31, 2050 (the "Expiration Date"). Lessee shall execute and provide to County an "Acknowledgement of Completion of Construction" ("Acknowledgement"), which will signify the commencement of the Term if prior to November 1, 2020.

Upon 120 days written notice to County prior to termination of this Agreement, Lessee has the option to extend this Agreement for one additional 10 year term ending August 31, 2060 subject to all terms and conditions of this Agreement. Prior to extension of this Agreement by County, County and Lessee shall reevaluate the market ground lease rental rate. Under no circumstance shall the lease rental rate be decreased. Other comparable hangars located on the Nut Tree Airport and their associated ground lease rental rates shall be used as a basis for determining if an increase in the ground lease rental rate covered by this Agreement is warranted. Any increase in the ground lease rental rate shall not exceed five percent (5%) over the current rental rate required by this Agreement for the Property.

- 3) AGREEMENT NOT TRANSFERABLE. This Agreement is personal to Lessee only and is not transferable in any manner whatsoever without prior written consent by County. Transfer of this Agreement or the rights granted by this Agreement shall be void and of no force without the express written consent of County, which consent shall not be unreasonably withheld. Lessee shall not sublease, let or sublet all or any part of the Property nor assign this Agreement or any of its interest without the prior written consent of County.

4) PROPERTY USE.

- A. Lessee shall use the Property for aeronautical purposes only. Use of the Property shall be for aircraft storage, maintenance, repair and restoration, and other aeronautical activities to include aircraft display.
- B. Lessee understands and agrees that any rights granted pursuant to this Agreement are subordinate to the County's grant assurance obligations to the FAA now in effect, or promulgated in the future, and that all rights of Lessee to develop and use the Property granted pursuant to this Agreement, are subordinate to all FAA Grant Assurances and Obligations.
- C. Lessee agrees to comply with rules, regulations, and other requirements of the FAA or any successor federal regulatory agency; and Airport rules and regulations adopted by the County, the State of California, and the FAA, applicable to all users of the Airport.
- D. Lessee understands that the Property is located near, and in close proximity to, the Nut Tree Airport's Self-Serve Fuel Island (Fuel Island); and that aircraft frequently taxi to and from the Fuel Island, and use the area surrounding the Fuel Island, on a daily and regular basis; and that propeller blasts and propeller wash frequently occurs blowing dirt and dust well beyond the Fuel Island and the area surrounding the Fuel Island; and that dirt and dust from the propeller blast and wash will occur towards, and will likely reach, the Property and Lessee's hangar and the aircraft apron located in front of the Lessee's hangar; and Lessee assumes all risk associated with the location of Property.

5) RENT PAYMENTS.

- A. Lessee shall pay the County as consideration for its use of the Property, the sum of \$4,992 per year (\$1.04 Per Square Foot Per Year) (the "Rent"), with the first payment due on or before the Commencement Date of this Agreement. Lessee agrees to pay all Rent due to County during the Term, without any offset or deduction whatsoever, for the nonpayment of which County shall be entitled to exercise all such rights and remedies as are provided for in the case of the nonpayment of Rent. Lessee agrees to pay such Rent to County at the following address, or such other address as the County may from time to time designate:

County of Solano
Nut Tree Airport
301 County Airport Road, Suite 205
Vacaville CA 95688
Attention: Airport Manager

- B. Rent payments shall be due and payable annually in advance, on the first day of the month that corresponds with the Commencement Date. In addition to the rent, Lessee shall pay County if, and when due, any sales, use or other taxes or assessments, including possessory interest taxes, which may be assessed or due by reason of this Agreement or Lessee's use of the Property.

- C. Commencing with the 2nd annual Rent payment following the Commencement Date, and annually thereafter, the annual Rent payment shall be increased by three percent (3%) of the Rent in effect for the previous year.

6) DELINQUENT RENT. Lessee acknowledges that County incurs collection and administrative costs associated with pursuing delinquent Rent payments. County and Lessee agree that if payment of the Rent for any year is not post-marked or hand-delivered by the County by 5:00 p.m. on the fifteenth (15th) day of the month due, Lessee shall pay a late charge equal to five percent (5%) of such overdue amount, which shall be due and payable at the time the Rent is paid. If the late charge is not paid in a timely fashion, the amount owed will be added to the succeeding year's Rent. Acceptance of such late charge by County shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent County from exercising any of the other rights and remedies granted hereunder.

7) UTILITIES. Lessee shall be responsible for and shall pay for all charges for utility services furnished to the Property during the Term, and shall arrange for such services directly with the furnishing utility agency. Lessee is responsible for all utility connections, improvements, repairs or services provided to the Property in all respects. County is under no obligation to provide new, or extend existing, utility lines for services to the Property nor to undertake or bear any expense for any improvements to the Property. Lessee shall have the right to run utilities to the Property in order to service the Property provided that in doing so, Lessee shall not interfere with County's, or other permitted parties' uses of adjacent properties.

8) CONDITION OF PROPERTY. Lessee acknowledges and agrees that Lessee is accepting the Property in an "AS-IS" condition and that the County has not agreed to undertake or provide any improvements to the Property for the Lessee.

9) TIMELY INSTALLATION AND OPERATION.

A. Construction of Property improvements shall commence no later than June 1, 2020. All Property improvements, including site improvements and hangar construction, shall be completed in final form by no later than November 1, 2020. Failure to commence or complete Property improvements by the dates required by this section shall constitute Default of this Agreement subject to section 29 of this Agreement.

B. All of the improvements to be installed on the Property shall be installed at Lessee's sole cost and expense and in good and workmanlike manner by a licensed contractor and in accordance with building, fire, health and safety codes; and appropriate electrical, mechanical and structural plans and specifications to be reviewed by County, and in accordance will all FAA construction standards and specifications. Improvements to the Property shall be consistent with the Hangar Site Plan and Building Architectural Elevations identified in **Exhibit B**.

10) MAINTENANCE.

A. Lessee is obligated to maintain the Property and the improvements on the Property, including, but not limited to, buildings, fixtures and landscaping in a professional, clean and attractive condition at all times. Failure to do so after providing notice and reasonable opportunity to cure to Lessee as set forth in section 28 of this Agreement will result in Lessee being in default of this Agreement subject to termination by County subject to provisions of section 29 of this Agreement.

- B. In the event of a public necessity that County performs maintenance or repairs, which this Agreement requires Lessee to perform but which Lessee fails to perform, following notice by County and reasonable opportunity for Lessee to cure as provided for by section 28 of this Agreement, Lessee shall reimburse the County within fifteen (15) days after receipt of an invoice from County for the cost of such maintenance or repair plus an amount equal to twenty (15%) of such costs in order to reimburse County for administration and overhead.
- C. County agrees to assume the cost of and responsibility for maintenance and repair of taxiway improvements constructed by Lessee that are not located on the leased Property and that will serve as a common through taxiway to and from adjacent future hangar development areas. Responsibility by the County for repair and maintenance costs shall commence upon written acceptance by the County of the taxiway improvements following construction.
- 11) REPAIRS. With the exception of negligence by the County resulting in damage to the Property, the County shall not be responsible for or obligated to make any repairs to the Property during the Term of this Agreement. Lessee covenants and agrees, at its own cost and expense during the Term, to repair any damage to the Property caused by Lessee, its agents, or contractors and maintain the Property in good condition and repair.
- 12) ALTERATIONS. Lessee shall not make or permit any other person to make alterations to the Property outside of the scope of this Agreement without the prior written consent of County. Further, Lessee shall not make or permit any other person to make alterations to the Airport including the area adjacent to or in proximity to the Property and hangar building without the prior written consent of County.
- 13) FAILURE TO OBTAIN PERMITS. Lessee represents that Lessee has obtained or will apply for and obtain all of the necessary construction permits and/or governmental approvals for Lessee's development and improvement of the Property. Issuance of all required permits and governmental approvals is a precondition of this Agreement. Execution of this Agreement in no way constitutes approval by any County or City department with permitting authority over Lessee's activities. If Lessee has not, as yet, obtained such permits and/or approvals, Lessee will have the option to terminate this Agreement because of the denial by the appropriate government agency of any necessary construction permits and/or approvals. Such option must be exercised, if at all, by Lessee's delivery to County of written notice of such termination within five (5) days after Lessee's receipt of notice of denial. This Agreement shall terminate thirty (30) days after County receives written notice of Lessee's intent to terminate under this provision and neither County nor Lessee shall have any further rights, obligations, duties or liabilities to each other, except to the extent same accrued prior to the date of termination.
- 14) PERFORMANCE BOND. Lessee shall furnish to County a performance bond as described below prior to commencement of development and construction activities on the Property, and promptly after Lessee has complied with section 13 of this Agreement. The bond shall be issued by a surety company licensed to do business in the State of California, and be acceptable to the County in an amount not less than the amount of the construction cost for the development of the Property and shall remain in effect until the entire cost of Property development is paid in full and the new improvements have been insured as provided in this Agreement. The bond shall have the following provisions:

- A. That it is conditioned to secure the completion of the proposed construction, free from all liens and claims of contractors, Subcontractors, mechanics, laborers and materialmen for 36 months after commencement of construction.
 - B. That the construction work shall be completed by Lessee, the general contractor or, on their default, the surety company.
 - C. That in default of such completion of payment, such part of the amount of the bond as shall be required to complete the work shall be paid to County as liquidated and agreed damages for the nonperformance of Lessee's agreements, it being agreed that the exact amount of County's damages is difficult and impractical to ascertain.
 - D. That the surety company will defend and indemnify County against all loss, cost, damage, expense and liability arising out of or connected with the work of improvement.
- 15) PROTECTION OF COUNTY AGAINST COST OR CLAIM. Lessee shall pay or cause to be paid the total cost and expense of any and all work of improvement on the Property, as that phrase is defined in the Mechanic's Lien Law in effect in the State of California when the work begins. Lessee shall not suffer or permit to be enforced against the Property any mechanic's, materialmen, contractor's or subcontractor's lien arising from any work of improvement however occurring. Lessee may post a bond against such lien and dispute the validity of the lien. Lessee will defend and indemnify County against all liability and loss of any type arising out of work performed on the Property together with reasonable attorney's fees and all costs and expenses incurred by County in negotiating, settling, defending or otherwise protecting against such claims.
- 16) ACCESS BY LESSEE. For the entire term of this Agreement, Lessee and its agents and contractors shall have access to the Property.
- 17) ACCESS BY COUNTY. Lessee agrees to accommodate access to the Property and hangar by the County and City of Vacaville officials with prior request of no less than 10 days for the purpose of periodic fire and safety code inspections and compliance with the terms and conditions of this Agreement.
- 18) OWNERSHIP AND REMOVAL OF IMPROVEMENTS AT TERMINATION.
- A. REMOVAL OF IMPROVEMENTS BY LESSEE. Lessee may remove all fixtures and improvements from the Property at expiration of the Term. Removal of all fixtures and improvements shall be at the sole expense of Lessee. Lessee shall notify the County 180 days prior to expiration of the Term that Lessee will be removing all fixtures and improvements from the Property. Lessee shall remove any and all fixtures and improvements from the Property within 120 days following expiration of the Term.
 - B. LESSEE OFFER OF IMPROVEMENTS TO COUNTY. If Lessee desires not to remove the fixtures and improvements from the Property, Lessee may offer the fixtures and improvements to the County, without condition and at no cost to the County, for the County to own. Lessee shall notify the County 180 days prior to expiration of the Term that Lessee is offering the fixtures and improvements to the County. At the sole discretion of the County, the County may elect to accept or reject the offer subject to the following terms:

1. If County elects to accept the offer to own the fixtures and improvements, the improvements shall be free from all security interest(s) and claims granted to Lessee's lender(s), and be free and clear of all claims to or against Lessee's lenders by Lessee or any third person, and Lessee shall defend and indemnify County against all liability and loss arising from such claims. Notice by the County regarding the County acceptance of the offer will be provided to Lessee within 60 days prior to the expiration of the Term. If the County, at its sole discretion and as owner of the fixtures and improvements, elects to lease the fixtures and improvements, the Lessee will have a Right of First Refusal to lease from the County the fixtures and improvements under terms and conditions acceptable to the County; or
2. If County elects to reject the offer to own the fixtures and improvements, the Lessee shall remove any and all fixtures and improvements from the Property within 120 days following expiration of the Term. Notice by the County regarding County rejection of the offer will be provided to Lessee within 60 days prior to the expiration of the Term. Within 30 days after such notice, Lessee shall deposit with County as depository, as security for compliance with the notice, a performance bond in the amount of the highest of three estimates of the cost of removing any and all fixtures and improvements given by licensed demolition contractors.

C. CONDITION OF PROPERTY UPON REMOVAL OF IMPROVEMENTS. The duty of the Lessee imposed by this section includes, but is not limited to, the duty of Lessee to demolish and remove all buildings and foundations and footings, all base and subgrade material, fill all excavations with native soil, disconnect, terminate and mark all utilities at grade, and return the Property and surface to grade with native grass, and leave the Property safe and free of all debris and hazards.

19) NONENCUMBRANCE OF FEE INTEREST.

- A. No encumbrance, whether deed of trust, mortgage or other instrument incurred by Lessee shall, nor shall Lessee have the power to, incur an encumbrance that will constitute in any way a lien or encumbrance on the fee of the Property or any interest of County in the Property.
- B. Encumbrances of the leasehold estate shall not merge with the fee estate in the Property merely because both estates have been acquired or become vested in the same person or entity.
- C. The mortgage and all rights acquired under it shall be subject to each and all of the covenants, restrictions and conditions of this Agreement and to all rights and interests of County except as otherwise provided in this Agreement.
- D. Lessee shall give County prior written notice of any such mortgage and shall accompany the notice with a true copy of the note and mortgage. The mortgage document shall contain provisions that all notices of default under the note and mortgage must be sent to County and Lessee, and that County shall have the right to cure any default of Lessee if Lessee fails to do so.

20) INDEMNIFICATION. Lessee indemnifies, agrees to defend and hold harmless County, its employees, agents and officers from and against any liability, damages, injuries, or claims for damages by reason of injury to any person or persons, including Lessee, or property of any kind

whatsoever and to whomsoever belonging, including Lessee, arising from the operations and/or use of the Property, by Lessee, its agents, customers, business invitees and/or any persons acting on Lessee's behalf, except for those damages arising out of the negligence or willful misconduct of the County. Lessee shall defend, indemnify and save harmless County and all officers and employees, thereof, from all liability, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to Property arising from or relating to Lessee's use of the Property. County shall indemnify Lessee from and against any liability for personal injury or property damage arising out of the negligence or willful misconduct of the County in connection with the Property.

County shall not be held responsible or liable for any subsurface soil conditions existing at, on, or under the Property on the effective date of this Agreement, except to the extent arising out of the willful misconduct or negligence of County, its officers, agents, or employees. Notwithstanding anything to the contrary contained in this Agreement, County and Lessee acknowledge that as a material inducement for County entering into this Agreement, County shall not be liable under any circumstances for punitive damages or consequential damages (including, without limitation, lost profits or customer losses of Lessee).

21) DAMAGE TO PROPERTY OR PERSON. County will not be liable for the following: (i) any loss or damage to property of Lessee, including the improvements, or of others located in or on the Property, by theft or otherwise, (ii) any injury or damage to persons or property within the Property resulting from fire, explosion, falling sheetrock, gas, electricity, water, rain, snow or leaks from any part of the Property, or from the pipes, appliances or plumbing works, street or subsurface, or from any other place or by dampness or by any other cause of whatsoever nature, (iii) any injury or damage caused by other Lessees or any person(s) in the Property, or by occupants of property adjacent to the Property or common areas, or by the public, or by the construction of any private, public or quasi-public work, or (iv) any latent defect in construction of the Property.

22) INSURANCE. Lessee shall, at its sole cost and expense, procure and maintain during the entire term of this Agreement public liability and property damage insurance in accordance with the requirements of Exhibit C, which is attached and incorporated into this Agreement. Proof of insurance shall be submitted to County prior to the Commence Date of the Term of this Agreement.

23) HAZARD AND HAZARDOUS MATERIALS. Hazardous materials are those substances listed in the Comprehensive Environmental Response, Compensation and Liability Act, 42, U.S.C. Section 9601, et seq. ("CERCLA") and the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et. seq., or those which meet the toxicity, reactivity, corrosivity or flammability criteria of the above regulations, as well as any other substance which poses a hazard to human health or to the environment.

Except as otherwise permitted in this Agreement, Lessee shall not use, create, store or allow any such substances on the Property provided, however, that Lessee may use within the Property lead-acid batteries for emergency back-up power and small quantities of cleaning solvents, provided that such materials are used, transported, maintained and disposed of in full compliance with applicable environmental laws and regulation, and that no hazardous materials are released in or about the Property. In no case shall Lessee cause or allow the deposit or disposal of any such substance on the Property. Household products necessary for routine cleaning and maintenance of the Property may be kept on the Property in reasonable quantity.

Lessee agrees not to use or permit the use of the Property for any other purpose, or for any purpose which is illegal, dangerous to life, limb or property, or which, in County's reasonable opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Property. In particular, no semiconductors or other electronic equipment containing polychlorinated biphenyls (PCB's) or other environmentally hazardous materials will either be used or stored in or around the Property, and no such materials will be used in any of the equipment operated by Lessee on the Property.

24) POSSESSORY INTEREST. Lessee understands and acknowledges that its interest may be subject to a possessory interest tax or property tax that may be levied on Lessee by the County of Solano pursuant to Section 107 of the Revenue & Taxation Code, Section 33673 of the Health and Safety Code, or other provision of state or local law. Lessee agrees to pay any such tax directly to the County Tax Collector which is billed separately and directly to Lessee.

25) NOTICES. All notices required by this Agreement shall be in writing and given to the party as follows:

Lessee:	Bubba Aire, LLC 2806 Corona Drive Davis, CA 95616 Attention: David Goodhue
County:	County of Solano Nut Tree Airport 301 County Airport Road, Suite 205 Vacaville CA 95688 Attention: Airport Manager

Any notice or demand required to be given shall be made by certified or registered mail, return receipt requested, or reliable overnight courier. County or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

26) SEVERABILITY/WAIVER. If any provision of this Agreement shall be determined to be invalid by any court of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect. Waiver by either party of any of its rights under this Agreement must be in writing and shall not constitute a waiver of any other rights such party may have.

27) AMENDMENT. The terms of this Agreement may be amended only in a writing signed by County and Lessee.

28) DEFAULT. The occurrence of any of the following will constitute a default under this Agreement by Lessee:

- A. Any failure by Lessee to pay, within thirty (30) days, following notice of nonpayment, Rent or to make any other payment required under this Agreement.

- B. Any failure by Lessee to observe and perform any other provision of this Agreement to be observed and performed by Lessee, where such failure continues for thirty (30) days after written notice by County to Lessee; provided, however, that if such default cannot be cured within thirty (30) days, Lessee shall not be deemed to be in default if Lessee commences to perform the cure and diligently pursues it to completion..

29) TERMINATION OF AGREEMENT. In the event of default by Lessee, County shall have the right immediately to terminate this Agreement and all rights of Lessee hereunder by giving written notice of no less than thirty (30) days to Lessee of such election by County. No act by County other than giving written notice to Lessee shall terminate this Agreement. This Agreement may be terminated by Lessee without further liability on thirty (30) days prior written notice as follows: (i) upon a default of any covenant, condition, or term hereof by County, which default is not cured within sixty (60) days of receipt of written notice of default; (ii) by Lessee prior to the Commencement Date for any reason and for no reason, provided Lessee delivers written notice of termination to County prior to the Commencement Date.

30) SUCCESSORS APPLICABLE LAW. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties. The laws of the State of California shall govern this Agreement.

31) DAMAGE. If the Property or improvements are damaged, destroyed or condemned, Lessee may elect to terminate this Agreement as of the date of the damage, destruction or condemnation by giving notice to County no more than forty-five (45) days following the date of such damage, destruction or condemnation. If Lessee chooses not to terminate this Agreement, the Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Property.

32) RECORDATION. Lessee agrees not to record this Agreement or any memorandum thereof unless required by governmental action or franchise agreement.

33) FORCE MAJEURE. Whenever a period of time is prescribed for the taking of any action by either party, that party shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of said party.

34) TIME OF PERFORMANCE. Except as expressly otherwise provided, with respect to all required acts of Lessee, time is of the essence of this Agreement. Lessee agrees to complete and finalize all hangar construction and improvements to the Property no later than July 1, 2018. Failure to complete and finalize all hangar construction and improvements shall constitute a default under this Agreement by Lessee subject to Section 28 of this Agreement.

35) TRANSFERS BY COUNTY. County shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Property referred to in this Agreement, and in such

event and upon such transfer, County shall be released from any further obligations hereunder, and Lessee agrees to look solely to such successor in interest of County for the performance of such obligations.

36) COMMISSIONS. Lessee indemnifies and holds County harmless against any loss, claim, expense or liability with respect to any commissions or brokerage fees claimed on account of the execution and/or renewal of this Agreement.

37) ENTIRE AGREEMENT. This Agreement embodies the entire agreement between County and Lessee with relation to the contemplated transaction, and there have been and are no covenants, agreements, representations, warranties, or restrictions between County and Lessee with regard to this Agreement other than those specifically set forth in this Agreement.

38) COMMENCEMENT OF OPERATIONS. The commencement of operations on the Property by Lessee shall constitute the acknowledgment and agreement of Lessee that Lessee is fully familiar with the physical condition of the Property, and that Lessee has accepted the same in good order and condition, and that the Property complies in all respects with the requirements of this Agreement and is suitable for the purposes for which the Property is leased. In that regard, County disclaims, and Lessee waives, any express or implied warranty of suitability with respect to the Property and any express or implied warranty of fitness for a particular purpose.

39) NO PARTNERSHIP. Nothing in this Agreement shall be construed to create a partnership or joint venture between County and Lessee or any other relationship other than as County and Lessee; nor shall Lessee in any manner act or indicate to any third party that it is acting as agent of County.

40) CALENDAR DAYS. All time periods and days referred to in this Agreement shall mean calendar days and not business days, unless specifically written as business days.


41) TITLE AND AUTHORITY. County and Lessee each warrant to the other that it has full right, power and authority to execute this Agreement. County further warrants that it has no knowledge that this Agreement will violate any existing covenant, condition or agreement affecting the Property.

The parties, as duly authorized to do so, have executed this Agreement as of the date first written above.

COUNTY: County of Solano, a political
subdivision of the State of California

LESSEE: Bubba Aire, LLC

BY: _____
Birgitta E. Corsello
County Administrator

BY:  19 AUG 19
David Goodhue

APPROVED AS TO FORM:


County Counsel

EXHIBIT A
Property Description and Plat Map

**LEGAL DESCRIPTION
LEASE AREA
NUT TREE AIRPORT**

All that real property situated in the City of Vacaville, County of Solano, State of California, described as follows:

Being that portion of the Nut Tree Airport described as follows:

Beginning at a point being distant North 41°50'11" West, 393.62 feet from a point on the northerly line of the map entitled "Record of Survey of the Nut Tree", filed in Book 25 of Surveys, Page 41, Solano County Records, said point being the southwesterly terminus of that bearing and course designated as "North 45°41'28" East 626.88"; thence from said **Point of Beginning**, the following four (4) courses and distances:

1. North 56°17'39" West, 60.00 feet;
2. North 33°42'21" East, 80.00 feet;
3. South 56°17'39" East, 60.00 feet to a point being South 83°19'16" West, 671.29 feet from the northeasterly terminus of aforementioned course designated as "North 45°41'28" East 626.88";
4. South 33°42'21" West, 80.00 feet to the **Point of Beginning**.

This description was prepared from record data. The basis of bearings for this description is the map filed in Solano County Records on January 15, 1997 at Book 22 of Surveys, Page 10.

Containing 4800 Square Feet, more or less.

See plat to accompany description, attached hereto and made a part hereof.

End of description.

This Legal Description was prepared by or under the direction of:

Thomas A. Phillippi, RCE 32067

Date:

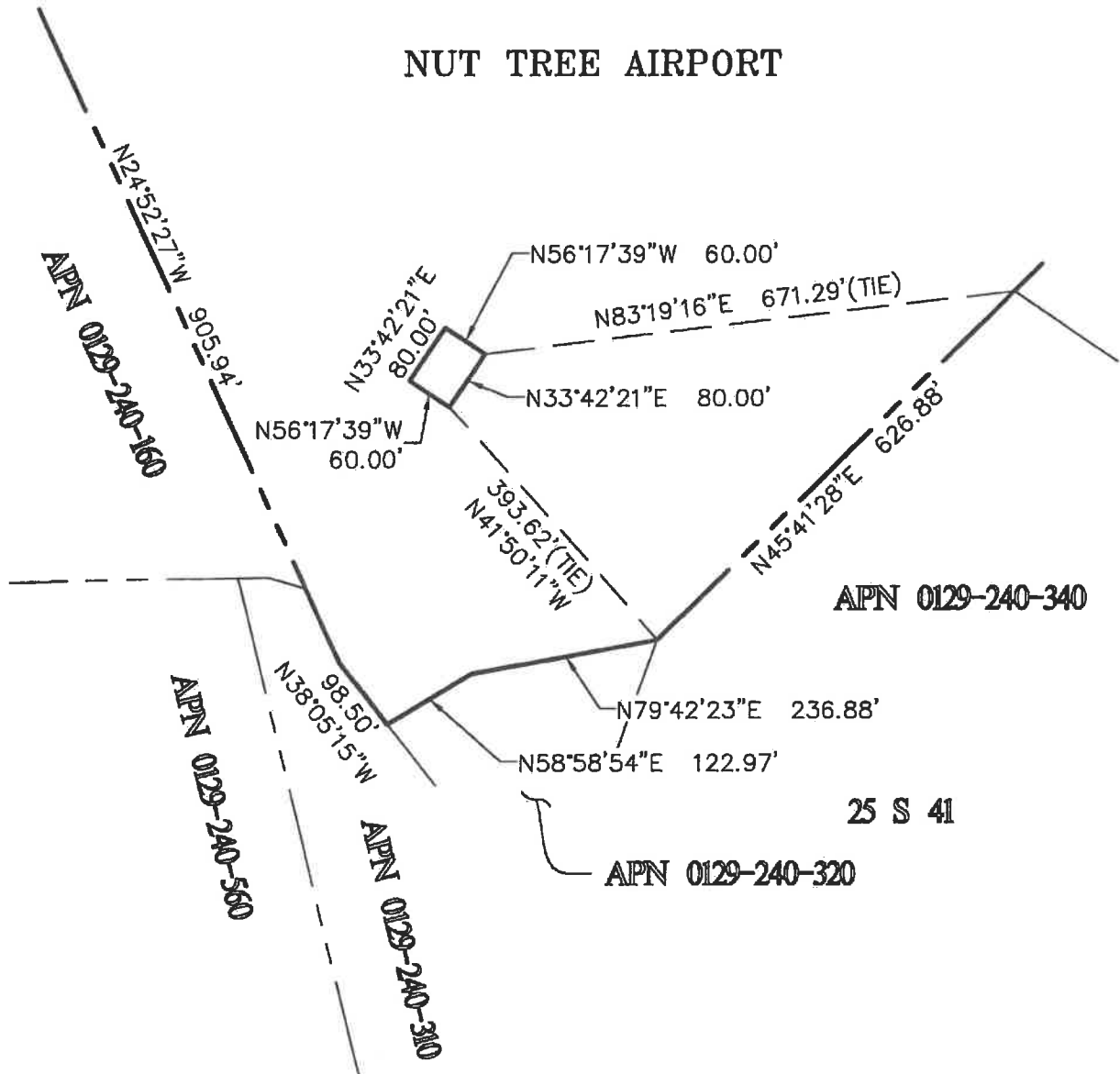


EXHIBIT A-1
LEASE AREA
4800± SQ.FT. TOTAL



SCALE
1"=200'

NUT TREE AIRPORT



PROJECT NAME/LOCATION:

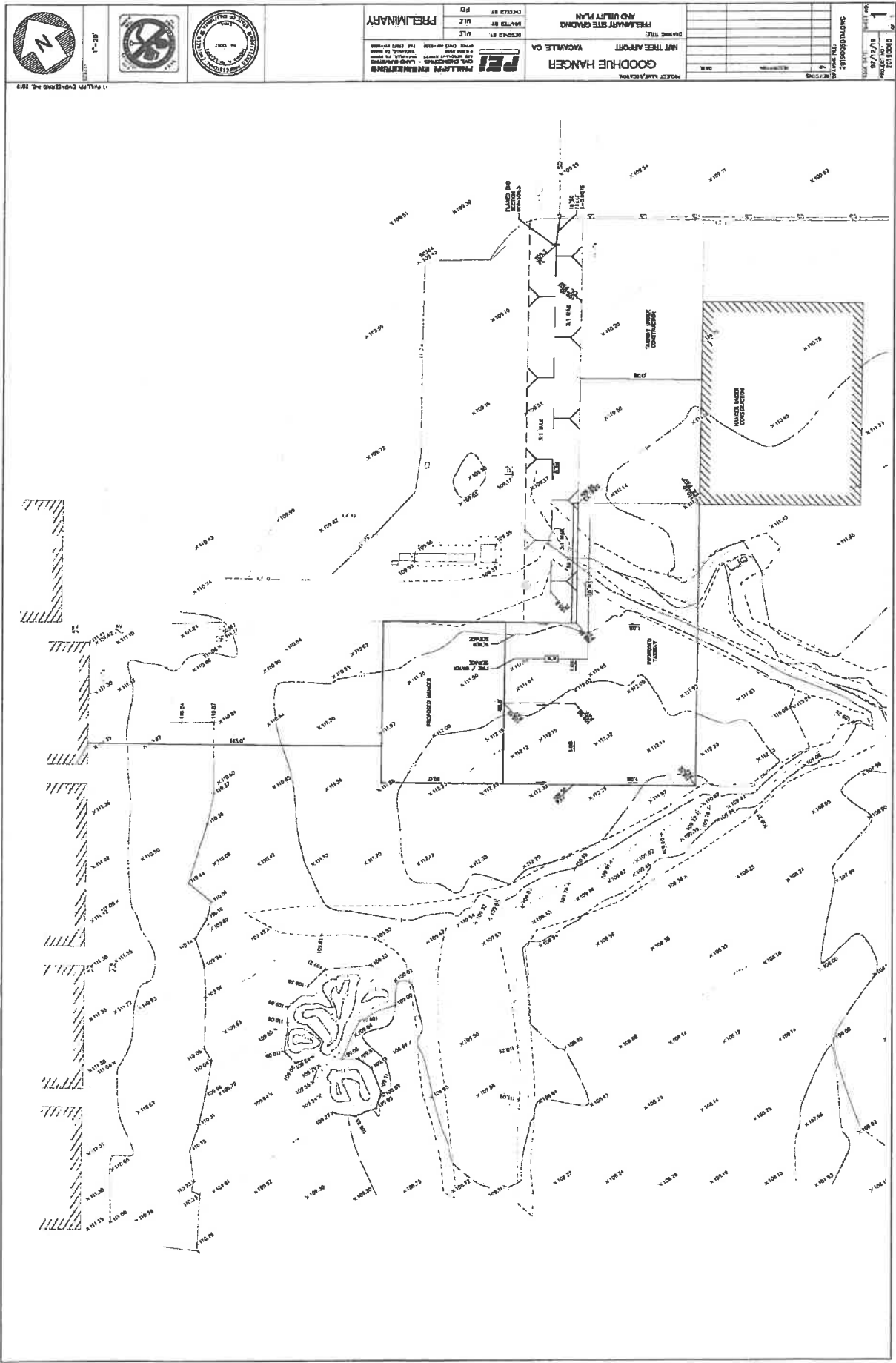
NUT TREE AIRPORT
LEASE AREA

DRAFTED BY: GJM
CHECKED BY: SWT
PROJECT NO.: 20190060
DWG NAME: 20190060 Lease
ISSUE DATE: 06/18/19

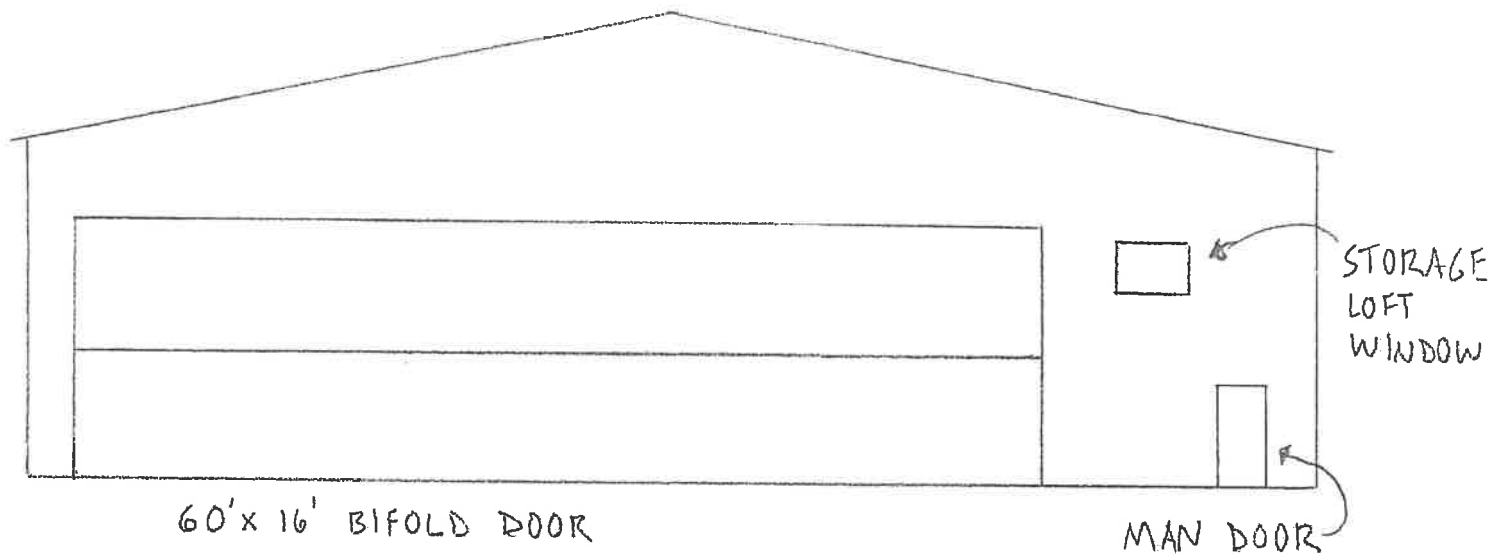


PHILLIPPI ENGINEERING
CIVIL ENGINEERING - LAND SURVEYING
425 MERCHANT STREET VACAVILLE, CA 95688
P.O. BOX 6556 VACAVILLE, CA 95688
OFFICE (707) 451-8558 FAX (707) 451-8555

EXHIBIT B
Hangar Site Plan and Building Architectural Elevations



60' x 80' STEEL HANGAR
EAVE HEIGHT: 21' ROOF SLOPE 12:1 (RIDGE HEIGHT: 28' 9")
SIDING COLOR: SANDSTONE TRIM: BROWN
ROOF COLOR: WHITE



BUBBA AIRE, LLC HANGAR

SOUTHEAST ELEVATION

SCALE: $\frac{3}{32}'' = 1'$

EXHIBIT C
Insurance Requirements

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.) | \$5,000,000 | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$5,000,000 | per accident for bodily injury and property damage with an MCS-90 endorsement |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Pollution Legal Liability: | \$5,000,000 | per occurrence covering claims for on-site, under-site or off-site bodily injury and property damage as a result of pollution conditions arising out of its operations. |

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

E. At the option of the County, Contractor shall provide a financial guarantee reasonably satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions

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

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be 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 equivalent) to Contractor's insurance policy, or as a separate owner's policy. Automobile coverage shall include an MCS90 Endorsement and ISO Form CA 99 48 03 06 – Pollution Liability-Broadened Coverage for Covered Autos.

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

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

G. Waiver of Subrogation

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

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

H. Acceptability of Insurers

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

I. Verification of Coverage

- (1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.
- (2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.
- (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 required by these specifications at any time.





Solano County

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

Agenda Submittal

Agenda #:	11	Status:	Consent Calendar
Type:	Notice of Completion	Department:	General Services
File #:	19-687	Contact:	Mark Hummel, 784-7908
Agenda date:	09/10/2019	Final Action:	
Title:	Approve a Notice of Completion for Solano County Fairfield Library Boiler/Chiller Replacement Project located at 1150 Kentucky Street in Fairfield constructed by ACCO Engineered Systems, Inc. of Sacramento; and Authorize the Clerk of the Board to record the executed Notice of Completion		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Notice of Completion, B - Summary Project Funding and Expense		

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

DEPARTMENTAL RECOMMENDATION:

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

1. Approve a Notice of Completion for Solano County Fairfield Library Boiler/Chiller Replacement Project located at 1150 Kentucky Street in Fairfield constructed by ACCO Engineered Systems, Inc. of Sacramento; and
2. Authorize the Clerk of the Board to record the executed Notice of Completion.

SUMMARY:

On June 12, 2018, the Board awarded a construction contract to ACCO Engineered Systems, Inc. to remove the existing boiler/chiller and replace with new boiler/chiller provided by the County at Solano County Fairfield Library located at 1150 Kentucky Street in Fairfield. During the course of construction, the quality of work satisfied the requirements of the construction documents and has been deemed code compliant. The Department of General Services is requesting that the Board approve the Notice of Completion for the Project and authorize the Clerk of the Board to record the document in order to release retention funds held by the County.

FINANCIAL IMPACT:

In FY2018/19 the Board approved \$1,802,000 from the Library Contingency Fund (BU 6311) to fund the project. The construction and installation contract with ACCO Engineered Systems, Inc. was \$750,239 and two contract change orders were issued in the amount of \$62,435, resulting in a final construction contract expense of \$812,674. The total project cost including boiler/chiller acquisition, design fees, permits, project

management, and other miscellaneous costs was \$1,599,076. Remaining project funds of \$202,924 will be returned to the Library Contingency Fund. The Project budget and expenses are summarized in Attachment B.

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

DISCUSSION:

Solano County Fairfield Library Chiller/Boiler Replacement Project included the demolition of the existing failing chiller/boiler mechanic unit and installation of a new custom chiller/boiler unit manufactured by Trane Co. that was separately purchased and supplied by Solano County. The project includes duct work modifications throughout the entire library and rebuilding existing Air Handling Units. The project also includes the installation of a new energy efficient HVAC control system. The project also removed and replaced the aging cooling system for the IT server room and replaced it with two new cooling units to provide back-up redundancy. In the course of construction, two change orders totaling \$62,435 were approved for additional work due to unforeseen conditions.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

The Department of Resource Management Building and Safety Division provided building inspection and code compliance services for the Project. Facilities participated in plan and submittal reviews, punch walks and training. Capital Projects Management also coordinated with The City of Fairfield Fire Department for work along the access road shared with the adjacent firehouse.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Recorded at request of the
County of Solano

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

NOTICE OF COMPLETION

NOTICE IS GIVEN that the undersigned:

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

Project: Solano County Fairfield Library Chiller/Boiler Replacement Project (6311)

Address: 1150 Kentucky Street
Fairfield, CA 94533

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

Parcel #(s): 0030-330-070

That the contract for the performance of such work was awarded to ACCO Engineered Systems, Inc. of Sacramento; that said work was completed on or about April 23, 2019 and was accepted by the Board of Supervisors and said County of Solano on September 10, 2019; and that ACCO Engineered Systems, Inc. was the contractor; and furthermore, that Fidelity and Deposit Company of Maryland was the surety on the contractor's bonds.

State of California}
County of Solano}

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

By _____
ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

Attested:

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

_____ Date

**SOLANO COUNTY FAIRFIELD LIBRARY CHILLER/BOILER REPLACEMENT
PROJECT
1150 Kentucky Street, Fairfield**

Summary of Project Budget and Expenses

Approved Project Budget	\$ 1,802,000
Construction Expense	
Construction Contract	\$ 750,239
Change Order 01	\$ 24,289
Change Order 02	\$ 38,146
Construction Expense	\$ 812,674
Acquisition Expense	
Trane Company	\$ 499,684
Maxim Crane Company	\$ 2,764
Acquisition Expense	\$ 502,448
Other Project Expense	
Project Management	\$ 93,780
Engineering and Design Fees	\$ 187,140
Permits / Inspections	\$ 1,971
Miscellaneous Expense	\$ 1,063
Project Contingency (Final)	\$ -
Total Other Project Expense	\$ 283,954
Total Project Expense	\$ 1,599,076
Project Fund Balance	\$ 202,924
(Balance to be returned to the Library's Contingency Fund)	



Solano County

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

Agenda Submittal

Agenda #:	12	Status:	Consent Calendar
Type:	Resolution	Department:	General Services
File #:	19-689	Contact:	Dave Daly, 469-4600
Agenda date:	09/10/2019	Final Action:	
Title:	Adopt a resolution authorizing acceptance of a grant offer agreement from the Federal Aviation Administration (FAA) for design of Taxiway Rehabilitations up to \$113,000; and Delegate signing authority to the County Administrator including amendments to the grant agreement to complete the project.		
Governing body:	Board of Supervisors		
District:	District 4		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Department of General Services recommends that the Board:

1. Adopt a resolution authorizing acceptance of a grant offer agreement from the Federal Aviation Administration (FAA) for design of taxiway rehabilitations up to \$113,000; and
2. Delegate signing authority to the County Administrator including amendments to the grant agreement to complete the project (Attachment A).

SUMMARY:

In coordination with the FAA, the Airport prepared an Airport Pavement Management Plan in 2015/16 that evaluated the condition of runway and taxiway pavements and prioritized necessary improvements. The Taxiway Rehabilitations Project is a part of the Airport Capital Improvement Plan (ACIP) approved by the Board with the Airport Master Plan (2014) and Airport Business Plan (2015). The FAA notified staff that the County should expect a grant award in September 2019 for design of the Project. The General Services Department is recommending the Board approve a resolution (Attachment A) authorizing acceptance of a grant offer agreement from the Federal Aviation Administration (FAA) for design of taxiway rehabilitations up to \$113,000.

FINANCIAL IMPACT:

The Project is included in the Airport FY2019/20 budget for \$125,000 (BU 9020 - Taxiway Rehabilitation Design). The FAA will fund between 50% - 90% (\$62,000 - \$113,000) of the Project design cost. Construction of the Project is planned for summer of 2020 subject to additional grant funds from the FAA.

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

DISCUSSION:

The FAA has notified the County that the grant offer process for 2019 requires that executed grant agreements be returned to the FAA within two (2) days. The recommended Resolution will allow the County to be prepared to accept and execute the grant agreement once received.

Design of the Taxiway Rehabilitations Project will occur between October 2019 - Spring 2020. Given the number of taxiways to be included in the project scope, the project design plans are expected to allow phasing of construction in order to control the cost of each phase for the Airport and the FAA. Construction of the first Project phase is planned for summer of 2020 depending on scope and subject to grant construction funds from the FAA.

ALTERNATIVES:

1. The Board could choose not to approve the Resolution authorizing acceptance of a grant from the FAA. This action is not recommended as the grant will fund from 50% - 90% of the Project.
2. The Board could elect to not delegate signing authority to staff. This action is not recommended since delegated authority will enable the County to meet FAA grant execution timeline requirements.

OTHER AGENCY INVOLVEMENT:

Close coordination has occurred with the FAA regarding the Project and the scheduling of program funds. The Nut Tree Airport Advisory Committee has previously reviewed the Project during its July 2019 meeting. County Counsel reviewed and approved the recommended Resolution and will review the FAA grant agreement prior to execution.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2019 - ____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE ACCEPTANCE OF AN ALLOCATION OF FUNDS AND
EXECUTION OF GRANT AGREEMENTS WITH THE FEDERAL AVIATION
ADMINISTRATION FOR AN AIRPORT IMPROVEMENT PROGRAM ("AIP")
MATCHING GRANT FOR TAXIWAY REHABILITATIONS**

Whereas, the County of Solano operates the Nut Tree Airport for the service and benefit of the community; and

Whereas, the County of Solano submitted to the Federal Aviation Administration ("FAA") a project application for a grant of Federal funds for a project at the Nut Tree Airport; and

Whereas, the County expects to receive a grant offer from the FAA Airport Improvement Program to design Taxiway Rehabilitations; and

Whereas, acceptance of the grant funding requires that the Board of Supervisors adopt a resolution authorizing the acceptance of an allocation of funds and the execution of a grant agreement.

Resolved, the Solano County Board of Supervisors, State of California:

1. Authorizes accepting the allocation of FAA Grant Offer No. 3-06-0270-023-2019 up to \$113,000 as may be amended, for the purpose of completing the project.
2. Authorizes the acceptance, execution of any and all documentation associated with the grant, as may be required and delegates authority to the County Administrator to execute and administer the grant agreement, as well as any amendments/modifications requested by the FAA on the County's behalf.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on September 10, 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 #:	13	Status:	Consent Calendar
Type:	Resolution	Department:	Human Resources
File #:	19-703	Contact:	Marc Fox, 784-2552
Agenda date:	09/10/2019	Final Action:	
Title:	Adopt a resolution approving a successor collective bargaining agreement between Solano County and Unit 19 - Executive and Senior Management represented by Professional and Technical Engineers, Local 21		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution, B - Link to MOU		

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 that the Board of Supervisors adopt a resolution approving a successor collective bargaining agreement between the County and Unit 19 - Executive and Senior Management represented by Professional and Technical Engineers, Local 21.

SUMMARY:

The County and Local 21 have an existing collective bargaining agreement which expires on October 5, 2019. Representatives from the County and Local 21 have met and conferred in good faith regarding the terms for the successor collective bargaining agreement. The County and Local 21 reached a total tentative agreement for the successor collective bargaining agreement, for a term through October 21, 2022. The employees represented by Local 21 have ratified the terms of the successor collective bargaining agreement and the final step is the Board of Supervisors' approval.

FINANCIAL IMPACT:

Adoption of the new collective bargaining agreement for Local 21 is projected to increase payroll costs by a total of \$3,601,363 during the term of the agreement (effective October 6, 2019 through October 21, 2022). Of this total cost, \$400,722 is during Fiscal Year 2019/20, \$734,302 is during Fiscal Year 2020/21, \$1,075,152 is during Fiscal Year 2021/22, and \$1,391,187 is during Fiscal Year 2022/23 (through October 21, 2022).

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

DISCUSSION:

Representatives of the County and Local 21 have met and conferred in good faith on the changes to the collective bargaining agreement on wages, hours and other terms and conditions of employment.

The parties have agreed on the following changes:

1. **TERM OF THE AGREEMENT:** The collective bargaining agreement will be effective October 6, 2019 through October 21, 2022.
2. **WAGES:** During Fiscal Year 2019/20 employees receive a three percent (3%) wage increase effective October 6, 2019.

During Fiscal Year 2020/21 employees receive a three percent (3%) wage increase effective October 4, 2020.

During Fiscal Year 2021/22 employees receive a two percent (2%) wage increase effective October 3, 2021, a one percent (1%) wage increase effective April 3, 2022, and a one percent (1%) wage increase effective September 4, 2022.

In addition, payable on January 17, 2020, all active employees as of December 29, 2019 will receive a one-time lump sum payment of nine hundred dollars (\$900.00), with said payment not subject to CalPERS reporting of benefits. Part-time employees in this bargaining unit will receive a pro-rata amount based on his/her full-time equivalence.

3. **HEALTH INSURANCE/CAFETERIA PLAN:** The County receives health insurance through CalPERS' Public Employees' Medical and Hospital Care Act (PEMHCA, or PERS Health Program). The County's maximum premium contribution for health insurance/cafeteria plan is set at 75% of the PEMHCA Region 1 Kaiser Permanente family rate for benefits effective for 2020, 2021, and 2022.
4. **OTHER PAID HOLIDAYS:** Effective January 1, 2020 employees in Bargaining Unit 19 will receive the afternoon of December 24th (Christmas Eve Day) and December 31st (New Year's Eve Day) as paid holidays.
5. **OTHER ITEMS:**
 - Effective July 1, 2020, the County will increase the maximum tuition reimbursement from \$1,100 to \$2,000 per year.
 - Incorporated the Personnel & Salary Resolution's (PSR's) management business expense reimbursement of up to \$25 per month into the collective bargaining agreement.
 - Increased the maximum vacation accrual bank for an employee with three through nine years of Solano County service from 280 hours to 360 hours.
 - Increased the maximum sick leave an employee may use annual for a family member from 80 to 120 hours.
 - Agreed to establish a countywide work group to discuss and develop a recommended payment for employees who work at the Emergency Operations Center during the disaster phase of a disaster which lasts more than three full calendar days.
 - Conduct a classification study and/or compensation study for Public Authority Administrator, Administrative Services Manager, and specified Health and Social Services Department deputy directors and administrators.
 - Meet and confer regarding identification of executive or senior management employees who frequently take after hours calls which require an action for life safety/mission critical and a method of compensation for these individuals.

A copy of the collective bargaining agreement is attached. Some minor, non-substantive corrections were made to the collective bargaining agreement by the County and Local 21.

ALTERNATIVES:

The Board of Supervisors could elect to not adopt the collective bargaining agreement between the County and Local 21. However, this option is not recommended as the parties have met and conferred in good faith pursuant to the Meyers-Milias-Brown Act and have reached agreement, and the new agreement was negotiated within the parameters previously provided by the Board to the County's negotiating team. Additionally, employees represented by Local 21 have ratified the terms for the collective bargaining agreement.

OTHER AGENCY INVOLVEMENT:

Negotiations of the collective bargaining agreement were through a collaborative effort by the County and Local 21.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2019 - ____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS APPROVING THE
MEMORANDUM OF UNDERSTANDING WITH
UNIT 19 – EXECUTIVE AND SENIOR MANAGEMENT**

Whereas, the Professional and Technical Engineers, Local 21, represents the employees in Bargaining Unit 19 – Executive and Senior Management within the County; and

Whereas, the County and Local 21 are required under the Meyers-Milias-Brown Act to meet and confer in good faith regarding wages, hours and other terms and conditions of employment; and

Whereas, the County of Solano and Local 21, having met and conferred in good faith reached a total tentative agreement on a successor collective bargaining agreement for Unit 19 – Executive and Senior Management; and

Whereas, the successor collective bargaining agreements have been ratified by the membership of Local 21 and the Board of Supervisors is required to ratify the successor collective bargaining agreement.

Resolved, the Solano County Board of Supervisors hereby enact the following:

1. Approve the Memorandum of Understandings with Local 21 for Unit 19 – Executive and Senior Management; and,
2. Authorize the Director of Human Resources to make any technical corrections.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on September 10, 2019 by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

ATTEST:

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Jeanette Neiger, Chief Deputy Clerk

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

[Unit 19 MOU](#)



Solano County

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

Agenda Submittal

Agenda #:	14	Status:	Consent Calendar
Type:	Resolution	Department:	Human Resources
File #:	19-704	Contact:	Marc Fox, 784-2552
Agenda date:	09/10/2019	Final Action:	
Title:	Adopt a resolution amending the Alphabetical Listing of Classes and Salaries for the unrepresented employees of Unit 30 (Confidential Employees), Unit 62 (Senior Management Employees) and Unit 61 (Executive Management Employees); and Adopt a resolution amending the Personnel and Salary Resolution		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution - Alpha Listing of Classes & Salaries, B - Redlined Changes to PSR, C - Resolution - PSR		

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 that the Board of Supervisors adopt a resolution amending the Alphabetical Listing of Classes and Salaries for the unrepresented employees of Unit 30 (Confidential Employees), Unit 62 (Senior Management Employees) and Unit 61 (Executive Management Employees) by providing the same wage increases as provided to similarly situated employees in represented bargaining units. The Director of Human Resources also recommends that the Board of Supervisors adopt a resolution approving an amendment to the Personnel and Salary Resolution.

SUMMARY:

The proposed amendment to the Alphabetical Listing of Classes and Salaries provides unrepresented employees within Unit 30 (Confidential Employees), Unit 62 (Senior Management Employees) and Unit 61 (Executive Management Employees) with the same wage increases and one-time payment as provided to represented employees. The proposed amendment to the Personnel and Salary Resolution provides as County holidays the afternoons of Christmas Eve and New Year's Eve, increases the maximum tuition reimbursement to \$2,000 annually, continues the increased health insurance/cafeteria plan contribution for those enrolled with family coverage, increases the annual use of sick leave for an eligible family member for senior and executive management employees, increases the maximum vacation cap for senior management employees with three through nine years of County service, corrects a potential conflict when an employee's merit increase becomes effective if the employee has been off work due to a workers' compensation injury, clarifies the eligibility for previously accrued sick leave upon the rehire of an employee, and adds participation in the Internal Revenue Code 401(a) plan based on prior Board of Supervisors' action.

FINANCIAL IMPACT:

Adoption of the changes for unrepresented confidential and management employees is projected to increase payroll costs by a total \$6,227,014 through October 21, 2022. Of this total cost, \$684,622 is during Fiscal Year 2019/20, \$1,250,600 is during Fiscal Year 2020/21, \$1,853,822 is during Fiscal Year 2021/22, and \$2,437,970 is during Fiscal Year 2022/23 (through October 21, 2022). The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

DISCUSSION:

The County's workforce is divided into a number of units. There are five (5) units of unrepresented employees, which are Unit 60 - Legislative Group (e.g., Board of Supervisors), Unit 30 - Confidential Employees, Unit 62 - unrepresented Senior Management Employees, Unit 61 - unrepresented Executive Management Employees, and Unit 00 - unrepresented Extra Help employees.

The wages of the Board of Supervisors are set by County ordinance and the wages for all other unrepresented employees are set by the Board of Supervisors through amendment of the County's Alphabetical Listing of Classes and Salaries (e.g., salary schedule). The proposed amendments do not change the Board of Supervisors' wages or benefits.

The proposed action amends the salary schedule for the unrepresented confidential employees, senior management employees and executive management employees. Note, Extra Help employees hired into a classification with a regular employee counterpart receive the same hourly rate as the regular employee and no change to the Extra Help salary schedule is necessary to maintain this equal wage. The wage increases are three percent (3%) this fiscal year, followed by a three percent (3%) wage increase 26 pay periods later, a two percent (2%) wage increase another 26 pay periods later, a one percent (1%) wage increase another 13 pay periods later, and a one percent (1%) wage increase effective September 4, 2022. For Unit 30 (Confidential Employees), the wage increases will be on the same date as within the SEIU, Local 1021, labor agreements, which represents similar non-confidential employees. For Unit 62 (Senior Management Employees) and Unit 61 (Executive Management Employees), the wage increases will be on the same date as employees represented by Professional and Technical Engineers, Local 21, which represents the County's unionized executive and senior management employees.

As with both SEIU, Local 1021, and with Professional and Technical Engineers, Local 21, bargaining units, employees within Unit 30 (Confidential Employees), Unit 62 (Senior Management Employees) and Unit 61 (Executive Management Employees) will receive a one-time lump sum payment of \$900 if employed by the County as of December 29, 2019. This payment is not subject to CalPERS retirement benefits reporting, will be payable on January 17, 2020, and is pro-rata for regular part-time employees.

Additionally, employees with a new collective bargaining agreement have a change in benefits which are desirable to provide to the County's unrepresented employees:

- Adding in 2020 the afternoon of Christmas Eve and New Year's Eve as paid County holidays.
- Continues the increased health insurance/cafeteria plan contribution for those enrolled with family coverage, with adjustments based on the wage increases.
- An increase in the maximum tuition reimbursement from \$1,100 to \$2,000 per year.
- An increase in the use of sick leave for an eligible family member from 80 hours to 120 hours per year for unrepresented senior and executive management employees.
- An increase in the maximum accrued vacation cap for senior management employees with three through nine years of County service from 280 hours to 360 hours. (Note, the rate in which vacation accrues is not changed.)
- Corrects a potential conflict when an employee's merit increase becomes effective if the employee has been off work due to a workers' compensation injury.

- Clarifies that an employee who is rehired into a regular or limited term position within one year receives his/her previously accrued and unused sick leave (e.g., excludes an employee rehired into an extra help position).
- Adds participation in the Internal Revenue Code 401(a) plan based on prior Board of Supervisors' action.

ALTERNATIVES:

The Board of Supervisors could elect to not amend the Alphabetical Listing of Classes and Salaries and not amend the Personnel and Salary Resolution. However, this approach is not recommended as it is inconsistent with the Board's direction to treat all employees in an equitable manner.

OTHER AGENCY INVOLVEMENT:

The Human Resources Department worked in conjunction with the County Administrator's Office in formulating the proposed changes.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2019 - ____

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS AMENDING THE ALPHABETICAL LISTING OF CLASSES AND SALARIES

Whereas, regulation of compensation of officers and employees of the County may be fixed by resolution of the Board of Supervisors; and

Whereas, the County's confidential employees, designated as Unit 30 – Confidential Employees, the unrepresented senior managers, designated as Unit 62 – Senior Management Employees, and the unrepresented executive managers, designated as Unit 61 – Executive Management Employees, are not represented by an employee association or union and do not collectively bargain for wages, hours and other terms and conditions of employment; and

Whereas, the County finds it desirable to provide employees with Unit 30 – Confidential Employees, Unit 62 – unrepresented Senior Management Employees, and Unit 61 – unrepresented Executive Management employees, with a wage increase and/or benefit changes.

Resolved, that the Solano County Board of Supervisors amends the Solano County Alphabetical Listing of Classes and Salaries as follows:

1. For Unit 30:
 - a. Three percent (3%) wage increase effective November 17, 2019;
 - b. Three percent (3%) wage increase effective November 15, 2020;
 - c. Two percent (2%) wage increase effective November 14, 2021;
 - d. One percent (1%) wage increase effective May 15, 2022;
 - e. One percent (1%) wage increase effective September 4, 2022.
2. For Unit 62 and Unit 61:
 - a. Three percent (3%) wage increase effective October 6, 2019;
 - b. Three percent (3%) wage increase effective October 4, 2020;
 - c. Two percent (2%) wage increase effective October 3, 2021;
 - d. One percent (1%) wage increase effective April 3, 2022;
 - e. One percent (1%) wage increase effective September 4, 2022.
3. For Unit 30, Unit 62 and Unit 61: Payable on January 17, 2020, all active employees in Unit 30, Unit 62 and Unit 61 as of December 29, 2019 will receive a one-time lump sum payment of nine hundred dollars (\$900.00), with said payment not subject to CalPERS reporting of benefits. Part-time employees in these units will receive a pro-rata amount based on the employee's full-time equivalence.
4. The Director of Human Resources continues to be authorized to:
 - a. Maintain a ten percent (10%) wage separation between Attorney V and Chief Deputies in the various classifications.
 - b. Maintain the same average wage increase of Unit 19 – represented Executive and Senior Management Employees with Unit 62 – unrepresented Senior Management Employees.
 - c. Maintain a minimum ten percent (10%) wage separation between assistant department directors and subordinate staff.
 - d. Maintain a twenty percent (20%) wage separation between assistant department directors and department directors.¹

¹ Excludes comparison between County Administrator and Assistant County Administrator; excludes comparison between County Counsel and Assistant County Counsel.

5. Authorize the Director of Human Resources to make any technical corrections.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on September 10, 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

Below are sections or subsections of the Personnel and Salary Resolution revised as shown:

5.4 Merit Increases

- B. Every employee, except for Board Aide, in a regular position shall have a merit increase eligibility date. The merit increase eligibility date for all employees hired or promoted before April 1, 2012, shall be the first day of the pay period following completion of the number of full pay periods of service indicated in the chart below:

After:	13 Pay Periods	13 Pay Periods	26 Pay Periods	39 Pay Periods
Salary Range Steps:	2	3	4	5

The merit increase eligibility date for all employees hired or promoted on or after April 1, 2012, shall be the first day of the pay period following completion of 26 pay periods as indicated in the chart below:

After:	26 Pay Periods	26 Pay Periods	26 Pay Periods	26 Pay Periods
Salary Range Steps:	2	3	4	5

If an employee begins employment on the first working day of a pay period, it shall be considered for purposes of this Section that such employment began on the first calendar day of that pay period. If the employee's first working day is after the first Monday (or after the first Tuesday, if Monday is a holiday) of the pay period, time will accrue from the first day of the next pay period for step increases and eligible fringe benefit accrual determinations.

The granting of any leave of absence without pay, other than military leave [or workers' compensation leave](#), exceeding seven (7) consecutive calendar days in a pay period shall cause the merit increase eligibility date to be extended to the first of the pay period following completion of the leave of absence without pay.

A salary range step increase for Board Aide shall not be automatic or time-based and given only upon the approval of the assigned Supervisor.

[All other portions of Personnel & Salary Resolution, Section 5.4 remain unchanged.]

6.3.1 Cafeteria Plan for Regular, Limited-Term and Probationary Employees

An employee enrolled in PEMHCA for "employee plus one or more dependents" shall receive a County contribution of fifty dollars (\$50.00) per month into the Cafeteria Plan. Alternatively and in lieu of the fifty dollar (\$50.00) per month contribution, ~~and effective the beginning of the pay period which follows the Board of Supervisors' adoption, for an employee enrolled in PEMHCA for "employee plus two or more dependents" and whose job classification has a maximum salary of six thousand four hundred eighty-seven dollars (\$6,487.00) or less per month,~~ shall receive a County contribution of eighty dollars (\$80.00) per month into the Cafeteria Plan [when the employee's job classification has a maximum monthly salary as listed in the table below.](#)

<u>Maximum salary of:</u>	<u>For \$80 monthly contribution as of:</u>
<u>\$6,487.00</u>	<u>October 8, 2017</u>
<u>\$6,682.00</u>	<u>November 17, 2019</u>
<u>\$6,882.00</u>	<u>November 15, 2020</u>
<u>\$7,020.00</u>	<u>November 14, 2021</u>
<u>\$7,090.00</u>	<u>May 15, 2022</u>
<u>\$7,161.00</u>	<u>September 4, 2022</u>

Said employee may use this County contribution for health insurance premium conversion, health care reimbursement account, and/or dependent care reimbursement account. In the absence of a cafeteria plan election form, the County contribution shall be used for health insurance premium conversion. The County contribution (\$50/\$80) shall sunset ~~November 31, 2019~~ October 21, 2022.

[All other portions of Personnel & Salary Resolution, Section 6.3.1 remain unchanged.]

6.12 Tuition Reimbursement Program

D. Nature of Reimbursement

1. Reimbursement in the amount of fifty (50) percent may be made for tuition, registration fees, laboratory fees and required textbooks. Other related expenses and incidental costs are not reimbursable.
2. Reimbursement shall be limited as follows:
 - a. No employees shall be reimbursed for more than two (2) courses in a single semester or quarter.
 - b. The maximum reimbursement that may be received by any employee in one fiscal year shall be one thousand one hundred (\$1,100) dollars. Effective July 1, 2020, the maximum reimbursement that may be received by an employee in one fiscal year shall be two thousand dollars (\$2,000).
 - c. An employee shall be reimbursed for expenses totaling five (\$5.00) dollars or more for a single course. Expenses less than five dollars (\$5.00) for a single course are not reimbursable.
 - d. No employee shall be reimbursed for non-resident fees above the normal resident fees.

[All other portions of Personnel & Salary Resolution, Section 6.12 remain unchanged.]

6.17 401(a) Defined Contribution Plan

- C. Eligible employees in the Executive Management Group and the Senior Management Group may elect to participate in the 401(a) plan up to a maximum of twenty-five percent (25%) of salary, not to exceed the maximum deferred compensation contribution allowed under the Internal Revenue Code. This plan is solely funded with employee contributions.

[All other portions of Personnel & Salary Resolution, Section 5.17 remain unchanged.]

9. Vacation

- H. Newly hired employees in the Senior Management Group employed full time in a regular or limited term position, shall receive vacation benefits according to the following schedule:

<u>Continuous Service</u>	<u>Period of Continuous Service</u>	<u>Vacation Accrual</u>
0 through 78 pay periods	4.62 hours	280 hours
79 through 260 pay periods	4.62 hours	360 hours
Over 260 pay periods	6.16 hours	440 hours

~~of 3 weeks annually which is equal to 4.62 hours per pay period of continuous service to a maximum accrual of 280 hours. Persons employed on a less than full time basis shall receive vacation benefits on a pro rata basis, proportional to their authorized hours, to a maximum accrual of 280 hours. Employees in the Senior Management Group shall continue to be eligible to accrue the maximum vacation of 6.16 hours per pay period as provided under Section 9, Vacation, paragraph A. The maximum earnable vacation accrual for employees in the Senior Management Group who receive vacation benefits of 6.16 hours per pay period of continuous service is 440 hours.~~

[All other portions of Personnel & Salary Resolution, Section 9 remain unchanged.]

10. Sick Leave

- E. Not more than eighty (80) hours of sick leave annually may be granted to an employee for absence due to the care or attendance of ill or injured members of his/her immediate family. Not more than one hundred twenty (120) hours of sick leave annually may be granted to an employee in the Executive Management Group or the Senior Management Group for absence due to the care or attendance of ill or injured members of his/her immediate family.
- I. An employee who is rehired into a regular or limited term position within one year from his/her date of employment separation shall, upon rehire, have his/her previously accrued and unused sick leave added back to his/her sick leave accrued leave balance. For the purposes of this paragraph, the term "unused sick leave" means those sick leave hours which were accrued and not used in any fashion (e.g., hours used, paid out or converted as provided elsewhere within this chapter).

[All other portions of Personnel & Salary Resolution, Section 10 remain unchanged.]

14. Holidays

I. Holidays

1. Fixed Paid Holidays Include:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3 rd Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	3 rd Monday in February
Memorial Day	last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans' Day	November 11

Thanksgiving
Day following Thanksgiving
Christmas

4th Thursday in November
December 25

Effective January 1, 2020, the fixed paid holidays in the above table shall be amended by adding:

- December 24th Christmas Eve Day (beginning at 1:00 p.m.)
- December 31st New Year's Eve (beginning at 1:00 p.m.)

In accordance with County Code Section 2-01, the County's normal business hours are 8:00 a.m. to 5:00 p.m. As the normal workday is eight (8) hours and normal meal period is one (1) hour, the County's anticipated meal period is from 12:00 noon to 1:00 p.m., which is unpaid. On these dates, employees who are scheduled to work shall receive and shall use four (4) hours of holiday pay, and shall work the balance of their regularly scheduled work shift.

[All other portions of Section 14 remain unchanged.]

RESOLUTION NO. 2019 - ____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
AMENDING THE PERSONNEL AND SALARY RESOLUTION**

Whereas, the Personnel and Salary Resolution establishes benefits, working conditions and related terms and conditions of employment for employees not covered under a collective bargaining agreement or who are exempt from the County's civil service regulations; and

Whereas, the Personnel and Salary Resolution requires modification from time to time.

Resolved, that the Solano County Board of Supervisors authorize the Director of Human Resources to make any technical corrections if needed.

Further resolved, that the Solano County Board of Supervisors amends the Personnel and Salary Resolution and the following sections or subsections shall read:

5.4 Merit Increases

- B. Every employee, except for Board Aide, in a regular position shall have a merit increase eligibility date. The merit increase eligibility date for all employees hired or promoted before April 1, 2012, shall be the first day of the pay period following completion of the number of full pay periods of service indicated in the chart below:

After:	13 Pay Periods	13 Pay Periods	26 Pay Periods	39 Pay Periods
Salary Range Steps:	2	3	4	5

The merit increase eligibility date for all employees hired or promoted on or after April 1, 2012, shall be the first day of the pay period following completion of 26 pay periods as indicated in the chart below:

After:	26 Pay Periods	26 Pay Periods	26 Pay Periods	26 Pay Periods
Salary Range Steps:	2	3	4	5

If an employee begins employment on the first working day of a pay period, it shall be considered for purposes of this Section that such employment began on the first calendar day of that pay period. If the employee's first working day is after the first Monday (or after the first Tuesday, if Monday is a holiday) of the pay period, time will accrue from the first day of the next pay period for step increases and eligible fringe benefit accrual determinations.

The granting of any leave of absence without pay, other than military leave or workers' compensation leave, exceeding seven (7) consecutive calendar days in a pay period shall cause the merit increase eligibility date to be extended to the first of the pay period following completion of the leave of absence without pay.

A salary range step increase for Board Aide shall not be automatic or time-based and given only upon the approval of the assigned Supervisor.

[All other portions of Personnel & Salary Resolution, Section 5.4 remain unchanged.]

6.3.1 Cafeteria Plan for Regular, Limited-Term and Probationary Employees

An employee enrolled in PEMHCA for “employee plus one or more dependents” shall receive a County contribution of fifty dollars (\$50.00) per month into the Cafeteria Plan. Alternatively and in lieu of the fifty dollar (\$50.00) per month contribution, for an employee enrolled in PEMHCA for “employee plus two or more dependents” shall receive a County contribution of eighty dollars (\$80.00) per month into the Cafeteria Plan when the employee’s job classification has a maximum monthly salary as listed in the table below.

Maximum salary of:	For \$80 monthly contribution as of:
\$6,487.00	October 8, 2017
\$6,682.00	November 17, 2019
\$6,882.00	November 15, 2020
\$7,020.00	November 14, 2021
\$7,090.00	May 15, 2022
\$7,161.00	September 4, 2022

Said employee may use this County contribution for health insurance premium conversion, health care reimbursement account, and/or dependent care reimbursement account. In the absence of a cafeteria plan election form, the County contribution shall be used for health insurance premium conversion. The County contribution (\$50/\$80) shall sunset October 21, 2022.

[All other portions of Personnel & Salary Resolution, Section 6.3.1 remain unchanged.]

6.12 Tuition Reimbursement Program

D. Nature of Reimbursement

1. Reimbursement in the amount of fifty (50) percent may be made for tuition, registration fees, laboratory fees and required textbooks. Other related expenses and incidental costs are not reimbursable.
2. Reimbursement shall be limited as follows:
 - a. No employees shall be reimbursed for more than two (2) courses in a single semester or quarter.
 - b. The maximum reimbursement that may be received by any employee in one fiscal year shall be one thousand one hundred (\$1,100) dollars. Effective July 1, 2020, the maximum reimbursement that may be received by an employee in one fiscal year shall be two thousand dollars (\$2,000).
 - c. An employee shall be reimbursed for expenses totaling five (\$5.00) dollars or more for a single course. Expenses less than five dollars (\$5.00) for a single course are not reimbursable.
 - d. No employee shall be reimbursed for non-resident fees above the normal resident fees.

[All other portions of Personnel & Salary Resolution, Section 6.12 remain unchanged.]

6.17 401(a) Defined Contribution Plan

- C. Eligible employees in the Executive Management Group and the Senior Management Group may elect to participate in the 401(a) plan up to a maximum of twenty-five percent (25%) of salary, not to exceed the maximum deferred compensation contribution allowed under the Internal Revenue Code. This plan is solely funded with employee contributions.

[All other portions of Personnel & Salary Resolution, Section 5.17 remain unchanged.]

9. Vacation

- H. Newly hired employees in the Senior Management Group employed full time in a regular or limited term position, shall receive vacation benefits according to the following schedule:

<u>Continuous Service</u>	<u>Period of Continuous Service</u>	<u>Vacation Accrual</u>
0 through 78 pay periods	4.62 hours	280 hours
79 through 260 pay periods	4.62 hours	360 hours
Over 260 pay periods	6.16 hours	440 hours

Persons employed on a less than full time basis shall receive vacation benefits on a pro rata basis, proportional to their authorized hours.

[All other portions of Personnel & Salary Resolution, Section 9 remain unchanged.]

10. Sick Leave

- E. Not more than eighty (80) hours of sick leave annually may be granted to an employee for absence due to the care or attendance of ill or injured members of his/her immediate family. Not more than one hundred twenty (120) hours of sick leave annually may be granted to an employee in the Executive Management Group or the Senior Management Group for absence due to the care or attendance of ill or injured members of his/her immediate family.
- I. An employee who is rehired into a regular or limited term position within one year from his/her date of employment separation shall, upon rehire, have his/her previously accrued and unused sick leave added back to his/her sick leave accrued leave balance. For the purposes of this paragraph, the term "unused sick leave" means those sick leave hours which were accrued and not used in any fashion (e.g., hours used, paid out or converted as provided elsewhere within this chapter).

[All other portions of Personnel & Salary Resolution, Section 10 remain unchanged.]

14. Holidays

I. Holidays

1. Fixed Paid Holidays Include:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3 rd Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	3 rd Monday in February
Memorial Day	last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans' Day	November 11

Thanksgiving
Day following Thanksgiving
Christmas

4th Thursday in November
December 25

Effective January 1, 2020, the fixed paid holidays in the above table shall be amended by adding:

- December 24th Christmas Eve Day (beginning at 1:00 p.m.)
- December 31st New Year's Eve (beginning at 1:00 p.m.)

In accordance with County Code Section 2-01, the County's normal business hours are 8:00 a.m. to 5:00 p.m. As the normal workday is eight (8) hours and normal meal period is one (1) hour, the County's anticipated meal period is from 12:00 noon to 1:00 p.m., which is unpaid. On these dates, employees who are scheduled to work shall receive and shall use four (4) hours of holiday pay, and shall work the balance of their regularly scheduled work shift.

[All other portions of Section 14 remain unchanged.]

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on September 10, 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 #:	15	Status:	Consent Calendar
Type:	Resolution	Department:	Human Resources
File #:	19-706	Contact:	Marc Fox, 784-2552
Agenda date:	09/10/2019	Final Action:	
Title:	Adopt a resolution to amend the List of Numbers and Classifications of Positions to reclassify 1.0 FTE Human Resources Analyst (Principal) to 1.0 FTE Equal Employment Opportunity (EEO) Officer; and Adopt a resolution to amend the Alphabetical Listing of Classes and Salaries by establishing a wage for Equal Employment Opportunity (EEO) Officer		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution - Numbers and Classifications, B - Resolution - Alpha Listing of Classes & Salaries		

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

DEPARTMENTAL RECOMMENDATION:

The Director of Human Resources recommends the Board of Supervisors adopt a resolution to amend the Alphabetical Listing of Classes and Salaries to reclassify 1.0 FTE Human Resources Analyst (Principal) to 1.0 FTE Equal Employment Opportunity (EEO) Officer. The Director of Human Resources also recommends the Board of Supervisors adopt a resolution to amend the Alphabetical Listing of Classes and Salaries by establishing a wage for Equal Employment Opportunity (EEO) Officer.

SUMMARY:

In October 2012, the Board of Supervisors approved a proposed reorganization of the Human Resources Department, including restructuring job functions by converting two specialized job positions of Employment Relations Manager and Equal Employment Opportunity (EEO) Compliance Officer into the generalist positions of Human Resources Analyst (Principal). In September 2014, the Board of Supervisors approved the return to the specialized position of Employment Relations Manager and deleted one Human Resources Analyst (Principal) position. The EEO Compliance Officer classification was also previously deleted. The proposed actions establish the classification and pay of EEO Officer and the reclassification of one incumbent from Human Resources Analyst (Principal) to EEO Officer.

FINANCIAL IMPACT:

The anticipated cost for the balance of the fiscal year is \$9,363 and the Human Resources Department anticipates absorbing the cost within the existing allocated budget due to the timing of when staff vacancies were filled. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

DISCUSSION:

In October 2012, the Board of Supervisors approved a proposed reorganization of the Human Resources Department, including restructuring job functions by converting two specialized job positions of Employment Relations Manager and EEO Compliance Officer into the generalist positions of Human Resources Analyst (Principal). The Board of Supervisors previously added back the Employment Relations Manager position and deleted one Human Resources Analyst (Principal).

In 2012, one of the Human Resources Analyst (Principal) positions was added to provide general human resources duties such as recruitment, selection, classification and assistance to assigned departments and also function as the EEO Compliance Officer and workplace investigator. At that time, it was anticipated that EEO-related work was less than full-time. The Director of Human Resources recommends returning to the specialized EEO position based on EEO workload and the specialized nature of providing EEO guidance to departments, training, and investigating complaints of workplace discrimination, harassment and retaliation.

Formal and informal complaints of discrimination, harassment and retaliation have increased during the past few years and is expected to remain full-time work. Complaints received have been:

- In 2012, 19 formal complaints were received. A log of "informal complaints" of EEO concerns was not maintained.
- In 2013, 14 formal complaints were received. A log of informal complaints was not maintained.
- In 2014, 15 formal and 9 informal complaints, for a total of 24 complaints, were received. Due to staff turnover, the 2014 logs may be incomplete.
- In 2015, 21 formal and 20 informal complaints, for a total of 41 complaints, were received.
- In 2016, 20 formal and 25 informal complaints, for a total of 45 complaints, were received.
- In 2017, 19 formal and 42 informal, for a total of 61 complaints, were received.
- In 2018, 25 formal and 32 informal, for a total of 57 complaints, were received.
- In 2019, 22 formal and 54 informal, for a total of 76 complaints have been received through August 28, 2019.

ALTERNATIVES:

The Board of Supervisors could elect to not amend the number and classifications of positions; however, this approach is not recommended as the number of referrals warrants a full-time position dedicated to equal employment training and investigations. The Board of Supervisors could elect to set the wage for EEO Officer at a different value; however, this is not recommended as the proposed wage was formulated based on the wage provided by the County's comparable cities and counties.

OTHER AGENCY INVOLVEMENT:

On August 5, 2019, the Director of Human Resources notified all County bargaining units that the Director intended to assign the classification of EEO Officer to bargaining Unit 62 - (unrepresented) Senior Management. This is the same bargaining unit to which the prior classification of EEO Compliance Officer was assigned. No disputes have been received as to the assignment of this new classification to bargaining Unit 62.

The Director of Human Resources worked in consultation with the County Administrator's Office in formulating the proposed EEO Officer classification, position, and wage.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2019 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
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
Human Resources-EEO	1504	197030	10128	HR Analyst (Principal)	09-22-19	3.0	3.0	2.0	(1.0)
Human Resources-EEO	1504	197010	10128	EEO Officer	09-22-19	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 meeting on September 10, 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

RESOLUTION NO. 2019 - ____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS AMENDING
THE ALPHABETICAL LISTING OF CLASSES AND SALARIES**

Whereas, regulation of compensation of officers and employees of the County may be fixed by resolution of the Board of Supervisors; and

Whereas, the Alphabetical Listing of Classes and Salaries requires modification from time to time.

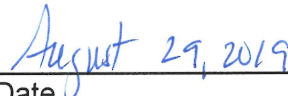
Resolved, that the Solano County Board of Supervisors authorize the Director of Human Resources to make any technical corrections if needed;

Further resolved, that the Solano County Board of Supervisors amends the Solano County Alphabetical Listing of Classes and Salaries as follows:

OT	Class#	Class Title	EER	Grade	Mo. Salary Range
05	197010	Equal Employment Opportunity (EEO) Officer	62	128	\$8,474.93 - \$10,301.33



Director of Human Resources



Date

Passed and adopted by the Solano County Board of Supervisors at its meeting on September 10, 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 #:	16	Status:	Consent Calendar
Type:	Contract	Department:	Treasurer-Tax Collector-County Clerk
File #:	19-665	Contact:	Charles Lomeli, 784-3419
Agenda date:	09/10/2019	Final Action:	
Title:	Approve a contract with First Corporate Solutions Inc. in the amount of \$60,000 for 3 years, with options for 2 additional years at \$20,000 each, for a total not-to-exceed \$100,000 for the term of January 13, 2020 to January 12, 2023, to conduct parties of interest research related to tax sales; and Authorize the County Treasurer-Tax Collector-County Clerk to execute the contract and sign amendments for extensions as outlined in the agreement		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Link to Contract, B - Kern County Agreement		

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 Solano County Treasurer- Tax Collector - County Clerk recommends that the Board approve a contract with First Corporate Solutions Inc. in the amount of \$60,000 for 3 years, with options for 2 additional years at \$20,000 each, for a total not-to-exceed \$100,000 for the term of January 13, 2020 to January 12, 2023, to conduct parties of interest research related to tax sales; and Authorize the County Treasurer-Tax Collector-County Clerk to execute the contract and sign amendments for extensions as outlined in the agreement

SUMMARY:

In accordance with California Revenue and Taxation Codes §3691 & §3692, the Solano County Tax Collector conducts tax sales of tax defaulted property for the recovery of delinquent taxes. To ensure all potential parties of interest are afforded due process, the Tax Collector engages in multiple efforts to contact any and all parties who may have an interest in a given defaulted property. These efforts include the retention of a third-party research firm for the conducting of parties of interest research. The cost for this research, as with all costs associated with the conducting of a tax sale, are included in the redemption cost for the parcel and recovered either through redemption or sale of the parcel.

The current vendor contract is near expiration. Given the exemplary level of service provided by First Corporate Solutions over the preceding five years, and in accordance with County Purchasing and Contracting Policy Manual, Sections 1.1.11 4 j. (3) and 4 q. (1, 2, 3), Exemptions to Competitive Bidding, the Tax Collector has elected to leverage a recent RFQ issued by Kern County in which First Corporate Solutions was selected as their vendor of choice. (Attachment B) This action is anticipated to reduce RFQ associated

costs, provide the County pricing and services generally associated with a larger scale purchaser, while maintaining what has proven to be a very effective partnership with First Corporate Solutions, Inc.

FINANCIAL IMPACT:

The maximum cost of this three-year contract is \$60,000; with an additional cost of \$40,000 if the contract is extended to five years. Included in these costs are provisions for a base level of research required of all parcel, and an allowance for additional research on a case by case basis where the nature of parcel ownership warrants.

The total cost of this contract with all extensions is \$100,000 with the expectation that these costs will be allocated roughly equally over the next five annual tax sales. Should one tax sale prove larger or costlier than anticipated, it is anticipated that another will prove smaller and less costly as an offset.

All costs associated with the conducting of statutorily mandated tax sales, including parties of interest research costs, are included in the redemption costs for the parcel at issue, and are recovered through fees paid at either the redemption or sale at tax sale of the parcel.

ALTERNATIVES:

The Board could choose not to approve the contract. This is not recommended as the completion of parties of interest research is an essential step in ensuring the timely conducting of statutorily mandated tax sales.

OTHER AGENCY INVOLVEMENT:

The Department of General Services was consulted in the review of County Purchasing and Contracting Policy Manual. County Counsel reviewed the contract as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

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

[A - Contract](#)



County Administrative Office
GENERAL SERVICES DIVISION

ADMINISTRATION • COMMUNICATION • CONSTRUCTION • CUSTODIAL • FACILITIES • FLEET • KGOV
INFORMATION TECHNOLOGY • PROPERTY MANAGEMENT • PURCHASING • SECURITY • MAIL

September 23, 2016

First Corporate Solutions
Mr. Daniel Silverburg
914 'S' Street
Sacramento CA 95811

Subject: Price Agreement No. 946

Gentlemen:

Enclosed for your approval is Price Agreement No. 946. Please review, print and sign then return the original to our Purchasing Division no later than Friday, September 30, 2016.

A copy of this Agreement, signed by an authorized representative of your company, must be in our files before any purchase orders are issued to you.

We look forward to a mutually beneficial relationship.

Sincerely,

A handwritten signature in black ink, appearing to read "Carol J. Cox", with a long, sweeping underline.

Carol J. Cox, C.P.M.
Purchasing Manager
General Services - Purchasing
County Administrative Office

CJC:
Enclosure

Price Agreement No. 946
KERN COUNTY
CONTRACTUAL SERVICES AGREEMENT
MASTER TERMS AND CONDITIONS

THIS AGREEMENT is made and entered into effective with the date entered on the Schedule which is attached hereto and incorporated herein by this reference, by and between the COUNTY OF KERN, a political subdivision of the State of California, as represented by the Purchasing Agent ("County"), with its principal location at 1115 Truxtun Avenue, 3rd Floor, Bakersfield, CA 93301, and FIRST CORPORATE SOLUTIONS ("Vendor") identified on the Schedule hereto;

WHEREAS

- (a) Government Code section 25502.5 provides that the Board of Supervisors may authorize the County Purchasing Agent to engage independent contractors to perform services for the County when the aggregate cost does not exceed \$100,000; and
- (b) The County requires those services which are specified in Exhibit A; and
- (c) The County desires to engage Vendor to provide said services and Vendor, by reason of his/her qualifications, experience, and facilities for doing the type of work herein contemplated, has offered to provide the required services on the terms set forth herein; and
- (d) Pursuant to County Ordinance Code section 2.38.100 E., the Board of Supervisors has authorized the Purchasing Agent to engage independent contractors to perform contractual services for the County where the aggregate cost does not exceed \$100,000;

IT IS AGREED between the parties hereto as follows:

1. **Services to be Rendered.** Vendor shall provide the services described in Exhibit 'A' which is attached to the Schedule and incorporated therein.
2. **Compensation to Vendor.** County shall compensate Vendor in accordance with the compensation selection(s) annotated on the Schedule. No additional compensation will be paid for secretarial, clerical support staff, overhead or any other costs incurred by Vendor pursuant to providing services to County.
3. **Reimbursement Policy and Billing Requirements.** All invoices for payment shall be submitted in triplicate in a form approved by the County based upon the payment schedule selected in Exhibit A and shall contain an itemization of all costs and fees broken down monthly (including an itemization of all travel expenses incurred if applicable) and also stated as a cumulative total. Invoices shall be sent for review and processing to the County department(s) identified on the purchase order associated with this Agreement. Vendor shall also provide an informational copy to the Purchasing Agent. Payment will be made to Vendor within thirty (30) days of receipt and approval of the invoice by the County.
4. **Term.** This Agreement shall be deemed in force as of the effective date specified on the Schedule and shall terminate on the date therein specified unless sooner terminated as provided for herein.
5. **Assignment.** Vendor shall not assign, sublet or transfer this Agreement, or any part hereof. Vendor shall not assign any monies due or which become due to Vendor under this Agreement without the prior express and written approval of the Purchasing Agent.
6. **Audit, Inspection and Retention of Records.** Vendor agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Vendor shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel or other data related to all other matters covered by this Agreement. Vendor shall maintain such data and records in an accessible location and

condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

7. **Authority to Bind County.** It is understood that Vendor, in Vendor's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.

8. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision. This Agreement is the product of negotiation and both parties are equally responsible for its authorship. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

9. **Choice of Law/Venue.** The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

10. **Compliance with Law.** Vendor shall observe and comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

11. **Confidentiality.** Vendor shall not, without the written consent of the Purchasing Agent, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

12. **Conflict of Interest.** Vendor has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Vendor agrees that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof. Vendor shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

13. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14. **Enforcement of Remedies.** No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

15. **Indemnification.** Vendor agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Vendor or Vendor's officers, agents, employees, independent contractors, sub-contractors of any tier,

or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Vendor by any person or entity.

16. **Insurance.** Contractor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Contractor's actions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative, Insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Contractor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The Contractor shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or County as an additional insured.

A. **Workers' Compensation and Employers Liability Insurance Requirement B** In the event Contractor has employees who may perform any services pursuant to this Agreement, Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Contractor shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Contractor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Contractor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Contractor shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

B. **Liability Insurance Requirements:**

(1) Contractor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

(a) **Commercial General Liability Insurance** including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Contractor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

(b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.

(c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

(2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

(3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.

(4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

C. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

D. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.

E. If Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverages.

F. All insurance afforded by Contractor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County.

G. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless

of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

H. Failure by Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Contractor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

17. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

18. **Negation of Partnership.** In the performance of all services under this Agreement, Vendor shall be, and acknowledges that Vendor is, in fact and law, an independent contractor and not an agent or employee of County. Vendor has and retains the right to exercise full supervision and control of the manner and methods of providing services to County under this Agreement. Vendor retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Vendor in the provision of services under this Agreement. With respect to Vendor's employees, if any, Vendor shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

19. **Non-Collusion Covenant.** Vendor represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County. Vendor has received from County no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

20. **Nondiscrimination.** Neither Vendor, nor any officer, agent, employee, servant or subcontractor of Vendor shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by law, either directly, indirectly or through contractual or other arrangements.

21. **Nonwaiver.** No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Vendor. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

22. **Notices.** All notices required or provided for in this Agreement shall be provided to Kern County Purchasing Agent at the address indicated in the opening paragraph of this Agreement, the Vendor at the address indicated in the Schedule, and the County department(s) at the address indicated in the associated purchase order. Delivery shall be by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified herein above. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by leaving such notice with the receptionist or other person of like capacity employed in Vendor's office, or the receptionist for the Kern County General Services Department.

23. **Ownership of Documents.** All reports, documents and other items generated or gathered in the course of providing services to the County under this Agreement are and shall remain the property of the County, and shall be returned to County upon full completion of all services by Vendor or termination of this Agreement, whichever first occurs.

24. **Representations.** Vendor makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

a. Vendor has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and

b. Vendor does not have any actual or potential interests adverse to County nor does Vendor represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and

c. Vendor shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

25. **Severability.** Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

26. **Signature Authority.** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

27. **Sole Agreement.** This document, including the attachments hereto, contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

28. **Termination.** The Purchasing Agent may at his election, without cause, terminate this Agreement by written notice. A Notice of Termination will be deemed effective fifteen (15) days after personal delivery, or twenty (20) days after mailing by regular U.S. Mail, postage prepaid. In addition, either party may immediately terminate this Agreement should the other party fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. In the event this Agreement is terminated by either Vendor or the Purchasing Agent, Vendor shall submit to the County all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement, within fifteen (15) days after the effective date of any written Notice of Termination. Should either party terminate this Agreement as provided herein, County shall pay Vendor for all satisfactory services rendered by Vendor prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in the Schedule.

29. **Time of Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

30. **Compliance with IRCA.** Vendor acknowledges that Vendor, and all subcontractors hired by Vendor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Vendor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Vendor to perform services under this Agreement are in compliance with the IRCA. In

addition, Vendor agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Vendor's employees, or the employees of any subcontractor hired by Vendor, are not authorized to work in the United States for Vendor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Vendor or Vendor's subcontractor(s).

31. **No Third Party Beneficiaries.** It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to County and Vendor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Vendor that any such person or entity, other than County or Vendor, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

32. **Corporate Qualifications.** Consistent with CA Corporations Code sec. 2105 and as a material term of this Agreement Contractor within five (5) business of execution of this Agreement shall provide to County a copy of the Certificate of Qualification issued by the California Secretary of State indicating that Contractor is currently qualified to do business in the state of California. "Doing business" is defined in CA Revenue and Taxation Code sec. 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Any corporation, both domestic and foreign (those incorporated outside of California) must be in good standing in order to be qualified to do business in the County of Kern, State of California. Failure to provide County with a current Certificate of Qualification may serve as a basis for termination of this Agreement.

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KERN COUNTY
CONTRACTUAL SERVICES AGREEMENT

Format A

SCHEDULE TO MASTER TERMS AND CONDITIONS: Price Agreement No. 946

THIS SCHEDULE shall be effective on: October 1, 2016 and shall terminate no later than September 30, 2019, and is entered into between the COUNTY OF KERN, as represented by the Purchasing Agent, located at: 1115 Truxtun Avenue, 3rd Floor, Bakersfield CA 93301 and FIRST CORPORATE SOLUTIONS ("Vendor"), located at 914 'S' Street, Sacramento CA 95811:

Vendor is (select one):
☐ Sole Proprietorship
☒ Incorporated in the State of CA
☐ Other (specify)

Vendor shall provide those services described in Exhibit A, which is attached hereto and incorporated herein by this reference.

XX Price Agreement No. 946 General Terms and Conditions are attached hereto as Exhibit B and incorporated herein by this reference.

County shall compensate Vendor for all services to be provided hereunder, including any reimbursement of travel expenses and other costs incurred by Vendor under this Agreement, in an aggregate sum not to exceed \$_____, which includes (select one):
☐ a fixed fee of \$_____.
☐ a not to exceed fee of \$_____ at the hourly rate of \$_____.
☒ other (specify): County Price Agreement No. 946

(select one of the following two)

XX County shall **not** reimburse Vendor for any costs or travel expenses incurred by Vendor hereunder.

County **shall** reimburse Consultant for all necessary and reasonable actual expenses incurred on behalf of County in an amount not to exceed \$_____. If the reimbursable expenses include travel, the travel expenses must be reasonable and necessary, approved in advance in writing by the Responsible County Department, and shall not exceed the following County per diems: lodging, \$212.00 per night including taxes; breakfast, \$11.00; lunch, \$15.00; dinner, \$25.00; economy rental car and mileage, if by private automobile, at \$.56 per mile; if by common carrier, at actual fare charged for economy or coach class.

Vendor shall be required to have the following Insurance coverages, as described in the Master Terms and Conditions, in the minimum amounts indicated: (select all that apply)

XX Commercial General Liability (\$1,000,000/Occurrence & \$2,000,000/Aggregate)	or other amounts _____ & _____.
XX Automobile Liability (\$1,000,000/Occurrence)	or other amounts _____.
XX Worker's Compensation (\$1,000,000/Occurrence & \$2,000,000/Aggregate)	or other amounts _____.
<input type="checkbox"/> Professional Liability (\$1,000,000/Occurrence & \$2,000,000/Aggregate)	or other amounts _____ & _____.

Should any conflicts arise between this Schedule and the Master Terms and Conditions attached hereto and incorporated herein by this reference, the Master Terms and Conditions shall control.

IN WITNESS WHEREOF, each party has signed this Schedule upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

COUNTY OF KERN

FIRST CORPORATE SOLUTIONS

By _____

By _____

"County"

"Vendor"

Date: _____

Date: _____

EXHIBIT A SERVICES

Vendor shall provide the Services indicated below for the County department(s) identified in the purchase order associated with this Agreement based on the following payment schedule:

1. Full description of Services:
The Vendor shall provide Title Search Reports and Search Updates for the County of Kern.

The Vendor shall provide the Services indicated below for the County department(s) identified in the purchase order(s) associated with this Agreement, based on the Pricing Schedule below. The Vendor shall provide professional appearing Title Search Reports for Person of Interest searches and Search Updates in a pdf format, based upon ATN numbers provided.

The Kern County Treasurer Tax Collector's office shall submit the ATN numbers to FIRST CORPORATE SOLUTIONS that it desires Title Search/Person of Interest search reports be done for. The ATN numbers shall be emailed to: daniel.silverburg@ficoso.com, 914 'S' Street, Sacramento CA 95811 at phone (800) 406-1577 ext. 8918.

The Vendor shall promptly reply back to the Treasurer Tax Collector Representatives a list of any names that appear to be so common that they require a Social Security number, or other confidential information as to identify them as being the correct Party of Interest for the ATN's being searched

Report Delivery Schedule:

The Vendor shall process delivery of the fully completed Parties of Interest Search Reports within the following timeline:

01-300 Parcels within 30 Days
301-500 Parcels within 45 Days
500-800 Parcels within 60 Days

Parties of Interest Search Reports for Chapter 8 Agreement Tax Sales shall be done within the following schedule:

01-10 Parcels within 7 Days
01-20 Parcels within 10 Days
01-50 Parcels within 14 Days

Updated Reports include all of the same information as the original Parties of Interest Search Reports and shall be completed for parcels that are sold during a sale and have excess proceeds. Those Updated Reports shall be completed in the following timeline:

001-100 Parcels within 21 Days
101-200 Parcels within 30 Days

The time calendar for the Reports to be returned shall begin at the time the County sends the ATN's to the Vendor. Therefore, it is the responsibility of the Vendor to make sure they are constantly monitoring the email address/addresses provided for the ATN's to be sent to.

The Parties of Interest Search Report shall begin with a Report Cover Page. The Cover Page Report shall be clearly titled "Parties of Interest Search Report" for Kern County Treasurer Tax Collector and have the Month and year of the Public Auction Sale. The ATN Number shall be clearly visible on the left side of the paper and the searched through date shall be across from the ATN number on the right side of the page. Below that information shall be four columns labeled as follows:

Doc. Type
Recorded Date
Doc #
Interested Party

The first document shall be the Grant Deed(s). The last document on that list shall be the Power to Sell document.

The supporting documents shall be right after the Cover Page Report and shall be in the order that they are listed on the Cover Page Report. All documents shall be legible copies. The Interested Parties Name(s) and the ATN shall be highlighted each place it is referenced on the document.

Mello Roos and any all documents that pertain to assessments and Special Districts shall be included in the Report.

Each Parties of Interest Search Report shall be in PDF format and the File Name shall be the ATN with no dashes.

The Reports shall be emailed to the following County Representatives unless otherwise stated:

Mike Carrillo- carrillom@co.kern.ca.us

[Chase Nunneley](mailto:nunneleyc@co.kern.ca.us) – nunneleyc@co.kern.ca.us

[Angelica Leon](mailto:leona@co.kern.ca.us) – leona@co.kern.ca.us

When the batches of ATN numbers to be searched and Reports provided are in excess of one hundred, the Reports shall be sent to the County in smaller batches, generally batches of 50, or close to that as they are completed so that they are not overwhelmed with a large amount of information and files at once and they can spread out reviewing them over a greater period of time. Each batch shall have an Excel Spreadsheet summary of the Parties of Interest with their addresses for mailing notification purposes.

The Spreadsheet shall have 8 columns labeled as follows:

ATN

Party of Interest

Care of

Street Number

Street Name

City

State

Zip Code

Each Party of Interest shall be listed on a separate row. If a Party of Interest has more than one address associated with them each address shall be on a separate row with their name. The "Care of" field shall be used when a Party of Interest is being notified, or mailed in Care Of, which may be another person's name, or a business name, or other similar third party that it may be addressed to in an attempt to reach the designated Party of Interest.

The Treasurer-Tax Collector's Office will be performing periodic reviews of the documents received from VENDOR. It is expected that all documents comply with the format provided and be free from material errors regarding the parties of interest.

Material errors include:

- Parties of Interest that are not appropriately identified and/or missing, or
- Parties of Interest being identified to a specific parcel when they should not be.

If the Treasurer-Tax Collector's office discovers any errors in the reports, the report shall be returned to the Vendor to fix and resubmit within three (3) days at no additional charge. If any of the submitted batches of approximately 50 reports contain more than two (2) errors, or if the total number of errors discovered in all reports exceeds ten (10), then this agreement may be immediately terminated.

Usage Reports:

The Vendor shall keep usage reports for all services it performs for the County. The information shall minimally include: The number of Parties of Interest Searches for each Sale with the Sale being listed as the Month, Year and type of Sale, (for example; March 2016- Public Auction Sale) ordering department, the make, model and lay description of the uniform or linen, the number of uniforms, or linens rented, the rental fees, replacement fees if any, and dates of service. The information shall be provided to the Requesting County Agent within 48 hours of the request. The information shall be conveyed in an Excel Spreadsheet or similar document acceptable to the County.

PRICING SCHEDULE
Effective October 1, 2016 through September 30, 2019

PARTIES OF INTEREST SEARCH REPORT: **\$175.00 per Report**

SEARCH UPDATES: **\$35.00 per Update**
(up to six (6) months after the original search)

SEARCH UPDATES: **\$40.00 per Update**
(from six (6) months, to one (1) year after the original search)

SEARCH UPDATES: **\$60.00 per Update**
(from one (1) year, to two (2) years after the original search)

EXTENSIVE SEARCH: **\$125.00 per Hour**

2. Dates and location where Services will take place (include time schedule and/or milestone dates if appropriate):
As requested by Treasurer Tax Collectors office throughout the term of the agreement.
3. If training is involved, the hours per day that are included in the training and minimum/maximum number of staff/trainees allowed to attend the training:
NONE
4. Materials, equipment, facilities, manuals, study guides, etc., will be provided as indicated to assist the Vendor in provision of Services:

By County of Kern:

NONE

By Vendor:

NONE

EXHIBIT B

PRICE AGREEMENT NO 946

General Terms and Conditions

1. **PRICING**

All prices shall be in accordance with the Schedule to which this Exhibit B is attached, for the initial term of the Agreement.

2. **SCOPE OF WORK**

Scope of Work shall be in accordance with Exhibit A, which is attached to the Schedule.

3. **ADDITIONAL SERVICES**

The County reserves the right to negotiate with the Vendor to add additional services under this Agreement as deemed necessary. Such additions shall be made by written amendment signed by both parties.

4. **INVOICING**

A. Itemized duplicate invoices shall be submitted to the identified County department(s) in accordance with invoicing instructions included in each purchase order referencing this Agreement.

B. The applicable purchase order number must appear on all shipping documents and invoices.

C. Invoice terms shall be Net 30.

5. **MINIMUM ORDERS**

A. The minimum order unit per item shall be none, and the total minimum order shall be none.

B. No guarantee is made that any minimum amount will be purchased.

6. **AUTHORIZATION TO PERFORM**

This Agreement is not an authorization to provide services. Performance in accordance with this Agreement shall be authorized only by written purchase order referencing this Agreement.

7. **EXTENSION**

This Agreement may be extended for additional time periods as agreed by the Vendor and the County and confirmed by written amendment signed by both parties.

8. **CONFLICTING TERMS**

In the event any terms or conditions in this Exhibit B, General Terms and Conditions, conflict with or are otherwise inconsistent with any of the terms or conditions in Master Terms and Conditions, the terms and conditions of this Exhibit B shall control.



Solano County

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

Agenda Submittal

Agenda #:	17	Status:	Consent Calendar
Type:	Ordinance	Department:	Treasurer-Tax Collector-County Clerk
File #:	19-690	Contact:	Charles Lomeli, 784-3419
Agenda date:	09/10/2019	Final Action:	
Title:	Adopt an ordinance amending Chapter 11 Article II of the Solano County Code relating to Transient Occupancy Tax		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Ordinance		

Date:	Ver.	Action By:	Action:	Result:
-------	------	------------	---------	---------

Published Notice Required? Yes ____ No X
Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

The Treasurer-Tax Collector-County Clerk recommends that the Board adopt an ordinance amending Chapter 11 Article II of the Solano County Code relating to Transient Occupancy Tax.

SUMMARY:

On August 27, 2019, the Board of Supervisors introduced a proposed ordinance to amend Chapter 11 Article II of the County Code relating to Transient Occupancy Tax (TOT). The proposed ordinance would expand the definition of a hotel operator to include online booking services that arrange rental space for transient lodging. In addition, the revisions clarify and modernize collection processes to include expanded enforcement and collection tools at the same level as those currently available for the collection of any other unsecured tax collected by the Department of the Treasurer-Tax Collector-County Clerk (TTCCC).

If adopted, the ordinance will become effective after 30 full days on October 11, 2019.

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 could choose not to revise the TOT ordinance. This is not recommended as it would prevent the updating of the TOT ordinance to reflect current conditions.

OTHER AGENCY INVOLVEMENT:

County Counsel, the County Administrator and Resource Management have reviewed the Ordinance.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**AN ORDINANCE AMENDING CHAPTER 11 OF THE SOLANO COUNTY CODE
RELATING TO THE TRANSIENT OCCUPANCY TAX**

The Board of Supervisors of the County of Solano ordains as follows:

Section 1.

Article II of Chapter 11 of the Solano County Code, beginning at section 11-20 and relating to the Transient Occupancy Tax, is amended as follows:

11-20 Definitions

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

(a) **Lodging.** Any accommodation consisting of one (1) or more rooms or other living spaces that are occupied or intended or designed for occupancy by transients for dwelling, lodging, or sleeping purposes. "Lodging" includes any hotel, inn, tourist home or house, motel, studio hotel, bed and breakfast, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, recreational vehicle park, or public or private campground, including campgrounds that are seasonal, year-round, or event based (e.g., camping offered in association with a fair, festival, or other special event). "Lodging" does not include any of the following:

- (1) A room in a hospital, medical clinic, convalescent home, or home for the aged;
- (2) A room or other living space in a facility owned by a local government entity, or any campsite in a unit of the state park system; or
- (3) A room or other living space in an organized camp, as that term is defined by Section 18897 of the Health and Safety Code.

(b) **Occupancy.** The use or possession, or the right to use or possession, of one or more rooms or other living space in any lodging for dwelling, lodging, or sleeping purposes. For purposes of this subdivision, "occupancy" shall not mean the use or possession, or the right to use or possession, of a guest of the owner of a timeshare estate in a room or rooms in a timeshare project who accompanies the owner or who exercises that owner's right of occupancy in a timeshare estate either without payment of any compensation to the owner or pursuant to any form of an exchange program.

(c) **Online Booking Service.** An internet-based service that advertises lodging being offered by operators, assists operators and transients in booking lodging reservations, and accepts payment of rent from transients and forwards all or a portion of that rent to the lodging operator.

(d) **Operator.** The person who is the proprietor of the lodging, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, licensee, or any other capacity. Where the operator performs some or all of his functions through a managing agent of any type or character other than an employee, the managing agent shall also be deemed an operator for the purposes of this article and shall have the same duties and liabilities as the principal. Compliance with the provisions of this article by either the proprietor or the managing agent shall be considered to be compliance by both.

(e) **Rent.** The total consideration charged to a transient, whether or not received by the operator and exclusive of the amount of tax charged to the transient pursuant to this article, for the occupancy of a lodging room or other living space, valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits and property and services of any kind or nature, without any deduction whatsoever. Rent includes, but is not limited to, charges for any of the following:

- (1) Any and all expenses required to rent the room or lodging, including but not limited to charges such as nonrefundable housekeeping or cleaning fees, nonrefundable booking fees, pet fees, parking fees, linens charges, energy charges, resort fees, and the like, whether charged all inclusively or separately;
- (2) Charges for equipment or furnishings, such as rollaway beds, cribs, television sets, and similar items;
- (3) Charges for in-room services, such as movies and other services not subject to California sales taxes;
- (4) Charges for utility or sewer hookups; or
- (5) The fair market value of lodging provided as part of a package that includes other goods or services (e.g. a room and winery tour package).

Notwithstanding the foregoing, "Rent" does not include consideration or charges for any of the following, if separately itemized on the bill and if the transient has the option not to incur such additional charges in connection with the transient's occupancy of a lodging room or other living space:

- (6) Use of banquet or meeting rooms;
- (7) Use of recreational equipment (e.g., bicycles, horses) or off-site recreational facilities;
- (8) Childcare services;
- (9) Use of safes or other secure storage areas;
- (10) Food, meals, or beverages;
- (11) Pay-per-view movies, video games, telephones, internet, and the like;
- (12) Off-site tours or excursions;
- (13) Shuttle service; or
- (14) Cancellation charges other than nonrefundable booking fees.

(f) Room or other living space. A room or portion of any room in any lodging; any cabin or tent cabin; or any space designated for location of a mobile home or house trailer, tent trailer, recreational vehicle, tent, or other movable living space.

(g) Tax administrator. The Solano County Treasurer/Tax Collector/County Clerk or designated deputy.

(h) Transient. Any person who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement for a period of thirty consecutive days or less, counting portions of calendar days as full days. Any such person so occupying space in a lodging shall be deemed to be a transient until the period of 30 days has expired unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy and the operator has provided a certificate of lease (in a form acceptable to the tax administrator) evidencing this agreement with the tax administrator as an attachment to the quarterly (or more frequent) transient occupancy tax reports required by Section 11-26.

11-21 Imposition of tax, Payment of tax by transient

For the privilege of occupancy in any lodging located in the unincorporated area of Solano County, each transient is subject to and shall pay a tax in the amount of five per cent (5%) of the rent charged to the transient. Such tax constitutes a debt owned by the transient to the county which is extinguished only by payment to the operator, to an online booking service that accepts payment of both rent and tax from the transient, or to the county. The transient shall pay the tax at the earliest of the following: (a) at the time the rent is paid by the transient to the operator, (b) at the time rent is paid by the transient to an online booking service, if the online booking service and the county have entered into an agreement whereby the booking service will collect tax from the transient, or (c) at the time the transient arrives at the lodging and prior to occupancy, if the transient has paid rent through an online booking service and the online booking service has not collected tax from the transient. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. Any unpaid tax shall be due upon the transient's ceasing to occupy space in the lodging. If for any reason the tax due is not paid to the operator of the lodging or an online booking service with which the county has entered into a tax collection agreement, the tax administrator may require that such tax shall be paid by the transient directly to the tax administrator.

11-22 Exemptions from payment of tax

No tax levied by this article shall be imposed upon:

(a) Any person who is an employee or officer of (i) a government outside the United States, (ii) the United States government, (iii) a Federal Credit Union organized and operating under the Federal Credit Union Act, (iv) the state government, or (v) the government of a political subdivision of the state, and whose occupancy of the lodging is for the official business of his or her employer, provided an exemption certificate is submitted and payment is made directly to the lodging operator either by the governmental entity or credit union, or by the transient using a government-sponsored or credit union corporate charge card.

(b) Any person for whom emergency housing is provided pursuant to a voucher issued by a non-profit tax-exempt agency or organization during times of natural disaster or calamity.

- (c) Complimentary rooms provided to the transient without charge for purposes of advertising or public relations, provided that no non-cash consideration other than advertising is given to the operator for use of the rooms.
- (d) The owner of a timeshare estate, as that term is defined in Section 11212 of the Business and Professions Code, and any guest accompanied by the owner, when occupying a room or rooms to which the owner retains an ownership interest.
- (e) The owner of a membership camping contract, as that term is defined in Section 1812.300 of the Civil Code, and any guest accompanied by the owner, when occupying a camping site to which the owner retains an ownership interest; or

11-23 Collection of tax; advertisements that tax will not be collected prohibited

Each operator shall collect the tax imposed by this article to the same extent and at the same time as the rent is collected from every transient. The amount of tax shall be separately stated from the amount of the rent charged, and each transient shall receive a receipt for payment from the operator or, if rent and tax is paid to an online booking service, from the online booking service. No operator of a lodging and no online booking service shall advertise or state in any manner, whether directly or indirectly, that the tax or any part thereof will be assumed or absorbed by the operator, or that it will not be added to the rent, or that, if added, any part will be refunded except in the manner provided in this article.

11-24 Registration of lodging; issuance of certificates

(a) Any person engaging in or about to engage in business as an operator of a lodging renting occupancy to transients shall register such lodging with the tax administrator, on a form provided by the tax administrator, together with payment of a registration fee as may be set by the board of supervisors. Such registration form shall set forth the name of the lodging proprietor, the name under which such person transacts or intends to transact business, the location of the lodging, the operator's property manager, if any, whether the operator or an online booking service is primarily responsible for collecting and reporting the tax, and such other information to facilitate the collection of tax as the tax administrator may require. If the lodging proprietor is a business entity, the names and addresses of the officers or the entity and the names and addresses of all partners or shareholders holding more than a twenty percent (20%) equity interest in the entity shall be listed on the form. The registration form shall be signed by the lodging proprietor if the proprietor is a natural person, by a member or partner in the case of an association or partnership, or by an executive officer or some person specifically authorized to act on behalf of a corporation. Any changes in the information contained in a previously submitted registration form shall be reported to the tax administrator within thirty (30) days.

(b) Upon submission by the operator of a complete registration form and its acceptance as complete by the tax administrator, the tax administrator shall issue a "Transient Occupancy Registration Certificate" to each operator of the lodging to collect the tax from transients. Such certificates shall be nonassignable and nontransferable and shall be surrendered immediately to the tax administrator upon the cessation of business at the location named or upon sale or transfer of the lodging. Each certificate shall be prominently displayed in the lodging so as to be seen and come to the notice readily of all occupants and persons seeking occupancy. Failure to post the certificate in a prominent place shall be a violation of Section 11-34 of this article. If rent is collected from the transient at a business office or location other than the lodging, the certificate shall be made readily available for viewing by any person seeking occupancy. If rent is collected from the transient at a website, the certificate number shall be displayed publicly on the listing for the lodging. The certificate shall contain the following information:

- (1) The name of the lodging proprietor, including the name under which such person transacts business.
- (2) The address of the lodging.
- (3) The date upon which the certificate was issued.
- (4) Such other relevant information as may be required by the tax administrator to assist in correct reporting and collection of the transient occupancy tax.

The certificate shall also contain the following statement:

"This Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of the Transient Occupancy Tax Ordinance of the County of Solano by registering with the Tax

Administrator for the purpose of collecting from transients the Transient Occupancy Tax and remitting said tax to the Tax Administrator. This certificate does not authorize any person to conduct any unlawful business or to conduct any lawful business in an unlawful manner, or to operate a lodging without strictly complying with all local applicable laws, including but not limited to those requiring a permit from any board, commission, department or office of this county. This certificate does not constitute a business license, a land use permit, or a license to operate lodging on these premises or to operate a lodging business without full compliance with all other statutes, ordinances, and zoning regulations.”

11-25 Change of ownership or operator

(a) In the event that there is a change in ownership or operator of any lodging facility, the new owner or operator is required to submit an updated registration form to the tax administrator.

(b) Unless otherwise provided by law, upon the sale of any lodging facility:

- (1) It is the joint and several liability of both the seller and buyer to remit any tax due up until the date of sale; and
- (2) A certificate of delinquent transient occupancy tax lien may be filed against both the seller and/or buyer in an amount determined by the tax administrator.

(c) Following any change of ownership or operator, the new owner and operator are subject to an audit by the tax administrator.

(d) Any owner of a lodging facility required to collect or pay transient occupancy tax may apply for and receive within ninety (90) days of application, an occupancy tax clearance certificate, provided that the taxes and any penalties are paid in full for the time period specified.

11-26 Filing of reports; remittance of tax

The tax administrator shall establish a reporting period for each operator holding an authority to collect tax pursuant to this article. No reporting period shall be greater than one year. Each operator whose reporting period is one month or longer shall, on or before the last day of the month following the close of the reporting period, make a return to the tax administrator on forms provided by the tax administrator of the total rents charged and received and the amount of tax collected for transient occupancies. Each operator whose reporting period is established at less than one month shall make the return to the tax administrator within three days after the close of the period. At the time the return is filed, the full amount of the tax collected shall be remitted to the tax administrator. If it is deemed to be in the best interest of the county, the tax administrator may require the operator to report and remit any taxes due by electronic means. Any additional information which the tax administrator may deem necessary in order to insure collections shall be included with the return. When tax is collected by an online booking service, reporting and remittance of tax collected shall be performed as specified in a written agreement between the online booking service and the county. Returns and payments are due immediately upon cessation of business by an operator or online booking service for any reason. All taxes collected by operators or online booking services pursuant to this article shall be held in trust for the account of the county until payment thereof is made to the tax administrator.

11-27 Penalties for delinquent payment

(a) Original delinquency. Except when an online booking service has collected tax from the transient and will remit the tax directly to the county pursuant an agreement between the booking service and the county, any operator who fails to remit any tax imposed by this article within the time required shall pay a penalty of ten per cent of the amount of the tax, in addition to the amount of the tax.

(b) Continued delinquency. Any operator who fails to remit any delinquent remittance on or before a period of thirty days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of ten per cent of the amount of the tax, in addition to the amount of the tax and the ten per cent penalty first imposed.

(c) Fraud. If the tax administrator determines that the nonpayment of any remittance due under this article is due to fraud, a penalty of twenty-five per cent of the amount of the tax shall be added in addition to the penalties stated in subdivisions (a) and (b) of this section.

(d) Interest. In addition to the penalties imposed, any operator who fails to remit any tax imposed by this article shall pay interest at the rate of one-half of one per cent per month or fraction thereof on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent until paid.

(e) Penalties merged with tax. Every penalty imposed, such interest as accrues under the provisions of this section, and all tax administrator's actual costs of collection of tax incurred from the time of delinquency until the time the transient occupancy tax, penalties, and interest are actually paid or collected, shall become a part of the tax required to be paid under this article.

11-28 Determination of tax by tax administrator upon default of operator

If any operator shall fail or refuse to collect the tax imposed pursuant to this article, or to make, within the time provided in this article, any report and remittance of such tax or any portion thereof required by this article, the tax administrator shall proceed in such manner as the administrator may deem best to obtain facts and information on which to base an estimate of the tax due. As soon as the tax administrator shall procure such facts and information as the tax administrator is able to obtain upon which to base the assessment of any tax imposed by this article and payable by any operator who has failed or refused to collect the same and to make such report and remittance, the administrator shall proceed to determine and assess against such operator the tax, interest, and penalties provided for by this article. In case such determination is made, the tax administrator shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at the operator's last known place address. Such operator may, within ten days after the serving or mailing of such notice, make application in writing to the tax administrator for a hearing on the amount assessed. If application by the operator for a hearing is not made within the time prescribed, the tax, interest and penalties, if any, determined by the tax administrator, shall become final and conclusive and immediately due and payable. If such application is made, the tax administrator shall give not less than five days written notice in the manner prescribed in this article to the operator to show cause at a time and place fixed in such notice why such amount specified therein should not be fixed for such tax, interest and penalties. At such hearing, the operator may appear and offer evidence why such specified tax, interest and penalties should not be so fixed. After such hearing the tax administrator shall determine the proper tax to be remitted and shall thereafter give written notice to the person in the manner prescribed in this article of such determination and the amount of such tax, interest and penalties. The amount determined to be due shall be payable after fifteen days after the serving or mailing of such notice unless an appeal is taken as provided in section 11-30.

11-29 Deficiency determinations

If the tax administrator is not satisfied with a return filed by an operator of the amount of the tax required to be paid to the County pursuant to a return, the tax administrator may compute and determine the amount required to be paid upon the basis of facts contained in the return or upon the basis of any information within his or her possession or that may come into his or her possession. One (1) or more deficiency determinations may be made of the amount due for any period. The tax administrator shall give to the operator written notice of his or her determination in the same manner as provided in Section 11-28 of this article. The operator shall be entitled to apply for a hearing on the amount assessed to him pursuant to the procedure set forth in Section 11-28 of this article and shall thereafter be entitled to appeal to the Board of Supervisors in accordance with the provisions of Section 11-30 of this article. The penalties and interest provided by Sections 11-27 of this article shall be applicable to the amount of deficiency established pursuant to this section.

11-30 Appeals

Any operator aggrieved by any decision of the tax administrator with respect to any amount of such tax, interest and penalties, if any, may appeal to the board of supervisors by filing a notice of appeal with the clerk to the board of supervisors within fifteen days of the serving or mailing of the determination of tax due. The board of supervisors shall fix a time and place for hearing such appeal, and the clerk to the board of supervisors shall give notice in writing to such operator at the operator's last known place of business. The findings of the board of supervisors

shall be final and conclusive and shall be served upon the appellant in the manner prescribed above for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of notice.

11-31 Refunds

(a) Whenever the amount of any tax, interest, or penalty has been overpaid or paid more than once or has been erroneously or illegally collected or received by the tax administrator under this article, it may be refunded as provided in subdivisions (b) and (c) of this section, provided that a claim in writing, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the tax administrator by the person(s) who paid the tax, interest, or penalty, or the administrator or executor or such person, within three years of the date of payment. The claim shall be on forms furnished by the tax administrator. If the claim is approved by the tax administrator, the excess of any amount collected or paid may be refunded or may be credited on any amounts then due and payable from the person from whom it was collected or by whom paid. The balance may be refunded to such person, his administrators or executors.

(b) An operator may claim a refund or take as a credit against taxes to be collected and remitted the amount overpaid, paid more than once, or erroneously paid when it is established in a manner prescribed by the tax administrator that the operator from whom the tax has been paid has not collected that amount of tax and has committed an error in reporting.

(c) Any operator may claim a refund or take as credit against taxes collected and remitted the amount overpaid, paid more than once or erroneously or illegally collected or received when it is established in a manner prescribed by the tax administrator that the person from whom the tax has been collected was not a transient; provided, that neither a refund nor a credit shall be allowed unless the amount of the tax so collected has either been refunded to the transient or credited to rent subsequently payable by the transient to the operator.

(d) A transient may obtain a refund of taxes overpaid or paid more than once or erroneously or illegally collected or received by the county by filing a claim in the manner provided in subdivision (a) of this section, but only when the tax was paid by the transient directly to the tax administrator, or when the transient having paid the tax to the operator, establishes to the satisfaction of the tax administrator that the transient has been unable to obtain a refund from the operator who collected the tax.

(e) No refund shall be paid under the provisions of this section unless the claimant establishes his right by written records showing entitlement.

(f) Only the person who paid the tax, penalty, or interest and the person who made the tax refund claim that was rejected may bring an action against the county to recover such taxes. No other person may bring such an action.

11-32 Records to be kept

It shall be the duty of every operator liable for the collection and payment to the county of any tax imposed by this article to keep and preserve, for a period of three years, all records as may be necessary to determine the amount of such tax as the operator may have been liable for the collection of and payment to the county, which records the tax administrator shall have the right to inspect at all reasonable times.

11-33 Collection of tax, penalty, and interest by court action or lien

(a) Suit for Taxes. Any tax required to be paid by any transient under the provisions of this article shall be deemed a debt owned by the transient to the county. Any such tax collected or required to be collected by an operator which has not been paid to the county shall be deemed a debt owed by the operator to the county. Any person owing money to the county under the provisions of this article who does not pay such tax by the date due shall be liable to an action brought in the name of the county for the recovery of such amount. This remedy is cumulative and not exclusive of any other remedy set out in this section.

(b) If any transient occupancy tax, any penalty or interest thereon is unpaid as of the date of delinquency, the tax administrator may file, without fee, a certificate of transient occupancy tax delinquency for recordation in accordance with the procedure set forth in Revenue and Taxation Code Sections 2191.3-2191.4. This certificate shall specify the name of the operator who has defaulted in the payment of transient occupancy taxes collected; the last known

business address of the operator, the amount of taxes, penalties, and interest in default; and certification by the tax administrator that the amount of the taxes, penalties, and interest have been correctly calculated. Upon recordation of this certificate of delinquency without a fee with the county recorder, the county shall have a lien against the operator which shall be enforceable as a lien against the operator's real property in the county under the provisions of Revenue and Taxation Code Section 2191.4-2193. The remedies under this subsection are cumulative and not exclusive of any other remedy in this section.

11-34 Violations

No operator or other person shall operate or offer a lodging for rent without compliance with this article, or fail or refuse to register the lodging as required in this article, or fail or refuse to post the transient occupancy registration certificate in a prominent place as required by Section 11-24 or 11-25, or fail or refuse to furnish any return required by Section 11-26, or fail or refuse to furnish a supplemental return or other data required by the tax administrator. No person required to make, render, sign, or verify any report or claim shall make any false or fraudulent report or claim with intent to defeat or evade the determination of any amount due required by this article to be made.

Section 2.

Any portion of this ordinance deemed invalid or unenforceable shall be severed from the remainder, which shall remain in full force and effect.

Section 3.

This ordinance shall take effect 30 days after its adoption.

Section 4.

A summary of this ordinance will be published within 15 days after its adoption in the Fairfield Daily Republic, a newspaper of general circulation in Solano County.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on August 27, 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

Introduced: August 27, 2019
Adopted:
Effective:



Solano County

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

Agenda Submittal

Agenda #:	18	Status:	Consent Calendar
Type:	Report	Department:	Sheriff's Office
File #:	19-674	Contact:	Angelica Russell, 784-7064
Agenda date:	09/10/2019	Final Action:	
Title:	Receive the Sheriff's Inmate Welfare Fund Report of Expenditures for Fiscal Year ending June 30, 2019		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - IWF FY2018/19 Statement, B - IWF FY2018/19 Expenditures		

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

DEPARTMENTAL RECOMMENDATION:

The Sheriff recommends that the Board receive the Inmate Welfare Fund Report of Expenditures for Fiscal Year ending June 30, 2019.

SUMMARY/DISCUSSION:

This report is submitted for Board review in accordance with California Penal Code Section 4025(e), which requires that "an itemized report of the Inmate Welfare Fund (IWF) expenditures shall be submitted annually to the board of supervisors." The IWF is a private purpose trust fund intended for the benefit of inmates housed in the Solano County jail system. As codified in California Penal Code §4025(e), "The money and property deposited in the inmate welfare fund shall be expended by the sheriff primarily for the benefit, education, and welfare of the inmates confined within the jail." Fund revenue is derived predominately from commissary commissions. Other revenue sources include video visitation commissions, bail bond advertisements, marriage license fees, and interest income.

The IWF Committee, chaired by the Sheriff's Director of Administrative Services, provides fiscal and policy oversight of the IWF, establishes a budget, and makes recommendations to the Sheriff to ensure funds are expended properly and that an appropriate fund balance is maintained. The Sheriff Criminal Justice Program Services Manager is responsible for day-to-day operations, including providing mental health, legal, religious, education, and library services. The Sheriff makes all final decisions regarding IWF expenditures.

The IWF's fund balance on July 1, 2018 was \$1,772,468. During FY2018/19, the IWF had revenue of \$652,446 and expenditures of \$544,083, resulting in an increase to fund balance of \$108,363. The IWF's ending fund balance as of June 30, 2019, was \$1,880,831 as reflected in the FY2018/19 Statement of Revenues, Expenditures and Changes in Fund Balance (Attachment A).

Fifty-Three (53%) of total IWF expenditures were for contracted substance abuse treatment services. Another twenty percent (20%) was expended on library services, including contracted legal assistance services, books and subscriptions, office supplies, and postage. Seventeen percent (17%) was used for religious and/or spiritual guidance, including chaplain salary and benefits, books and materials, memberships, and office supplies. Five percent (5%) was expended for personal items such as welfare kits, welcome kits, floss loops, electric shavers, hair clippers and accessories. Three percent (3%) was spent on support services provided by the Sheriff, Auditor-Controller, and County Counsel. The remaining two percent (2%) was used for other inmate-related services and recreational items, such as newspaper subscriptions, televisions, and microwaves. These expenditures are further delineated in the FY2018/19 Itemized Report of Expenditures (Attachment B).

FINANCIAL IMPACT:

There are no financial implications related to the Board's review of this annual report. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

ALTERNATIVES: _

There is no alternative. The report is required under the Penal Code Section 4025(e).

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

INMATE WELFARE FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE PERIOD ENDING JUNE 30, 2019

	<u>Prior Year</u> <u>Actual</u>	<u>FY 2018-19</u> <u>Budget</u>	<u>FY 2018-19</u> <u>Actual</u>	<u>% Actual to</u> <u>Budget</u>
Revenues:				
9230 Marriage Licenses	\$ 382	\$ 382	\$ 414	108%
9401 Interest Income	20,462	17,345	38,375	221%
9406 Commissary Sales	547,166	528,530	525,452	99%
9407 Telephone Commissions	-	-	-	0%
9412 Video Visitation	55,041	60,393	63,215	105%
9543 PRIOR YEAR REV-STATE & OTHERS	40,627	-	-	0%
9703 Other Revenue (Bail Ads)	72,000	45,000	24,990	56%
Total Revenues	\$ 735,678	\$ 651,650	\$ 652,446	100%
Expenditures:				
1110 Salary/Wages - Regular	\$ -	\$ -	\$ -	0%
1121 Salary/Wages - Extra Help	64,622	72,360	68,005	94%
1210 Retirement - Employer	14,478	5,159	13,559	263%
1220 FICA - Employer	4,818	5,491	5,069	92%
2015 Inmate Clothing and Supplies	34,255	20,000	27,662	138%
2026 Cell Phone Allowance	300	300	300	100%
2035 Household Expense	100	1,200	35	3%
2153 Med/dental Supplies	639	-	-	0%
2170 Memberships	50	125	50	40%
2180 Books & Subscriptions	23,971	20,500	14,271	70%
2200 Office Expense	349	775	494	64%
2201 Equipment Under \$1,500	2,359	725	3,050	421%
2205 Postage	2,162	2,000	2,897	145%
2216 Maintenance/Service Contracts	-	-	42	0%
2235 Accounting & Financial Service	119	-	-	0%
2245 Contracted Service (Wright, LRA, Anka)	216,893	460,000	391,003	85%
2250 Other Professional Services	9,816	7,700	6,974	91%
2270 Software	11,100	-	-	0%
2310 Education & Training	1,625	500	449	90%
2312 Special Departmental Expense	-	-	-	0%
2335 Travel Expense	1,710	1,050	1,029	98%
2336 Travel Out-of-State	890	-	-	0%
3011 School Readiness Grants	77	-	-	0%
3110 Support/Care of Persons	8,998	9,200	-	0%
3710 Countywide Admin Overhead	6,023	6,023	8,145	135%
3711 Departmental Admin Overhead	-	-	-	0%
5040 Trans-out-POB's	-	3,211	1,049	33%
Total Expenditures	\$ 405,354	\$ 616,319	\$ 544,083	88%
Net Increase in Fund Balance			\$ 108,363	

Fund Balance July 1, 2018 ¹	\$ 1,772,468
Change in Fund Balance	108,363
Fund Balance June 30, 2019	\$ 1,880,831

¹ Fund Balance ending June 30, 2018 was overstated by \$25,000 in the prior year report submitted to the BOS due to a correcting entry processed by the Auditor-Controller and applied to FY2017/18. This report has been adjusted to reflect the the proper Fund Balance as of July 1, 2018.

ITEMIZED REPORT OF EXPENDITURES BY PROGRAM

PROGRAM	AMOUNT	TOTAL	PERCENT
DRUG & ALCOHOL TREATMENT		\$ 288,834	53%
Contracted: Substance & Abuse Treatment	\$ 288,834		
LIBRARY		\$ 107,903	20%
Contracted: Legal Research Association	\$ 102,169		
Reading Material	\$ 2,601		
Postage	\$ 2,708		
Office Supplies	\$ 425		
CHAPLAIN		\$ 92,905	17%
Salary/Wages/Benefits-Chaplain	\$ 87,983		
Religious Material	\$ 3,269		
Chaplain Office Supplies	\$ 125		
Chaplain Training & Travel	\$ 1,478		
Membership	\$ 50		
PERSONAL ITEMS		\$ 27,452	5%
Welcome Kits	\$ 16,452		
Electric Shavers, Hair Clippers & Accessories	\$ 7,935		
Floss Loops	\$ 2,879		
Soap	\$ 186		
ADMINISTRATIVE SUPPORT/TRAINING		\$ 15,350	3%
County Overhead	\$ 8,145		
Sheriff Administrative Services	\$ 7,016		
Postage	\$ 189		
RECREATION/OTHER		\$ 11,639	2%
Newspaper Subscriptions	\$ 8,401		
Microwaves & Televisions	\$ 2,622		
Sewing Machine	\$ 428		
Games	\$ 188		
TOTAL IWF EXPENDITURES		\$ 544,083	100%



Solano County

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

Agenda Submittal

Agenda #:	19	Status:	Consent Calendar
Type:	Contract	Department:	Sheriff's Office
File #:	19-676	Contact:	Angelica Russell, 784-7064
Agenda date:	09/10/2019	Final Action:	
Title:	Approve an agreement with the California Department of Health Care Services to participate in the FY2019/20 Medi-Cal County Inmate Program with a maximum reimbursable amount not to exceed \$604,282; Authorize the County Administrator to sign the agreement and any amendments including changes to terms and conditions and scope of services, with concurrence from County Counsel; and Authorize the Sheriff or his designee 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 - Agreement		

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's Office recommends that the Board of Supervisors:

1. Approve agreement number 19-96191 with the California Department of Health Care Services to participate in the FY2019/20 Medi-Cal County Inmate Program with a maximum reimbursable amount not to exceed \$604,282;
2. Authorize the County Administrator to sign the agreement and any amendments including changes to terms and conditions and scope of services, with concurrence from County Counsel; and
3. Authorize the Sheriff or his designee to execute contract amendments which are technical and administrative in nature and remain within budget appropriations.

SUMMARY:

The Medi-Cal County Inmate Program (MCIP) is a voluntary, fee-for-service only program administered by the California Department of Health Care Services (DHCS) that allows counties or medical providers to draw down federal Medicaid funding for inmates who are treated for more than 24 hours at medical facilities that are offsite or separate from county jails. The MCIP consequently creates budgetary savings for the County for the medical care provided to its Medi-Cal eligible inmates.

Solano County has participated in the MCIP since April 2017 and in April 2019, the County submitted a County

Participation Form for FY2019/20 which indicated that the County was interested in voluntarily participating in the MCIP from July 1, 2019 to June 30, 2020. Continued participation requires the Board of Supervisors approve a MCIP agreement and return the signed agreement and a meeting minute order indicating Board approval to DHCS.

FINANCIAL IMPACT:

Under MCIP, the County's inmate medical provider, Wellpath, realizes savings for inpatient hospitalization or medical care costs they would have otherwise paid. In turn, Wellpath reimburses the County for the State's 5% administrative fee and pays the County 85% of the net savings from inmates covered under MCIP. Board approval will not impact the County General Fund; however, non-approval will negatively impact County General Fund as the Sheriff's Recommended Budget includes \$180,000 in revenue from Wellpath for inmates covered under MCIP.

To date, Solano County has received \$121,635 from Wellpath for participation in the MCIP program through June 30, 2018 for inmates who received inpatient medical treatment. Additionally, there is \$58,539 due in payments from Wellpath for the period July 1, 2018 through December 31, 2018. The claims reimbursement process can be lengthy, given that a Medi-Cal provider (NorthBay) only submits claims after all eligible costs have been determined, and the State's release of funds is predicated on the review and appeals process.

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

DISCUSSION:

The DHCS implemented the voluntary MCIP beginning April 1, 2017. The MCIP consists of three programs: the Adult County Inmate Program (ACIP), the County Compassionate Release/Medical Parole Program (CCRP/CCMP), and the Juvenile County Ward Program. The first, and most noteworthy, is the ACIP which covers Medi-Cal allowable inpatient hospital services during an eligible inmate's inpatient hospital stay. The second program is the CCRP/CCMP which allows the Sheriff to grant medical release or medical probation in lieu of jail time, if certain conditions are met. An inmate may only be eligible for CCRP/CCMP if the physician determines the inmate has a life expectancy of six months or less; the inmate does not pose a threat to the public's safety; the presiding judge is notified of the intended release; and inmate placement is secured. The third program involves juveniles housed in county juvenile halls and is of interest to the County's Probation Department.

Since FY2016/17, with Board approval, the County has participated in the Adult County Inmate Program under the MCIP. The current contract with Wellpath, the County's contract inmate medical provider, is a full cost model, under which Wellpath is required to pay for inpatient medical treatment if they approve the treatment. Under MCIP, instead of billing Wellpath for treatment, NorthBay seeks reimbursement from the State under Medi-Cal, enabling Wellpath to realize savings. For FY2019/20, the authorized limit for reimbursement from the State is \$600,000. Since Wellpath benefits from lower inmate medical costs resulting from accepted MCIP claims, Wellpath pays the County 85% of its net savings of the claimed amount, retaining the remaining 10% for administrative costs. The 10% retention by Wellpath is a standard administrative fee for MCIP in all their contracts with other counties. In order to participate in the MCIP program, the County is charged a 5% state administrative fee which is entirely offset by Wellpath reimbursement.

Working in collaboration with Wellpath and NorthBay, County Health and Social Services (H&SS) and the Sheriff's Office are responsible for identifying inmates admitted for covered inpatient off-site hospital or medical services; obtaining appropriate authorized representative forms from inmates; working with inmates to complete and sign Medi-Cal application documents; and enroll the inmates by submitting completed Medi-Cal applications and support documentation to the DHCS.

ALTERNATIVES:

The Board of Supervisors could choose not to approve the agreement between Solano County and DHCS; however, this alternative is not recommended as it would exclude the State, the County's inmate medical provider Wellpath, and the County from benefiting from the MCIP for inpatient hospitalizations of Solano County inmates. Moreover, non-approval is not fiscally prudent, as this revenue stream aids in reducing General Fund costs associated with inmate medical expenses.

OTHER AGENCY INVOLVEMENT:

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

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT

Article 1 – Parties

- A. The parties to this Agreement (Agreement) are County of Solano (the County) and the California Department of Health Care Services (DHCS).
- B. The County may voluntarily choose to participate in the Medi-Cal County Inmate Program (MCIP) by entering into this Agreement as authorized by Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8.
- C. DHCS is the single state agency responsible for administering the California Medical Assistance Program (Medi-Cal), including MCIP, pursuant to California Welfare and Institutions Code section 14100.1.

Article 2 – Purpose of the Agreement

- A. The purpose of this Agreement is to set forth the terms a County must abide by in order to participate in MCIP. If a County does not participate in MCIP or does not abide by the terms of this Agreement, the County remains responsible for arranging for and paying for medical care for its inmates. MCIP creates budgetary savings for the County for the medical care provided to its Medi-Cal eligible inmates. MCIP, makes federal financial participation (FFP) available for medical care provided to Medi-Cal eligible county inmates. The County receives budgetary savings because it does not fund the federal share of MCIP services for their Medi-Cal eligible inmates. MCIP services are provided by Medi-Cal providers to Medi-Cal eligible inmates, for which FFP may be claimed consistent with federal law, including but not limited to subparagraph (A) following paragraph (29) of Section 1905(a) of the Social Security Act.
 - 1) MCIP allows the Medi-Cal providers to directly bill DHCS for MCIP services and DHCS will reimburse the Medi-Cal providers at their applicable Medi-Cal rate for the services rendered, to the extent FFP is available. DHCS will seek and retain FFP claimed for MCIP services and the County will reimburse DHCS any remaining balance for the claims paid by DHCS to the Medi-Cal provider for MCIP services, except for the MCIP services provided by public providers under the certified public expenditure (CPE) process.
 - 2) When the Medi-Cal provider is a Designated Public Hospital (DPH) or other public provider that incurs the cost of the nonfederal share pursuant to the CPE process, the Medi-Cal provider shall receive the FFP resulting from expenditures for the MCIP services. Notwithstanding the sentence above, DPHs may claim under Subparagraph 1 for MCIP services that are not claimed through the CPE process established in the Demonstration Project.

- B. The County shall reimburse DHCS its apportioned share of the nonfederal share of the administrative costs incurred for the administration of MCIP based on Addendum A.

Article 3 – Term of the Agreement

Subject to the provisions of this Agreement, the term of this Agreement shall be one year from July 1, 2019, through June 30, 2020.

Article 4 – Maximum Payable Amount

- A. The amount under this Agreement that the County shall be obligated to reimburse DHCS for MCIP services paid by DHCS to Medi-Cal providers shall not exceed the nonfederal share of the Medi-Cal payments for MCIP services for the County's inmates incurred by DHCS. The maximum payable amount shall not exceed: \$600,000.00. This amount is subject to the annual limitations listed below:

Year	MCIP Services Total Nonfederal Share
SFY 2019-20	\$600,000.00

- B. The amount that the County shall be obligated to pay DHCS for MCIP administrative services rendered under this Agreement shall not exceed its apportioned share of the nonfederal share of the federally claimable costs of administering MCIP incurred by DHCS. The maximum payable amount shall not exceed the County's apportioned share, which shall be based on a methodology specified in *Addendum A*, which is: \$4,281.94. This amount is subject to the annual limitations listed below:

Year	MCIP Administrative Services Total Nonfederal Share for the County
SFY 2019-20	\$4,281.94

- C. The maximum payable amount under this Agreement shall not exceed \$ 604,281.94.
- D. For future SFY periods not covered under this Agreement, the maximum payable amount will be determined through a new Agreement or an amendment to this Agreement.

Article 5 – Contact Persons

Any notice, request, demand or other communication required or permitted hereunder, shall be deemed to be properly given when deposited in the United States mail, postage prepaid, and addressed:

In the case of the County, to:

County Coordinator
County of Solano
Attn: George Bernardino, Health Services Manager
Solano County Sheriff's Office
675 Texas Street, Suite 6500
Fairfield, CA 94533
gbernardino@solanocounty.com
(707) 784-7154

Or to such person or address as the County may furnish in writing or e-mail to DHCS.

In the case of DHCS, to:

California Department of Health Care Services
Safety Net Financing Division
County Based Claiming & Inmate Services Section
Attn: Inmate Medi-Cal Claiming Unit
1501 Capitol Avenue, MS 4504
P.O. Box 997436
Sacramento, CA 95899-7436

Or to such person or address as DHCS may, from time to time, furnish in writing or email to County.

Article 6 – Payment Terms and Invoicing

A. General Terms

- 1) The County shall compensate DHCS for the County's apportioned share of the nonfederal share of MCIP administrative services, and for the nonfederal share of MCIP services listed in Article 7, as required by Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8, within sixty (60) days of receipt of an invoice from DHCS, which specifies both the total federally claimable cost, and the nonfederal share of the total cost, for payments DHCS has made to providers, except that the County shall not reimburse the state for the nonfederal share of services billed by Medi-Cal providers under a CPE process, as described in Articles 8 and 11, below. MCIP

administrative services and MCIP services shall be separately invoiced by DHCS to the County. Addendum A attached to this Agreement includes details regarding the nonfederal share of administrative costs. If the County is found to have overpaid DHCS comparing its owed nonfederal share to payments actually made, DHCS shall refund the overpayment to the County within forty-five (45) days of an invoice from the County, containing the same information. This refund may be made by offsetting the amount against the County's next quarterly payment due to DHCS.

- 2) Failure by the County to timely compensate DHCS pursuant to Paragraphs B and C shall constitute a material breach of this Agreement by the County, which, at DHCS' discretion, may result in termination by DHCS pursuant to Article 10. The County may cure such breach by rendering payment of the amount owed to DHCS prior to the termination of this Agreement.
- 3) In no event shall payment be made by the County for any invoice or portion thereof exceeding the respective maximum annual Agreement amount specified in Article 4. Payment for any MCIP administrative services rendered by DHCS or MCIP services paid by DHCS exceeding the respective maximum annual Agreement amount shall require an amendment to this Agreement pursuant to Article 9. If the County fails to execute a retroactive amendment to the maximum payable amount under this Agreement, DHCS shall terminate the Agreement pursuant to Article 10.
- 4) Payments shall be sent to DHCS at the following address (or such other address as DHCS may specify in writing):

California Department of Health Care Services
Safety Net Financing Division
County Based Claiming & Inmate Services Section
Attn: Inmate Medi-Cal Claiming Unit
1501 Capitol Avenue, MS 4504
P.O. Box 997436
Sacramento, CA 95899-7436

B. MCIP Services

- 1) DHCS shall submit to the County a quarterly invoice for MCIP services that identifies the nonfederal share amount, and a report that contains information regarding paid claims data for the quarter, including information identifying the provider of services and the beneficiary, the recipient aid code, and amount of reimbursement, and other information that may be agreed to between the parties.

- 2) The DHCS invoice shall not contain and the County shall not compensate DHCS for MCIP services provided by Medi-Cal providers where the County incurs the cost of providing MCIP services and claims them through the CPE process.
- 3) If the Medi-Cal provider renders MCIP services that are not reimbursable under the CPE process established, then the invoice shall contain and the County shall reimburse DHCS for the nonfederal share of DHCS' payments for these MCIP services.

C. MCIP Administrative Services

- 1) DHCS shall submit to the County an annual invoice for the County's apportioned share of the nonfederal share of MCIP administrative services based on Addendum A. The annual invoice for reimbursement identifies the following summarized categories of DHCS costs for the allocated SFY period billed: salary, benefits, operating expenses, and total costs. Costs shall be multiplied by one minus the Federal Medical Assistance Percentage applicable to such administrative costs subject to the limit on the amount reimbursable by the County under Article 4. For SFY 2019-20 and thereafter, DHCS shall submit annual invoices to the County no later than one hundred eighty (180) days following the close of the SFY.
- 2) The County shall not be obligated to pay DHCS for the MCIP administrative services covered by any invoice if DHCS presents the invoice to the County more than one (1) year after this Agreement terminates.

Article 7 – DHCS Responsibilities

A. MCIP Services

- 1) DHCS shall pay the appropriate Medi-Cal fee-for-service rate to Medi-Cal providers that directly bill DHCS for MCIP services rendered to the County's MCIP-eligible inmates and shall seek FFP. DHCS shall be responsible to pay such providers only to the extent the County commits to reimburse DHCS the nonfederal share of all federally reimbursable MCIP claims and for which FFP is available and retained by DHCS for the MCIP service claims.
- 2) DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for MCIP services, the services provided, the county responsible, the specific inmate treated, the inmate's aid code, and the specific provider billing.
- 3) DHCS shall submit claims in a timely manner to the federal Medicaid Program to draw down FFP for DHCS, and shall draw down and distribute

FFP for MCIP services claimed through the CPE process. Such claims shall be submitted in compliance with all applicable laws and regulations.

B. MCIP Administrative Services

- 1) DHCS shall administer MCIP and this Agreement for claiming federal reimbursement for MCIP services. It is understood by both the County and DHCS that other administrative activities including, but not limited to, transporting MCIP eligible beneficiaries, arranging for their care and for their incarceration remain the administrative responsibilities of the County.
- 2) DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for personnel services which includes salary/wages, benefits, overhead costs for DHCS's staff, as well as equipment and all related operating expenses applicable to these positions including, but not limited to, general expense, rent and supplies, and travel cost for identified staff and managerial staff working specifically on activities or assignments directly related to MCIP.

C. General Responsibilities

- 1) DHCS shall:
 - i. Ensure that an appropriate audit trail exists within DHCS records and accounting system and maintain expenditure data as indicated in this Agreement.
 - ii. Designate a person to act as liaison with County with regard to issues concerning this Agreement. This person shall be identified to County's contact person for this Agreement.
 - iii. Provide a written response by email or mail to County's contact person within thirty (30) days of receiving a written request for information related to MCIP.
 - iv. With each quarterly invoice, provide paid claim analysis report to the County regarding MCIP claims submitted by providers for the County's MCIP-eligible inmates, as used for the determination of the corresponding nonfederal share that is the County's obligation under this Agreement.
- 2) Should the scope of work or services to be performed under this Agreement conflict with DHCS' responsibilities under federal Medicaid law, the responsibilities under federal Medicaid law shall take precedence.

- 3) DHCS' cessation of any activities due to federal Medicaid law responsibilities does not relinquish the obligation of the County to reimburse DHCS for MCIP administrative costs and MCIP services incurred by DHCS in connection with this Agreement for periods in which the County participated in the program.
- 4) DHCS agrees to provide to the County, or any federal or state department having monitoring or reviewing authority, access to and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this Agreement.

Article 8 – County Responsibilities

A. MCIP Services

- 1) Except as provided in (vi.) of this section, the County is responsible for reimbursing DHCS for the nonfederal share of MCIP services paid by DHCS to Medi-Cal providers rendering MCIP services to the County's MCIP eligible beneficiaries.
 - i. The County may pay a Medi-Cal provider to the extent required by or otherwise permitted by state and federal law to arrange for services for the MCIP individuals. Such additional amounts shall be paid entirely with County funds, and shall not be eligible for Social Security Act Title XIX FFP.
 - ii. If DHCS pays the Medi-Cal provider more than what the county would have paid for services rendered, the county cannot request the difference from the Medi-Cal provider.
 - iii. If the county would have paid the Medi-Cal provider less than what DHCS paid the Medi-Cal provider, the county is still obligated to reimburse DHCS for the nonfederal share of the payment from DHCS for MCIP services.
 - iv. In the event that FFP is not available for any MCIP service claimed pursuant to this Agreement, the County shall be solely responsible for arranging and paying for any such MCIP service.
 - v. If the Centers for Medicare & Medicaid Services (CMS) determines an overpayment has occurred for a payment made to a Medi-Cal provider for MCIP services to the County's MCIP-eligible inmate, including the application of any federal payment limit that reduces the amount of FFP available for MCIP services, then DHCS shall seek the overpayment amount from the provider and return the collected FFP to CMS and return the collected nonfederal share of

the overpayment to the County. In the event that DHCS cannot recover from the Medi-Cal provider such overpayment, the County shall pay DHCS an amount equal to the FFP portion of the unrecovered amount to the extent that section 1903(d)(2)(D) of the Social Security Act is found not to apply.

- vi. The County is not responsible for reimbursing DHCS for the nonfederal share of expenditures for MCIP services provided by DPHs when those services are reimbursed under the CPE process because DHCS is not responsible for the nonfederal share of expenditures for MCIP services reimbursed in the CPE process.
 - vii. The County is responsible for reimbursing DHCS for the nonfederal share of MCIP services provided by DPHs that are not reimbursed under the CPE process.
- 2) If CMS determines DHCS claimed a higher federal medical assistance percentage (FMAP) rate than is allowed and FFP is reduced by CMS for the MCIP services provided to a County's MCIP-eligible inmate for MCIP services, then the County shall hold DHCS harmless for the return of the FFP to CMS.

B. MCIP Administrative Services

- 1) As a condition of participating in MCIP, the County accepts its responsibility for reimbursing DHCS for the County's apportioned share of the nonfederal share of costs of MCIP administrative services based on Addendum A, performed by DHCS in administering MCIP, so that there is no expenditure from the State General Fund.
- 2) The County shall reimburse DHCS its allotted portion of the nonfederal share of funding for compensation, associated operating expenses, equipment, and travel costs for no more than 3.50 full-time equivalent (FTE) positions composed of: one-half (0.50) FTE Staff Service Manager I, one (1) FTE Health Program Specialist I, one (1) FTE Staff Services Analyst/Associate Governmental Program Analyst, one-half (0.50) FTE Attorney, and one-half (0.50) FTE Accounting Officer, to be established and housed at DHCS, to support the reported expenditures submission process for obtaining federal reimbursement under this Agreement. The County's allotted portion shall be based on a methodology specified in Addendum A.

C. General Responsibilities

- 1) Upon the County's compliance with all applicable provisions in this Agreement and applicable laws, the County may send its MCIP-eligible inmates to Medi-Cal providers to receive MCIP services.
- 2) The County shall reimburse DHCS pursuant to Paragraphs A and B with funds from the County's General Fund, or from any other funds allowed under federal law and regulation, including but not limited to, Section 1903(w) of the Social Security Act and Code of Federal Regulations, title 42, part 433, subpart B.
- 3) In the event of any federal deferral or disallowance which is applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within fourteen (14) days.
- 4) The County shall assist with the completion of and delivery of completed Medi-Cal applications to County Welfare Department (CWD) within 90 calendar days after the date of admission of the inmate to a Medi-Cal provider off of the grounds of the county correctional facility which results in an expected stay of more than 24 hours.

Article 9 – Amendments

- A. Amendments to this Agreement shall be made only by a writing signed by the parties to this Agreement and, if required by state law, by approval of the California Department of General Services. Notwithstanding the previous sentence, any update made to the appropriate contact persons identified in Article 5 may be made by e-mail to the other contact person or persons and without formal amendment.
- B. This Agreement shall be amended pursuant to findings from the periodic assessment identified in Article 11.H, to accurately reflect the State's administrative costs and MCIP medical care costs.

Article 10 – Termination and Agreement Disputes

- A. This Agreement may be terminated by any party upon written notice given at least thirty (30) calendar days prior to the termination date. Notice shall be addressed to the respective parties as identified in Article 5 of this Agreement. The County shall remain obliged after the termination date to pay for all MCIP administrative costs and MCIP services incurred by DHCS for periods in which it participated in the program.
- B. This Agreement shall be terminated upon cessation of MCIP. The County shall remain obliged after the termination date to pay for all of the County's apportioned share of MCIP administrative costs based on Addendum A and all of the County's

MCIP services incurred by DHCS for periods in which it participated in the program.

- C. An informal dispute resolution process shall be undertaken prior to the dispute resolution processes described in Subparagraphs 1 to 2, below. In case of a dispute there shall be a discussion between the County and DHCS staff, and if not resolved then the County shall address the issue to DHCS in a written letter. If unresolved then the dispute resolution processes in Subparagraphs 1 to 2 shall be undertaken as appropriate.
- 1) Nothing in this Agreement shall prevent the County from pursuing any other administrative and judicial review available to it under law.
 - 2) Judicial review pursuant to Code of Civil Procedure section 1085 shall be available to resolve disputes relating to the terms, performance, or termination of this Agreement, or any act, failure to act, conduct, order, or decision of DHCS that violate this Agreement subject to Article 11.F.
- D. The terms of Article 6 (Payment Terms and Invoicing), Article 10 (Termination and Agreement Disputes), Article 11.B (Indemnification), and Article 11.D (Records) shall survive after the termination date.

Article 11 – General Provisions

A. Definitions.

- 1) The term “certified public expenditure process” or “CPE process” means the process established for the Medi-Cal program under state law (including but not limited to Welfare and Institutions Code section 14166.1, et seq.), the California Medi-Cal state plan, and approved Medicaid demonstration projects and waivers through which public Medi-Cal providers claim federal financial participation for their allowable expenditures.
- 2) The term “days” as used in this Agreement shall mean calendar days unless specified otherwise.
- 3) The term “Demonstration Project” means the California Medi-Cal 2020 Demonstration, Number 11-W-00193/9, as approved by CMS effective beginning December 30, 2015.
- 4) The term “designated public hospital” is defined as set forth in the Demonstration Project, which shall be codified in state law at Welfare and Institutions Code section 14184.10, subdivision (f) pursuant to SB 815 (2016), and as may be modified from time to time.

- 5) The term “inmate” as used in this Agreement includes the persons identified in Welfare and Institutions Code sections 14053.7(e)(2)(A) and 14053.8(k) “juvenile inmate,” and Government Code sections 26605.6(a) “prisoner,” 26605.7(a) “prisoner” and (d)(1) “probationer,” and 26605.8 “prisoner” and “probationer.”
- 6) The term “MCIP” or “Medi-Cal County Inmate Program” contains the following three components: the Adult County Inmate Program (ACIP), as authorized in state law pursuant to Welfare and Institutions Code section 14053.7 and Penal Code section 5072, the Juvenile County Ward Program (JCWP), as authorized in Welfare and Institutions Code section 14053.8, and the County Compassionate Release Program (CCRP) and County Medical Probation Program (CMPP), as authorized by Government Code sections 26605.6, 26605.7, and 26605.8.
- 7) “MCIP administrative services” means the administrative services provided by DHCS personnel for the administration of MCIP, which shall include, but not be limited to those services provided by the personnel in Article 8 when claiming federal reimbursement for MCIP services and seeking reimbursement for DHCS from the County.
- 8) “Medi-Cal provider” means, any individual, partnership, group association, corporation, institution, or entity and the officer, directors, owners, managing employees or agents of any partnership, group association, corporation, institution, or entity that provides services, goods, supplies, or merchandise, directly or indirectly, to a Medi-Cal beneficiary, and that has been enrolled in the Medi-Cal program.

For purposes of MCIP, a Medi-Cal provider may claim for MCIP services rendered to the MCIP-eligible inmate depending on the MCIP component program. For example, a clinic cannot seek reimbursement from DHCS for outpatient services provided to an ACIP inmate because the outpatient services provided are not allowable as MCIP services for ACIP. A Medi-Cal provider does not go through a separate Medi-Cal enrollment or certification process to participate in MCIP.

- 9) “MCIP services” constitutes all of the following, only to the extent federal financial participation is available: a) in ACIP, Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services, and physician services provided during the inpatient hospital service stay of adult inmates in county correctional facilities who are determined eligible for Medi-Cal pursuant to Welfare and Institutions Code section 14053.7; b) in the Compassionate Release Program pursuant to Government Code section 26605.6 and Medical Probation Program pursuant to Government Code section 26605.7, full-scope Medi-Cal services; c) in JCWP, Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services

and physician services, of juvenile inmates in county correctional facilities who are determined eligible for Medi-Cal services pursuant to Welfare and Institutions Code section 14053.8; and, d) any other Medi-Cal program for which federal reimbursement is available for coverage of adult inmates and juvenile inmates in county correctional facilities, if authorized by law and agreed to by the County and DHCS by amending this Agreement.

10)The term “Medi-Cal rate” means the reimbursement determined by the reimbursement methodology approved for the Medi-Cal provider under the California State Plan, or Social Security Act section 1115 Demonstration Project or section 1915 waiver.

11)The State Fiscal Year (SFY) begins on July 1st of each year and ends on June 30th in the subsequent calendar year.

- B. Indemnification. It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all reported expenditures, liability, loss, or expense (including reasonable attorney fees) for injuries or damage to any person, any property, or both which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of the County, its officers, employees, or agents.
- C. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous sentence, if a decision by a court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the parties to this Agreement shall either amend this Agreement pursuant to Article 9, or it shall be terminated pursuant to Article 10.
- D. Records. DHCS and the County shall maintain and preserve all records relating to this Agreement for a period of three (3) years from DHCS’ receipt of the last payment of FFP, or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities held by DHCS or the County provided for elsewhere in this Agreement, or in state or federal law.
- E. Compliance with Applicable Laws. All parties performance under this Agreement shall be in accordance with all applicable federal and state laws, including, but not limited to:
- 1) The Americans with Disabilities Act of 1990, as amended;
 - 2) Section 504 of the Rehabilitation Act of 1973, as amended;
 - 3) Title XIX of the Social Security Act;
 - 4) Welfare and Institutions Code section 14000 et seq.;

- 5) Government Code section 53060;
- 6) The California Medicaid State Plan;
- 7) Laws and regulations including, but not limited to those related to licensure, certification, confidentiality of records, quality assurance, and nondiscrimination;
- 8) The Policy and Procedure Letters, and similar instructions, published with regulatory authority;
- 9) Government Code sections 26605.6, 26605.7, and 26605.8;
- 10) Penal Code section 5072;
- 11) Title 42 of the Code of Federal Regulations; and,
- 12) California Code of Regulations.

F. Controlling Law and Venue. The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue of any action brought with regards to this Agreement shall be in any county in which the Attorney General maintains an office.

G. Integration Clause.

- 1) This Agreement and any exhibits and addendums attached hereto shall constitute the entire Agreement among the parties to it pertaining to the implementation of MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to the subject matter of this Agreement.
- 2) Notwithstanding Subparagraph G.1., DHCS Form 9098 or DHCS Form 6208 (whichever is applicable) is incorporated by reference into this Agreement if the County has a DHCS Form 9098 or DHCS Form 6208 on record. Notwithstanding Subparagraph G.1., the terms of the DHCS Form 9098 or DHCS Form 6208 controls to the extent there is a conflict with this Agreement, except for Article 10 of this Agreement. If the DHCS Form 9098 or DHCS Form 6208 does not address a matter addressed by this Agreement, then this Agreement controls.

H. Periodic Assessment. Pursuant to Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8, the County enters into this Agreement in order to implement MCIP under which the County may participate and for which the County will pay the nonfederal share of all federally reimbursable administrative costs and medical care costs incurred by DHCS performing activities described in Article 7. The County agrees that DHCS, in its sole discretion, may conduct a periodic assessment in consultation with the counties, of such costs incurred by DHCS to determine compliance with Welfare and Institutions Code sections 14053.7 and 14053.8, Penal Code section 5072, and Government Code sections 26605.6, 26605.7, and 26605.8, and DHCS agrees to ensure that all invoicing as described in Article 6 and any other relevant

documentation will be accordingly updated to ensure compliance with Welfare and Institutions Code sections 14053.7 and 14053.8, Penal Code section 5072, and Government Code sections 26605.6, 26605.7, and 26605.8.

- I. Conformance Clause. Any provision of this Agreement in conflict with present or future governing authorities is hereby amended to conform to those authorities and such amended provisions supersede any conflicting provisions in this Agreement. The governing authorities include, but are not limited to the authorities listed in Article 11.E.
- J. Waiver. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by amendment of the Agreement by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party to which the same may apply; and, until performance or satisfaction of all covenants, duties, obligations, or undertakings is complete, the party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.
- K. Third Party Benefit. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.
- L. Conflict of Interest. The County is subject to the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022 and Article 1.1 (commencing with section 14030), and implemented pursuant to California Code of Regulations, title 22, section 51466.
- M. Budget Contingency Clause.
 - 1) DHCS will seek an appropriation in the Budget Act each State fiscal year which would authorize DHCS to pay Medi-Cal providers for MCIP services. It is mutually agreed that if the State Budget Act of the current SFY or any subsequent SFYs covered under this Agreement does not appropriate any funds for MCIP, this Agreement shall be of no further force and effect. In this event, an Article 10.B termination shall be implemented and DHCS shall have no liability to pay any funds whatsoever to Medi-Cal providers for MCIP services for the County's inmates rendered through the termination date of this Agreement.
 - 2) If funding associated with MCIP for any SFY is reduced by the State Budget Act DHCS shall have the option to cancel this Agreement, with no liability occurring to the State.

N. Limitation of State Liability.

- 1) Notwithstanding any other provision of this Agreement, DHCS shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for claims providing services for MCIP, less the amounts already remitted to or recovered by DHCS for the disallowed claim.
- 2) To the extent that a federal audit disallowance and interest results from a claim or claims for which the Medi-Cal provider has received reimbursement for MCIP services under this Agreement, DHCS shall recoup from the Medi-Cal provider, upon written notice, amounts equal to the amount of the disallowance and interest in that fiscal year for the disallowed claim, less the amounts already remitted to or recovered by DHCS. All subsequent claims submitted to DHCS applicable to any previously disallowed claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.

O. Exclusions. The County shall comply with the following requirements:

- 1) The conviction of an employee or subcontractor of the County, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal beneficiary, or abuse of the Medi-Cal program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in MCIP except as a beneficiary.
- 2) Exclusion after conviction described in Article 11.O.1 shall result regardless of any subsequent order under Penal Code section 1203.4 allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.
- 3) Suspension or exclusion of an employee or a subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal program, the Medicaid program, or the Medicare program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in MCIP, except as a beneficiary.
- 4) Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from MCIP, when such license, certificate, or registration is required for the provision of services.

P. Confidentiality. The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; Code of Federal Regulations, title 42, section 431.300; Welfare and Institutions Code section 14100.2; and California Code of Regulations, title 22, section 51009; and, the Business Associates Agreement attached and hereby incorporated by reference.

Q. Data Sharing.

- 1) The County shall comply with all provisions of the current Business Associates Agreement (BAA) incorporated by reference and made part of this Agreement as Addendum B.

The persons signing this Agreement on behalf of County and DHCS, as applicable, represent and warrant that he or she is an individual duly authorized and having authority to sign on behalf of, and approve for, County or DHCS, as applicable, and is authorized and designated to enter into and approve this Agreement on behalf of County or DHCS, as applicable.

County of Solano

Signature: _____

Name: _____

Title: _____

Date: _____

**CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Contracts Section**

Signature: _____

Name: Carrie Talbot

Title: SSM I, Contracts Section

Date: _____

ADDENDUM A: MCIP Administrative Costs for State Fiscal Year 2019-20

The Medi-Cal County Inmate Program (MCIP) agreement is a one-year contract giving counties the option to participate on an annual basis. At the beginning of each calendar year, counties have the opportunity to participate in the program for the upcoming State Fiscal Year (SFY) by completing the MCIP Agreement.

The methodology for calculating each county's nonfederal share of administrative costs was developed by DHCS, in consultation with the California State Association of Counties, County Health Executives Association of California, California Association of Public Hospitals and Health Systems, and the California State Sheriffs' Association. For SFY 2019-20 the nonfederal share of administrative costs allocated to each county will be based on the following:

- 30% of the total administrative costs will be distributed evenly to participating counties over 50,000 in population. *
- 70% of the total administrative costs will be allocated to participating counties pro-rata based on population. *

**Population data will be obtained from the California Department of Finance, Demographic Estimates*

DHCS will invoice participating counties for the nonfederal share of administrative costs six months after the close of the SFY based on actual administrative costs per the methodology above, not exceeding the estimated amounts in the MCIP agreements.

Addendum B
HIPAA Business Associate Addendum

I. Recitals

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").
- B. The Department of Health Care Services ("DHCS") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.
- C. As set forth in this Agreement, Contractor, here and after, is the Business Associate of DHCS acting on DHCS' behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS and creates, receives, maintains, transmits, uses or discloses PHI and PI. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
- D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that DHCS must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act, and the Final Omnibus Rule as well as the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, and any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order.
- E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

II. Definitions

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the final Omnibus Rule.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and Final Omnibus Rule.
- D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.

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HIPAA Business Associate Addendum

- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or 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, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
- G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.
- H. Personal Information shall have the meaning given to such term in California Civil Code section 1798.29.
- I. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
- J. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act, and the HIPAA regulations.

III. Terms of Agreement

A. Permitted Uses and Disclosures of PHI by Business Associate

Permitted Uses and Disclosures. Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHCS, provided that such use or disclosure would not violate the

Addendum B
HIPAA Business Associate Addendum

HIPAA regulations, if done by DHCS. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, the HIPAA regulations, the Final Omnibus Rule and 42 CFR Part 2.

1. ***Specific Use and Disclosure Provisions.*** Except as otherwise indicated in this Addendum, Business Associate may:
 - a. ***Use and disclose for management and administration.*** Use and disclose PHI for the proper management and administration of the Business Associate provided that such disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
 - b. ***Provision of Data Aggregation Services.*** Use PHI to provide data aggregation services to DHCS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DHCS.

B. Prohibited Uses and Disclosures

1. Business Associate shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).
2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of DHCS and as permitted by 42 U.S.C. section 17935(d)(2).

C. Responsibilities of Business Associate

Business Associate agrees:

1. ***Nondisclosure.*** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
2. ***Safeguards.*** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of DHCS, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and

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HIPAA Business Associate Addendum

which incorporates the requirements of section 3, Security, below. Business Associate will provide DHCS with its current and updated policies.

3. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
 - a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;
 - b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement;
 - c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
 - d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with DHCS.

D. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

E. Business Associate's Agents and Subcontractors.

1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of DHCS, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act the HIPAA regulations, and the Final Omnibus Rule, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI and PI. Business associates are directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by its contract or required by law. A business associate also is directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. Business Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate.

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2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:
 - a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by DHCS; or
 - b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

F. Availability of Information to DHCS and Individuals. To provide access and information:

1. To provide access as DHCS may require, and in the time and manner designated by DHCS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS (or, as directed by DHCS), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for DHCS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS health plans; or those records used to make decisions about individuals on behalf of DHCS. Business Associate shall use the forms and processes developed by DHCS for this purpose and shall respond to requests for access to records transmitted by DHCS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable DHCS to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).
3. If Business Associate receives data from DHCS that was provided to DHCS by the Social Security Administration, upon request by DHCS, Business Associate shall provide DHCS with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

G. Amendment of PHI. To make any amendment(s) to PHI that DHCS directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by DHCS.

H. Internal Practices. To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS, or created or received by Business Associate on behalf of DHCS, available to DHCS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS or by the Secretary, for purposes of determining DHCS' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to DHCS and shall set forth the efforts it made to obtain the information.

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HIPAA Business Associate Addendum

I. Documentation of Disclosures. To document and make available to DHCS or (at the direction of DHCS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for DHCS as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for DHCS after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.

J. Breaches and Security Incidents. During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

1. **Notice to DHCS.** (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

Addendum B
HIPAA Business Associate Addendum

2. ***Investigation and Investigation Report.*** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. If the initial report did not include all of the requested information marked with an asterisk, then within 72 hours of the discovery, Business Associate shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:
3. ***Complete Report.*** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. If all of the required information was not included in either the initial report, or the Investigation Report, then a separate Complete Report must be submitted. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form. DHCS will review and approve or disapprove the determination of whether a breach occurred, is reportable to the appropriate entities, if individual notifications are required, and the corrective action plan.
4. ***Notification of Individuals.*** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.
5. ***Responsibility for Reporting of Breaches.*** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to Business Associate, Business Associate shall notify DHCS, and DHCS and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.
6. ***DHCS Contact Information.*** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to

Addendum B
HIPAA Business Associate Addendum

the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Fax: (916) 440-5537 Telephone: EITS Service Desk (916) 440-7000 or (800) 579-0874

K. Termination of Agreement. In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by DHCS of this Addendum, it shall take the following steps:

1. Provide an opportunity for DHCS to cure the breach or end the violation and terminate the Agreement if DHCS does not cure the breach or end the violation within the time specified by Business Associate; or
2. Immediately terminate the Agreement if DHCS has breached a material term of the Addendum and cure is not possible.

L. Due Diligence. Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.

M. Sanctions and/or Penalties. Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

IV. Obligations of DHCS

DHCS agrees to:

A. Notice of Privacy Practices. Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR section 164.520, as well as any changes to such notice. Visit the DHCS Privacy Office to view the most current Notice of Privacy Practices at: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx> or the DHCS website at www.dhcs.ca.gov (select "Privacy in the left column and "Notice of Privacy Practices" on the right side of the page).

B. Permission by Individuals for Use and Disclosure of PHI. Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

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- C. *Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. *Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS.

V. Audits, Inspection and Enforcement

- A.** From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does DHCS':
1. Failure to detect or
 2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of DHCS' enforcement rights under this Agreement and this Addendum.
- B.** If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify DHCS and provide DHCS with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

VI. Termination

- A. *Term.*** The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the contract and shall terminate when all the PHI provided by DHCS to Business Associate, or created or received by Business Associate on behalf of DHCS, is destroyed or returned to DHCS, in accordance with 45 CFR 164.504(e)(2)(ii)(I).
- B. *Termination for Cause.*** In accordance with 45 CFR section 164.504(e)(1)(ii), upon DHCS' knowledge of a material breach or violation of this Addendum by Business Associate, DHCS shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHCS; or
 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.

Addendum B

HIPAA Business Associate Addendum

- C. *Judicial or Administrative Proceedings.*** Business Associate will notify DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. DHCS may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. DHCS may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- D. *Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHCS (or created or received by Business Associate on behalf of DHCS) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions

- A. *Disclaimer.*** DHCS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS' request, Business Associate agrees to promptly enter into negotiations with DHCS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. DHCS may terminate this Agreement upon thirty (30) days written notice in the event:
1. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by DHCS pursuant to this Section; or
 2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. *Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

Addendum B
HIPAA Business Associate Addendum

- D. *No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than DHCS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. *Interpretation.*** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.
- F. *Regulatory References.*** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. *Survival.*** The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of this Agreement.
- H. *No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Addendum B
HIPAA Business Associate Addendum

Attachment A
Business Associate Data Security Requirements

I. Personnel Controls

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentiality Statement.*** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- D. *Background Check.*** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- B. *Server Security.*** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. *Removable media devices.*** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

Addendum B**HIPAA Business Associate Addendum**

- E. *Antivirus software.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. *Patch Management.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- G. *User IDs and Password Controls.*** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- H. *Data Destruction.*** When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.
- I. *System Timeout.*** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. *Warning Banners.*** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. *System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. *Access Controls.*** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

Addendum B
HIPAA Business Associate Addendum

- M. *Transmission encryption.*** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. *Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls

- A. *System Security Review.*** All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. *Log Reviews.*** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. *Change Control.*** All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls

- A. *Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. *Data Backup Plan.*** Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

V. Paper Document Controls

- A. *Supervision of Data.*** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.*** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.

Addendum B
HIPAA Business Associate Addendum

- C. Confidential Destruction.** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. Removal of Data.** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- E. Faxing.** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. Mailing.** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.



Solano County

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

Agenda Submittal

Agenda #:	20	Status:	Consent Calendar
Type:	Resolution	Department:	Sheriff's Office
File #:	19-683	Contact:	Don Ryan, 784-1616
Agenda date:	09/10/2019	Final Action:	

Title: Adopt a resolution approving participation in the Federal Emergency Management Agency funded Hazard Mitigation Grant Program for the period of June 20, 2019 through June 20, 2021 and authorizing the Sheriff or his designees, pending County Counsel concurrence, to execute any actions necessary for the purpose of obtaining federal financial assistance through this grant; Approve an Appropriation Transfer Request (ATR) of \$197,032 to recognize the unanticipated grant revenue and related appropriations to update the Solano Operational Area's Multi-Jurisdictional Local Hazard Mitigation Plan (4/5 vote required); and Authorize the Sheriff or his designees to execute any service contracts and subsequent amendments necessary to fulfill the County's responsibilities under the Hazard Mitigation Grant Program and which remain within budgeted appropriations

Governing body: Board of Supervisors

District: All

Attachments: A - Resolution, B - Mitigation Goals & Objectives Table

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

DEPARTMENTAL RECOMMENDATION:

The Sheriff recommends that the Board of Supervisors:

1. Adopt a resolution approving participation in the Federal Emergency Management Agency funded Hazard Mitigation Grant Program for the period of June 20, 2019 through June 20, 2021 and authorizing the Sheriff or his designees, pending County Counsel concurrence, to execute any actions necessary for the purpose of obtaining federal financial assistance through this grant;
2. Approve an Appropriation Transfer Request (ATR) of \$197,032 to recognize the unanticipated grant revenue and related appropriations to update the Solano Operational Area's Multi-Jurisdictional Local Hazard Mitigation Plan (4/5 vote required); and
3. Authorize the Sheriff or his designees to execute any service contracts and subsequent amendments necessary to fulfill the County's responsibilities under the Hazard Mitigation Grant Program and which remain within budgeted appropriations.

SUMMARY:

Solano Operational Area's current Multi-Jurisdictional Local Hazard Mitigation Plan (MJLHMP) was approved

by the Federal Emergency Management Agency (FEMA) on April 8, 2014. FEMA recommends updating the local plan every five years. With approval from the County Administrator, the Sheriff's Office of Emergency Services (OES) applied for a State Hazard Mitigation Grant, administered by the California Governor's Office of Emergency Services (CalOES) using federal pass-through funds under the federal FEMA Hazard Mitigation Grant Program (HMGP - CFDA#97.039). The purpose of the HMGP is to provide states with a blueprint for hazard mitigation planning to better protect the people and property of the state from the effects of future natural hazard events such as wildfires, flooding, earthquakes, landslides, severe weather storms, and drought.

On July 5, 2019, CalOES awarded Solano County a \$197,032 Hazard Mitigation Grant to update the Solano Operational Area's Plan. Hazard mitigation planning identifies hazards, determines likely impacts, sets mitigation goals, and determines/prioritizes appropriate mitigation strategies. The Solano Operational Area consists of the County and all of its cities and special districts. Cal-OES requires a Board certified resolution to be submitted with Solano County's application to finalize the acceptance process.

FINANCIAL IMPACT:

The total project cost is estimated to be \$278,307, of which the grant award is \$197,032 and the project match is \$81,275 or 29%. The grant award requires a minimum 25% match which can be satisfied by staff salaries of participating agencies involved in the process of updating the Solano Operational Area's MJLHMP. The Appropriation Transfer Request will increase appropriations by \$197,032 to update the Solano Operational Area's MJLHMP. Grant funds will be used to contract for services to conduct multiple meetings and planning sessions with all jurisdictions participating in the project and include finished product publishing, distribution and electronic dissemination of the plan. The new appropriations are entirely offset with unanticipated HMGP revenue. Therefore, Board action to accept the grant award will not impact the County General Fund.

The cost associated with preparing the agenda item is nominal and absorbed by the department's FY2019/20 Adopted Budget. Project expenditures may be reimbursed as they are incurred or reimbursed on a quarterly basis and will not significantly impact the County's cash flow.

DISCUSSION:

The 2012 Solano Operational Area's MJLHMP was prepared pursuant to the requirements of the Disaster Mitigation Act of 2000 (Public Law 106-390) and the implementing regulations set forth by the Interim Final Rule published in the Federal register on February 26, 2002 (44 CFR section 201.6) and finalized on October 31, 2007. While the act emphasized the need for mitigation plans and more coordinated mitigation planning and implementation efforts, the regulations established the requirements that local hazard mitigation plans must meet in order for a local jurisdiction to be eligible for certain federal disaster assistance and hazard mitigation funding under the Robert T. Stafford Disaster Relief and Emergency Act (Public Law 93-288).

Hazard mitigation plans should be reviewed and updated every five years. In 2017, the County OES applied for a State Hazard Mitigation Grant to update the plan. Cal-OES delayed grant awards until July 2019 due to its workload associated with the wildfires in 2018. The updated MJLHMP will involve a comprehensive review and update of each section of the 2012 plan and include an assessment of the success of the participating communities in evaluating, monitoring, and implementing the mitigation strategy outlined in the 2012 plan. The updated plan will be reorganized and only carry forward information and data from the 2012 plan that has been validated.

The process to update the MJLHMP will include selecting a consultant; develop planning team; perform a risk assessment to include identifying and mapping potential hazards and a vulnerability assessment; develop a mitigation strategy to include mitigation actions; prepare the draft plan; allow for public review of the draft plan; Cal-OES to review and comment on draft plan; revise plan and obtain plan adoption. New information and

analysis in the plan update will include the following:

- A new assessment of hazards.
- Improved alignment with the State Hazard Mitigation Plan.
- Drought hazard expansion to include water shortage impact.
- Rework of hazard risk assessments, hazard profiles, and vulnerability assessments.
- Update the 100-year and 500-year flood analysis to include the Best Available Maps compiled by the State.
- Update critical facility definition and GIS mapping efforts to identify critical facilities within the Solano Operational Area.
- Incorporation of new census data.
- Analysis of each jurisdiction's ongoing and continued compliance with National Flood Insurance program and where applicable the Community Rating System program.

OES staff members have participated in Napa County's recent multi-jurisdictional plan update and will model Solano's approach on their successful project. All cities and special districts within the County, as well as representatives from neighboring counties, will be invited to participate in plan development to complete a comprehensive plan suitable for state and federal approval. The mitigation goals and objectives defined by County OES are enumerated in Attachment B. Cal-OES is the approval authority for the FEMA Hazard Mitigation Grant Program in the state.

The flood and hazard information outlined in the updated MJLHMP will be used to help guide and coordinate mitigation activities and decisions for County land use policy in the future. Proactive mitigation planning will help reduce the cost of disaster response and recovery to the communities and their residents by protecting critical community facilities, reducing liability exposure, and minimizing overall community impacts and disruptions.

ALTERNATIVES:

The Board of Supervisors could choose not to authorize participation in the grant program; however, this alternative is not recommended as non-participation may adversely affect the Solano Operational Area's preparedness for future natural hazard events. Additionally, this alternative is not fiscally prudent as it may affect Solano County from receiving future grant funds as many federal grant programs require a recent approved hazard mitigation plan. Moreover, without grant funds, the Sheriff's Office does not have sufficient appropriation to update the plan.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2019 - ____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
DESIGNATING THE AGENTS AUTHORIZED TO EXECUTE ANY ACTIONS
NECESSARY TO OBTAIN STATE AND FEDERAL FINANCIAL ASSISTANCE
DUE TO DISASTER CONDITIONS**

Resolved, by the Solano County Board of Supervisors that the Sheriff, Undersheriff, Director of Administrative Services, or Emergency Services Manager is hereby authorized to execute for and on behalf of the County of Solano, a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain Federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or State financial assistance under the California Disaster Assistance Act.

Resolved, that the County of Solano, a public entity established under the laws of the State of California, hereby authorizes its agents to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Resolved, this is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on September 10, 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

Hazard Mitigation Grant Program Mitigation Goals and Objectives

Goal	Mitigation Goal	Mitigation Objective
1	Evaluate Critical Health Facilities for future mitigation projects	Protect and maintain continuity of operations
2	GIS Database/Mapping	Enhance the use of shared resources.
3	Annual Defensible Space Inspection Program in the Unincorporated County	Minimize economic and resource impact
4	Hospital Disaster Preparedness Plans	Protect and maintain continuity of operations
5	Evacuation and Emergency Planning for Solano County Communities	Minimize economic and resource impact
6	Enhance use of CA DWR Flood Awareness Maps for Solano County Communities	Minimize economic and resource impact
7	Critical Facilities Structural Hazard Mitigation Program Maintenance	Update and maintain list of critical facilities: essential services, at-risk populations, hazardous materials facilities; Protect evacuation routes.
8	Code Compliance with Public Resources Code (PRC) 4291 California's Wildland-Urban Interface Code	Minimize economic and resource impact
9	Community Awareness & Warning System	Enhance public outreach, education and preparedness program to include all hazards of concern; Increase public knowledge about the risk and vulnerability to identified hazards and recommended responses to disaster events.
10	Annual Notification of Flood Risk	Minimize economic and resource impact



Solano County

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

Agenda Submittal

Agenda #:	21	Status:	Consent Calendar
Type:	Contract	Department:	Sheriff's Office
File #:	19-695	Contact:	Angelica Russell, 748-7064
Agenda date:	09/10/2019	Final Action:	

Title: Approve a Grant Property Transfer Agreement with the City and County of San Francisco's Department of Emergency Management to accept the transfer of radiological detection equipment, with an original cost of \$42,535 previously purchased with Department of Homeland Security Urban Areas Security Initiative funds by the Bay Area Urban Areas Security Initiative Group; Authorize Solano County's Emergency Services Manager to execute the Agreement; and Approve Appropriations Transfer Requests (ATRs) totaling \$39,497 to increase appropriations to record the equipment transfer based on fair market value of the equipment and recognize unanticipated donated revenue (4/5 vote required)

Governing body: Board of Supervisors

District: All

Attachments: A - BAUASI Property Transfer Agreement

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

DEPARTMENTAL RECOMMENDATION:

The Sheriff recommends that the Board of Supervisors:

1. Approve a Grant Property Transfer Agreement with the City and County of San Francisco's Department of Emergency Management to accept the transfer of radiological detection equipment with an original cost of \$42,535 previously purchased with Department of Homeland Security Urban Areas Security Initiative funds by the Bay Area Urban Areas Security Initiative Group;
2. Authorize Solano County's Emergency Services Manager to execute the Agreement; and
3. Approve Appropriations Transfer Requests (ATRs) totaling \$39,497 to increase appropriations to record the equipment transfer based on fair market value of the equipment and recognize unanticipated donated revenue (4/5 vote required).

SUMMARY/DISCUSSION:

The City and County of San Francisco (San Francisco), as the fiscal agency overseeing the Bay Area Urban Areas Security Initiative Group administering the San Francisco, San Jose and Oakland Urban Area Security Initiative (UASI) has offered Solano County seven pieces of radiological detection equipment for use in the Solano Operational Area. The Grant Property Transfer Agreement includes two radioisotope identification

devices (a.k.a. radiological source identifiers) and five personal handheld radiation detectors. The equipment was originally purchased for a training exercise on Mare Island in 2018.

The Solano Operational Area is an active partner in the Bay Area UASI's Preventative Radiological and Nuclear Detection Program (PRNDP). The Sheriff's Office Marine Patrol vessels and the Solano County's Office of Emergency Services (OES) vessel have radiation detection equipment already installed and support the PRNDP. Once the equipment is received, OES will distribute two personal handheld radiation detectors to the Sheriff's Office Marine Patrol Team and two radioisotope identification devices and three personal handheld radiation detectors to the Solano County Interagency Hazardous Materials Team (HazMat) to increase detection capability and replace some existing equipment with newer technology devices.

OES, the local cities and agencies are in support of the PRNDP. The equipment distributed to HazMat will be physically located at the City of Fairfield Fire Department.

FINANCIAL IMPACT:

After consultation with Purchasing and the Auditor-Controller's Office, the equipment transfer will be treated as donated equipment, and, in accordance with generally accepted accounting principles, the equipment will be recorded at fair market value at the time of transfer. The Sheriff's FY2019/20 Working Budget does not include sufficient appropriation; therefore, an Appropriations Transfer Request is necessary to record the donated equipment. Board action will not impact the County General Fund.

Under the Agreement, the Sheriff's Office is responsible for the maintenance and repair of the grant equipment and damages to the equipment which occur while the property is in the possession of Solano County. The equipment distributed to the Hazardous Materials Team (i.e., 2 radioisotope identification devices and 3 personal portable radiation detectors) will be maintained under a maintenance contract funded by the inter-agency HazMat Fund. The remaining equipment will be distributed to the Sheriff's Marine Patrol Team (i.e., 2 personal portable radiation detectors) and the maintenance costs will be absorbed within the Sheriff's Operating Budget. The Sheriff's Office will perform periodic physical inventories of grant equipment concurrently with the County's annual equipment inventory.

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

ALTERNATIVES:

The Board can choose not to accept the equipment; however, this alternative is not recommended as non-acceptance may negatively impact the County's capability to effectively identify and respond to emergencies and disasters.

OTHER AGENCY INVOLVEMENT:

The City and County of San Francisco prepared the Grant Property Transfer Agreement. The Agreement has been reviewed by County Counsel, Purchasing and the Auditor-Controller's Office.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



City and County of San Francisco
Department of Emergency Management
Bay Area Urban Areas Security Initiative
711 Van Ness Avenue, Suite # 420
San Francisco, CA 94102
TEL: (415) 353-5223 FAX: (415) 353-5247

GRANT PROPERTY TRANSFER AGREEMENT

Subrecipient: <u>Solano County</u>	PO # <u>0000304075</u>
Dept: <u>Sheriff's Office / Office of Emergency Services</u>	Date: <u>7/16/19</u>
Name: <u>Don Ryan</u>	Funding Source: <u>FY 2017 & FY 2018 UASI</u>
Address: <u>530 Clay Street</u>	
City: <u>Fairfield</u> State: <u>CA</u> Zip Code: <u>94533</u>	
Telephone: <u>707-784-1600</u>	

By executing this document, the parties agree to transfer ownership of the grant property listed below from the Bay Area UASI to SOLANO COUNTY, subject to the terms and conditions set forth below.

Qty	Description	AEL #	Total Cost
5	Mini-Rad D's (S/N's 811584, 811593,811603, 811667, 811729)	07RD-02-PRDA	\$ 6,110.62
1	IdentiFINDER R200-GN (S/N 421510400044)	07RD-02-RIID	\$ 5,188.30
1	dentiFINDER R440-GN (S/N 421355900079)	07RD-02-RIID	\$31,236.42
		TOTAL	\$42,535.34

Physical Equipment Location:	<u>Fairfield Fire Department, 1200 Kentucky Street, Fairfield, CA 94533</u>
Contact Person:	<u>Robb Herrick</u>
Telephone Number:	<u>707-333-8953</u>
Email Address:	<u>rherrick@fairfield.ca.us.gov</u>

SOLANO COUNTY agrees that it will abide by all local, state, and federal regulations included in and associated with the grant program utilized to purchase the above listed items. SOLANO COUNTY also agrees that it will abide by the policies and procedures contained in the Bay Area Preventive Radiological/Nuclear Detection Policies and Procedures Manual. In accordance with the Uniform Guidance 2 CFR 200, SOLANO COUNTY will maintain an accurate inventory and provide a copy of such inventory each year when requested to the Bay Area UASI. SOLANO COUNTY further agrees to report as soon as possible the loss, destruction or disposal of any items listed and to be responsible for any maintenance and repair of all items. All items purchased under these grants must be available for mutual aid deployment. SOLANO COUNTY will reimburse Bay Area UASI for all costs assessed against Bay Area UASI by state for damages to the property which occur while the property is in possession of the SOLANO COUNTY. I am authorized to execute this agreement on behalf of:

SOLANO COUNTY

UASI

Signature: _____
Printed Name: Don Ryan
Title: OES Manager
Date: _____

Signature: _____
Printed Name: Tristan Levardo
Title: Chief Financial Officer
Date: _____



Solano County

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

Agenda Submittal

Agenda #:	22	Status:	Consent Calendar
Type:	Resolution	Department:	Resource Management
File #:	19-680	Contact:	Bill Emlen, 784-6062
Agenda date:	09/10/2019	Final Action:	
Title:	Adopt a resolution accepting the dedication of 0.11 acres of right of way easement for public roadway and public utility purposes on Poplar Road for Minor Subdivision MS-18-03 (Schroeter)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Map, B - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board adopt a resolution accepting the dedication of 0.11 acres of right of way easement for public roadway and public utility purposes on Poplar Road for Minor Subdivision MS-18-03 (Schroeter).

SUMMARY/DISCUSSION:

Minor Subdivision MS-18-03 creates two parcels (5.0 acres each). The parcels front on Poplar Road, east of the City of Vacaville, in unincorporated Solano County (Attachment A - Map).

Minor Subdivision MS-18-03 was approved by the Zoning Administrator on February 7, 2019. The conditions of approval for Minor Subdivision MS-18-03 require the developer to dedicate for road purposes a 10-foot wide right of way easement for public roadway and public utility purposes on Poplar Road, along the southerly frontage of the property. This dedication of 0.11 acres of additional right-of-way is in accordance with Chapter 26 of the Solano County Code. Adoption of the resolution (Attachment B - Resolution) will result in the dedication being recorded with the filing of the Parcel Map.

FINANCIAL IMPACT:

The Road Fund pays the cost of maintaining Poplar Road. There is no impact to the General Fund. This additional road dedication does not increase total road miles maintained but increases available land for road width to meet Board adopted County Road Standards. 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 may choose not to accept the offer of dedication, and instead purchase the property in the future if needed for road purposes. This is not recommended, since dedications for road purposes are a requirement of County policies contained in Chapter 26 of the Solano County Code that are intended to mitigate the impact of new development on the County road system, and this dedication is a requirement of the subdivision.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this item as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

OWNERS' STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT HE IS THE ONLY PERSON HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY EMBRACED WITHIN THE DISTINCTIVE BORDER UPON SHEET 2 OF 2 SHEETS OF THIS MAP, THIS STATEMENT BEING ON SHEET 1 OF 2 SHEETS OF SAID MAP; THAT HE CONSENTS TO THE PREPARATION AND FILING OF SAID MAP, THAT SAID MAP PARTICULARLY SETS FORTH THE DIMENSIONS OF ALL THE PARCELS INTENDED FOR SALE; AND THAT EACH PARCEL IS DESIGNATED THEREON BY A NUMBER.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

1) A 10' WIDE ROAD EASEMENT (POPLAR ROAD), FOR THE CONSTRUCTION, MAINTENANCE, USE AND OPERATION OF SANITARY SEWERS, STORM DRAINS, WATER PIPELINES, GAS AND ELECTRICITY TRANSMISSION LINES, TELEPHONE LINES, TELECOMMUNICATION LINES, CABLE TELEVISION LINES AND ALL THE NECESSARY APPURTENANCES THERETO, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FROM SAID EASEMENT.

IN WITNESS THEREOF, THE UNDERSIGNED HAS CAUSED HIS NAME TO BE SUBSCRIBED THIS _____ DAY OF _____, 20____.

TED R. SCHROETER (OWNER)

RODICA SCHROETER (OWNER)

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF California] S.S.

COUNTY OF Solano]

ON 6-21-19 BEFORE ME, Kelly Guglielmo NOTARY PUBLIC, PERSONALLY APPEARED, Ted R. Schroeter WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE: _____

NOTARY NAME: Kelly Guglielmo

COMMISSION EXPIRES: 4-16-22

NOTARY REGISTRATION NUMBER: 2235290

COUNTY OF PRINCIPAL PLACE OF BUSINESS: Solano

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF California] S.S.

COUNTY OF Solano]

ON 6-21-19 BEFORE ME, Kelly Guglielmo NOTARY PUBLIC, PERSONALLY APPEARED, Rodica Schroeter WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE: _____

NOTARY NAME: Kelly Guglielmo

COMMISSION EXPIRES: 4-16-22

NOTARY REGISTRATION NUMBER: 2235290

COUNTY OF PRINCIPAL PLACE OF BUSINESS: Solano

COUNTY TAX COLLECTOR'S STATEMENT

I, CHARLES LOMELI, COUNTY TAX COLLECTOR OF SOLANO COUNTY, CALIFORNIA, DO HEREBY STATE THAT ACCORDING TO THE RECORDS OF THIS OFFICE, THERE ARE NO LIENS AGAINST THIS SUBDIVISION OR ANY PART THEREOF, FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE.

I ALSO STATE THAT A GOOD AND SUFFICIENT BOND TO THE BENEFIT OF SOLANO COUNTY HAS BEEN FILED WITH THIS OFFICE IN THE SUM OF \$_____, WHICH IS THE AMOUNT ESTIMATED BY THE ASSESSOR OF SOLANO COUNTY AS BEING A LIEN, BUT NOT YET PAYABLE FOR TAXES AND SPECIAL ASSESSMENTS AGAINST THE LAND CONSTITUTING THIS SUBDIVISION, AND THAT ALL CERTIFICATES REQUIRED UNDER THE PROVISIONS OF SECTION 66492 AND 66493 OF THE GOVERNMENT CODE HAVE BEEN FILED. THIS CERTIFICATE VOID AFTER _____ FILE NO. _____

DATE: _____

CHARLES LOMELI
COUNTY TAX COLLECTOR OF
SOLANO COUNTY, CALIFORNIA

BOARD OF SUPERVISOR STATEMENT

I, _____, CLERK OF THE BOARD OF SUPERVISORS OF SOLANO COUNTY, DO HEREBY STATE THAT SAID BOARD OF SUPERVISORS DID ON THE _____ DAY OF _____, 2019, APPROVED SAID PARCEL MAP AND ACCEPT/ACCEPT SUBJECT TO IMPROVEMENT/REJECT AS THE RIGHT-OF-WAY EASEMENT ON SAID MAP AS DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

DATE: _____

CLERK OF THE BOARD OF SUPERVISORS OF
SOLANO COUNTY, STATE OF CALIFORNIA

RESOURCE MANAGEMENT STATEMENT

THIS MAP HAS BEEN EXAMINED THIS _____ DAY OF _____, 20____, AND COMFORMS TO THE TENTATIVE PARCEL MAP REVIEWED AND APPROVED OR CONDITIONALLY APPROVED BY THE BOARD OF SUPERVISORS ON FEBRUARY 7, 2019 AS MS-18-03.

BILL EMLEN
DIRECTOR RESOURCE MANAGEMENT
COUNTY OF SOLANO, CALIFORNIA

SOLANO IRRIGATION DISTRICT'S STATEMENT

THE SOLANO IRRIGATION DISTRICT HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP. THIS CERTIFICATE DOES NOT, UNLESS OTHERWISE INDICATED IN WRITING, CONSTITUTE A STIPULATION OR AGREEMENT AS TO AN AGREED BOUNDARY, AS TO THE CORRECTNESS OF THE SURVEY DATA INVOLVED ON THIS MAP, OR PERMISSION TO OCCUPY OR UTILIZE ANY INTEREST IN REAL PROPERTY POSSESSED BY THE DISTRICT. SEPARATE WRITTEN AGREEMENT MUST BE ENTERED INTO IN REGARD TO USE OF SUCH INTEREST IN REAL PROPERTY.

CARY KEATEN, GENERAL MANAGER OR DATE
PAUL FUCHSLIN, DIRECTOR OF ENGINEERING, RCE 66517

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES AT THE REQUEST OF TED R. SCHROETER IN FEBRUARY 2019. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 2020, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE: 6-21-19

Thomas A. Phillippi
THOMAS A. PHILLIPPI, RCE 32067



COUNTY SURVEYOR'S STATEMENT

I, DANIELLE L. GOSHERT, ACTING COUNTY SURVEYOR OF THE COUNTY OF SOLANO, STATE OF CALIFORNIA DO HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP, THAT SAID PARCEL MAP IS IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED TENTATIVE PARCEL MAP AND ANY APPROVED ALTERATIONS THEREOF; AND THAT THE PROVISIONS OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF SAID TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

DATE: _____

DANIELLE L. GOSHERT PLS 8491
ACTING COUNTY SURVEYOR

ASSESSOR'S/RECORDER'S STATEMENT

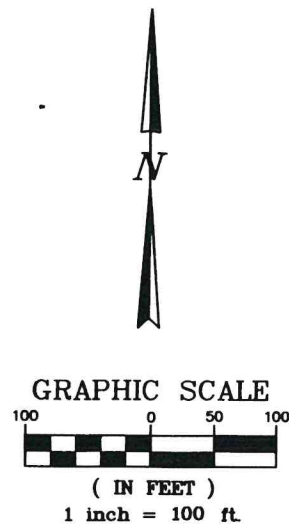
FILED THIS _____ DAY OF _____, 20____ AT _____ M. IN BOOK OF PARCEL MAPS AT PAGE _____ AT THE REQUEST OF PLACER TITLE COMPANY.

MARC C. TONNESEN
COUNTY ASSESSOR/RECORDER
SOLANO COUNTY, CALIFORNIA

BY: _____
DEPUTY

PARCEL MAP
OF
SCHROETER
POR NW1/4, SEC 12, T.6N., R.1W., MDBM
SOLANO COUNTY RECORDS
UNINCORPORATED AREA
SOLANO COUNTY, CALIFORNIA
JUNE 2019





**SOLANO COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT
(1506 OR 606)**

**LANDERCASPER
(201800062738)
(PARCEL B)
(30 RS 99)**

**SCHROETER
(DOC.#201000017087)**

**PARCEL 1
4.83± ACRES NET
5.00± ACRES GROSS**

**PARCEL 2
4.83± ACRES NET
5.00± ACRES GROSS**

**STANLEY
(201300033601)
(REMAINDER)
(14 RS 90)**

**TURNER
(201500051298)
(PARCEL 1)
(14 RS 90)**

**POPLAR ROAD
(COUNTY ROAD NO. 3400)**

**WALNUT ROAD
(COUNTY RD. NO. 3420)**

FD SPIKE, NOT OF RECORD
NO PUNCH, NO STAMP
ACCEPTED AS 60d NAIL [1][2]

DECLARATION OF THE CONDITIONS OF APPROVAL FOR MS-18-03:

STATED IN MS-18-03:
(RESOLUTION NO. 19-01)

- NO. 5. PRIOR TO THE CONSTRUCTION OF ANY ACCESS CONNECTIONS, PRIVATE ROADS, BUILDING PADS, OR ISSUANCE OF A BUILDING PERMIT FOR EITHER OF THE PARCELS, THE OWNER OF SAID PARCEL SHALL APPLY FOR, SECURE AND ABIDE BY THE CONDITIONS OF A GRADING PERMIT FOR ALL ONSITE GRADING RELATED TO THE SUBDIVISION. THE OWNER SHALL SUBMIT GRADING PLANS FOR THE PROPOSED IMPROVEMENTS TO PUBLIC WORKS ENGINEERING. GRADING PLANS SHALL BE PREPARED BY A LICENSED CIVIL ENGINEER. THE PLANS SHALL BE REVIEWED AND APPROVED BY THE APPROPRIATE OFFICIAL FROM PUBLIC WORKS ENGINEERING.
- NO. 6. AN ALTERNATIVE TYPE ONSITE WASTEWATER TREATMENT SYSTEM IS REQUIRED, BASED ON THE SITE AND SOIL FINDINGS TO DATE. THE ALTERNATIVE TYPE ONSITE WASTEWATER TREATMENT SYSTEM SHALL BE OPERATED, MONITORED AND MAINTAINED IN ACCORDANCE WITH THE SOLANO COUNTY CODE, CHAPTER 6.4 SEWAGE DISPOSAL STANDARDS.

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED UPON THE RECORD OF SURVEY MAP, FILED IN BOOK 30 OF SURVEYS, AT PAGE 99, SOLANO COUNTY RECORDS.

LEGEND

- NEW PARCEL LINE
- - - EXISTING PARCEL LINE
- - - EXISTING LINE OF ADJOINING PARCELS
- - - EXISTING CENTERLINE
- - - EXISTING EASEMENT LINE
- ⊙ FOUND SURVEY MONUMENT AS NOTED
- SET 5/8" x 24" REBAR W/PLASTIC CAP STAMPED "R.C.E. 32067"
- SURVEY MONUMENT NOT FOUND
- [1] RECORD INFORMATION PER 30 RS 99
- [2] RECORD INFORMATION PER 14 RS 90
- [3] RECORD INFORMATION PER 7 M 3
- FD FOUND
- IP IRON PIPE
- M SUBDIVISION MAP
- MON MONUMENT
- OR OFFICIAL RECORD
- PUE PUBLIC UTILITY EASEMENT
- RS RECORD OF SURVEY
- SFNF SEARCHED FOR, NOT FOUND
- (T) TOTAL

**PARCEL MAP
OF
SCHROETER**
POR NW1/4, SEC 12, T.6N., R.1W., MDBM
SOLANO COUNTY RECORDS
UNINCORPORATED AREA
SOLANO COUNTY, CALIFORNIA
JUNE 2019

PEI PHILIP ENGINEERING
CIVIL ENGINEERING - LAND SURVEYING
425 MERCHANT STREET VACAVILLE, CA 95688
P.O. BOX 5555 VACAVILLE, CA 95688
OFFICE (707) 451-8555 FAX (707) 451-8555

RESOLUTION NO. 2019 - ____

**RESOLUTION ACCEPTING THE DEDICATION OF 0.11 ACRES OF RIGHT OF WAY
EASEMENT FOR PUBLIC ROADWAY AND PUBLIC UTILITY PURPOSES ON
POPLAR ROAD FOR MINOR SUBDIVISION MS-18-03 (SCHROETER)**

Whereas, as a condition of approval of Minor Subdivision MS-18-03 the Developer (Schroeter) was required to dedicate right of way on Poplar Road (Co. Rd. No. 3400); and

Whereas, the Developer will record the Parcel Map with an offer of dedication to the County of Solano for additional right of way along the north side of Poplar Road.

Resolved, the Solano County Board of Supervisors, in accordance with Chapter 26 of the Solano County Code, accepts the dedication of property for public roadway and public utility purposes along Poplar Road for Minor Subdivision MS-18-03.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on September 10, 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 #: 23 **Status:** Regular Calendar
Type: Miscellaneous **Department:** East Vallejo Fire Protection District
File #: 19-678 **Contact:** Magen Yambao, 784-1969
Agenda date: 09/10/2019 **Final Action:**
Title: Conduct Quarterly Meeting of the East Vallejo Fire Protection District Board of Directors
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:

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

SUMMARY/DISCUSSION:

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

FINANCIAL IMPACT:

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

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

DISCUSSION:

Agreement for Contractual Services EVFPD and City of Vallejo

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

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

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

No other agency was involved.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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

Agenda Submittal

Agenda #:	24	Status:	Regular Calendar
Type:	Contract	Department:	General Services
File #:	19-691	Contact:	Megan Greve, 784-7900
Agenda date:	09/10/2019	Final Action:	
Title:	Consider approving a Program Development Agreement with ENGIE Services U.S. (ENGIE) for integrated energy assessment services and identification of potential energy conservation and generation measures at Solano County facilities; Consider approving an Appropriations Transfer Request (ATR) of \$85,000 to move existing appropriations within the Accumulated Capital Outlay Fund previously funded by General Fund Capital Renewal Reserve to Project Budget; and Consider authorizing the County Administrator, or designee, to execute the agreement and any amendments within the approved budget		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contract, B - Presentation		

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

DEPARTMENTAL RECOMMENDATION:

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

1. Consider approving a Program Development Agreement (PDA) with ENGIE Services U.S. (ENGIE) for integrated energy assessment services and identification of potential energy conservation and generation measures at Solano County facilities;
2. Consider approving an Appropriations Transfer Request (ATR) of \$85,000 to move existing appropriations within the Accumulated Capital Outlay Fund previously funded by General Fund Capital Renewal Reserve to Project Budget; and
3. Consider authorizing the County Administrator, or designee, to execute the agreement and any amendments within the approved budget.

SUMMARY:

Based on stated objectives in the Solano County Climate Action Plan and the General Plan, the County is actively pursuing the possible installation of photovoltaic (solar) systems and other energy saving initiatives at county facilities. These initiatives are aimed at reducing the County's dependency on energy from traditional sources as well as identifying potential energy saving technologies to reduce utility costs.

The Department of General Services is recommending the Board of Supervisors approve a Program

Development Agreement with ENGIE to conduct an in-depth assessment of our current facilities, review of future master plans, and identify potential energy conservation projects including energy cost savings. The project development timeline is for the period of September 2019 through February 2020 at which time a project could be identified.

If projects are determined to be beneficial, staff will be returning to the Board for approval of one or more projects. If no savings or conservation projects can be developed, there will be no charge for the assessment service.

FINANCIAL IMPACT:

The estimated cost of the assessment will not exceed \$85,000. If ENGIE and the County execute a subsequent Energy Services Contract within ninety (90) calendar days after the County's receipt of the recommendations, the assessment fee will be incorporated into the total contract amount payable under the Energy Services Contract. If ENGIE doesn't find cost effective measures, no fee will be due. Funding for this project was included in the County's current year budget and the ATR moves appropriations within the Accumulated Capital Outlay Fund (BU 1701) previously funded by General Fund Capital Renewal Reserve to the newly established project budget (BU1669).

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

DISCUSSION:

The County has negotiated a PDA with ENGIE Services U.S. (ENGIE) for the purpose of identifying energy conservation and generation measures. ENGIE will perform an integrated energy assessment of the County's facilities to identify potential energy conservation measures. ENGIE will deliver recommendations and identify energy improvements and operational changes that can be installed or implemented at County facilities and properties. The primary purposes of the assessment and the recommendations are to identify energy improvements and operational changes that are recommended to be installed or implemented at the facilities and to provide an engineering and economic basis for the implementation of the energy conservation and generation measures identified in the recommendations.

The three goals of this assessment are to identify:

1. Energy measures including energy conservation equipment (such as interior and exterior lighting systems) and techniques that could be implemented where they are determined to be cost effective and in the best interest of conservation;
2. Resiliency measures to overcome disruptions to PG&E service; and,
3. Where the County may be able to install solar arrays, (parking shade structures, rooftop, or ground-mount) or other alternative generation at certain facilities or as standalone systems, to reduce the dependency on traditional power from PG&E.

Under the proposed PDA, if ENGIE's assessment concludes that the cost of the energy conservation measures will be less than amounts the County would otherwise spend on energy, the County and ENGIE intend to negotiate an energy services contract under Government Code section 4217.12, providing for, among other things, engineering, procurement, installation, construction, and training services in connection with the implementation of the energy conservation measures identified during the assessment and described in the recommendations. County staff would return to the Board of Supervisors for consideration and approval

of the energy services contract. If a contract is executed within ninety (90) calendar days after the County's receipt of the recommendations, the \$85,000 cost of the assessment will be rolled into the project cost. If ENGIE doesn't find cost effective measures, no fee will be due.

ALTERNATIVES:

The Board could choose not to approve the agreement and continue to rely solely on traditional utility sources for the procurement of electricity. This action is not recommended as the County would miss an opportunity to identify potential energy savings and reduce utility costs.

OTHER AGENCY INVOLVEMENT:

General Services Facilities staff have supplied all preliminary information and provided access to equipment to determine if a feasibility study would be beneficial. County Counsel has reviewed the PDA.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



ENGIE Services Project #: _____
ENGIE Services Contract # R 3402

PROGRAM DEVELOPMENT AGREEMENT

This PROGRAM DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of September 10, 2019, between ENGIE Services U.S. Inc. ("ENGIE Services U.S."), having its principal offices at 500 Twelfth Street, Suite 300, Oakland, CA 94607, and County of Solano, with offices located at 675 W. Texas St, Suite 6500, Fairfield, CA 94533 ("County of Solano" and together with ENGIE Services U.S. the "Parties" and each of County of Solano and ENGIE Services U.S. a "Party").

WHEREAS, ENGIE Services U.S. is an energy services and solutions company with the technical and management capabilities and experience to perform an integrated energy assessment (an "Assessment") and to identify supply-side and/or demand-side energy conservation measures ("ECMs");

WHEREAS, County of Solano desires to enter into an agreement to have ENGIE Services U.S. perform an Assessment in accordance with the scope of work set forth in Attachment A (the "Scope of Work") for the sites listed on Part I of Attachment B (the "Sites"), and to deliver recommendations, described in the Scope of Work, identifying energy improvements and operational changes to be installed or implemented at the Sites (the "Recommendations"); and

WHEREAS, the primary purpose of the Assessment and the Recommendations is to provide an engineering and economic basis for the implementation of the ECMs identified in the Recommendations, in furtherance of which the Parties intend to negotiate and execute a contract providing for, among other things, engineering, procurement, installation, construction and training services (an "Energy Services Contract");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. ASSESSMENT AND RECOMMENDATIONS

ENGIE Services U.S. agrees to complete the Assessment and to present Recommendations to County of Solano within One Hundred Twenty (120) calendar days after the date on which ENGIE Services U.S. receives the information listed in Part I of Attachment A (the "Required Information"). County of Solano agrees to deliver the Required Information to ENGIE Services U.S. no later than Thirty (30) calendar days after the date hereof.

County of Solano agrees to assist ENGIE Services U.S. in performing the Assessment by (i) providing ENGIE Services U.S. with access to key decision makers and stakeholders of County of Solano, (ii) providing ENGIE Services U.S. its employees and agents, such access to the Sites and other relevant facilities of County of Solano as ENGIE Services U.S. deems necessary and (iii) providing, or causing County of Solano's energy suppliers to provide, complete and accurate data concerning energy usage and costs related to the Sites and other relevant facilities. ENGIE Services U.S. will be entitled to rely upon the accuracy and completeness of all information provided to ENGIE Services U.S. by County of Solano and County of Solano's energy suppliers. ENGIE Services U.S. will promptly provide written notice to County of Solano if ENGIE Services U.S. determines there is any incorrect data included in the information provided by County of Solano or County of Solano's energy suppliers, but ENGIE Services U.S. will have no obligation to correct or confirm any such information unless otherwise specified in the Scope of Work. Any change(s) in the Scope of Work will be set forth in a writing executed by the Parties.

2. COMPENSATION TO ENGIE SERVICES U.S.

County of Solano will compensate ENGIE Services U.S. for the Assessment and the Recommendations by payment to ENGIE Services U.S. of a fee (the "Assessment Fee") in the amount of Eighty-Five Thousand Dollars (\$85,000.00).

The Assessment Fee will be due and payable thirty (30) calendar days after ENGIE Services U.S.'s submission of the Recommendations; *provided* that if on such thirtieth (30th) calendar day ENGIE Services U.S. and County of Solano are negotiating an Energy Services Contract in good faith, the Assessment Fee will be due ninety (90) calendar days after ENGIE Services U.S.'s submission of the Recommendations; *provided further*, that if ENGIE Services U.S. and County of Solano execute an Energy Services Contract within ninety (90) calendar days after ENGIE Services U.S.'s submission of the Recommendations, the Assessment Fee, and other fees, costs, expenses,

disbursements and overhead of ENGIE Services U.S. incurred during the Assessment, will be incorporated into the total contract amount payable under such Energy Services Contract.

Each of County of Solano and ENGIE Services U.S. reserves the right to terminate this Agreement at any time during the course of the Assessment, by delivery of written notice to the other. If this Agreement is terminated by County of Solano for reasons other than a default by ENGIE Services U.S., the Assessment Fee will be payable by County of Solano to ENGIE Services U.S. within thirty (30) calendar days of termination. If this Agreement is terminated by ENGIE Services U.S., County of Solano will have no obligation to pay any portion of the Assessment Fee to ENGIE Services U.S. If ENGIE Services U.S. determines that the projected savings from implementation of the ECMs identified during the Assessment cannot result in a paid-from-savings project which complies with California Government Code Sections 4217.10 through 4217.18, the Assessment and this Agreement will be terminated by ENGIE Services U.S.

3. INSURANCE

ENGIE Services U.S. will maintain, or cause to be maintained, for the duration of this Agreement, the insurance coverage outlined in (A) through (F) below, and all such other insurance as required by applicable law. Evidence of coverage will be provided to County of Solano via an insurance certificate.

- A. Workers' Compensation/Employers Liability for states in which ENGIE Services U.S. is not a qualified self-insured. Limits as follows:

- * Workers' Compensation: Statutory
- * Employers Liability: Bodily Injury by accident \$1,000,000 each accident
Bodily Injury by disease \$1,000,000 each employee
Bodily Injury by disease \$1,000,000 policy limit

- B. Commercial General Liability insurance with limits of:

- * \$2,000,000 each occurrence for Bodily Injury and Property Damage
- * \$4,000,000 General Aggregate - other than Products/Completed Operations
- * \$2,000,000 Products/Completed Operations Aggregate
- * \$2,000,000 Personal & Advertising Injury
- * \$ 100,000 Damage to premises rented to ENGIE Services U.S.

Coverage to be written on an occurrence form. Coverage to be at least as broad as ISO form CG 0001 (04/13) or its equivalent forms, without endorsements that limit the policy terms with respect to:
(1) provisions for severability of interest or (2) explosion, collapse, underground hazard.

- C. Auto Liability insurance for owned, hired and non-owned vehicles with limits of \$1,000,000 per accident. Coverage to be written on an occurrence form.

- D. Professional Liability insurance with limits of:

- * \$1,000,000 per occurrence
- * \$1,000,000 aggregate

Coverage to be written on a claims-made form.

- E. Umbrella/Excess Liability Insurance. Limits as follows:

- * \$1,000,000 each occurrence
- * \$1,000,000 aggregate

Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability and Professional Liability written on a claims made form. Coverage terms and limits also to apply in excess of those required for Employers Liability and Auto Liability written on an occurrence form.

- F. Policy Endorsements.

- * The insurance provided for Workers Compensation and Employers Liability above will contain waivers of subrogation rights against County of Solano, but only to the extent of the indemnity obligations contained in this Agreement.
- * The insurance provided for Commercial General Liability and Auto Liability above will:

- (1) include County of Solano as an additional insured with respect to Work performed under this Agreement, but only to the extent of the indemnity obligations contained in this Agreement, and
- (2) provide that the insurance is primary coverage with respect to all insureds, but only to the extent of the indemnity obligations contained in this Agreement.

4. INDEPENDENT CONTRACTOR

ENGIE Services U.S., and the agents and employees of ENGIE Services U.S., its subcontractors and/or consultants, are acting in an independent capacity in the performance of this Agreement, and not as public officials, officers, employees, consultants, or agents of County of Solano for purposes of conflict of interest laws or any other applicable law. This Agreement may not be construed to represent the creation of an employer/employee or principal/agent relationship. ENGIE Services U.S. will act in an independent capacity and retain sole discretion in the manner and means of carrying out its activities under this Agreement. ENGIE Services U.S. is free to work for other entities while under contract with County of Solano.

5. ENERGY SERVICES CONTRACT

As it is the intent of County of Solano and ENGIE Services U.S. to pursue cost effective energy retrofits and ECMs at the Sites pursuant to an Energy Services Contract, both Parties agree to enter into good faith negotiations of an Energy Services Contract immediately following completion of the Assessment; however, execution of this Agreement is not a guarantee that the Parties will execute an Energy Services Contract.

6. WORK PRODUCT

County of Solano will not, by virtue of this Agreement, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the Assessment or the Recommendations. The Recommendations, and all data, proposals, plans, specifications, flow sheets, drawings, and other work product prepared or produced by ENGIE Services U.S. hereunder ("Work Product") and furnished directly or indirectly, in writing or otherwise, to County of Solano under this Agreement will remain ENGIE Services U.S.' property and will be used only in connection with work performed by ENGIE Services U.S. ENGIE Services U.S. will be deemed the author and owner of such Work Product and will retain all common law, statutory and other reserved rights, including copyrights. The Work Product may not be used by County of Solano as a basis for facility construction or implementation of ECMs developed herein by any entity other than ENGIE Services U.S., without the prior written agreement of ENGIE Services U.S. Any unauthorized use of the Work Product will be at County of Solano's sole risk and without liability to ENGIE Services U.S., and County of Solano agrees to defend, indemnify and hold harmless, ENGIE Services U.S., its subcontractors, and their directors, employees, subcontractors, and agents from any and all actions, claims, demands, damages, disabilities, fines, penalties, losses, costs, expenses (including consultants' and attorneys' fees and other defense expenses) and liabilities of any nature (collectively, "Losses") associated with or resulting from such use.

7. LIMITATION OF LIABILITY

The liability of a defaulting Party, in connection with this Agreement or any analysis, report, recommendations, or other deliverables provided hereunder, will be limited to direct, actual damages. Neither Party shall be liable to the other Party for any special, indirect, incidental or consequential damages whatsoever, whether in contract, tort or strict liability, including, but not limited to, operational losses in the performance of business such as lost profits or revenues or any increase in operating expense. In no event will ENGIE Services U.S. be liable to County of Solano for any Losses which collectively exceed One Hundred Fifty Thousand Dollars (\$150,000.00), regardless of whether such amounts arise out of breach of contract, guarantee or warranty, product liability, contribution, strict liability or any other legal theory except for any claims for damages arising out of the sole negligence of ENGIE Services U.S.

8. NONDISCRIMINATION; COMPLIANCE WITH LAWS

ENGIE Services U.S. will comply with all applicable laws, rules, regulations and policies, including, but not limited to, those relating to nondiscrimination, accessibility and civil rights.

The Parties acknowledge and agree that ENGIE Services U.S. is not a municipal advisor and cannot give advice to County of Solano with respect to municipal securities or municipal financial products absent County of Solano being represented by, and relying upon the advice of, an independent registered municipal advisor. ENGIE Services

U.S. is not subject to a fiduciary duty with regard to County of Solano or the provision of information to County of Solano. County of Solano will consult with an independent registered municipal advisor about the financing option(s) appropriate for County of Solano's situation.

ENGIE Services U.S. cannot guarantee that County of Solano will receive funding from any energy efficiency rebate, incentive, and/or loan program(s) (collectively, "Incentive Funds"); ENGIE Services U.S. expressly disclaims any liability for County of Solano's failure to receive any portion of the Incentive Funds, and County of Solano acknowledges and agrees that ENGIE Services U.S. will have no liability for any failure to receive all or any portion of the Incentive Funds.

9. FORCE MAJEURE

Neither Party will be considered to be in default in the performance of any material obligation under this Agreement (other than the obligation to make payments) when a failure of performance will be due to an event of Force Majeure. The term "Force Majeure" will mean any cause beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which, despite using commercially reasonable efforts, it has been unable to overcome. Neither Party will be relieved of its obligation to perform if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy within a reasonable time period. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an event of Force Majeure will give prompt written notice of such fact to the other Party.

10. INTEGRATION; AMENDMENT; COUNTERPARTS

This Agreement constitutes the entire contract among the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement may not be amended except by a writing executed by both Parties. No oral amendment shall be enforceable, even if supported by new consideration. Except as otherwise provided herein, the terms and provisions of this Agreement will apply to, be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by email shall be effective as delivery of a manually executed counterpart of this Agreement.

11. DISPUTE RESOLUTION; APPLICABLE LAW; VENUE; SEVERABILITY

If a dispute arises out of or relates to this Agreement, or the transaction contemplated by this Agreement (a "Dispute"), either Party may initiate the dispute resolution process set forth in this Section 11 by giving notice to the other Party. Senior executives for the Parties will meet, within thirty (30) calendar days after notice of the Dispute, in an attempt to resolve the Dispute and any other identified disputes or any unresolved issues that may lead to a dispute. If the senior executives are unable to resolve a Dispute or if a senior management conference is not held within the time provided herein, either Party may submit the Dispute to mediation.

If the Dispute is not settled by senior management conference, the Parties will endeavor to settle the Dispute by mediation under the Commercial Mediation Procedures of the American Arbitration Association ("AAA"). Mediation is a condition precedent to arbitration or the institution of legal or equitable proceedings by either Party. Once one Party files a request for mediation with the other Party and with the American Arbitration Association, the Parties agree to conclude the mediation within sixty (60) calendar days after filing the request. Either Party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the Party's representative to the other Party's representative and the mediator.

If the Dispute is not resolved by mediation within sixty (60) calendar days after the date of filing of the request for mediation, then the exclusive means to resolve the Dispute is final and binding arbitration. Either Party may initiate arbitration proceedings by notice to the other Party and the American Arbitration Association. The following provisions apply to all arbitration proceedings pursuant to this Article: (i) The place of arbitration will be the American Arbitration Association office closest to where the Assessment was performed; (ii) one arbitrator will conduct the arbitral proceedings in accordance with the Commercial Arbitration Rules and Mediation Procedures (excluding the Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association currently in effect ("Arbitration Rules") (to the extent of any conflicts between the Arbitration Rules and the provisions of this Agreement,

the provisions of this Agreement prevail); (iii) the Parties will submit true copies of all documents considered relevant with their respective statement of claim or defense, and any counterclaim or reply (in the discretion of the arbitrator, the production of additional documents that are relevant and material to the determination of the Dispute may be required); (iv) the arbitrator does not have the power to award, and may not award, any punitive, indirect or consequential damages (however denominated); all arbitration fees and costs are to be shared equally by the parties, regardless of which Party prevails, and each Party will pay its own costs of legal representation and witness expenses; (v) the award must be in the form of a reasoned award; (vi) the Dispute will be resolved as quickly as possible, and the arbitrator will endeavor to issue the arbitration award within six (6) months after the date on which the arbitration proceedings were commenced; and (vii) the award will be final and binding and subject to confirmation and enforcement proceedings in any court of competent jurisdiction.

If any term of this Agreement is declared by a court to be illegal, invalid or unenforceable, the legality, validity and enforceability of the other terms of this Agreement will not be affected or impaired thereby, and the rights and obligations of the Parties will be enforced as if the illegal, invalid or unenforceable term were revised to the minimum extent necessary to make such term legal, valid and enforceable.

[the Parties' signatures appear on the following page]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Agreement.

ENGIE SERVICES U.S.:

COUNTY OF SOLANO:

ENGIE Services U.S. Inc.

By: _____

By: _____

Print Name:

Paul Johnson

Print Name:

Birgitta E. Corsello

Title: _____

Regional Operations Director

Title: _____

County Administrator

APPROVED AS TO FORM

Office of County Counsel

By: _____

Date: _____

8/28/19

ATTACHMENT A

SCOPE OF WORK

I. Required Documents (Needed to Proceed).

A. County of Solano will provide the following detailed documentation:

1. Most recent two (2) years of audited financial statements.
2. Actual utility company invoices for all utilities serving the Sites, for a minimum of three (3) years, and preferably five (5) years, immediately prior to the date hereof, with, beginning with the most recently completed month.
3. Utility company demand interval recordings of 15/30-minute electrical demand for characteristic months of the year, where available.
4. Record drawings (AutoCAD or hard copy) for the Sites:
 - a. mechanical
 - b. plumbing
 - c. electrical
 - d. building automation and temperature controls
 - e. structural
 - f. architectural
 - g. modifications and remodels
 - h. site landscaping
5. AutoCAD or hard copy of 8 ½" x 11" or 11" x 17" floor and roof plans of all Sites, as well as information on the age, type and condition of buildings and roofs.
6. A list of key contacts at each Site, including County of Solano personnel knowledgeable of the electrical, HVAC, lighting and controls systems.
7. Energy management system and HVAC equipment operating schedules, point lists and sequences of operation.
8. Original construction submittals and factory data (specifications, pump curves, etc.), where available.
9. Copies of existing PV array contracts and maintenance agreements.
10. Test and balance reports for water and air systems, where available.

II. Scope of Work.

The Integrated Energy Assessment (the "Assessment") will be performed as described below:

A. Perform detailed review of documents delivered above.

B. Perform an inspection survey to:

1. Identify potential energy conservation measures ("ECMs") and opportunities for distributed and renewable generation technologies.
2. Identify the potential locations and type of application for solar photovoltaics (PV) and other ECM installations.
3. Interview the facility manager, chief engineer, or others as needed.

4. Identify comfort or system-function problems which may impact the performance of the recommended measures.
 5. Analyze cogeneration plant for potential updated controls interface.
 6. Obtain the hours of operation for building systems and equipment, and expected occupancy and use.
 7. Survey major energy using equipment, and record (to extent available) the pertinent information for the following:
 - a. Lighting
 - b. HVAC equipment
 - c. Building Controls
 - d. Fume Hoods
 - e. Transformers
 8. Perform Site survey, consisting of:
 - a. Site walk
 - b. Shading analysis
- C. Perform Utility Analysis and Solar Photovoltaic Production Analysis:
1. Identify current rate schedule, analyze electrical usage and model load profile for each Site
 2. Determine historical Site-specific rate escalation
 3. Determine expected solar photovoltaic production curve for proposed Sites
 4. Overlay electrical load profile with expected solar photovoltaic production curve, to right-size the solar photovoltaic system(s) and identify rate restructuring opportunities.
- D. Analyze HVAC and electrical usage for each Site, where existing historical sub-meter data is available.
- E. To the extent deemed necessary by ENGIE Services U.S., prepare preliminary engineering for ECMs and renewable opportunities at the Sites, to include:
1. A written description including:
 - a. the existing conditions
 - b. the changes to be made
 - c. the engineering principle(s) which cause energy to be saved
 2. A general scope of the construction work required for installation of work.
 3. Rough sizing of major equipment and a preliminary selection.
- F. Calculate energy use and cost for all viable ECMs and renewable generation technologies:
1. For each ECM or renewable generation technology, calculate annual energy savings
 2. Calculation methodology will be determined by ENGIE Services U.S., and may include using modeling software such as Market Manager or Trace 700, or may involve spreadsheet analysis or other accepted, standard engineering procedures.
 3. Calculations will follow ASHRAE or other nationally recognized authority and will be based on sound engineering principle(s).
 4. Operational and maintenance savings, if any, will be identified as a separate line item.
- G. Prepare a preliminary measurement and verification plan, explaining how each ECM is to be measured and verified. This plan need only show intended methodologies, but is not required to identify precise instrumentation and/or formulae intended for use. This plan should be carefully enough prepared so as not to materially conflict with the final measurement and verification plan to be prepared during final negotiations of, and incorporated into, the Energy Services Contract.
- H. Prepare a proposed "Project Cost" and a list of "Services to Be Provided," in anticipation of ENGIE Services U.S. and County of Solano entering into an Energy Services Contract to design, construct, install, and monitor the projects proposed in the Recommendations. Cost calculations will explicitly state that the Energy Services Contract must be promptly executed to avoid price increases and that hazardous substance or abnormal subsurface/soil condition issues must not be present.

- I. Identify how the proposed ECMs, renewable energy, operational efficiency measures, and other program elements could be utilized to leverage opportunities to promote County of Solano, and local business, cultural, and public-private partnership and innovation, including workforce development, local school district and regional education curriculum development opportunities. Program development will include:
 - a. Meeting with County of Solano stakeholders, as defined and suggested by County of Solano, to determine engagement program goals
 - b. Research, curate, vet and create potential engagement program components as needed
 - c. Consult with County of Solano to finalize engagement program scope and details
- J. ENGIE Services U.S. will provide to County of Solano Recommendations which will include:
 - 1. A draft Energy Services Contract which will include the contract amount, scope of work, and payment schedule
 - 2. A scope of work for each ECM per Site which is compatible with County of Solano's investment and infrastructure improvement goals
 - 3. A description of each recommended ECM and a table summarizing all recommended ECMs
 - 4. An economic analysis for the aggregated Sites, including project costs, utility incentives, energy savings, renewable energy revenue, operation and maintenance savings and any other revenue or program contributions

III. Technologies to be Considered:

- A. The technologies listed below will be considered during the performance of assessments:
 - 1. Lighting
 - a. Lighting fixture retrofit
 - b. Lighting controls
 - c. LED parking lot lighting
 - d. Energy efficient security lighting
 - e. Window film on south-facing exposures
 - 2. Building automation/Building Management System upgrade and consolidation
 - 3. HVAC Unit Replacements
 - 4. Air handling systems:
 - a. Variable volume conversion and functionality recapture
 - b. Zone/area isolation & shutdown
 - c. Outside air economizer
 - d. Exhaust Fan replacement
 - 5. Plant/equipment modifications:
 - a. Variable flow chilled water conversion
 - b. Motor and VFD Upgrades
 - c. Boiler burner conversion/upgrade
 - d. Duct inspection – repairing broken ducts and/or duct cleaning
 - 6. Solar photovoltaic, and wind electric generation
 - 7. Refurbishing, monitoring, and data collection on existing solar PV systems
 - 8. Electric vehicle charging stations
 - 9. Plug load management
 - 10. Plumbing Controls in Jail and Juvenile Hall

ATTACHMENT B**SITE INVENTORY****PART I: SITES INCLUDED IN ASSESSMENT**

Description	City
CAC Parking Garage	Fairfield
County Administration Center	Fairfield
Sheriff & Fairfield Jail - Law & Justice Center	Fairfield
Stanton Correctional Facility	Fairfield
Health & Social Services Headquarters Building	Fairfield
Fairfield Hall of Justice	Fairfield
Sentence Detention Facility	Fairfield
Justice Building	Vallejo
Social Services Bldg - VJO	Vallejo
Juvenile Detention Facility	Fairfield
South County (New H&SS Facility)	Vallejo
Health & Social Services Health Facility	Fairfield
New Probation Building	Fairfield
Fairfield Library	Fairfield
William J. Carroll Government Center	Vacaville
Courts - Law & Justice Center	Fairfield
Annex Lawn / Parking Lot	Fairfield
Veteran's Memorial Building	Vallejo
South County - New Public Health	Fairfield
New Probation Building (Parking Lot)	Fairfield
Parking Lot - South County Master Plan	Vallejo
Veteran's Memorial Building	Vallejo
Agriculture/UC-Cooperative Extension/	Fairfield
Health and Social Services	Fairfield
Animal Care New Expansion	Fairfield
Animal Shelter	Fairfield
Warehouse (Sheriff)	Fairfield
Cogeneration Plant	Fairfield
Veteran's Memorial Building	Benicia
Family Justice Center	Fairfield
Technical Services Building	Fairfield
Nature Center -	Winters
Lake Solano Regional Park - Campground	Winters
New Foundations Facility	Fairfield
Assessor/Recorders (Old Office)	Fairfield
Large Warehouse	Fairfield

Challenge Facility	Fairfield
Veteran's Memorial Building	Vacaville
Airport Administration - Transportation Department	Vacaville
Fleet Heavy Equipment Shop	Fairfield
Veteran's Memorial Hall	Dixon
Communications/Grounds	Fairfield
County Events Center - 1st Floor (Old Library)	Fairfield
Veteran's Memorial Building	Suisun City
Coroner's Office - Law & Justice Center	Fairfield
Warehouse	Fairfield
Transportation Survey, Soils Lab, Maintenance	Fairfield
Facilities Operations	Fairfield
Office of Emergency Services (OES)	Fairfield
Veteran's Memorial Building	Rio Vista
Operations Facility	Fairfield
Parking Lot - South County Master Plan	Vallejo
Assessor/Recorders - Parking Lot	Fairfield
Modular (Sheriff)	Fairfield
OES/Facilities Operations Warehouse	Fairfield
County Events Center 2nd Floor	Fairfield
Fleet Operations - Light Equipment Shop	Fairfield
Maintenance (Sheriff)	Fairfield
Grand Jury	Fairfield
Sheriff's Professional Standards Bureau	Fairfield
Jail	Vallejo
SCEOC Child Care	Vallejo
Rio Vista Corporation Yard - Transportation	Rio Vista
Belden's Landing	Suisun City
Portable Bldg (Sheriff)	Fairfield
Warehouse	Fairfield
Signs & Safety (Transportation Paint Shop)	Fairfield
Sandy Beach	Rio Vista
Animal Shelter - Admin Modular	Fairfield
Cement Hill Communications Building	Fairfield
Fueling System	Vallejo
Dixon Corporation Yard - Transportation	Dixon
Shed (for Groundskeeping)	Fairfield
Vacaville Corporation Yard	Vacaville
Mount Vaca - County Communication	Vacaville
Sentence Detention Facility - LOT	Fairfield
Corp Yard - Parking	Fairfield
William J. Carroll Government Center	Vacaville

Lake Solano Regional Park - Day Use	Winters
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PART II: SITES NOT INCLUDED IN ASSESSMENT

Any site not listed in this section.



Solano County

ENGIE Services US Inc.

Proposed Program Development Agreement for Integrated Facility/System Energy Assessment

Presented to Board of Supervisors
on September 10, 2019
Department of General Services

Item ##
File 19-691

ENGIE: A Global Efficiency Leader With Deep History in Northern California

ENGIE Services Local Leadership

- National headquarters in Oakland and offices in Sacramento and San Jose
- **45+** years in operation
- **\$2.5 billion** in energy and water costs saved
- **3 million tons** of GHG emissions reduced
- Comprehensive and turnkey engineering/design, procurement, financing, PM/CM, and educational services
- Energy savings partnerships with over 20 counties in California, including:
 - Alameda
 - Contra Costa
 - Madera
 - Merced
 - Sacramento,
 - Santa Clara
 - Sutter
 - Yuba

ENGIE Global Presence

- Largest independent energy producer in the world
- Operating in 70 countries
- \$68 billion in revenue in 2018



ENGIE's energy project with Contra Costa County

Objectives of Integrated Energy Assessment and Tasks-to-Date

Objectives of Integrated Energy Assessment

1. Identify energy measures to implement where they are cost effective and in best interest of conservation
2. Identify resiliency measures to overcome disruptions to PG&E service
3. Determine where the County could install solar arrays or other clean energy alternatives to reduce the dependency on traditional power from PG&E
4. Enhance fiscal stewardship by reducing current PG&E expenditures and exposure to rising PG&E rates

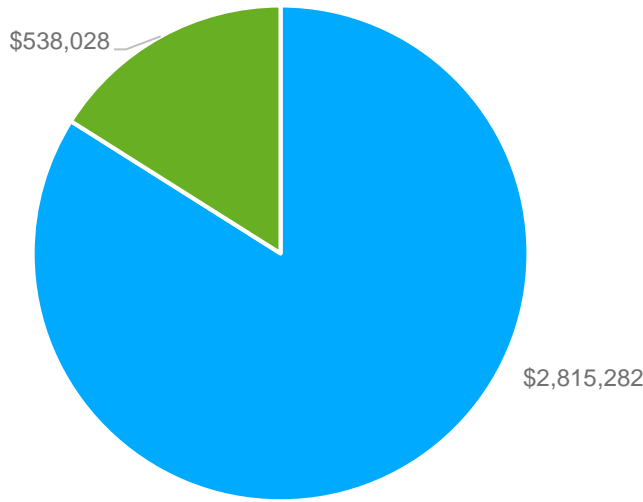
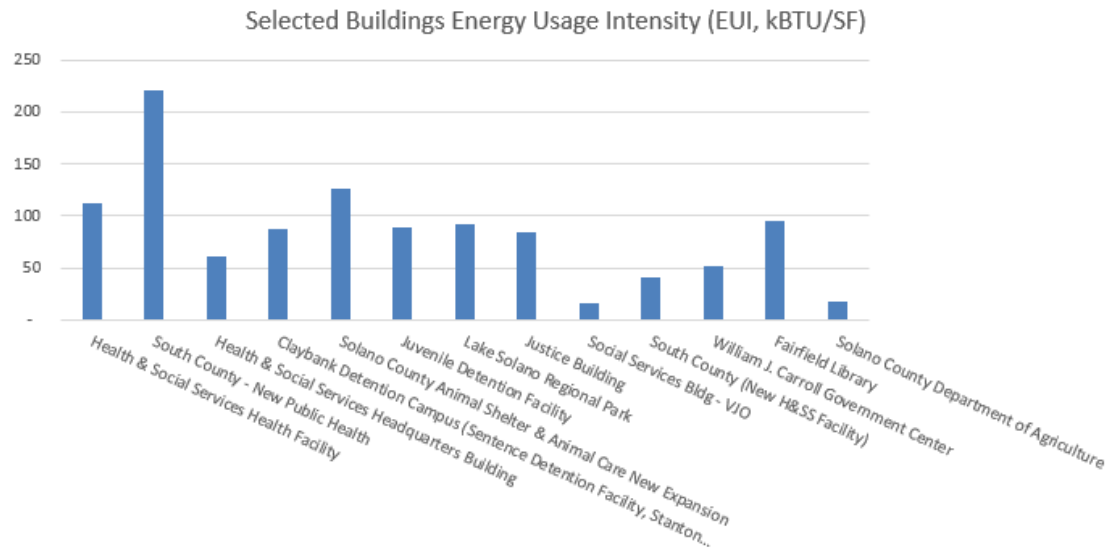
Task-to-Date	Date
GSA Director Introduction	January
Site Walks	Feb 26-27
Review Preliminary Findings	April-July

Preliminary Utility Analysis

Buildings	Electricity	Natural Gas	Total Utilities
Selected Buildings (Walked)	\$ 2,247,340	\$ 567,942	\$ 2,815,282
Remaining County Facilities*	\$ 474,277	\$ 63,751	\$ 538,028
	\$ 2,721,617	\$ 631,693	\$ 3,353,310

*Includes Cogen serving Historic Courthouse, Library Tech Services, Hall of Justice, Jail/Coroner, 601 Texas St, 675 Texas St, Law & Justice Center, Probation. Costs not included in PG&E data.

Annual Utility
Cost: \$3.3 million



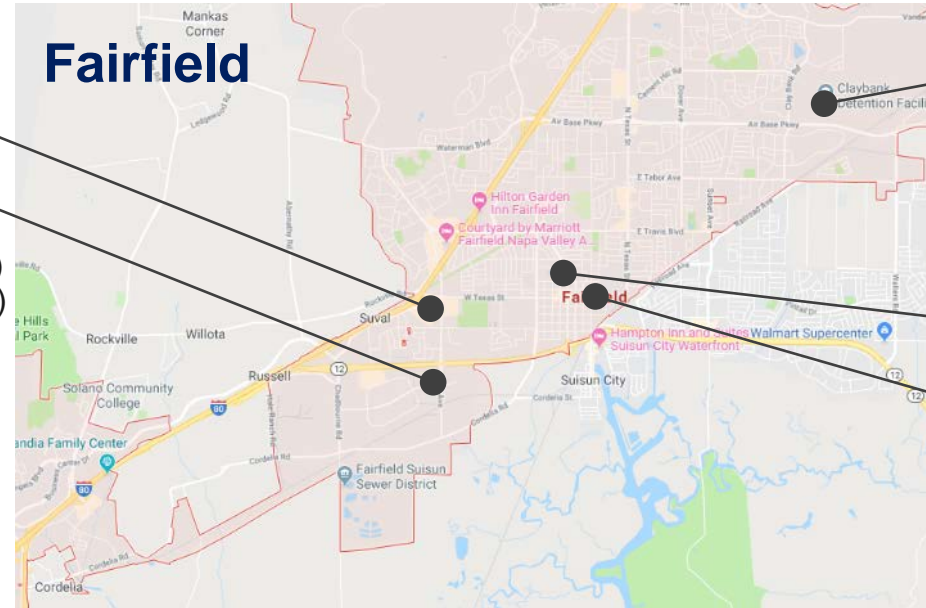
■ Selected Buildings ■ Remaining County Facilities

Proposed County Sites/Facilities

Juvenile Detention
740 Beck / 2010 W Texas

Beck / Courage Campus
Public Health (275 Beck)
Mental Health (2101 Courage)
Forensics Lab (2201 Courage)

Lake Solano Regional Park
Winters (Not shown)



Clay Bank Road
Stanton Detention (2450)
Clay Bank Detention (2500)
Animal Care (2510 2520)
Clay Bank Solar Array

Fairfield Center
Library (1150 Kentucky)

County Government Center
Cogen (501 Delaware)
Parking Structure (501 Union)



Health & Social Services
1119 E Monte Vista



Tuolumne Street Complex
Justice/Courthouse (321)
Social Services VJO (355)
Health & Social Svcs (365)

Summary Matrix of Possible Energy Conservation Approaches

Campus	Site	Total Energy Cost	Solar Projects	Electric Vehicle Charging	LED Lighting	HVAC Replacement	BAS/BMS	Motor VFD Upgrades	Exhaust Fans Replacement	Recapture VAV functionality	Duct Replacement	Boiler Replacement	Fume Hood Controls	High Efficiency Transformers	Plug Load Management	Peak Demand Management	Plant Monitoring	Utility Rate Analysis	Plumbing Controls	Solar Monitoring & Data	Refurbish Existing Solar
Beck/Courage	Health & Social Services Health Facility	\$191,963	X	X	X	X	X								X						
	South County - New Public Health	\$244,513	X	X	X	X	X						X		X	X					
	Health & Social Services Headquarters Building	\$307,091	X	X	X	X	X					X			X					X	X
Claybank	Claybank Detention Campus	\$565,323	X	X	X	X	X		X		X			X	X	X		X	X		
	Claybank Solar Array	-																		X	X
	Solano County Animal Shelter & Animal Care New Expansion	\$104,535	X	X	X		X								X	X				X	X
Tuolumne	Solano County Cogeneration Plant	\$534,854			X										X		X				
	Justice Building	\$211,135	X	X	X		X								X						
	Social Services Bldg - VJO	\$10,058			X		X			X					X						
	South County (New H&SS Facility)	\$146,500	X	X	X	X	X								X						
	Juvenile Detention Facility	\$176,638	X		X	X	X		X						X	X					
	Fairfield Library	\$155,812	X	X	X		X								X						
	William J. Carroll Government Center	\$94,337	X	X	X		X								X						
	Lake Solano Regional Park	\$51,447	X		X	X	X	X						X							
	Solano County Department of Agriculture	\$21,077	X		X		X														
	Remaining County Facilities	\$538,028	To be evaluated during detailed program development phase																		
	Total	\$3,353,310																			

Budgetary Pro Forma

Based on Possible Projects

Year	Combined ECM & Self Generation Savings	Financing Costs & Savings	
		Finance Payment	Net Savings
1	\$ 1,689,608	\$ (1,366,424)	\$ 323,183
2	\$ 1,707,224	\$ (1,384,041)	\$ 323,183
3	\$ 1,777,631	\$ (1,454,448)	\$ 323,183
4	\$ 1,850,943	\$ (1,527,760)	\$ 323,183
5	\$ 1,927,280	\$ (1,604,097)	\$ 323,183
6	\$ 2,006,769	\$ (1,683,586)	\$ 323,183
7	\$ 2,089,538	\$ (1,766,354)	\$ 323,183
8	\$ 2,175,723	\$ (1,852,540)	\$ 323,183
9	\$ 2,265,466	\$ (1,942,283)	\$ 323,183
10	\$ 2,358,913	\$ (2,035,730)	\$ 323,183
11	\$ 2,456,219	\$ (2,133,036)	\$ 323,183
12	\$ 2,557,542	\$ (2,234,358)	\$ 323,183
13	\$ 2,663,048	\$ (2,339,865)	\$ 323,183
14	\$ 2,772,910	\$ (2,449,727)	\$ 323,183
15	\$ 2,887,310	\$ (2,564,127)	\$ 323,183
16	\$ 3,006,433	\$ (2,683,250)	\$ 323,183
17	\$ 3,130,477	\$ (2,807,294)	\$ 323,183
18	\$ 3,259,643	\$ (2,936,460)	\$ 323,183
19	\$ 3,394,145	\$ (3,070,962)	\$ 323,183
20	\$ 3,534,202	\$ -	\$ 3,534,202
21	\$ 2,580,625	\$ -	\$ 2,580,625
22	\$ 2,686,271	\$ -	\$ 2,686,271
23	\$ 2,796,208	\$ -	\$ 2,796,208
24	\$ 2,910,612	\$ -	\$ 2,910,612
25	\$ 3,029,661	\$ -	\$ 3,029,661
Totals	\$ 63,514,398	\$ (39,836,342)	\$ 23,678,056

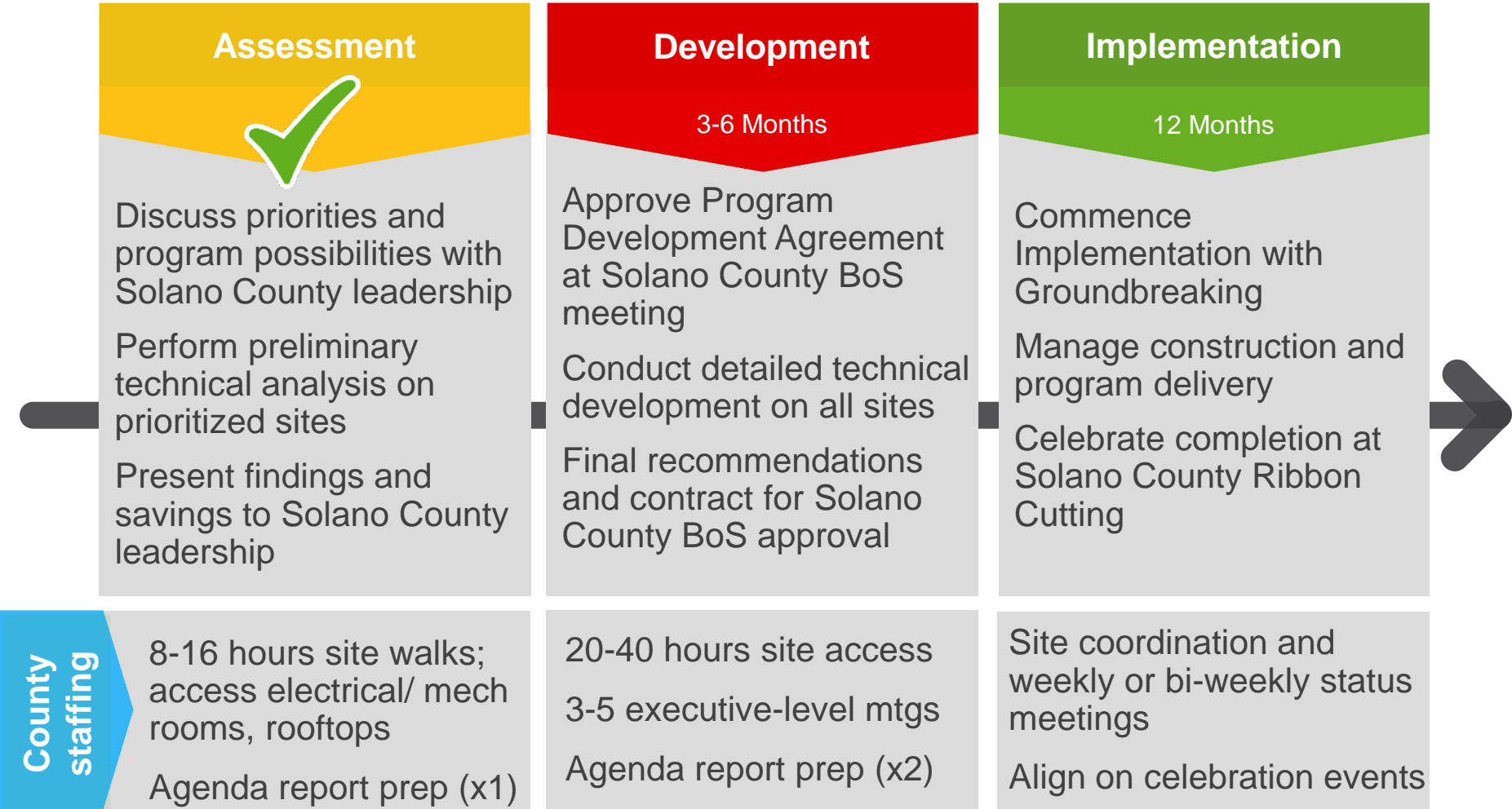
- Pro Forma Assumptions
 - 3.25% interest rate
 - 4.5% energy escalation rate
 - Financing over 19 years
- Includes energy conservation and generation measure at 15 County facilities
- Estimates of savings are based on potential projects identified during feasibility analysis using:
 - Preliminary sizing of solar pv
 - Lighting savings based on building area and existing fixtures
- Cost estimates based on similar recent projects in comparable geography

Estimated Energy Cost Savings Based on Possible Projects

- No Capital Required
- Over \$23 Million in Lifetime Savings After Financing, Comprehensive Project
- Over \$300,000 Per Year Savings After Financing
 - ENGIE to apply for CEC Loan
 - ENGIE to support third-party financing
- Project Cost Funded Through Choice of:
 - CEC 1% Loan
 - Third-Party Financing such as Tax Exempt Lease Purchase (TELP)



Program Development Process/Next Steps



Roadmap for Review and Potential Savings

Task	Date	Complete
Supervisor Introductory Meeting	July 2018	X
GSA Director Introductory Meeting	January 2019	X
Site Walks	Feb 26-7, 2019	X
Review of Preliminary Findings with GSA Director	April 8, 2019	X
Board Presentation / Approval of Program Development Agreement	today	
Detailed Program Development	Fall 2019	
Board Presentation / Approval of Implementation Contract	Winter 2019 - 2020	
Groundbreaking and Construction	2020	

Project Contacts

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Senior Project Developer

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Manager of Government Partnerships

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Solano County

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Agenda Submittal

Agenda #: 25 **Status:** Regular Calendar
Type: Miscellaneous **Department:** Resource Management
File #: 19-605 **Contact:** Matt Walsh, 784-6765
Agenda date: 09/10/2019 **Final Action:**
Title: Consider authorizing the submittal of Letters of Interest to the Association of Bay Area Governments to propose the Cache Slough area and the Grizzly Island Road corridor as new Priority Conservation Areas and a boundary adjustment to the Tri City and County Cooperative Planning Area Priority Conservation Area (Continued from the August 27, 2019 meeting)
Governing body: Board of Supervisors
District: All
Attachments: A - Map of Cache Slough Region, B - Map of Grizzly Island Road, C - Map of Tri City PCA Boundary Expansion, D - Map of Existing PCAs, E - August 27, 2019 Minute Order

Date:	Ver.	Action By:	Action:	Result:
08/27/2019	1	Board of Supervisors	Continued	

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board of Supervisors consider authorizing the submittal of Letters of Interest to the Association of Bay Area Governments (ABAG) to propose the Cache Slough area and the Grizzly Island Road corridor as new Priority Conservation Areas and a boundary adjustment to the Tri City and County Cooperative Planning Area Priority Conservation Area (PCA).

SUMMARY:

ABAG is currently accepting Letters of Interest from local counties and cities who wish to propose new PCAs or modify the boundaries of existing PCAs within its jurisdiction. Letters of Interest must be submitted to ABAG by September 16, 2019. Local agency adopted resolutions must be submitted by January 16, 2020.

Update:

This item was continued from the August 27, 2019 meeting as the result of a 2-2 vote. Supervisor Brown made a motion to approve staff's recommendation along with the addition of the three potential County PCAs as identified in the Solano Transportation Authority's (STA) 2016 PCA Study (Putah Creek, Dixon Agricultural Service Area, and Elmira). Supervisors Vasquez and Spering did not support the motion. After further discussion, Supervisor Vasquez made a motion to approve staff's recommendation with the acknowledgement that the three potential PCAs in the STA Study will be reviewed further at the next opportunity to designate new PCAs. This motion was not supported by Supervisors Brown and Thomson. As such, this item was continued to September 10, 2019.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item and with submission of a Letter of Interest are nominal and absorbed by the Department's FY2019/20 Adopted Budget.

DISCUSSION:

Background

The PCA program was initiated in 2007 by ABAG to identify Bay Area open spaces that: 1) provide regionally significant agricultural, natural resource, scenic, recreational, and/or ecological values and ecosystem functions; 2) are in urgent need of protection due to pressure from urban development or other factors; and 3) supported by local consensus. The PCAs were established at the same time as the locally nominated PDAs through the FOCUS program, intended to focus growth in areas suitable for development while protecting areas important for conservation and preservation. More recently, Priority Production Areas (PPAs) have been introduced by ABAG which focus on industrial land use planning and job creation. Together, the PDAs, PCAs, and PPAs are integral to the region's long-range planning document, Plan Bay Area, as well as implementation initiatives such as the One Bay Area Grant (OBAG).

The original PCAs in Solano County were approved in 2008 and consisted of: Blue Ridge Hills, Vacaville-Fairfield-Solano Greenbelt, Western Hills, and the Tri City and County Cooperative Planning Area. Suisun Valley was added in 2013. The original PCA's included very general boundaries, with more refined boundaries approved in 2015 (Attachment). In 2015, the Solano Transportation Authority (STA) commissioned a countywide PCA study which reviewed the existing PCAs and analyzed the potential for additional PCAs in Solano County. The study considered the potential for four additional PCAs: Putah Creek, Dixon Agricultural Service Area, Mare Island, and Elmira. While these areas were reviewed and may qualify as PCAs in the future, they were not recommended to be designated at that time, and are not proposed to be added at this time. There are no immediate projects proposed for these areas, for which PCA funding would be beneficial. They also incorporate large amounts of privately owned land and the County has not undertaken sufficient community outreach to feel comfortable designating these areas as PCAs.

At the time of the designation of the original PCAs, there was no funding program in place that provided money toward development or enhancement of PCAs. However, in 2013, MTC allocated \$1.25 million in OBAG funding to each of the four north bay counties to utilize toward their PCAs. In 2016, another \$2 million was allocated to north bay counties. OBAG funds are intended to align with the region's focused growth strategies, including targeting PDA development, local road maintenance, bicycle improvements, and PCA related projects that further open space opportunities, infrastructure improvements, recreational value, and natural resource values. To date, Solano County has utilized approximately \$2 million in OBAG funds to provide infrastructure improvements in the Suisun Valley PCA.

Staff believes that there are sufficient lands designated as PCAs, with the addition of the recommendations in this report. Staff is concerned that future funding opportunities may be diluted by being too expansive with the County's PCA designations.

It's important to note that PCA designations do not change zoning, general plan designations, or other land use controls or voter initiatives applicable to the geographic area encompassed by the PCA. Local agencies retain full control over land use decisions. The designation of PCAs does open up funding opportunities for improvement and preservation projects in the identified areas.

Proposed New and Adjusted PCAs

Cache Slough (New)

The Cache Slough area is located in the southeastern portion of Solano County. The boundaries are generally described as the unincorporated area of Solano County within the legal Delta boundary as defined by the 1959 Delta Protection Act, except for Ryer Island. Cache Slough is within the Primary Zone of the Delta Protection Commission's Land Use & Resource Management Plan pursuant to the 1992 Delta Protection Act. The Solano County General Plan designates the area as Agriculture with a Resource Conservation Overlay and a Priority Habitat Area. The Cache Slough area is approximately 65,586 acres (or 102.5 square miles). The existing land uses in the area are predominately cattle ranching and crop production. Designation of this area as a PCA may provide for future funding to utilize for infrastructure improvements and preservation of agricultural lands.

Grizzly Island Road Corridor (New)

Grizzly Island Road is a county road located primarily within the Suisun Marsh. The Suisun Marsh comprises approximately 85,000 acres of tidal marsh, managed wetlands, and waterways in the southern part of the County. It is the largest remaining wetland in the San Francisco Bay and includes more than ten percent of the state's remaining wetland area. The Marsh is also a wildlife habitat of nationwide importance. It plays an important role in providing wintering habitat for waterfowl of the Pacific Flyway and, because of its size and estuarine location, supports a diversity of plant communities. These provide habitats for a variety of fish and wildlife, including several rare and endangered species. Recognizing the importance of the Suisun Marsh, the legislature passed the Suisun Marsh Preservation Act of 1974. The Act provided for the Bay Conservation and Development Commission (BCDC) and the Department of Fish and Wildlife to prepare the Suisun Marsh Protection Plan to preserve the integrity and assure continued wildlife use of the Suisun Marsh.

Grizzly Island Road provides public access to multiple recreational areas, such as Rush Ranch, Belden's Landing County Park, and lands owned and operated by the State of California that are used regularly for bird watching, hiking, hunting, and fishing.

Designation of the Grizzly Island Corridor as a PCA may provide future funding for infrastructure improvements or improvements to any of the existing publicly used recreational areas (trails, fishing access, bicycle routes, etc.).

Tri City and County Cooperative Planning Area (Boundary Change)

As stated, the Tri City and County area was one of the county's original PCAs. Solano County is proposing a boundary adjustment, expanding the boundary of the PCA further east. The adjustment is intended to incorporate the proposed Pacific Flyway Center, a project by the City of Fairfield to create an open space land preserve with an interpretive nature center and ecological educational facility. The project is located east of Interstate 680, south of the Gold Hill Road overcrossing, and adjacent to Ramsey Road, and includes land both in the city and in the county. Incorporating this area into the existing PCA will allow available funding to be used for infrastructure improvements needed to serve the facility. —

ALTERNATIVES:

The Board could choose not to authorize the submittal of any Letters of Interest and not make any changes to the existing PCA system. The Board could also consider other potential PCAs, not included in staff's recommendation. These alternatives are not recommended because staff's recommendation reflects specific areas that currently provide public benefit or may have need for additional infrastructure improvements in the near future.

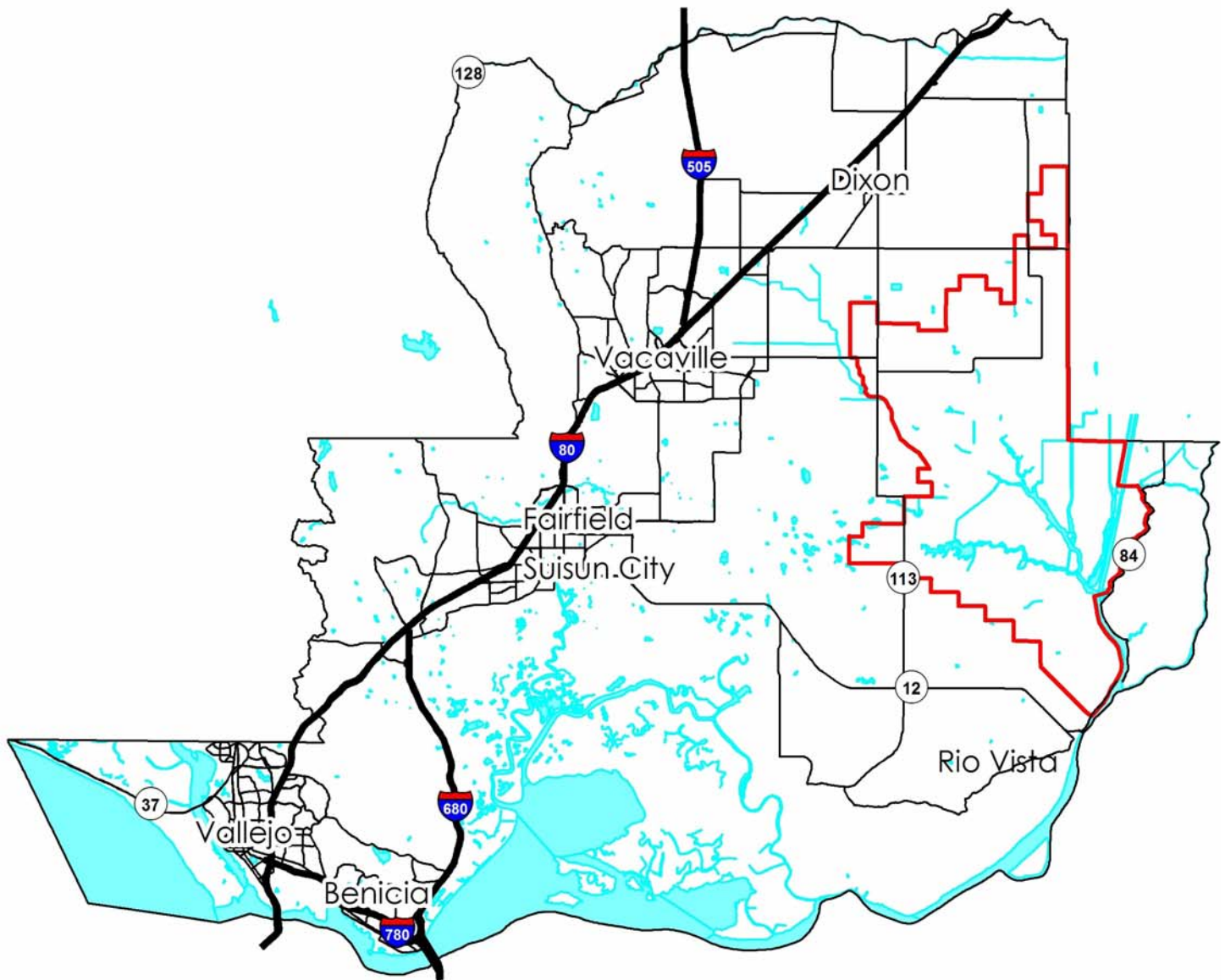
OTHER AGENCY INVOLVEMENT:

ABAG is the approving agency for any new PCA or PDA proposals or boundary changes to existing PCAs/PDAs.

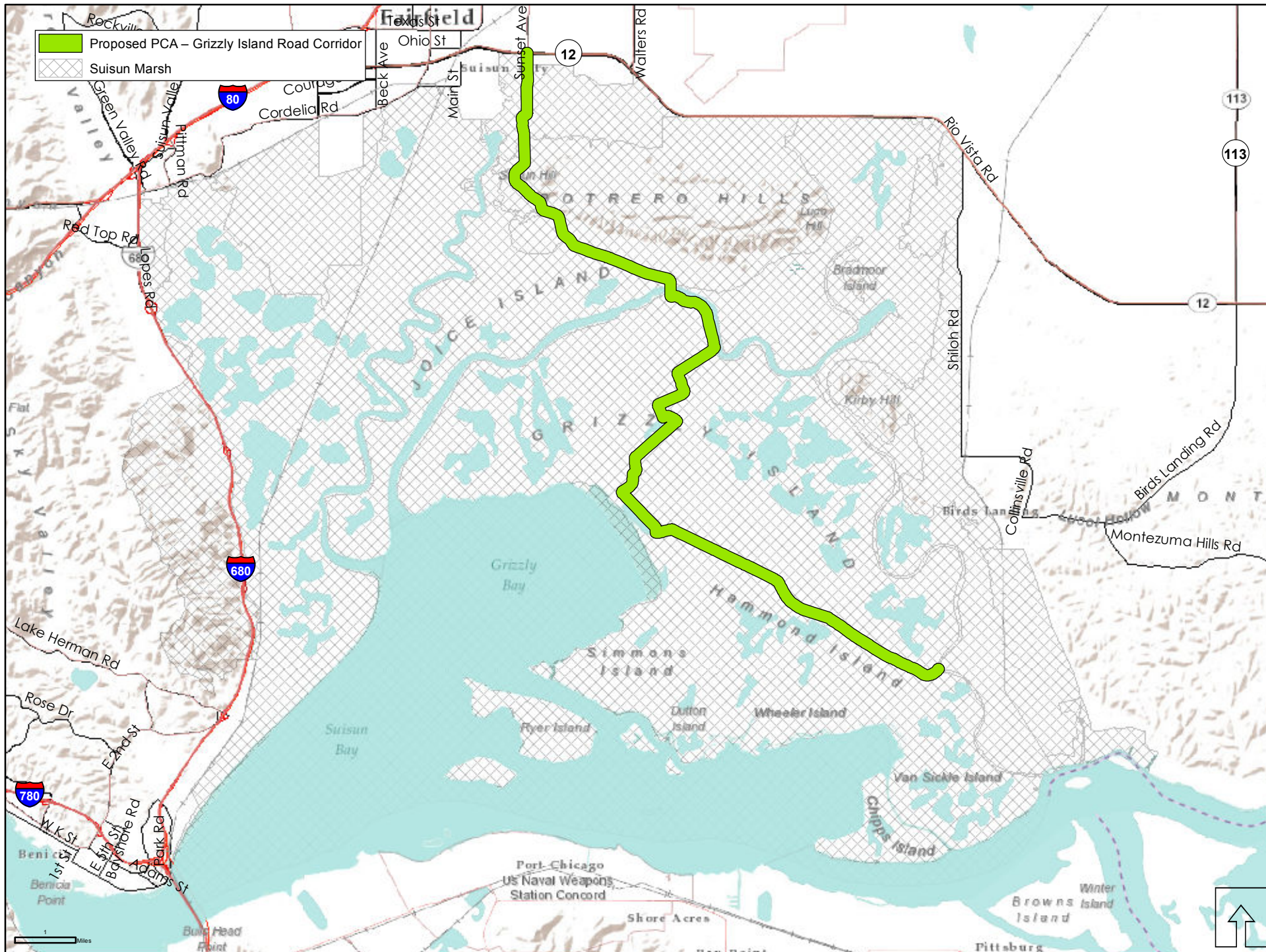
CAO RECOMMENDATION:



APPROVE DEPARTMENTAL RECOMMENDATION

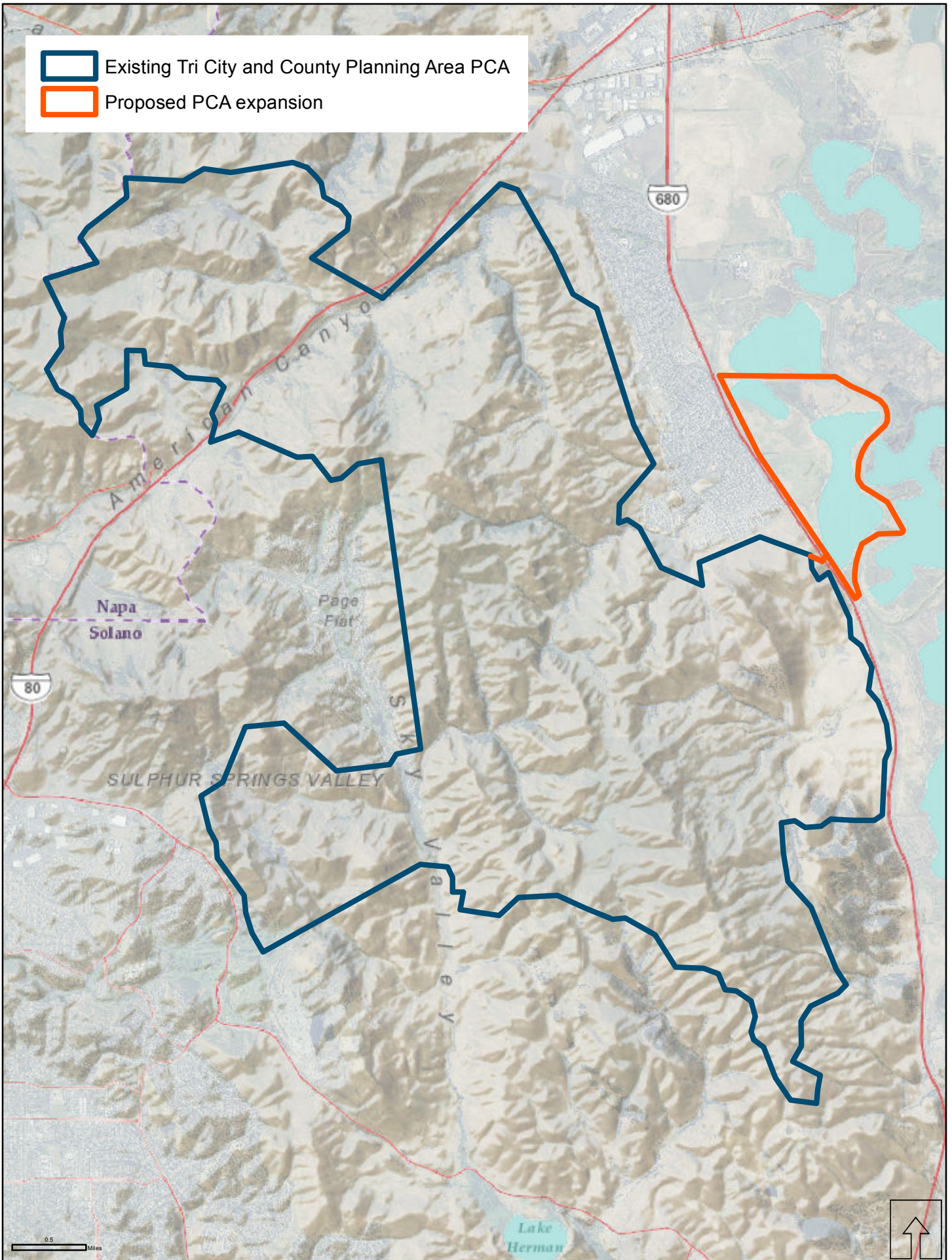
Cache Slough Region



 Cache Slough Region



-  Existing Tri City and County Planning Area PCA
-  Proposed PCA expansion



Potential Solano County PCAs

Priority Conservation Area

- 1 - Blue Ridge Hills (Vaca Mountains)
- 2 - Vacaville-Fairfield-Solano Greenbelt and Cement Hill
- 3 - Suisun Valley
- 4 - Western Hills
- 5 - Tri City and County Cooperative Planning Area

Basemap Layers

- Roadway
- Highway
- Railroad
- Streams and Creeks
- Major Water Features

Water Trail Facilities

- Existing Destination
- Planned Destination
- Existing Launch
- Planned Launch

Existing and Proposed Trail Network

- Bay Trail
- Planned Bay Trail
- Other/Ridge Trail
- Planned Other/Ridge Trail

- City Limits
- Sphere of Influence
- Tri-City/County Cooperative Planning Area
- Adjacent Counties

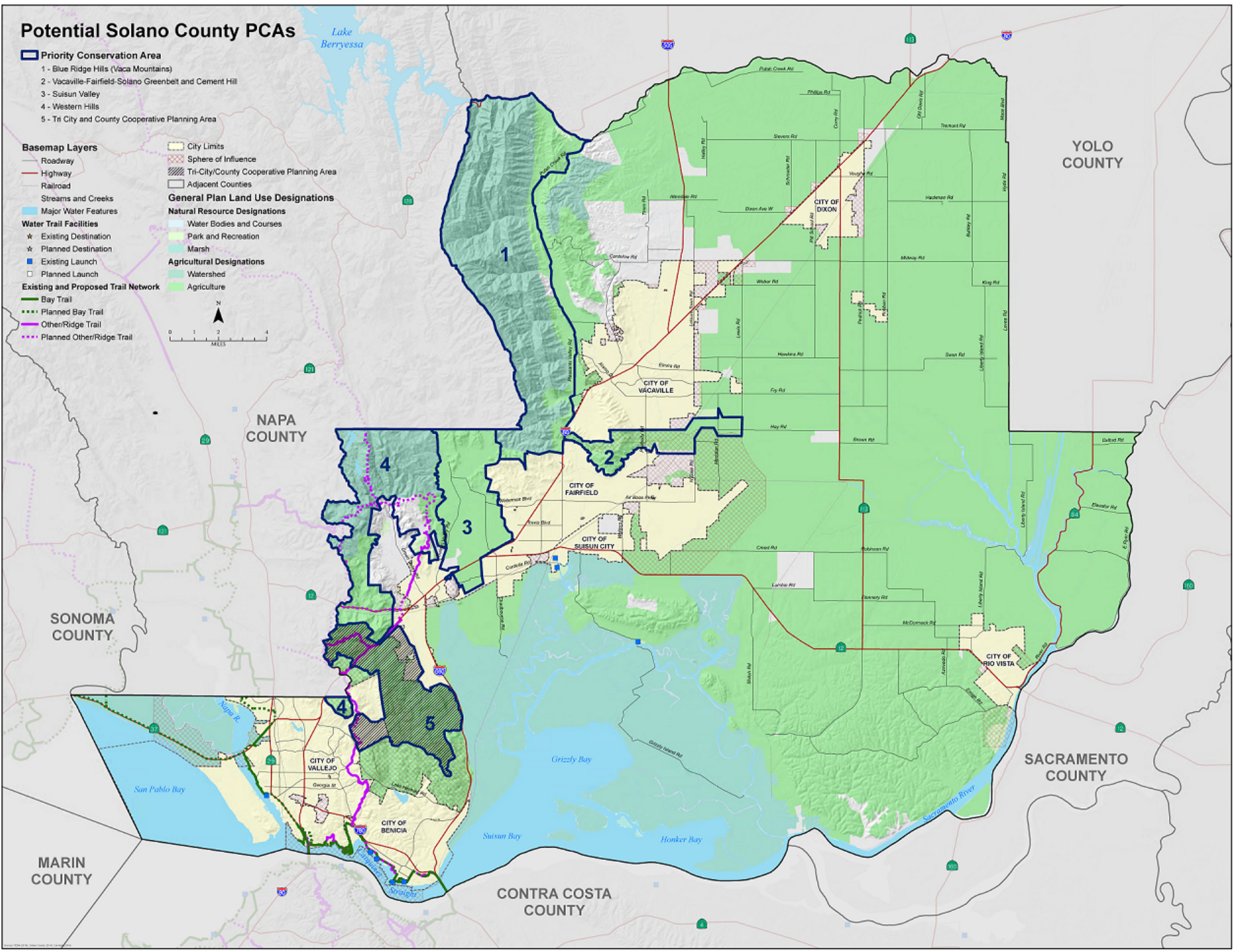
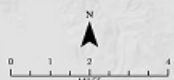
General Plan Land Use Designations

Natural Resource Designations

- Water Bodies and Courses
- Park and Recreation
- Marsh

Agricultural Designations

- Watershed
- Agriculture





Solano County

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Meeting Minutes - Action Only 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, August 27, 2019

8:30 AM

Board of Supervisors Chambers

32 **19-605**

Consider authorizing the submittal of Letters of Interest to the Association of Bay Area Governments to propose the Cache Slough area and the Grizzly Island Road corridor as new Priority Conservation Areas and a boundary adjustment to the Tri City and County Cooperative Planning Area Priority Conservation Area

Attachments: [A - Map of Cache Slough Region](#)
[B - Map of Grizzly Island Road](#)
[C - Map of Tri City PCA Boundary Expansion](#)
[D - Map of Existing PCAs](#)

Supervisor Brown made a motion to authorize the submittal of Letters of Interest to the Association of Bay Area Governments to propose the Cache Slough area and the Grizzly Island Road corridor as new Priority Conservation Areas and a boundary adjustment to the Tri City and County Cooperative Planning Area Priority Conservation Area, as well as to authorize Letters of Interest for three additional areas consisting of Putah Creek, Dixon Agriculture Service Area and Elmira. The motion was seconded by Supervisor Thomson. Supervisors Vasquez and Spering voted no. The motion was a tie vote of 2-2. The Board directed that the item be continued and brought back to the Board at the September 10, 2019 regular meeting.