

# **Solano County**

675 Texas Street  
Fairfield, California 94533  
[www.solanocounty.com](http://www.solanocounty.com)



## **Agenda - Final**

**Tuesday, September 24, 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      [19-735](#)      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 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

Public Employee Appointment: Public Defender

Conference with Legal Counsel: Potential Litigation: One case

Attachments: [A - Memorandum](#)

## **RECONVENE - 9:00 A.M.**

## **REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**

## **SALUTE TO THE FLAG AND A MOMENT OF SILENCE**

## **PRESENTATIONS**

### Sheriff's Office:

- 2      [19-675](#)      Adopt and present a resolution and plaque of appreciation honoring Correctional Officer James Montoya upon his retirement from the Sheriff's Office with over 33 years of dedicated public service to Solano County (Supervisor Vasquez)

Attachments: [A - Resolution](#)

Health and Social Services:

- 3      [19-702](#)      Adopt and present a resolution and plaque of appreciation recognizing Maria G. Ramirez, Office Assistant III, upon her retirement from Health & Social Services, Behavioral Health Division, with over 29 years of dedicated public service to Solano County (Supervisor Thomson)

Attachments:    [A - Resolution](#)

Resource Management:

- 4      [19-741](#)      Adopt and present a resolution and plaque of appreciation honoring Matthew Geisert, Hazardous Materials Specialist Supervisor, upon his retirement from the Department of Resource Management with 31 years of public service, including 18 years of dedicated service to Solano County (Chairwoman Hannigan)

Attachments:    [A - Resolution](#)

General Services:

- 5      [19-727](#)      Receive a presentation from the Department of General Services on the selection of Brandon Henderson for the "Employee of the Month" Parking Program for October 2019

Health and Social Services:

- 6      [19-677](#)      Adopt and present a resolution recognizing the 1 year anniversary of the Solano Safety Opioid Coalition, "Drug Safe Solano," for its collaborative work to prevent opioid overdoses and deaths in Solano County (Chairwoman Hannigan)

Attachments:    [A - Resolution](#)

- 7      [19-701](#)      Adopt and present a resolution recognizing September 23-29, 2019 as Fall Prevention Week in Solano County (Supervisor Spering)

Attachments:    [A - Resolution](#)

- 8      [19-598](#)      Adopt and present a resolution recognizing October 2019 as Sudden Infant Death Syndrome Awareness Month in Solano County (Supervisor Vasquez)

Attachments:    [A - Resolution](#)



**ITEMS FROM THE PUBLIC**

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

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

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

**APPROVAL OF THE CONSENT CALENDAR**

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

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

- 9      [19-738](#)      Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors

Attachments:    [A - Appointment List](#)

- 10     [19-739](#)      Approve the minutes of the Solano County Board of Supervisors meetings of August 27, September 10, and September 14, 2019 and the Solano County Housing Authority minutes of August 27, 2019

Attachments:    [A - Minutes - August 27, 2019](#)  
                         [B - Minutes - September 10, 2019](#)  
                         [C - Minutes - September 14, 2019](#)  
                         [D - Housing Authority Minutes - August 27, 2019](#)

Board of Supervisors:

- 11      [19-743](#)      Adopt a resolution proclaiming the week of September 22, 2019 as Rail Safety Week in Solano County

Attachments:    [A - Resolution](#)

Department of Information Technology:

- 12      [19-728](#)      Approve a contract with Simpler Systems in an amount not to exceed \$80,500 to provide technical services to implement a web-based property systems archive inquiry system associated with the County Assessment and Taxation System project (SCIPS Replacement) for the term of October 1, 2019 to September 30, 2020; Authorize the Chief Information Officer to execute the contract and any amendments that do not exceed 10% of original contract; and Authorize the Chief Information Officer to execute annual license/maintenance renewals that are within 10% of prior year net monthly amount for up to 3 years

Attachments:    [A - Contract](#)

General Services:

- 13      [19-726](#)      Approve a report on Best Value Project Delivery per Section 20155.7 of the Public Contract Code; and Authorize the Director of the General Services Department to transmit the report to the California Secretary of State, appropriate policy committees of the State Legislature and the Joint Legislative Budget Committee, relating to the SB1022 Rourke Vocational Training Center

Attachments:    [A - California Public Contract Code Section 20155 et seq.](#)  
                         [B - California Government Code Section 9795](#)  
                         [C - SB1022 Best Value Report](#)

First 5 Solano:

- 14      [19-692](#)      Approve an Appropriation Transfer Request (ATR) of \$615,000 from First 5 Solano's Contingency Fund for tenant improvements at the Vallejo First 5 Center (4/5 vote required)

**CRIMINAL JUSTICE**Sheriff's Office:

- 15      [19-697](#)      Accept a \$50,000 Rachael Ray: Save Them All grant funded by the Rachael Ray Foundation and administered by Best Friends Animal Society to reduce shelter deaths for the period of August 26, 2019 through September 1, 2020; Authorize the Sheriff, pending County Counsel concurrence, to execute the agreement and any amendments that remain within budgeted appropriations; and Approve an Appropriations Transfer Request (ATR) of \$50,000 to recognize unanticipated grant revenue and related appropriations associated with Animal Care Services' Hipped to be Tipped - Shelter Neuter Return project (4/5 vote required)

- 16      [19-731](#)      Approve updates to the 2017 Homeland Security Grant Program Expenditure Plan and the 2018 Homeland Security Grant Program Expenditure Plan to reflect the movement of grant projects from one expenditure plan to the other and that remain within the respective grant awards

Attachments:    [A - HSGP Project Adjustments](#)

## HEALTH AND SOCIAL SERVICES

### Health and Social Services:

- 17      [19-707](#)      Approve the appointment of Verneal Brumfield to the Napa/Solano Area Agency on Aging Advisory Council representing Solano County for a 2 year term to expire September 31, 2021; Approve the Napa/Solano Area Agency on Aging Advisory Council Bylaws; Adopt a resolution approving the contract with the California Department of Aging for \$90,472 for October 1, 2019 through September 30, 2020 for Planning and Services Area 28 Supplemental Nutrition Assistance Program-Education funds; and Authorize the County Administrator to execute the contract and any contract amendments to distribute additional California Department of Aging Supplemental Nutrition Assistance Program-Education identified funds for federal FY2019/20

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

## LAND USE/TRANSPORTATION

### Resource Management:

- 18      [19-684](#)      Adopt a resolution authorizing the Director of Resource Management to execute and record irrevocable offers of dedication of 3.84 acres of right of way easements for public roadway and public utility purposes on Green Valley Road and Mason Road for Minor Subdivision MS-18-02 (Russo)

Attachments:    [A - Map](#)  
                         [B - Resolution](#)  
                         [C - Dedication Green Valley & Mason](#)  
                         [D - Dedication Roundabout](#)

- 19     [19-634](#)     Approve an agreement and order form with Accela, Inc. for 4 annual subscriptions from September 12, 2019 through September 11, 2023 totaling \$465,494 to access Accela Environmental Health, a cloud based permitting and inspection data management software system needed to replace an existing data management system; Approve a contract with SEP Technology Consulting, LLC for \$238,820 with a term of September 24, 2019 through June 30, 2020 for one time configuration and training to use the software; and Delegate authority to the Director of Resource Management to execute the agreement, order form, contract and any change orders or amendments up to 10% of the contract amount and to renew subsequent annual subscriptions that are within 7% of the prior year net total amount within budgeted appropriations

Attachments:    [A - Accela, Inc. Agreement and Order Form](#)  
                         [B - SEP Technology Consulting, LLC. Contract](#)

## MISCELLANEOUS ITEMS

### Board of Supervisors:

- 20     [19-732](#)     Approve the reappointment of Lisa Howard to the Agriculture Advisory Committee, representing District 3, for a term to expire on January 1, 2022
- 21     [19-722](#)     Approve the appointment of Tyffany Wanberg to the First Five Solano Children and Families Commission, representing District 4, for a term to expire September 22, 2023

## RECESS - 10:30 A.M.

*Setup of 2019 Centenarian Commemoration*

## RECONVENE - 11:00 A.M.

### Board of Supervisors:

- 22     [19-708](#)     Adopt and present a resolution proclaiming the week of September 22-28, 2019 as Centenarian Week in Solano County

Attachments:    [A - Resolution](#)

## RECESS

*To a reception in honor of the 2019 Centenarians in the Chamber lobby.*

RECONVENE - 2:00 P.M.

## REGULAR CALENDAR

### Rescheduled Consent Items

Consider the following:

- A)
- B)
- C)

### LAND USE/TRANSPORTATION

#### Resource Management:

- 23      [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 (continued from the July 23, 2019 Board meeting)

**Attachments:**    [A - Updated Resolution](#)  
                          [B - Updated Map of Nicholas Lane](#)  
                          [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 Notices](#)  
                          [I - Administrative Permit & Appeal Zoning Regulations](#)  
                          [J - Planning Division Permit History](#)  
                          [K - Updated Record of Survey](#)  
                          [L - July 23, 2019 Minute Order](#)

### GENERAL GOVERNMENT

#### County Administrator:

- 24      [19-734](#)      Receive an update from staff and the County's State Legislative Advocate on the status of legislation that is of interest to the County that was discussed at the September 16, 2019 Legislative Committee meeting

**Attachments:**    [A - Federal Legislative Update](#)  
                          [B - State Legislative Update](#)

## **BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS**

### **ADJOURN:**

*To the Board of Supervisors meeting of October 1, 2019 at 8:30 A.M., Board Chambers,  
675 Texas Street, Fairfield, CA*



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## Agenda Submittal

<b>Agenda #:</b>	1	<b>Status:</b>	Closed Session
<b>Type:</b>	Closed Session	<b>Department:</b>	County Counsel
<b>File #:</b>	19-735	<b>Contact:</b>	Bernadette Curry, 784-6151
<b>Agenda date:</b>	09/24/2019	<b>Final Action:</b>	
<b>Title:</b>	<p>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)</p> <p>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</p> <p>Public Employee Appointment: Public Defender</p> <p>Conference with Legal Counsel: Potential Litigation: One case</p>		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	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. 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
- C. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
  - a.
- D. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC § 54956.9)
  - a. Significant exposure to litigation pursuant to GC § 54956.9 (b):
  - b. Initiation of litigation pursuant to GC § 54956.9(c): One case
- E. LIABILITY CLAIMS-JOINT POWERS AUTHORITY (GC § 54956.95)
  - a. Claimant:\_\_\_\_\_
  - b. Agency against whom claim filed:\_\_\_\_\_
- F. THREAT TO PUBLIC SERVICES OR FACILITIES (GC § 54957)
  - a. Consultation with:\_\_\_\_\_
- G. PUBLIC EMPLOYEE APPOINTMENT
  - a. Title: Public Defender
- H. PUBLIC EMPLOYMENT (GC § 54957)
  - a. Title:
- I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC § 54957)
  - a. Title:
- J. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (GC § 54957)
  - a. No information required
- K. CONFERENCE WITH LABOR NEGOTIATORS (GC § 54957.6);

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



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

L. CASE REVIEW/PLANNING (GC § 54957.8)

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

a. Estimated year of public disclosure: \_\_\_\_\_

N. HEARINGS

a. Subject matter: \_\_\_\_\_  
(nature of hearing, i.e. medical audit comm.,  
quality assurance comm., etc.)



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## Agenda Submittal

<b>Agenda #:</b>	2	<b>Status:</b>	Presentation
<b>Type:</b>	Resolution-Presentation	<b>Department:</b>	Sheriff's Office
<b>File #:</b>	19-675	<b>Contact:</b>	Angelica Russell, 784-7064
<b>Agenda date:</b>	09/24/2019	<b>Final Action:</b>	
<b>Title:</b>	Adopt and present a resolution and plaque of appreciation honoring Correctional Officer James Montoya upon his retirement from the Sheriff's Office with over 33 years of dedicated public service to Solano County (Supervisor Vasquez)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 4		
<b>Attachments:</b>	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 Sheriff recommends that the Board of Supervisors adopt and present a resolution and plaque of appreciation honoring Correctional Officer James Montoya upon his retirement from the Sheriff's Office with over 33 years of dedicated public service to Solano County.

### **SUMMARY/DISCUSSION:**

James Montoya began his career with Solano County's Sheriff's Office as an extra-help Correctional Officer on March 17, 1986; on September 20, 1986 he transitioned to Correctional Officer Trainee; on March 22, 1987 he promoted to Correctional Officer (Entry); and on June 28, 1987 was promoted to Correctional Officer whereby he served until his retirement. During his career, Officer Montoya worked numerous positions within the Custody Division including, but not limited to, Floor Officer, Court Holding Officer, and Classification Officer.

Officer Montoya was known for his ability to develop a good rapport with both staff and inmates alike and cooperated with everyone to get the job done.

Officer Montoya also served in the United States Air Force as a C-5A Maintenance Specialist and continued to serve his country during his career with the United States Army Reserve.

Officer Montoya was a highly respected and valued member of the Sheriff's Office and will be greatly missed by his friends and co-workers. The resolution honors James Montoya for over 33 years of service and commends his dedication and public service to Solano County. Officer Montoya's official last date of employment with the Sheriff's Office was August 16, 2019.

### **FINANCIAL IMPACT:**

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

**ALTERNATIVES:**

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

**OTHER AGENCY INVOLVEMENT:**

None.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# Resolution No. 2019 -

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING CORRECTIONAL OFFICER JAMES MONTOYA UPON HIS RETIREMENT FROM THE SOLANO COUNTY SHERIFF'S OFFICE WITH OVER 33 YEARS OF DEDICATED SERVICE TO SOLANO COUNTY**

**WHEREAS**, James Montoya began his career with Solano County's Sheriff's Office as an Extra-Help Correctional Officer on March 17, 1986; on September 20, 1986 he transitioned to Correctional Officer Trainee; on March 22, 1987 he promoted to Correctional Officer (Entry); and on June 28, 1987 was promoted to Correctional Officer, whereby he served until his retirement; and

**WHEREAS**, during his career, Officer Montoya worked numerous positions within the Custody Division including, but not limited to, Floor Officer, Court Holding Officer, and Classification Officer; and

**WHEREAS**, Officer Montoya was known for his ability to develop a good rapport with both staff and inmates alike and cooperated with everyone to get the job done; and

**WHEREAS**, Officer Montoya also served in the United States Air Force as a C-5A Maintenance Specialist, and continued to serve his country during his career with the United States Army Reserve; and

**WHEREAS**, Officer Montoya was a highly respected and valued member of the Sheriff's Office and will be greatly missed by his friends and co-workers; and

**WHEREAS**, Officer Montoya retired on August 16, 2019 with over 33 years of outstanding and dedicated service to Solano County.

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

Dated this 24<sup>th</sup> day of September, 2019

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ERIN HANNIGAN, Chairwoman  
Solano County Board of Supervisors

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

By: \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk



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## Agenda Submittal

<b>Agenda #:</b>	3	<b>Status:</b>	Presentation
<b>Type:</b>	Resolution-Presentation	<b>Department:</b>	Health and Social Services
<b>File #:</b>	19-702	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	09/24/2019	<b>Final Action:</b>	
<b>Title:</b>	Adopt and present a resolution and plaque of appreciation recognizing Maria G. Ramirez, Office Assistant III, upon her retirement from Health & Social Services, Behavioral Health Division, with over 29 years of dedicated public service to Solano County (Supervisor Thomson)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Resolution		

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

Public Hearing Required? Yes ☐ No ☒

### DEPARTMENTAL RECOMMENDATION:

Solano County Health and Social Services (H&SS) recommends that the Board adopt and present a resolution and plaque of appreciation recognizing Maria G. Ramirez, Office Assistant III, upon her retirement from the Department of Health & Social Services, Behavioral Health Division, with over 29 years of public service to Solano County.

### SUMMARY/DISCUSSION:

Maria G. Ramirez was hired by Solano County Health & Social Services, Public Health Division in May 1990, as an Extra Help Medical Assistant and went on to become a permanent employee in January 1992. Her career in Solano County extended over 29 years, during which she was committed to the medical and behavioral health service needs of Solano County residents who received County services.

Ms. Ramirez worked in the capacity of Medical Assistant and then promoted to an Office Assistant III where she worked in various Fairfield and Vallejo locations. She started her Solano County employment at Prenatal Care in the former Solano County Hospital in Fairfield until that program was transferred to North Bay Medical Center. After that, Ms. Ramirez worked in the County Primary Care Clinic in Vallejo, and later promoted to Office Assistant III in Fairfield where she welcomed and registered clients and supported her supervisor and the clinic administration.

In 2013, Ms. Ramirez transferred to the Adult Mental Health Outpatient Clinic in Fairfield as an Office Assistant III, which was under the oversight of the Public Health Division until 2014 when it transferred to the Behavioral Health Division's oversight. In the Adult Mental Health Outpatient Clinic, Ms. Ramirez provided front desk and operational support until her retirement.

Ms. Ramirez has cared for the needs of the adult mental health client population and is proud of the quality services that she supported through the Adult Mental Health Outpatient Clinic. Her bicultural/bilingual knowledge of the Spanish language and culture assisted clients on the phone, at the front desk, and when necessary, the mental health providers.

On behalf of the many clients and employees she has served and supported, H&SS recognizes Maria G. Ramirez for over 29 years of service to Solano County.

**FINANCIAL IMPACT:**

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

**ALTERNATIVES:**

The Board could choose to not approve the plaque of appreciation and resolution. This is not recommended as this is an opportunity to recognize Ms. Ramirez's long-term employment and contributions to Solano County at her retirement.

**OTHER AGENCY INVOLVEMENT:**

None.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# Resolution No. 2019 -

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING MARIA G. RAMIREZ, UPON HER RETIREMENT FROM THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES, BEHAVIORAL HEALTH DIVISION WITH OVER 29 YEARS OF DEDICATED SERVICE TO SOLANO COUNTY**

**WHEREAS**, Maria G. Ramirez is a 30-year resident of Fairfield; and

**WHEREAS**, Ms. Ramirez is an alumna of the Hispanic University in Oakland, CA where she graduated with an associate degree in Health Sciences and completed a Medical Assistant program; and

**WHEREAS**, Ms. Ramirez has a long career in Solano County's Health and Social Services programs, beginning with her employment as a Medical Assistant in the "Comprehensive Prenatal Services: A Baby's Coming" Program in Public Health on May 24, 1990; and

**WHEREAS**, over her 29 year career, Ms. Ramirez served youth and adults in multiple Fairfield and Vallejo medical clinics and programs and, in 2013, transferred to the Adult Mental Health Outpatient Clinic in Fairfield; and

**WHEREAS**, as an Office Assistant III, Ms. Ramirez worked as a part of a team offering administrative and operational support to the clients and service providers in the Fairfield Adult Mental Health Outpatient Clinic, the County's largest outpatient adult mental health clinic; and

**WHEREAS**, Ms. Ramirez's dedication to her work, her knowledge of the Latino culture, and ability to provide services to youth and adults in their native language Spanish was greatly appreciated; and

**WHEREAS**, Ms. Ramirez worked a lengthy, high pressure telephone intervention with multiple clinical staff where she assisted in engaging and ultimately helped to rescue and save the life of a suicidal Spanish-speaking client.

**NOW, THEREFORE BE IT RESOLVED**, that the Solano County Board of Supervisors hereby recognizes Maria G. Ramirez for over 29 years of dedicated services in support of the health and well-being of the residents of Solano County, and wishes her a long, well-deserved retirement where she will enjoy traveling and spending more time with her family.

Dated this 24<sup>th</sup> day of September, 2019

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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

<b>Agenda #:</b>	4	<b>Status:</b>	Presentation
<b>Type:</b>	Resolution	<b>Department:</b>	Resource Management
<b>File #:</b>	19-741	<b>Contact:</b>	Jagjinder Sahota, 784-3308
<b>Agenda date:</b>	09/24/2019	<b>Final Action:</b>	
<b>Title:</b>	Adopt and present a resolution and plaque of appreciation honoring Matthew Geisert, Hazardous Materials Specialist Supervisor, upon his retirement from the Department of Resource Management with 31 years of public service, including 18 years of dedicated service to Solano County (Chairwoman Hannigan)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	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 Resource Management recommends that the Board of Supervisors adopt and present a resolution and plaque of appreciation honoring Matthew Geisert, Hazardous Materials Specialist Supervisor, upon his retirement from the Department of Resource Management with 31 years of public service, including 18 years of dedicated service to Solano County.

### SUMMARY/DISCUSSION:

Matthew Geisert will be retiring on September 30, 2019 as a Hazardous Materials Specialist Supervisor with the Department of Resource Management after 18 years of excellent service to Solano County and its residents, and with a total of thirty-one years of public service at the federal and local level.

Mr. Geisert obtained his Master of Science degree in Environmental Studies from the Southern Illinois University in 1987 and began his public service career in 1988 by working for the US Department of Labor-Occupational Safety and Health Administration (OSHA). At OSHA, Mr. Geisert helped improve worker safety by investigating chemical accidents that occurred at various facilities. As a result of his diligent investigative work he received OSHA's special achievement award. Mr. Geisert then worked as a Hazardous Materials Specialist for the Yolo County Environmental Health Division from 1990 to 2000, and he received Yolo County's customer service award in 1998.

Mr. Geisert began his career with the Department of Resource Management on November 27, 2000 as a Senior Environmental Health Specialist. He was assigned work in the Local Oversight Program responsible for the cleanup of leaky underground fuel tanks and for compliance inspections at various hazardous materials and hazardous waste facilities throughout Solano County. In 2001 Mr. Geisert was recognized by his peers and received the Department's Star Performer Award for his excellent service to the regulated community and



residents. Mr. Geisert was then promoted to the Environmental Health Supervisor on March 31, 2002. This position was reclassified as the Hazardous Materials Specialist Supervisor in 2003.

Mr. Geisert's knowledge and experience coupled with his pragmatic approach and willingness to take on additional responsibilities made him a valuable member of the Department's supervisory team and a resource to the County. As a Hazardous Materials Specialist Supervisor, Mr. Geisert was primarily responsible for overseeing the hazardous materials section within the Environmental Health Division to ensure the safe storage, handling, treatment and disposal of hazardous materials and waste and cleanup of leaking underground fuel tanks. He provided guidance and training to staff, ensured the County complied with state mandated regulatory program requirements, oversaw the successful completion of multiple state audits of the programs, and found opportunities to provide trainings to businesses to enhance compliance.

Mr. Geisert was also instrumental in development of new programs, or refinement of existing programs, to comply with state mandates. For example, he was a member of the Governor's Interagency Refinery Task Force (IRTF) and assisted in the development of statewide refinery safety regulations known as the Program 4 that became effective in October 2017. Program 4 requirements were designed to prevent the accidental release of hazardous substances from refineries and enhance safety by requiring the refineries to adopt safer designs and processes and encouraging a workplace safety culture. As part of this process Mr. Geisert developed a Program 4 requirements inspection checklist and a guidance document for use during refinery inspections, which was the first checklist to be developed and served as a template for other agencies throughout the state. Mr. Geisert also helped to develop the Waste Tire Enforcement program through a grant from CalRecycle. From December 2009 to December 2017 Mr. Geisert was assigned supervision of the land use, sewage disposal and well programs in Environmental Health in addition to his supervision of the Hazardous Materials section. In this capacity he provided guidance to staff in these programs, interacted with developers, contractors and consultants, and helped develop Solano County's Local Agency Management Plan for permitting and inspection of the onsite waste water systems or septic systems, which was approved by the State Water Boards in 2016.

Mr. Geisert has also been called upon by other Departments and agencies to assist with issues related to hazardous materials. For example, he often served as a technical expert for General Services in review of projects or contracts involving hazardous materials or site cleanup. He also provided technical expertise to the Solano County Administrators Interagency Hazardous Materials Team.

Needless to say, Mr. Geisert's career has been exceptional. He has provided invaluable support to the Department of Resource Management, its employees, and the public, exhibiting a "can-do", willing to help, a pleasant and positive attitude and unique sense of humor that has earned him the respect of all whom he has worked with. While he will be missed, we are glad that he will have all the time necessary to travel and to play with his grandchildren. We wish him well in all his future endeavors.

#### **FINANCIAL IMPACT:**

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

#### **ALTERNATIVES:**

The Board could choose not to present a plaque of appreciation. This is not recommended as it is an opportunity to acknowledge Mr. Geisert's dedicated service to Solano County.

#### **OTHER AGENCY INVOLVEMENT:**

There were no other agencies involved in the preparation of this report, though Mr. Geisert has worked collaboratively with many County departments, interagency groups, and state and federal agencies in his tenure with Solano County.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# Resolution No. 2019 -

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS  
HONORING MATTHEW GEISERT, HAZARDOUS MATERIALS SPECIALIST  
SUPERVISOR, UPON HIS RETIREMENT FROM THE DEPARTMENT OF RESOURCE  
MANAGEMENT WITH 31 YEARS OF PUBLIC SERVICE, INCLUDING 18 YEARS OF  
DEDICATED SERVICE TO SOLANO COUNTY**

**WHEREAS**, Matthew Geisert obtained a Master of Science degree in Environmental Studies from Southern Illinois University in 1987; and

**WHEREAS**, Mr. Geisert worked as an Industrial Hygienist for the US Department of Labor-Occupational Safety and Health Administration (OSHA) from 1988 through 1990; and

**WHEREAS**, Mr. Geisert then worked as a journey and senior Hazardous Materials Specialist for Yolo County from 1990 through 2000 and received Yolo County's customer service award in 1998; and

**WHEREAS**, Mr. Geisert began his career as a Senior Hazardous Materials Specialist in Solano County on November 27, 2000, received the Department of Resource Management's Star Performer Award for his excellent public service in 2001, and was promoted to a Hazardous Materials Specialist Supervisor on March 31, 2002; and

**WHEREAS**, during his tenure as a Hazardous Materials Specialist Supervisor, Mr. Geisert oversaw the implementation of the hazardous materials, waste tire, and Local Oversight programs, helped develop Solano County's Local Agency Management Plan for permitting and inspection of onsite waste water systems which was approved by the State Water Board in 2016, and served as a technical expert for other Departments; and

**WHEREAS**, Mr. Geisert's knowledge and experience coupled with his pragmatic approach and willingness to take on additional responsibilities gained him the respect of management and staff and made him a valuable resource to the County such that he will be missed by all.

**NOW, THEREFORE BE IT RESOLVED**, that the Solano County Board of Supervisors recognizes Matthew Geisert for 18 years of outstanding and dedicated service to the residents of Solano County, and wishes him well in his retirement and future endeavors.

Dated this 24<sup>th</sup> day of September 2019

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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

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## Agenda Submittal

<b>Agenda #:</b>	5	<b>Status:</b>	Presentation
<b>Type:</b>	Miscellaneous	<b>Department:</b>	General Services
<b>File #:</b>	19-727	<b>Contact:</b>	Megan Greve, 784-7900
<b>Agenda date:</b>	09/24/2019	<b>Final Action:</b>	
<b>Title:</b>	Receive a presentation from the Department of General Services on the selection of Brandon Henderson for the "Employee of the Month" Parking Program for October 2019		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>			

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

### **DEPARTMENTAL RECOMMENDATION:**

It is recommended that the Board receive a presentation by the Department of General Services on the selection of Brandon Henderson as the October 2019 "Employee of the Month" for the County Administration Center Parking Program, making him eligible to use the parking space designated for this program.

### **SUMMARY:**

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

### **FINANCIAL IMPACT:**

The cost associated with preparing this agenda item is nominal and absorbed by the Department's FY2019/20 Adopted Budget.

### **DISCUSSION:**

Mr. Henderson began his career with the County on December 8, 2003 as an Extra Help Custodian for the Department of General Services and nine months later was hired as a full-time Custodian. In September 2008 he was promoted to Lead Custodian and in June 2013 to his current position of Custodial Supervisor within the Facilities Operations Division, Custodial Services Bureau.

Mr. Henderson is an integral part of the Facilities Operations Division. During his 15+ year tenure with General Services, he has amassed significant institutional knowledge while assisting the Facilities Operations Manager in day to day operations. He is completing a capstone project with International Executive House

Keeping Association (IEHA). When complete, Mr. Henderson will be one of 34 people worldwide certified as an Environmental Sustainability Professional. Mr. Henderson is incorporating lessons learned into our daily operations improving operational efficiencies, cleaning techniques, and sustainable product selection. He provides excellent customer service and he spearheads special projects such as floor care, carpet care, and deep cleaning that improve workspace, public areas, and extend the lifecycle of our facilities. He is also instrumental in preparing and monitoring the Custodial Bureau budget and holds himself and his team accountable in performing duties in accordance with the custodial operations manual resulting in excellent customer service. His attention to detail, proactive approach, and professional development efforts have served as a model for others to follow.

As a valuable member of the General Services team, Mr. Henderson is commended and recognized for exemplifying the Department's core values of teamwork, flexibility, communication, professionalism and positive attitude. As such, he has been selected as the October 2019 "Employee of the Month."

**ALTERNATIVES:**

The Board could elect to name someone else as the "Employee of the Month"; however, this alternative is not recommended since Mr. Henderson is deserving of the Board of Supervisors "Employee of the Month" Parking Program.

**OTHER AGENCY INVOLVEMENT:**

None.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**



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## Agenda Submittal

<b>Agenda #:</b>	6	<b>Status:</b>	Presentation
<b>Type:</b>	Resolution-Presentation	<b>Department:</b>	Health and Social Services
<b>File #:</b>	19-677	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	09/24/2019	<b>Final Action:</b>	
<b>Title:</b>	Adopt and present a resolution recognizing the 1 year anniversary of the Solano Safety Opioid Coalition, "Drug Safe Solano," for its collaborative work to prevent opioid overdoses and deaths in Solano County (Chairwoman Hannigan)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Resolution		

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

### **DEPARTMENTAL RECOMMENDATION:**

The Department of Health and Social Services (H&SS) recommends the Board adopt and present a resolution recognizing the 1 year anniversary of the Solano Opioid Safety Coalition, "Drug Safe Solano," for its collaborative work to prevent opioid overdoses and deaths in Solano County.

### **SUMMARY/DISCUSSION:**

Established in September 2018 with funding from MedMark Treatment Centers in Fairfield, the coalition was recently re-branded as "Drug Safe Solano" and is transitioning from management by the Solano Coalition for Better Health to Touro University. The coalition now includes over 50 participants representing 35 organizations from a cross section of local hospitals, health clinics, law enforcement, Courts, County agencies, first responders, community-based organizations and concerned citizens. Their mission is to save lives by increasing awareness about opioid addiction in the public and among medical providers. The participants have developed action teams to achieve the coalition's goals: 1) reduce opioid prescription rates, 2) increase access to medication assisted treatment (MAT) outpatient treatment and resources, 3) increase availability of naloxone for emergency rescue by first responders and others in the community, and 4) promote safe disposal of prescriptions.

Education regarding opioid use is a significant component of the work of the coalition. The Solano Medical Society and Partnership Health Plan (PHP) both provided safe prescribing guidelines to the coalition. The guidelines are available online at [www.drugsafesolano.org](http://www.drugsafesolano.org) <<http://www.drugsafesolano.org>>.

The Solano Medical Society, in partnership with the East Bay Safe Prescribing Coalition, has organized webinars on pain management for physicians and a MAT waiver eligibility training; authority to prescribe MAT requires a training to receive an "X-waiver." PHP reports that opioid prescriptions for PHP members decreased in the past year in the County.

Additionally, the coalition has provided educational training, including training at County libraries, about the opioid epidemic and resources for the community. Coalition members also attended multiple outreach events reaching roughly 100 individuals. The coalition's website was developed to increase the work of the coalition and inform the community about the opioid epidemic and resources for the community.

The opioid coalition has been represented in the County's MAT learning collaborative which is focused on improving access to MAT for inmates in the County jail. This fall, the staff that work at the County Jail will begin to prescribe MAT for individuals who enter the jail on MAT. In addition, the MAT learning collaborative will be working with Touro University students who will provide naloxone education to inmates and supply them with naloxone upon release from jail.

MedMark received a "hub and spoke" grant from the Department of Health Care Services (DHCS). As the "hub," MedMark's goal is to partner with more community prescribers, having engaged 11 "spokes" with 38 prescribers, thereby increasing the availability of MAT services across the County.

Involved participants are working together to improve the data collection methodologies associated with opioid overdoses and deaths. It is estimated that nearly 4,000 individuals in the County have an opioid use disorder and most are not in treatment. All Sheriff deputies have been trained in administering naloxone and the Sheriff Department is working with other Police Departments so that all law enforcement in the County are capable of saving lives with Naloxone.

#### **FINANCIAL IMPACT:**

Costs associated with the preparation of this Board item and resolution are included in the Department's FY 2019/20 Adopted Budget.

#### **ALTERNATIVES:**

The Board could decide not to approve this resolution. This is not recommended as the opioid crisis is a national health epidemic with local impact and recognition by the Board furthers the goals of the coalition.

#### **OTHER AGENCY INVOLVEMENT:**

35 agencies participate in the coalition, including multiple County agencies, private community health clinics, local hospitals, and substance use treatment providers and advocates.

#### **CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# Resolution No. 2019 -

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING THE 1 YEAR ANNIVERSARY OF “DRUG SAFE SOLANO” AND ITS WORK TO SAVE LIVES FROM OPIOID OVERDOSES**

**WHEREAS**, drug overdoses have taken over 700,000 lives in the U.S. in the past two decades; the opioid epidemic is taking over 2,000 lives a year in California and, as opposed to most states, California's rate is still rising; and

**WHEREAS**, the opioid epidemic has come in three waves: first over-prescribing of opioids; second, users of legitimate opioids substituting heroin for opioids when prescriptions are reduced, as 80% of people using heroin today started with prescription opioids; and third, with the introduction of fentanyl, a drug 50 to 100 times more potent than morphine; and

**WHEREAS**, in September 2018, the Solano Opioid Safety Coalition, now known as “Drug Safe Solano,” formed to convene monthly meetings of medical professionals, drug treatment providers, and law enforcement, to address treatment and prevention of opioid use disorder; and

**WHEREAS**, the 2017 rate of opioid prescribing in Solano County (654 per 1,000 residents) is above the State average (517 per 1,000 residents); and

**WHEREAS**, the County Sheriff's Office reported that it observed 571 drug withdrawals among inmates being admitted to the County jail in the past year; and

**WHEREAS**, naloxone can be used to reverse drug overdoses. Most law enforcement in Solano County did not carry it back in 2016, however most do carry it now and have used it to reverse at least 12 drug overdoses in the last year; and

**WHEREAS**, the California Department of Public Health relies heavily on local non-profits to take the lead in increasing access to opioid use disorder treatment and prevention; and

**WHEREAS**, medication-assisted treatment (MAT) is a comprehensive way to treat opioid use disorder and access to MAT has increased over the last year in Solano County.

**NOW, THEREFORE BE IT RESOLVED**, that the Solano County Board of Supervisors commends “Drug Safe Solano”, the organizations that have managed the coalition, the Solano Coalition for Better Health, Touro University and the County's participating medical professionals, first responders, treatment providers, and law enforcement partners in their life-saving work to prevent and treat opioid use disorder.

Dated this 24<sup>th</sup> day of September, 2019

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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

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## Agenda Submittal

<b>Agenda #:</b>	7	<b>Status:</b>	Presentation
<b>Type:</b>	Resolution-Presentation	<b>Department:</b>	Health and Social Services
<b>File #:</b>	19-701	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	09/24/2019	<b>Final Action:</b>	
<b>Title:</b>	Adopt and present a resolution recognizing September 23-29, 2019 as Fall Prevention Week in Solano County (Supervisor Spering)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Resolution		

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

### **DEPARTMENTAL RECOMMENDATION:**

The Department of Health and Social Services (H&SS) recommends that the Board adopt and present a resolution recognizing September 23-29, 2019 as Fall Prevention Week in Solano County.

### **SUMMARY/DISCUSSION**

The County of Solano has more than 99,000 residents who are age 60 years and older, and between 2018 and 2024 the senior population in the County is expected to increase by 23% to over 122,000. Solano County and the Napa/Solano Area Agency on Aging both plan and administer a variety of federal, State and local programs to assist older and functionally impaired adults and their families to maximize self-sufficiency, safety, health, and independence so that they can remain living independently in the community for as long as possible and maintain the highest quality of life. One such program is the Fall Prevention Program.

The Fall Prevention Program was established by the federal Older Americans Act and the Older Californians Act has established a similar fall prevention program aimed at reducing falls among older adults, thereby allowing seniors to live healthy and independent lives. The Fall Prevention Program may include funding from Title III B and Title III D of the Older Americans Act. Local fall prevention activities include: Tai Chi Quan strength and balance training using the Stopping Elderly Accidents, Deaths, and Injuries (STEADI) fall risk assessment checklist; A Matter of Balance classes to reduce the fear of falling and increase activity levels; and Bingocize classes which improve lower/upper body strength, encourage social engagement and provide knowledge of the risk for falls.

### **FINANCING:**

The costs associated with preparing this agenda item are nominal and are absorbed by the Department's FY2019/20 Adopted Budget. There is no additional financial impact to the County General Fund.

**ALTERNATIVES:**

The Board may choose not to approve this resolution. This is not recommended because this is an opportunity to raise awareness about the dangers of falls, particularly for older residents, and how to prevent them.

**OTHER AGENCY INVOLVEMENT:**

None.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# Resolution No. 2019 -

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING SEPTEMBER 23 - 29, 2019 AS FALL PREVENTION AWARENESS WEEK IN SOLANO COUNTY**

**WHEREAS**, the County of Solano has more than 99,000 residents who are age 60 years and older; and

**WHEREAS**, the California State Department of Finance, Demographic Research Unit projects Solano County's senior population to increase by 23% to over 122,000 by 2024; and

**WHEREAS**, the County of Solano and the Napa/Solano Area Agency on Aging plan and administer a variety of federal, State and local programs to assist older and functionally impaired adults and their families to maximize self-sufficiency, safety, health and independence; and

**WHEREAS**, a Fall Prevention Program has been established by the federal Older Americans Act and the Older Californians Act has established a similar fall prevention program aimed at reducing falls among older adults, thereby allowing seniors to live healthy and independent lives; and

**WHEREAS**, the Fall Prevention Program may include funding from Title III B and Title III D of the Older Americans Act; and

**WHEREAS**, local Fall Prevention activities include: Tai Chi Quan strength and balance training; A Matter of Balance classes which can reduce the fear of falling and increase activity levels; and Bingocize classes to improve lower/upper body strength, encourage social engagement and provide knowledge of the risk for falls; and

**WHEREAS**, Solano County's seven cities have senior centers and other community-based agencies that provide a myriad of opportunities for seniors to stay active and engaged in maintaining their own physical and mental health and the well-being of their communities.

**NOW, THEREFORE BE IT RESOLVED**, that the Solano County Board of Supervisors does hereby recognize September 23-29, 2019 as Fall Prevention Week in Solano County and encourages all seniors to stay actively engaged to maximize self-sufficiency, safety, health and independence.

Dated this 24<sup>th</sup> day of September, 2019

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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

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## Agenda Submittal

<b>Agenda #:</b>	8	<b>Status:</b>	Presentation
<b>Type:</b>	Resolution-Presentation	<b>Department:</b>	Health and Social Services
<b>File #:</b>	19-598	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	09/24/2019	<b>Final Action:</b>	
<b>Title:</b>	Adopt and present a resolution recognizing October 2019 as Sudden Infant Death Syndrome Awareness Month in Solano County (Supervisor Vasquez)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	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:**

Solano County Health & Social Services (H&SS) recommends that the Board of Supervisors adopt and present a resolution recognizing October 2019 as Sudden Infant Death Syndrome Awareness Month in Solano County to support activities that promote risk reduction and awareness of safe sleep practices.

### **SUMMARY:**

The Centers for Disease Control and Prevention (CDC) recognizes October of each year as Sudden Infant Death Syndrome (SIDS) Awareness Month. H&SS' Public Health Division, Maternal, Child and Adolescent Health (MCAH) Bureau joins the CDC and the California Department of Public Health (CDPH) in recognizing October as SIDS Awareness Month to increase public awareness about the importance of SIDS and the steps Solano County residents can take to reduce the risks for SIDS. This resolution acknowledges the commitment by the community to reduce rates of SIDS and the need to follow safe sleep recommendations to promote and protect the health of infants and their families.

### **FINANCIAL IMPACT:**

The staff time associated with the preparation of the agenda item is nominal and absorbed by the Department's FY2019/20 Adopted Budget. The costs associated with preparation and purchase of the resolution materials are included in the Board's FY2019/20 Adopted Budget. Staff time associated with planning SIDS Awareness activities is included in the Department's FY2019/20 Adopted Budget. There is no additional impact to the County General Fund.

### **DISCUSSION:**

H&SS, Public Health Division, MCAH Bureau sponsors activities in Solano County throughout the year, and

especially during the month of October, to promote awareness and risk reduction of Sudden Infant Death Syndrome (SIDS). Together with the CDC and CDPH, H&SS, Public Health Division, MCAH recognizes that infant deaths from SIDS are a great loss for Solano County families and the community; therefore, SIDS should be addressed as a significant public health issue.

SIDS is defined as the sudden death of an infant, that is less than one year of age, that cannot be explained after a thorough investigation is conducted. According to the CDC, SIDS is the fourth leading cause of death among all infants in the United States and is the leading cause of death among infants between one month and one year of age. According to CDPH, SIDS is the third leading cause of death for all infants in the State of California. SIDS also disproportionately affects American Indian/Alaska Native and Non-Hispanic, African-American infants. In 2018, SIDS accounted for two (2) infant deaths in Solano County. Because the number of SIDS deaths in Solano County is small, they may vary greatly from year to year. We have not seen a statistically significant trend upward or downward in the last 20 years.

The cause of SIDS remains unknown; however, risk factors for SIDS have been identified, which include prematurity, placing a baby on its stomach to sleep, maternal smoking, and co-sleeping, especially on couches. In 2016, the American Academy of Pediatrics published an updated set of recommendations for reducing the risk of SIDS. These recommendations include placing babies on a firm surface and on their backs to sleep, room-sharing without bed-sharing, never smoking around the baby, not letting a baby overheat during sleep, and keeping soft objects out of a baby's sleep area. Prenatal care, breastfeeding, immunizations, and regular well-child checks are also important recommendations, as well as placing infants in the belly-down position for time to play while supervised and awake.

In FY2018/19, the MCAH Bureau collaborated with Solano Family Health Services clinics, Solano Sheriff-Coroner's Office, and a local SIDS parent who also serves as the Fire Chief of the Vacaville Fire Department to film a 16-minute Facebook Live discussion about SIDS, safe sleep environment practices, and risk reduction recommendations. The Facebook Live event, which is still available on the Solano Sheriff-Coroner Office's Facebook page, has reached more than 5,400 people and has been shared 27 times. The MCAH Bureau plans to re-share this video on the Solano Public Health Facebook page in October 2019 to disseminate the information to new viewers and to remind parents and other caregivers in Solano about the significance of its message on safe sleep for infants.

During October 2019, SIDS awareness and education activities coordinated by the MCAH Bureau will include publishing educational SIDS-related articles in local print and online newspapers, disseminating information via social media platforms such as Facebook and Instagram, setting up informational displays at local libraries, providing information at local health fairs and community events, and partnering with local prenatal care and pediatric providers within and outside of the Solano County Family Health Services (FHS) clinics to provide current information about safe sleep practices to expectant parents and their families.

The MCAH Bureau recognizes the significance of its home visiting programs for dissemination of SIDS awareness and education to Solano County families. All newly hired home visitors are required to complete initial training about safe sleep practices within six months of their hire date, and to attend annual refresher trainings thereafter. Home visitors have direct contact with new parents in their homes and can inspect home environments and provide one-on-one education with new parents about SIDS risk reduction and safe sleep practices. Home visitors also address potential socioeconomic and cultural challenges and barriers to creating safe sleep environments for infants in new parents' homes.

## **ALTERNATIVES**

The Board could choose not to recognize October 2019 as SIDS Awareness Month in Solano County. This is not recommended as this resolution encourages and supports awareness of the availability and need for education, research, and risk-reduction activities related to SIDS.

**OTHER AGENCY INVOLVEMENT:**

Partner agencies joining H&SS, Public Health Division, Maternal, Child and Adolescent Health Bureau in efforts to reduce risk of SIDS include Solano County prenatal care providers participating in the Comprehensive Perinatal Services Program and Solano Perinatal Network, Partnership HealthPlan of California, First 5 Solano, Kaiser Permanente Napa-Solano, the Vacaville Fire Department, and the Solano County Sheriff-Coroner's Office.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# Resolution No. 2019 –

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING OCTOBER 2019 AS SUDDEN INFANT DEATH SYNDROME AWARENESS MONTH IN SOLANO COUNTY**

**WHEREAS**, each year in the United States, more than 1,400 infants die of Sudden Infant Death Syndrome (SIDS), making SIDS the fourth leading cause overall of infant mortality in the United States; and

**WHEREAS**, although the overall rate of SIDS in the United States has declined by more than half since 1990, rates have declined less among non-Hispanic, African-Americans and American Indian/Alaska Natives; and

**WHEREAS**, risk reducing practices such as always placing a baby on his or her back to sleep on a firm mattress, room-sharing without bed-sharing, keeping soft toys and blankets out of a baby's sleep area, keeping a baby warm but not hot and never smoking around a baby all lower the risk of SIDS; and

**WHEREAS**, full-term infants and infants who are born at optimum birth weight (more than 5.8 pounds) have lower risks of SIDS; and

**WHEREAS**, Solano County Health & Social Services' Public Health Division, Maternal, Child and Adolescent Health Bureau is coordinating awareness, education, health and risk reduction related activities across the County during the month of October.

**NOW, THEREFORE BE IT RESOLVED**, that the Solano County Board of Supervisors hereby recognizes the month of October 2019 as SIDS Awareness Month in Solano County and urges all residents to support the health and well-being of all infants and their families.

Dated this 24<sup>th</sup> 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

<b>Agenda #:</b>	9	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Meeting Attendance Report	<b>Department:</b>	Clerk of the Board of Supervisors
<b>File #:</b>	19-738	<b>Contact:</b>	Jeanette Neiger, 784-6125
<b>Agenda date:</b>	09/24/2019	<b>Final Action:</b>	
<b>Title:</b>	Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Appointment List		

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

### **DEPARTMENTAL RECOMMENDATION:**

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

### **SUMMARY:**

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

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

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

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

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



# 2019 BOARD OF SUPERVISORS APPOINTMENTS

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

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

# 2019 BOARD OF SUPERVISORS APPOINTMENTS

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

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

# 2019 BOARD OF SUPERVISORS APPOINTMENTS

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

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



# Solano County

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

## Agenda Submittal

**Agenda #:** 10  
**Type:** Minutes  
**File #:** 19-739  
**Agenda date:** 09/24/2019  
**Status:** Consent Calendar  
**Department:** Clerk of the Board of Supervisors  
**Contact:** Jeanette Neiger, 784-6125  
**Final Action:**  
**Title:** Approve the minutes of the Solano County Board of Supervisors meetings of August 27, September 10, and September 14, 2019 and the Solano County Housing Authority minutes of August 27, 2019  
**Governing body:** Board of Supervisors  
**District:** All  
**Attachments:** A - Minutes - August 27, 2019, B - Minutes - September 10, 2019, C - Minutes - September 14, 2019, D - Housing Authority Minutes - August 27, 2019

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

### DEPARTMENTAL RECOMMENDATION:

Presented for your approval are the minutes of the Solano County Board of Supervisors meetings of August 27, September 10, and September 14, 2019 and the Solano County Housing Authority minutes of August 27, 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*

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Tuesday, August 27, 2019

8:30 AM

Board of Supervisors Chambers

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### CALL TO ORDER

*The Solano County Board of Supervisors met on the 27th 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 Spering, Vasquez and Thomson. Chairwoman Hannigan was excused. Vice-Chair Brown presided. Also present were County Administrator Birgitta E. Corsello and Assistant County Counsel Azniv Darbinian.*

### ROLL CALL

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

### CLOSED SESSION

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

- 1      [19-654](#)      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. Vacaville Community Association et al.

Conference with Legal Counsel: Potential Litigation: One case

Attachments: [A - Memorandum](#)

## RECONVENE

*This meeting of the Solano County Board of Supervisors reconvened at 9:00 A.M. All members were present and Vice-Chair Brown presided.*

## REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

*Assistant County Counsel Azniv Darbinian advised that there were no reports from Closed Session.*

*Vice-Chair Brown advised that the Board would return to Closed Session at the conclusion of the Regular Calendar.*

## 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      [19-633](#)      Adopt and present a resolution and plaque of appreciation honoring Deputy Sheriff David H. Curl upon his retirement from the Sheriff's Office with over 32 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 Vasquez, the Board adopted and presented Resolution No. 2019-160 honoring Deputy Sheriff David H. Curl upon his retirement from the Sheriff's Office with over 32 years of dedicated public service to Solano County. So ordered by 4-0 vote. (see Resolution Book)

Enactment No: Resolution 2019-160

- 3      [19-586](#)      Adopt and present a resolution and plaque of appreciation honoring Renee Smith, Social Worker II, upon her retirement from the Department of Health & Social Services, Employment & Eligibility Division, with over 21 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 Brown, the Board adopted and presented Resolution No. 2019-161 honoring Renee Smith, Social Worker II, upon her retirement from the Department of Health & Social Services, Employment & Eligibility Division, with over 21 years of dedicated public service to Solano County. So ordered by 4-0 vote. (see Resolution Book)**

**Enactment No: Resolution 2019-161**

- 4      [19-632](#)      Present a plaque honoring Angelica Freeland, Public Defender Investigator, upon her retirement from the Solano County Public Defender's Office with over 16 years of public service to Solano County (Supervisor Thomson)

*Attachments:*      [Minute Order](#)

**On motion of Supervisor Thomson, seconded by Supervisor Vasquez, the Board approved and presented a plaque honoring Angelica Freeland, Public Defender Investigator, upon her retirement from the Solano County Public Defender's Office with over 16 years of public service to Solano County. So ordered by 4-0 vote.**

- 5      [19-580](#)      Receive a presentation by the Human Resources Department on the selection of Antoinette Reyes as "Employee of the Month" for September 2019

*Attachments:*      [Minute Order](#)

**Received**

- 6      [19-595](#)      Adopt and present a resolution recognizing the week of September 8-14, 2019 as National Suicide Prevention Week in Solano County (Supervisor Vasquez)

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

**On motion of Supervisor Vasquez, seconded by Supervisor Brown, the Board adopted and presented Resolution No. 2019-162 recognizing the week of September 8-14, 2019 as National Suicide Prevention Week in Solano County. So ordered by 4-0 vote. (see Resolution Book)**

**Enactment No: Resolution 2019-162**

7 [19-594](#)

Adopt and present a resolution recognizing September 2019 as National Recovery Month in Solano County (Supervisor Brown)

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

On motion of Supervisor Vasquez, seconded by Supervisor Brown, the Board adopted and presented Resolution No. 2019-163 recognizing September 2019 as National Recovery Month in Solano County. So ordered by 4-0 vote. (see Resolution Book)

Enactment No: Resolution 2019-163

## ITEMS FROM THE PUBLIC

*Vice-Chair Brown 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 27, 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 27, 2019 as submitted. So ordered by 4-0 vote.

## PUBLIC COMMENT ON CONSENT CALENDAR

*Vice-Chair Brown invited members of the public to address the Board on items listed on the Consent Calendar. The following comments were received:*

*A) Donald Tipton, unincorporated Vallejo, commented on Item 8 regarding the budget hearing minutes, Item 9 regarding Meeting Attendance Reports, Item 14 and 15 regarding retirements listed on the Consent Calendar.*

*Supervisor Thomson recused himself from the June 25, 2019 minutes as he was excused from that meeting.*

## APPROVAL OF THE CONSENT CALENDAR

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



## CONSENT CALENDAR

- 8      [19-657](#)      Approve the minutes of the Solano County Board of Supervisors meetings of June 18 and 25, 2019 and the In-Home Supportive Services Public Authority minutes of June 25, 2019

Attachments:      [A - Minutes - June 18, 2019](#)  
                         [B - Minutes - June 25, 2019](#)  
                         [C - IHSS Minutes - June 25, 2019](#)  
                         [Adopted Minutes - June 18, 2019](#)  
                         [Adopted IHSS Minutes - June 25, 2019](#)  
                         [Adopted Minutes - June 25, 2019](#)  
                         [Minute Order](#)

**Approved**

**Supervisor Thomson recused himself from voting on the June 25, 2019 minutes as he was not at the meeting.**

- 9      [19-656](#)      Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors

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

**Received and Filed**

- 10      [19-640](#)      Adopt a resolution celebrating the Workforce Development Board of Solano County on the Grand Opening of the new Fairfield Job Center

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

**Adopted**

**Enactment No: Resolution 2019-164**

- 11      [19-659](#)      Adopt a resolution approving a successor collective bargaining agreement between Solano County and Unit 6 - Health and Social Services Supervisors, represented by the Solano HSS Association of Professional Employees (SHAPE)

Attachments:      [A - Resolution](#)  
                         [B - Link to MOU](#)  
                         [Adopted Resolution](#)  
                         [Minute Order](#)

**Adopted**

**Enactment No: Resolution 2019-165**

- 12      [19-664](#)      Adopt a resolution approving a successor collective bargaining agreement between Solano County and Unit 10 - Skilled Craft and Service Maintenance, represented by Stationary Engineers, Local 39

Attachments:      [A - Resolution](#)  
                              [B - Link to MOU](#)  
                              [Adopted Resolution](#)  
                              [Minute Order](#)

**Adopted**

**Enactment No: Resolution 2019-166**

- 13      [19-660](#)      Adopt a resolution approving a successor collective bargaining agreement between Solano County and Unit 16 - Mid-Management, represented by the Association of Mid-Management Professionals at Solano County

Attachments:      [A - Resolution](#)  
                              [B - Link to MOU](#)  
                              [Adopted Resolution](#)  
                              [Minute Order](#)

**Adopted**

**Enactment No: Resolution 2019-167**

- 14      [19-587](#)      Adopt a resolution and plaque of appreciation honoring Manuel Alberto, Eligibility Benefits Specialist Supervisor, upon his retirement from Health and Social Services, Employment & Eligibility Services Division with over 27 years of dedicated public service to Solano County

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

**Adopted**

**Enactment No: Resolution 2019-168**

- 15      [19-597](#)      Approve a first contract amendment with Solano County Office of Education for \$734,152 through June 30, 2020, for a total contract amount of \$904,152 to administer grants to support the implementation of Wellness Centers/Rooms on school campuses across the County; Authorize the County Administrator to execute the first contract amendment and any subsequent amendments not to exceed \$75,000; and Approve an Appropriations Transfer Request (ATR) to transfer \$734,152 in Mental Health Services Act revenue from Fund 906 to Fund 902 and increase appropriations for the amendment (4/5 vote required)

Attachments:      [A - Amendment](#)  
                             [B - Link to Original Contract](#)  
                             [Executed Amendment](#)  
                             [Minute Order](#)

**Approved**

- 16      [19-647](#)      Approve fixed assets purchases totaling \$181,692 for the purchase of two new electric kettles and an electric skillet pan to replace existing irreparable equipment at the Claybank Detention Facility, and for purchase of an interactive training simulator; and Approve an Appropriations Transfer Request (ATR) of \$181,692 to purchase the fixed assets and recognize offsetting unanticipated revenue from the Supplemental Law Enforcement Services Fund (4/5 vote required)

Attachments:      [A - SLESF Fund Balance](#)  
                             [Minute Order](#)

**Approved**

- 17      [19-658](#)      Adopt a resolution and plaque of appreciation honoring Kristine Sowards, Administrative Secretary, upon her retirement from the Department of Resource Management with 35 years of dedicated public service to Solano County

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

**Adopted**

**Enactment No: Resolution 2019-169**

- 18      [19-649](#)      Adopt a resolution declaring September 2019 as Food Safety Education Month in Solano County

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

**Adopted**

**Enactment No: Resolution 2019-170**

- 19      [19-651](#)      Authorize the Director of Resource Management to submit a Letter of Support for the designation of U.S. Bike Route 50 within Solano County

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

**Approved**

- 20      [19-643](#)      Accept a report on the project delivery status of Pleasants Valley Road Bridge at Miller Canyon Creek; and Authorize Department of Resource Management staff to close the federal project

Attachments:      [A - Thurber Bridge](#)  
                                 [B - Rail Damage](#)  
                                 [Minute Order](#)

**Accepted**

## **SPECIAL DISTRICTS GOVERNED BY THE BOARD OF SUPERVISORS**

- 21      [19-645](#)      Approve the revised Solano County Housing Authority Administrative Plan for submittal to the U.S. Department of Housing and Urban Development

Attachments:      [A - SCHA Executive Summary of Admin Plan Changes](#)  
                                 [B - Administrative Plan](#)  
                                 [Minute Order](#)

**Approved**

**See Solano County Housing Authority Minute Book**

## **MISCELLANEOUS ITEMS**

- 22      [19-624](#)      Approve the reappointment of Ron Bowen to the Greater Vallejo Recreation District (GVRD) Board of Directors, representing District 2, for a term to expire on September 7, 2023

Attachments:      [Minute Order](#)

**Approved**

- 23      [19-625](#)      Approve the reappointment of John Metzler to the In-Home Support Services (IHSS) Public Authority Advisory Committee, representing District 2, for a term to expire on November 3, 2023

Attachments:      [Minute Order](#)

**Approved**

- 24      [19-622](#)      Approve the reappointment of Carl Vinson to the In Home Supportive Services Advisory Committee, representing District 3, for a term to expire on August 27, 2023

Attachments:      [Minute Order](#)

**Approved**

- 25      [19-623](#)      Approve the nomination of Michael Segala for reappointment to the Solano Transportation Authority Bicycle Advisory Committee, representing Solano County, for a term to expire January 1, 2022

Attachments:      [Minute Order](#)

**Approved**

- 26      [19-653](#)      Approve the reappointments of Debbie Vaughn, Principal Management Analyst, County Administrator's Office as the primary, and Emery Cowan, Mental Health Services Administrator, Health and Social Services as the alternate, to the Community Action Partnership of Solano (CAP Solano) Joint Powers Authority for 2 year terms expiring on June 30, 2021; and Approve the appointment of Sandy Rose, Community Services Coordinator, as the Solano County alternate to the Housing First Solano Continuum of Care

Attachments:      [Minute Order](#)

**Approved**

## REGULAR CALENDAR

- 27      [19-652](#)      Receive a presentation on the current status of Shelter Solano, located at 375 Beck, Fairfield, CA

Attachments:      [Minute Order](#)

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

*Shelter Inc. Chief Executive Officer John Eckstrom provided an overview on the current status of Shelter Solano located at 375 Beck Avenue in Fairfield.*

*In response to a question from Supervisor Vasquez, Mr. Eckstrom noted that the estimated cost of the proposed small and large kitchens at the shelter would be approximately \$250,000 for the small kitchen and \$2 million for the large kitchen. He noted that the area included some office space and eating area.*

*In response to a question from Vice-Chair Brown, Mr. Eckstrom provided information on the length of stays for individuals receiving shelter services, noting that it varied depending on the individual and their needs.*

*In response to questions from Supervisor Spering, Mr. Eckstrom provided additional information on intake data, engagement with Homeless Intervention Team (HIT), examples of types of situations that the individuals are going through, data on income levels of individuals needing shelter services, financial planning assistance that individuals receive and responsibilities of the individuals that stay in the shelter.*

*In response to a question from Supervisor Vasquez, Mr. Eckstrom advised that demographic data was obtained by the shelter and noted that he would provide this to the Board.*

*Supervisor Thomson commented on information in Shelter, Inc.'s 2018 Impact Report regarding household incomes and affordability of housing.*

*In response to a question from Supervisor Thomson, Mr. Eckstrom provided information on the number of individuals taken in from the cities and advised that there was not any correlation between these numbers and the start-up funding that had been received. He then provided information on homelessness noting that it was a regional issue and advised that a regional approach was being taken by Shelter Solano. He advised that he felt the number of individuals would even out over time.*

*In response to questions from Supervisor Thomson, Mr. Eckstrom provided information on the recent Point In Time homeless count and advised that not everyone is ready to go into a program based shelter, needs to be more services in place in the County for them to utilize depending on their needs and decisions. He then provided information on the goal of the shelter to work with individuals.*

*In response to questions from Vice-Chair Brown, Mr. Eckstrom provided information on the number of beds that could be provided with the funding from the State of California Homeless Emergency Aid Program (HEAP). He then provided a history of how the HEAP funding came about. He noted that having a kitchen on site allowed for the opportunity to work with other agencies and create a culinary program.*

**Received**

28

[19-638](#)

Consider introducing an ordinance to amend Chapter 11 Article II of the Solano County Code relating to procedures for collection of the Transient Occupancy Tax

Attachments:     [A - Current Ordinance \(Redlined\)](#)  
                             [B - Proposed Ordinance](#)  
                             [Minute Order](#)

*Treasurer-Tax Collector-County Clerk Chuck Lomeli provided an overview of the item.*

*Vice-Chair Brown invited members of the public to address the Board on this matter. There was no public comment.*

On motion of Supervisor Vasquez, seconded by Supervisor Spering, the Board approved reading the proposed ordinance amending Chapter 11 Article II of the Solano County Code relating to procedures for collection of the Transient Occupancy Tax by title only and waived further reading by a majority vote. So ordered by 4-0 vote.

On motion of Supervisor Thomson, seconded by Supervisor Vasquez, the Board approved the introduction of an ordinance amending Chapter 11 Article II of the Solano County Code relating to procedures for collection of the Transient Occupancy Tax. So ordered by 4-0 vote.

29

[19-416](#)

Consider authorizing the Treasurer-Tax Collector-County Clerk to sign a Voluntary Collection Agreement (VCA) with short term rental online booking service providers that are deemed appropriate for the facilitation of Transient Occupancy Tax (TOT) collections

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

*Treasurer-Tax Collector-County Clerk Chuck Lomeli provided an overview of the item.*

*In response to a question from Vice-Chair Brown, Mr. Lomeli advised that a suggested requirement for the vendor to remove any listing from their website that did not have a permit by the County was not in the current contract and was not something that had been looked into yet. He advised that other counties had tried and failed to get this in the contract but noted that he would follow up on this.*

*Supervisor Vasquez advised that he would like to see the tax start to be collected and then work on the permitting aspect.*

*Vice-Chair Brown requested a six month update from staff on the status of the agreements and tax collections.*

*Mr. Lomeli advised that the online companies did not disclose the parcels they are collecting for.*

*In response to a comment from Vice-Chair Brown, Director of Resource Management Bill Emlen advised that a parallel effort to identify and bring vacation rentals into compliance was already taking place. Mr. Lomeli noted that six people were already registered under the TOT and further noted that there appeared to be willingness from parcel owners to comply based on recent visits by the owners to the County.*

On motion of Supervisor Vasquez, seconded by Supervisor Spering, the Board authorized the Treasurer-Tax Collector-County Clerk to sign a Voluntary Collection Agreement (VCA) with short term rental online booking service providers that are deemed appropriate for the facilitation of Transient Occupancy Tax (TOT) collections; and Directed that a status report be provided in six months. So ordered by 4-0 vote.

- 30      [19-646](#)      Receive the Auditor-Controller's Internal Audit Division's Internal Control Review of the Department of Health and Social Services Special Investigation Bureau Accounts Receivable

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

*Vice-Chair Brown complemented Auditor-Controller Phyllis Taynton on the Auditor-Controller's Internal Audit Division's Internal Control Review of the Department of Health and Social Services Special Investigation Bureau Accounts Receivable.*

*Ms. Taynton provided an overview of the item.*

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

*A) Donald Tipton, unincorporated Vallejo, comment on clients, the amount of money owed, overpayments, referrals of welfare fraud to the District Attorney, accountability, and resolution of the issues.*

*Ms. Taynton advised that she would follow up with Mr. Tipton. She advised that the function of the SIB had not been looked at in some time. She then noted that some receivables were federal and state monies and that the General Assistance was County money.*

**On motion of Supervisor Vasquez, seconded by Supervisor Thomson, the Board received the Auditor-Controller's Internal Audit Division's Internal Control Review of the Department of Health and Social Services Special Investigation Bureau Accounts Receivable. So ordered by 4-0 vote.**

- 31      [19-641](#)      Receive a presentation from the Solano County Deputy Sheriff Association regarding the recent clean up around the Jose Cisneros Bridge on Pleasants Valley Road; and Consider a request from the Association to create and install bridge name signs in honor of fallen Deputy Sheriff Jose Cisneros

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

*President of the Solano County Deputy Sheriff Association Frank Smith provided an overview of the item.*

*Supervisor Vasquez asked that some duplicate signs also be made for the family of Jose Cisneros and thanked the Association for their efforts on this matter.*

**On motion of Supervisor Vasquez, seconded by Supervisor Spering, the Board received a presentation from the Solano County Deputy Sheriff Association regarding the recent clean up around the Jose Cisneros Bridge on Pleasants Valley Road; Approved a request from the Association to create and install bridge name signs in honor of fallen Deputy Sheriff Jose Cisneros; and Directed that duplicate signs be created and given to the Cisneros family. So ordered by 4-0 vote.**



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 (*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](#)  
                         [Minute Order](#)

*Director of Resource Management Bill Emlen introduced the item.*

*Principal Planner Matt Walsh provided an overview of the item.*

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

*A) Duanne Kromm, Fairfield, provided a handout on Priority Conservation Areas (PCAs) from the Association of Bay Area Governments and commented on Solano Transportation Authority's (STA's) recommendations, concerns with Flannery Associates' recent purchases of large amounts of acreage in the Delta and requested that the County investigate the purchases and determine who was purchasing the land and what the intent of the purchase was.*

*Supervisor Vasquez advised that the purchases were being tracked and noted that the purchases equated to owning about 2% of the County. He noted that there were a lot of individuals looking at the issue already.*

*B) Bob Berman, Benicia, commented on an STA citizen advisory committee recommendation on three other priority conservation areas, recommended support for the letters of interest for the three areas noted, stakeholder group efforts on the matter, projects within the proposed areas, inconsistency of public outreach in the three areas and designation of Mare Island as another conservation area.*

*C) Joseph Green-Heffern, Fairfield, commented on an STA citizen advisory committee recommendation on priority conservation areas to include the three areas of Putah Creek, Dixon Service Area and Elmira in the PCA designations and on the engagement of the citizen advisory committee.*

*In response to a question from Supervisor Spering, Mr. Emlen provided information on outreach efforts in the three areas being recommended for designation. He advised that there would likely be opportunities in other areas in the future as well.*

*Supervisor Spering commented on the STA committee's work, noting that the item didn't preclude future considerations.*

*Supervisor Thomson commented that the three areas brought forward by the STA committee should be included in the current PCA designation as well.*

*Supervisor Vasquez commented on the possibility of diluting the ability to compete if adding more areas and advised that this item didn't preclude conversations with landowners in the future. He noted that he was comfortable with staff's recommendation.*

*Vice-Chair Brown asked if letters of interest could be submitted for the other three areas as well and advised that more work could be done to look at these in the future. She noted that Mare Island had to be done through the City of Vallejo and not the County.*

*Mr. Walsh noted that this alternative could be taken by the Board and that the Board could choose later whether to adopt resolutions supporting the designations when the resolutions came back to the Board.*

***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 item was continued to the September 10, 2019 regular meeting.***

*Supervisor Spering suggested putting the three additional areas in a future cycle. He noted that there was no threat of growth in the areas and that the areas being recommended by staff needed to be designated now.*

*Supervisor Thomson advised that he did not want to eliminate the ability for the additional three areas to be considered in the initial letter.*

*Vice-Chair Brown commented in agreement with Supervisor Thomson.*

*Supervisor Vasquez suggested that the additional areas be considered in the next cycle.*

*Mr. Emlen advised that the cycles were every two to four years and that staff could put the three additional areas on the radar for the next cycle.*

*Vice-Chair Brown commented on the need to include the three additional areas in the letters of interest. She noted that the recommendation from the STA committee on the three areas happened in 2012 and should have been included.*

*In response to a question from Supervisor Spering, Brown advised that she was recommending adding the additional areas in order to allow for time to look at what improvements may need to be made to the areas.*

*Sperring commented on the need to move forward with the recommended three areas.*

*Supervisor Vasquez offered a motion that the staff recommendation be approved and to consider the additional three areas in the next cycle. He noted that threats for the three additional areas had not been identified.*

*Supervisor Thomson commented on the need to bring this item back on September 10, 2019 for further discussion.*

*Mr. Emlen commented on the needs of the areas and advised that staff would provide information that the Board needed.*

*Supervisor Vasquez advised that a tie vote meant that the item would come back at the next Board meeting.*

**Continued**

## **BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS**

*Chairwoman Hannigan invited members of the Board to make comments or reports on meetings. There were no comments.*

## **RECESS**

*This meeting of the Solano County Board of Supervisors recessed at 11:50 A.M and reconvened at 2:00 P.M. to continue the Closed Session items. All members were present and Vice-Chair Brown presided.*

## **REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**

**Assistant County Counsel Azniv Darbinian reported that by a vote of 4-0, the Board authorized County Counsel to file a request for dismissal in the matter of County of Solano v. Vacaville Community Association et al.**

*Supervisor Thomson commented that the dismissal was the right thing to do and noted that there was never any wish to get into a fight with the community on the matter.*

**ADJOURN:**

*This meeting of the Solano County Board of Supervisors adjourned at 3:20 P.M. Next meeting of the Solano County Board of Supervisors will be September 10, 2019 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, California.*

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**MONICA E. BROWN, Vice-Chair**  
**Solano County Board of Supervisors**

**BIRGITTA E. CORSELLO, Clerk**  
**Solano County Board of Supervisors**

By 

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**Jeanette Neiger, Chief Deputy Clerk**



# 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*

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Tuesday, September 10, 2019

8:30 AM

Board of Supervisors Chambers

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### CALL TO ORDER

*The Solano County Board of Supervisors met on the 10th day of September, 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, Vasquez, Thomson and Chairwoman Hannigan. Supervisor Spering was excused. Chairwoman Hannigan presided. Also present were County Administrator Birgitta E. Corsello and County Counsel Bernadette Curry.*

### ROLL CALL

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

### CLOSED SESSION

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

- 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**

*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.*

## **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      [19-698](#)      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](#)  
                             [Minute Order](#)

On motion of Chairwoman Hannigan, seconded by Supervisor Brown, the Board adopted and presented Resolution No. 2019 - 171 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 Presented 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. So ordered by 4-0 vote. (see Resolution Book)

Enactment No: Resolution 2019-171

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

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

On motion of Supervisor Brown, seconded by Chairwoman Hannigan, the Board adopted and presented Resolution No. 2019 - 172 recognizing September 2019 as National Preparedness Month. So ordered by 4-0 vote. (see Resolution Book)

Enactment No: Resolution 2019-172

## 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) Amy Hartman, Green Belt Alliance, commented on a letter she had sent to the Board the previous day regarding the Regional Park District.*

*Chairwoman Hannigan noted that the Board's Regional Park Committee would be meeting on Sept 30th and that there would be public outreach to various groups and agencies concerning the matter.*

*Director of Resource Management Bill Emlen provided information on the status of activities regarding the park district.*

*Chairwoman Hannigan commented on the importance of external support for the park district.*

*B) George Guynn, Jr., Suisun City, commented on infrastructure concerns, taxes for roads.*

## **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

*Supervisor Brown asked if Item 11 should be pulled for discussion given the power outage issue at the Fairfield Library.*

*County Administrator Birgitta Corsello advised that the item did not need to be pulled because the issue was an equipment problem and not a problem from construction.*

## **APPROVAL OF THE AGENDA**

On motion of Supervisor Thomson, seconded by Supervisor Vasquez, the Board approved the agenda of the Solano County Board of Supervisors for September 10, 2019 as submitted. So ordered by 4-0 vote.

## **PUBLIC COMMENT ON CONSENT CALENDAR**

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

*A) Justin Decker, representing Unit 19 - Executive and Senior Management, commented on Item 13 regarding the successor collective bargaining agreement between the County and Unit 19.*

## **APPROVAL OF THE CONSENT CALENDAR**

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

## **CONSENT CALENDAR**

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

Approved



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

**Approved**

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

**Adopted**

**Enactment No: Resolution 2019-173**

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

**Approved**

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

**Approved**

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

**Approved**

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

**Approved**

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

**Approved**

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

**Adopted**

**Enactment No: Resolution 2019-174**

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

**Adopted**

**Enactment No: Resolution 2019-175**

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

**Adopted**

**Enactment No: Resolution 2019-176 and Resolution 2019-177**

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

**Adopted**

**Enactment No: Resolution 2019-178 and Resolution 2019-179**

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

**Approved**

- 17      [19-690](#)      Adopt an ordinance amending Chapter 11 Article II of the Solano County Code relating to Transient Occupancy Tax
- Attachments:*      [A - Ordinance](#)  
                                 [Minute Order](#)
- Adopted**
- Enactment No: Ordinance 2019-1805**
- 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](#)  
                                 [Minute Order](#)
- Received**
- 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](#)  
                                 [Minute Order](#)
- Approved**
- 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](#)  
                                 [Minute Order](#)
- Adopted**
- Enactment No: Resolution 2019-180**

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

**Approved**

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

**Adopted**

**Enactment No: Resolution 2019-181**

## REGULAR CALENDAR

- 23      [19-678](#)      Conduct Quarterly Meeting of the East Vallejo Fire Protection District Board of Directors

Attachments:      [Minute Order](#)

*Senior Management Analyst Magen Yambao introduced the item.*

*Deputy Fire Chief Kyle Long provided an update on activities within the East Vallejo Fire Protection District.*

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

*A) Donald Tipton, unincorporated Vallejo, commented on board members touring the district, concerns with oversight of the district and on a need for different board members that lived in the area.*

*In response to a question from Chairwoman Hannigan, Mr. Tipton advised that he had the same concerns about the area that he voiced in the past.*

**Conducted**

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](#)  
                             [Minute Order](#)

*Director of General Services Megan Greve introduced the item.*

*ENGIE Manager of Government Partnerships Emily Douglas and ENGIE Senior Business Development Manager Kelly Fergusson provided an overview of the item.*

*In response to questions from Chairwoman Hannigan, Ms. Douglas provided information on life range and warranty of equipment, estimated costs for ongoing operations and maintenance, estimates on energy conservation costs, and noted that the team was looking at shade for parking lots.*

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

*A) Donald Tipton, unincorporated Vallejo, commented on facilities noted in the agreement in Vallejo.*

*ENGIE Senior Project Developer Heather Benner provided information on sites listed in the agreement, noting that there could be multiple PG&E meters at facility sites. She advised that a complete list of meters at the facilities would be included in the future detailed findings.*

*Chairwoman Hannigan asked that the site inventory be revised to be listed by City before the agreement was signed.*

*In response to comments from Supervisor Vasquez, Ms. Douglas provided information on construction lay out plan and implementation in the program.*

**On motion of Supervisor Thomson, seconded by Supervisor Brown, the Board approved 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; Approved 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 Authorized the County Administrator, or designee, to execute the agreement and any amendments within the approved budget. So ordered by 4-0 vote.**

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](#)

[August 27, 2019 Minute Order](#)

[September 10, 2019 Minute Order](#)

*Director of Resource Management Bill Emlen introduced the item.*

*Principal Planner Matt Walsh provided an overview of the item.*

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

*A) Mary Browning, Fairfield, commented on the price and conservation easements on land in the Suisun Valley Priority Conservation Area (PCA), misuse of funds from OBAG (One Bay Area Grant), bike lanes being used for parking vehicles, transportation grant misuse for private development, wildlife corridors being ignored, a need for a new County EIR, Morgan Ranch proposal for an event barn on Ledgewood Creek and increased commercial uses in Suisun Valley.*

*B) Duane Kromm, Fairfield, commented on concerns that were sent to the Board from the Orderly Growth Committee, the need to look at how to protect three areas identified by the Solano Transportation Authority (STA) committee and the need to look at other areas around Travis AFB as well.*

*C) Bob Berman, Benicia, commented on remarks from the August 27th Board meeting, in support of including three areas identified by the STA committee and advised that the next round of PCA designations were in four years.*

*Mr. Walsh provided information of PCAs in Marin County, Sonoma County and Napa County.*

***On motion of Chairwoman Hannigan, Seconded by Supervisor Thomson, the Board approved a boundary adjustment to the Tri City and County Cooperative Planning Area Priority Conservation Area. So ordered by 4-0 vote.***

*Mr. Emlen provided information on the Cache Slough area.*

*Supervisors Thomson and Vasquez commented in support of the Cache Slough area.*

County Administrator Birgitta Corsello advised that there was an active group of landowners working on this effort.

**On motion of Supervisor Thomson, Seconded by Supervisor Vasquez, the Board approved the proposed Cache Slough Priority Conservation Area. So ordered by 4-0 vote.**

Mr. Walsh and Mr. Emlen provided information on the Proposed New Grizzly Island Road Corridor PCA.

Supervisor Brown commented on the purpose of the PCA to keep open space if land was pressured by urban development and noted that there was not pressure for Grizzly Island Road.

Supervisor Thomson commented on the definition of a PCA and noted that the Grizzly Island Road did not meet the definition.

**Supervisor Vasquez made a motion to designate the Grizzly Island Road Corridor as a Priority Conservation Area. The motion was Seconded by Chairwoman Hannigan. Supervisors Brown and Thomson voted no. Motion failed by a 2-2 vote.**

Mr. Walsh and Mr. Emlen provided information on the Dixon Agricultural Service Area.

Supervisor Vasquez asked if the area included the Campbell Soup area.

Supervisor Brown commented on growth in Dixon and the importance of preserving land for agriculture.

Mr. Walsh noted that the area in orange on the map was zoned for ag in the General Plan.

Supervisor Brown asked what the area being asked to approve included.

Mr. Walsh noted that the area was in the orange.

Supervisor Brown commented on the importance of not losing other area that was being used for agriculture.

Supervisor Vasquez commented on growth within the City of Dixon.

**On motion of Supervisor Vasquez, Seconded by Supervisor Thomson, the Board approved designating the Dixon Agricultural Service Area as a Priority Conservation Area. So ordered by 4-0 vote.**

Mr. Walsh and Mr. Emlen provided information on the Putah Creek PCA study by the STA.



*Supervisor Vasquez commented on easements on Putah Creek Road and land owned by the University of Davis along the road. He advised that without outreach and talking to the farmers, he did not support adding this corridor.*

*Supervisor Brown requested that the Putah Creek and Elmira areas be considered in future rounds of Priority Conservation Area designations.*

*Mr. Emlen provided information on habitat conservation and boundaries within Putah Creek.*

*Supervisor Brown commented on the importance of making sure that Putah Creek was conserved in order to prevent it from being encroached upon.*

*Mr. Walsh provided information on the Elmira PCA study conducted by the STA.*

*In response to a question from Supervisor Thomson, Mr. Walsh provided information about an agreement between the County and Solano Irrigation District and a boundary line east of Leisure Town Road. He advised that the line was within the PCA and that a portion of the area was now within the City of Vacaville.*

*Supervisor Thomson commented in agreement with many of staff's opinions about the area and noted he was not inclined to include the area as a PCA.*

*Supervisor Brown commented on expansions in the area.*

*Mr. Walsh noted that the city was limited by an urban growth line. He then advised that there had been ample public notice through CEQA reviews of expansion plans.*

*Supervisor Vasquez provided information on past annexations and expansions by the city.*

*Supervisor Brown commented that someone at STA had felt that the Elmira area needed to be preserved.*

*Mr. Emlen advised that staff would continue to watch the area. He then advised that staff would get the letter of interest be sent to the Association of Bay Area Governments (ABAG).*

*Mr. Walsh noted that a formal resolution was due to ABAG by Jan 16, 2020 and that staff would be back to the board before that.*

*Supervisor Thomson commented on concerns with purchases by Flannery and Associates and asked that a discussion be put on an upcoming agenda in the near future.*

**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 Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of William Scott Parsons, an active member of the Fairfield community.*

*B. Supervisor Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Jimmy Neal Potts, an active member of the Fairfield community.*

*C. Supervisor Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Bernard "Sandy" Sanders, an active member of the Dixon community.*

*D. Supervisor Brown noted that the following day was September 11th and encouraged everyone to attend services in remembrance.*

*E. Supervisor Thomson advised that he would be adjourning a future meeting in memory of William Winston.*

**ADJOURN:**

*This meeting of the Solano County Board of Supervisors adjourned at 10:56 A.M. in memory of William Scott Parsons, Jimmy Neal Potts and Bernard "Sandy" Sanders. Next meeting of the Solano County Board of Supervisors will be September 24, 2019 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, California.*

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**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

## 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*

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Saturday, September 14, 2019

8:00 AM

Board of Supervisors Chambers

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### Special Meeting

#### CALL TO ORDER

*The Solano County Board of Supervisors met on the 14th day of September, 2019 in special session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 8:00 A.M. Present were Supervisors Brown, Spering, Vasquez, Thomson and Chairwoman Hannigan. Chairwoman Hannigan presided. Also present was County Administrator Birgitta E. Corsello.*

**ROLL CALL** *Erin Hannigan, Monica Brown, John M. Vasquez and Skip Thomson. James P. Spering arrived at 8:01 A.M.*

#### CLOSED SESSION

*Chairwoman Hannigan noted that there would be no report out from the following Closed Session matter:*

1      [19-717](#)      Public Employee Appointment: Public Defender

Attachments:      [A - Memorandum](#)

#### ADJOURN:

*This meeting of the Solano County Board of Supervisors adjourned at 8:01 A.M. to Closed Session. Next meeting of the Solano County Board of Supervisors will be September 24, 2019 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, California.*

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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 HOUSING AUTHORITY

August 27, 2019

## MINUTES

The Solano County Board of Supervisors met in its capacity as the Solano County Housing Authority on this day in regular session. Present were Supervisors Brown, Spering, Vasquez and Thomson. Supervisor Hannigan was excused.

Agenda Item No. 21

Approve the revised Solano County Housing Authority Administrative Plan for submittal to the U.S. Department of Housing and Urban Development

MOTION: Vasquez. SECOND: Spering.

AYES: Brown, Spering, Vasquez and Thomson.

As said business was completed, the Board adjourned as the governing board of the Solano County Housing Authority to continue the regular meeting of the Board of Supervisors.

\_\_\_\_\_  
MONICA E. BROWN, Vice President

BIRGITTA E. CORSELLO, Clerk

By \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	11	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	Board of Supervisors
<b>File #:</b>	19-743	<b>Contact:</b>	Jim Spering, 784-6136
<b>Agenda date:</b>	09/24/2019	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution proclaiming the week of September 22, 2019 as Rail Safety Week in Solano County		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 3		
<b>Attachments:</b>	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:**

Supervisor Jim Spering requests the Board adopt a resolution proclaiming the week of September 22, 2019 as Rail Safety Week in Solano County in conjunction with US Rail Safety week, and help raise awareness, especially among young people, on how to stay safe near railroad tracks. The theme of this year's campaign is "Stop Track Tragedies".

### **SUMMARY:**

A sad statistic that most people don't know: a person or vehicle is struck by a train every three hours in the United States. Almost all rail-related deaths involve drivers going through a crossing or a person on the tracks. When this tragedy occurs, lives are changed forever-for the people involved in the crash, their family, friends and community, and the train crew members.

In 2018, California was the second in the nation for highway-rail grade crossing collisions with 190. In the last five years, Solano County has averaged one train-related accident per year, and most of them involved a fatality. Fortunately, these accidents are preventable.

This week marks the third annual US Rail Safety Week, a national event coordinated in partnership with the U.S. Department of Transportation and other safety organizations. This year's theme is "Stop Track Tragedies" and the goal of the week is to raise awareness and teach the public how to stay safe near railroad tracks.

### **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 may choose not to take this action. This is not recommended as the purpose of this resolution is to raise awareness and prevent accidents near railroads. This type of recognition is in keeping with the values of the Solano County Board of Supervisors.

**OTHER AGENCY INVOLVEMENT:**

Coordination with staff from GoRail.

# Resolution No. 2019 -

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS PROCLAIMING SEPTEMBER 22 – 28, 2019 AS RAIL SAFETY WEEK IN SOLANO COUNTY**

**WHEREAS**, the State of California is a leader in supporting highway-rail grade crossing and pedestrian safety programs; and yet there were 39 persons killed and another 63 injured in highway-grade crossing crashes during 2018 in the state of California; and

**WHEREAS**, pedestrian/railroad trespass incidents on railroad property during 2018 resulted in 123 persons killed and another 86 injured in the state of California; and highway-grade crossing crashes are more severe than highway collisions and are more likely to result in death and injury; and

**WHEREAS**, collisions between trains and motor vehicles or pedestrians could have been prevented by increased public awareness of the dangers at crossings and around railroad property and the appropriate safety laws, and

**WHEREAS**, during Rail Safety Week, September 22 – 28, 2019, and throughout the year, all citizens are encouraged to observe added caution as motorists or pedestrians near tracks or trains; and

**WHEREAS**, this important observance should lead to greater safety awareness and a reduction in highway-rail grade crossings crashes and pedestrian/railroad incidents.

**NOW, THEREFORE BE IT RESOLVED**, the Solano County Board of Supervisors does hereby proclaim September 22-28, 2019 as Solano County's Rail Safety Week and encourages all citizens to participate in activities to reduce crossing crashes and pedestrian/railroad trespass incidents during this week and throughout the year.

Dated this 24<sup>th</sup> 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

<b>Agenda #:</b>	12	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Contract	<b>Department:</b>	Information Technology - Registrar of Voters
<b>File #:</b>	19-728	<b>Contact:</b>	Tim Flanagan, 784-2703
<b>Agenda date:</b>	09/24/2019	<b>Final Action:</b>	
<b>Title:</b>	Approve a contract with Simpler Systems in an amount not to exceed \$80,500 to provide technical services to implement a web-based property systems archive inquiry system associated with the County Assessment and Taxation System project (SCIPS Replacement) for the term of October 1, 2019 to September 30, 2020; Authorize the Chief Information Officer to execute the contract and any amendments that do not exceed 10% of original contract; and Authorize the Chief Information Officer to execute annual license/maintenance renewals that are within 10% of prior year net monthly amount for up to 3 years		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Contract		

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

### DEPARTMENTAL RECOMMENDATION:

The Department of Information Technology recommends that the Board of Supervisors:

1. Approve a contract with Simpler Systems in an amount not to exceed \$80,500 to provide technical services to implement a web-based property systems archive inquiry system associated with the County Assessment and Taxation System project (SCIPS Replacement) for the term of October 1, 2019 to September 30, 2020;
2. Authorize the Chief Information Officer to execute the contract and any amendments that do not exceed 10% of original contract; and
3. Authorize the Chief Information Officer to execute annual license/maintenance renewals that are within 10% of prior year net monthly amount for up to 3 years.

### SUMMARY:

The Department of Information Technology is recommending that the Board approve a contract with Simpler Systems for technical services to implement a web-based property system archive inquiry system associated with the County Assessment and Taxation System project (SCIPS Replacement). This system will allow for the continual archiving and retrieval of SCIPS legacy data on an on-going basis.



**FINANCIAL IMPACT:**

The contract is for an amount not to exceed \$80,500 and includes \$65,500 for professional services and the initial license, \$1,500 for travel expense, and \$1,500 monthly license/maintenance cost for nine months. The Department of Information Technology's FY2019/20 Adopted Budget includes appropriations allocated for the SCIPS Replacement Project.

**DISCUSSION:**

On April 4, 2017, the Board of Supervisors authorized the departments of the Assessor, Auditor-Controller and Treasurer/Tax Collector to proceed with the replacement of the Solano County Integrated Property System (SCIPS). The Board also authorized the County Administrator to negotiate a contract for software and professional services with Thomson Reuters, which was entered into on May 18, 2018.

However, a key concern identified by the Assessor, Auditor, and Tax Collector was the difficulty in accessing archive property systems data once the new system is in operation. Due to dissimilar data structures and systems operation, converting historical data from the legacy system to the Thomson Reuters platform is cost prohibitive and to address this concern, it was determined that a separate dedicated archive query and reporting tool would best meet the needs of the County and departments moving forward.

November 2017 through July of 2018, the Department of Information Technology in conjunction with the departments of the Assessor, Auditor, and Tax Collector demonstrated a Historical Archive proof of concept using the Simpler Systems platform. During this period, demonstrations were conducted to prove the feasibility of the product to allow easy retrieval of archived SCIPS data as well as the feasibility of continually archiving SCIPS legacy data on an on-going basis. While the proof of concept only demonstrated a subset of the inquiry capability, all three departments could envision how a complete implementation would be capable of filling the need for a historical archive inquiry tool.

**Project Status**

From the signing of the Thomson Reuters contract, in May of 2018, County staff actively pursued a start date and kick-off for the project. Due to Thomson Reuters resource constraints, the Solano project start was delayed. During this period, staff has continued to acquire and configure hardware and software resources needed for the data conversion phase (Phase 0) and gather initial data and report information in preparation for the initial Phase 0 workshops. The project officially began on February 25, 2019 with the project kick-off and the completion of the initial three-day Phase 0 data conversion workshops.

**ALTERNATIVES:**

The Board could choose to not approve this contract, however, this is not recommended due to the lack of viable alternatives to fill the need of an historical archive and query system to allow easy retrieval of archived SCIPS data.

**OTHER AGENCY INVOLVEMENT:**

Assessor Recorder, Auditor/Controller, Treasurer Tax Collector and the Department of Information Technology were involved in conducting the proof of concept of the simpler systems platform. County Counsel reviewed the contract as to legal form.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**



**County of Solano  
Standard Contract**

*For County Use Only*  
**CONTRACT NUMBER**  
(Dept., Division, FY, #)

**BUDGET ACCOUNT**  
1878

**SUBJECT ACCOUNT**  
2245

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

Simpler Systems Inc  
CONTRACTOR'S NAME

2. The Term of this Contract is:  
October 1, 2019 to September 30, 2020

3. The maximum amount of this Contract is:  
\$80,500

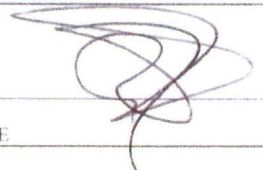
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on \_\_\_\_\_ 2019.

CONTRACTOR	COUNTY OF SOLANO
<u>Simpler Systems Inc</u> CONTRACTOR'S NAME	<u>Barry Taugher</u> AUTHORIZED SIGNATURE
 SIGNATURE	TITLE
<u>Barry Taugher, Vice President</u> PRINTED NAME AND TITLE	<u>675 Texas Street, Suite 3700</u> ADDRESS
<u>1233-B State Street</u> ADDRESS	<u>Fairfield</u> <u>CA</u> <u>94533</u> CITY STATE ZIP CODE
<u>Santa Barbara</u> <u>CA</u> <u>93101</u> CITY STATE ZIP CODE	Approved as to Content: DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form: <u>Bernadette S. Cuy</u> COUNTY COUNSEL

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

Rev. 1/25/12

## **EXHIBIT A** **SCOPE OF WORK**

### **INTRODUCTION:**

Simpler Systems and the County of Solano successfully completed a datapps for property tax proof of concept (PoC) project in 2018. The purpose of the PoC was to prove that the Simpler Platform could be used with the legacy SCIPS data to let users navigate property tax data. The successful PoC is now the basis of SCIPS datapps which can be used as the source data for the Aumentum application, a key component starting the Aumentum Phase 0 and significantly reducing the time and cost of the overall Aumentum implementation.

### **CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**

Licenses are not limited to the number of users, but are limited to property tax data in general, and SCIPS data in particular. It includes any peripheral property tax datasets that are used in connection. The scope of the project is to develop datapps for the SCIPS data to be used by the ACO, TTC, AND ASR offices. Licenses will be provided for all users in the three offices as well as for the Information Technology (IT) department or adjunct to SCIPS.

- Establish a Simpler site including SQL databases for SCIPS data
- The datapps will be located in the Simpler (MS Azure) cloud. NOTE: Datapps can be located on Solano premises if needed.
- Synchronize the SCIPS data into the Simpler database utilizing sync templates.
- Provide lookup datapps for primary and supporting tables.
- Create basic authentication logins for project participants.
- Meet with County staff to capture requirements for additional development.
- Meet with County staff to determine security and authentication requirements.
- Develop, customize, and refine datapps for each department.
- Train and mentor both IT and functional users to develop datapps independently of Simper Systems.
- Provide on-going licensing and maintenance for all users and developers.

### **COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:**

- Provide remote access to network location(s).
- Create logins to database for SCIPS.
- Work with Contractor to setup the virtual server.
- Identify functional domain experts to work with Contractor team to create data pools and validate data.
- Provide any existing queries for SCIPS reports currently in use.

## **LICENSING**

For the duration of this Agreement, Contractor hereby grants to County a non-exclusive, nontransferable License to use the Simpler Platform to provide data services to users of County's SCIPS application. The following sections apply to the framework of the applications and not to the templates developed by or for the County.

### ***SOURCE CODE***

Contractor will provide County the source code to the Simpler Platform. County agrees that the source code and documentation provided by Contractor is confidential, and agrees to take all reasonable precautions to protect the source code and documentation, and preserve its confidential, proprietary and trade secret status in perpetuity. In lieu of continuous access, periodic copies of the source code will be transferred electronically to County by Contractor whenever requested, but not more frequently than semi-annually. Source code is provided to mitigate risk should Simpler Systems no longer be available to support the application. The client will not modify the source code.

### ***LIMITATIONS***

Apart from the License Rights set forth in this Agreement, the License does not include a grant to County to engage in any other licensable activity, nor any ownership right, title or interest, nor any security interest or other interest, in any intellectual property rights relating the Simpler Platform nor in any copy of Simpler software. Contractor shall retain all rights, title, and interest, including all copyrights, in and to the Simpler Platform. All rights not specifically transferred by this agreement are reserved to Contractor.

### ***MAINTENANCE***

County acknowledges that Simpler Platform upgrades, enhancements and bug fixes may be required periodically and that the need for such enhancements or fixes is not indicative of defects in the software or services provided. Any version upgrades, or enhancements or bug fixes incorporated into Simpler Reporting will be provided at no additional charge to the County. Contractor reserves the right to modify or replace the hosted Simpler Platform at any time with a newer version of Simpler Platform in order to incorporate any or all upgrades, enhancements and bug fixes. County's acceptance and scheduling approval will be required prior to implementing updates. Contractor is not obligated to provide or incorporate upgrades, enhancements or bug fixes unless failure to do so infringe upon the execution of Contractor's other material obligations within this Agreement.

Included in the monthly license and maintenance fees are minor changes to existing datapps, such as formatting, adding columns, etc. It does not include major changes or new datapps. Minor datapp changes are those that will take approximately 2-4 hours of Professional Services.

### ***INTELLECTUAL PROPERTY***

This is an agreement to provide Licensing for a limited time only, and in no way establishes an obligation upon Simpler Systems to sell the Simpler Platform or any

modifications to the application to the County or to make the Simpler Platform available to the County beyond the term of the Agreement.

The application is the property of Simpler Systems and Simpler retains all intellectual property rights to the Simpler Platform, or any modifications thereof, or enhancements created as part of customization services performed on behalf of the County.

***PRODUCT WARRANTY***

County's written acceptance of the Simpler Platform pursuant to this Agreement constitutes an unqualified acceptance of the Simpler Platform as is.

Without limiting the generalities of any exclusion set forth in this Agreement, County will be exclusively responsible as between the parties for and Contractor expressly makes no warranty or representation with respect to:

- Determining that Simpler will achieve the results (such as organizational efficiencies) desired by County;
- Ensuring the accuracy of any input data used with the Simpler Platform;
- Establishing adequate backup provisions for backing up County's data.

***SERVICE LEVEL AGREEMENT***

SCIPs data and SCIPs datapps for Aumentum will be hosted in the Microsoft Azure cloud.

Service levels will be governed by the Microsoft Service Level Agreements (SLAs) for the set of Azure services that Simpler provides, including multiple: networking, security, management, storage, and compute.

The uptime levels of Azure SLAs do not apply to data synchronization issues (sync) that are caused by anomalies or problems due to data errors or irregularities.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. COMPENSATION**

The pricing information in this proposal is confidential and intended only for the use of the County of Solano. Changes in scope or requirements may impact pricing.

Description	Amount
<b>Initial License, unlimited users, Aumentum Source Datapps</b>	<b>10,000</b>
<b>Professional Services (billed by deliverable)</b>	<b>55,500</b>
<b>Total Amount</b>	<b>\$ 65,500</b>
<b>Travel Expense (billed as incurred at \$150/day)</b>	<b>\$ 1,500</b>
<b>Ongoing License &amp; Maintenance (monthly)</b>	<b>\$ 1,500</b>

There are three components to the pricing of this Simpler engagement:

- 1.1 License – A one-time enterprise licensing fee for unlimited users within the four departments: ACO, TTC, ASR, IT.
- 1.2 Professional Services – The Professional Services pricing is detailed in the below table and will be invoiced monthly for completed deliverables.

*Table 1 Deliverable Detail*

Deliverable	Description	Amount
1	License, unlimited users, Aumentum source Datapps	\$10,000
2	Establish a Simpler site including SQL databases for SCIPS data in (MS Azure) Simpler cloud.	4,625
4	Synchronize the SCIPS data into the Simpler database utilizing sync templates.	7,400
5	Provide lookup datapps for primary and supporting tables.	6,475
6	Create basic authentication logins for project participants.	2,775
7	Meet with County staff to capture requirements for additional development.	3,700
8	Meet with County staff to determine security and authentication requirements.	925
9	Develop, customize, and refine datapps for each department	22,200
10	Train and mentor both IT and functional users to develop datapps independently of Simper Systems.	7,400
<b>Total Estimated Professional Services</b>		<b>\$65,500</b>

1.3 Ongoing License & Maintenance (L&M) – A monthly charge that includes web user licenses, technical support, version upgrades, and minor enhancements. NOTE: L&M fees will drop to \$1,000/mo when Aumentum goes live and SCIPS becomes an archival system.

1.4 Monthly maintenance begins at go-live.

## **2. METHOD OF PAYMENT**

After contract signing Simpler will invoice for the initial license.

Simpler Systems will then invoice County periodically but no more frequently than monthly, starting one month after the effective date of this contract. Professional services will primarily be conducted remotely and will be billed as deliverables are completed. Travel expenses when required will not exceed the County's per diem rate. Simpler Systems will provide monthly invoices for deliverables completed and travel expenses incurred during the month.

Invoices will be due when received by County.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

**2. TIME**

Time is of the essence in all terms and conditions of this Contract.

**3. TIME OF PERFORMANCE**

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager. County has the option to extend the contract for additional 12-month periods unless terminated as per Section 4.

**4. TERMINATION**

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

**5. SIGNATURE AUTHORITY**

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.



## 6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

## 7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance  
Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

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

D. Additional Insurance Coverage

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

- |                             |                    |  |
|-----------------------------|--------------------|--|
| (1) Cyber Liability:        | <b>\$1,000,000</b> | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
| (2) Professional Liability: | <b>\$2,000,000</b> | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.  |

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

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

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

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

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers,

officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

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

**H. Waiver of Subrogation**

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

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

**I. Acceptability of Insurers**

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

**J. Verification of Coverage**

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

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

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

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

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

**8. BEST EFFORTS**

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

**9. DEFAULT**

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

## 10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

## 11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides

service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

## **12. RESPONSIBILITIES OF CONTRACTOR**

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

## **13. COMPLIANCE WITH LAW**

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

#### **14. CONFIDENTIALITY**

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

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

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

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

#### **15. CONFLICT OF INTEREST**

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

#### **16. DRUG FREE WORKPLACE**

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

#### **17. HEALTH AND SAFETY STANDARDS**

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

#### **18. CHILD/ADULT ABUSE**

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

#### **19. INSPECTION**

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

## **20. NONDISCRIMINATION**

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

## **21. SUBCONTRACTOR AND ASSIGNMENT**

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

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

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

## **22. UNFORESEEN CIRCUMSTANCES**

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

## **23. OWNERSHIP OF DOCUMENTS**

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

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

## **24. NOTICE**

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

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

## **25. NONRENEWAL**

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

## **26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

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

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

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

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

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

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

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

## **27. CHANGES AND AMENDMENTS**

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

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

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

## **28. CHOICE OF LAW**

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



## **29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

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

## **30. WAIVER**

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

## **31. CONFLICTS IN THE CONTRACT DOCUMENTS**

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

## **32. FAITH BASED ORGANIZATIONS**

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

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

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

## **33. PRICING**

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

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

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

### **35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

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

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

### **36. EXECUTION IN COUNTERPARTS**

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

### **37. LOCAL EMPLOYMENT POLICY**

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano

County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

**38. ENTIRE CONTRACT**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	13	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Report	<b>Department:</b>	General Services
<b>File #:</b>	19-726	<b>Contact:</b>	Mark Hummel, 784-7908
<b>Agenda date:</b>	09/24/2019	<b>Final Action:</b>	
<b>Title:</b>	Approve a report on Best Value Project Delivery per Section 20155.7 of the Public Contract Code; and Authorize the Director of the General Services Department to transmit the report to the California Secretary of State, appropriate policy committees of the State Legislature and the Joint Legislative Budget Committee, relating to the SB1022 Rourk Vocational Training Center		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - California Public Contract Code Section 20155 et seq., B - California Government Code Section 9795, C - SB1022 Best Value Report		

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 report on Best Value Project Delivery per Section 20155.7 of the Public Contract Code; and
2. Authorize the Chairwomen of the Board of Supervisor to transmit the report to California Secretary of State, appropriate policy committees of the State Legislature and the Joint Legislative Budget Committee, relating to the SB1022 Rourk Vocational Training Center.

### **SUMMARY:**

State Public Contract Code (PCC) Section 20155.7 requires the Board of Supervisors to submit a report before January 1, 2020 to California Secretary of State, appropriate policy committees of the State Legislature and the Joint Legislative Budget Committee regarding the County's delivery of projects under Best Value pilot legislation per PCC Section 20155 et seq.

### **FINANCIAL IMPACT:**

The cost of preparation of the draft Best Value report by staff and associated agenda item are minimal and are absorbed by the department's FY2019/20 Adopted Budget.

### **DISCUSSION:**

Solano County sponsored and supported SB762 (Wolk) which was chaptered into law as PCC Sections 20155 - 20155.9 on October 8, 2015 to establish a pilot program for the Counties of Alameda, Los Angeles, Riverside, San Bernardino, San Diego, Solano, and Yuba in which the bidder may be selected on the basis of the best value to the County for construction projects in excess of one million dollars (\$1,000,000). "Best value" means a procurement process whereby the selected bidder may be selected based on objective criteria for evaluating the qualifications of bidders with the resulting selection representing the best combination of price and qualifications.

On October 4, 2016, the Solano County Board of Supervisors approved use of "Best value" method of procurement for construction services for the Rourk Vocational Training Center (RVTC, a.k.a. SB1022) project consistent with PCC Section 20155 et seq. (Attachment A). on June 25, 2019, the Board approved the Notice of Completion, and on August 13, 2019, the Final Audit Report for the RVTC project.

Per Section 20155.7 (a) of the PCC:

"Before January 1, 2020, the Board of Supervisors of a participating county shall submit a report to the appropriate policy committees of the Legislature and the Joint Legislative Budget Committee. The report shall include, but is not limited to, the following information:

- (1) A description of the projects awarded using the best value procedures.
  - (2) The contract award amounts.
  - (3) The best value contractors awarded the projects.
  - (4) A description of any written protests concerning any aspect of the solicitation, bid, or award of the best value contracts, including the resolution of the protests.
  - (5) A description of the prequalification process.
  - (6) The criteria used to evaluate the bids, including the weighting of the criteria and an assessment of the effectiveness of the methodology.
  - (7) If a project awarded under this article has been completed, an assessment of the project performance, to include a summary of any delays or cost increases.
- (b) A report submitted pursuant to subdivision (a) shall be submitted in compliance with Section 9795 of the Government Code." (Attachment B)

Staff of General Services Department's Capital Projects Management Division has prepared a report addressed to the California Secretary of State satisfying the requirements of PCC Section 20155.7, which is now submitted to the Board for approval (Attachment C) and transmittal. Copies will also be sent to State Legislative Counsel, Joint Legislative Budget Committee, Committee for Local Government Chair Assembly member Cecilia Aguiar-Curry, Governance and Finance Committee Chair Senator Mike McGuire and the Board of State and Community Corrections.

Additionally, State Senator Jim Beall (15th District) recently introduced Senate Bill 128: Best Value Construction Contracting for Counties Pilot Program. The bill, if passed and signed by the Governor this year, will add Santa Clara and Monterey Counties to the existing pilot program and extend the program until January 1, 2025. Staff from Solano County Capital Projects Management Division spoke in support of SB 128 before the State Assembly Committee on Local Government on July 3, 2019, and again before the State Senate Governance and Finance Committee on August 28, 2019.

#### **ALTERNATIVES:**

The Board could choose not to approve the report and/or to direct staff to revise the report and return with it again on a later date. This is not recommended because the report is required of California Counties that have used the pilot legislation, that satisfies the requirements of PCC Section 20155.7 (a) and the report is due before January 1, 2020.

**OTHER AGENCY INVOLVEMENT:**

County Administrator's staff and County Sheriff have reviewed and commented on the draft report.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

## **PUBLIC CONTRACT CODE**

### **SECTION 20155-20155.9**

20155. (a) This article provides for a pilot program for the Counties of Alameda, Los Angeles, Riverside, San Bernardino, San Diego, Solano, and Yuba for construction projects in excess of one million dollars (\$1,000,000).

(b) The board of supervisors of a county shall let any contract for a construction project pursuant to this article to the bidder representing the best value or else reject all bids.

(c) The bidder may be selected on the basis of the best value to the county. In order to implement this method of selection, the board of supervisors shall adopt and publish procedures and required criteria that ensure that all selections are conducted in a fair and impartial manner. These procedures shall conform to Sections 20155.3 to 20155.6, inclusive, and shall be mandatory for a county that chooses to participate in the pilot program.

(d) If the board of supervisors of a county deems it to be in the best interest of the county, the board of supervisors, on the refusal or failure of the successful bidder for a project to execute a tendered contract, may award it to the bidder with the second lowest best value score, as determined in accordance with subdivision (c) of Section 20155.5. If the second bidder fails or refuses to execute the contract, the board of supervisors may likewise award it to the bidder with the third lowest best value score, as determined in accordance with subdivision (c) of Section 20155.5.

20155.1. As used in this article:

(a) "Best value" means a procurement process whereby the selected bidder may be selected on the basis of objective criteria for evaluating the qualifications of bidders with the resulting selection representing the best combination of price and qualifications.

(b) "Best value contract" means a competitively bid contract entered into pursuant to this article.

(c) "Best value contractor" means a properly licensed person, firm, or corporation that submits a bid for, or is awarded, a best value contract.

(d) "County" means any of the following counties:

- (1) The County of Alameda.
- (2) The County of Los Angeles.
- (3) The County of Riverside.
- (4) The County of San Bernardino.
- (5) The County of San Diego.
- (6) The County of Solano.
- (7) The County of Yuba.

(e) "Demonstrated management competency" means the experience, competency, capability, and capacity of the proposed management staffing to complete projects of similar size, scope, or complexity.

(f) "Financial condition" means the financial resources needed to perform the contract. The criteria used to evaluate a bidder's

financial condition shall include, at a minimum, capacity to obtain all required payment bonds, performance bonds, and liability insurance.

(g) "Labor compliance" means the ability to comply with, and past performance with, contract and statutory requirements for the payment of wages and qualifications of the workforce. The criteria used to evaluate a bidder's labor compliance shall include, as a minimum, the bidder's ability to comply with the apprenticeship requirements of the California Apprenticeship Council and the Department of Industrial Relations, its past conformance with those requirements, and its past conformance with requirements to pay prevailing wages on public works projects.

(h) "Qualifications" means the financial condition, relevant experience, demonstrated management competency, labor compliance, and safety record of the bidder, and, if required by the bidding documents, some or all of the preceding qualifications as they pertain to subcontractors proposed to be used by the bidder for designated portions of the work. A county shall evaluate financial condition, relevant experience, demonstrated management competency, labor compliance, and safety record, using, to the extent possible, quantifiable measurements.

(i) "Relevant experience" means the experience, competency, capability, and capacity to complete projects of similar size, scope, or complexity.

(j) "Safety record" means the prior history concerning the safe performance of construction contracts. The criteria used to evaluate a bidder's safety record shall include, at a minimum, its experience modification rate for the most recent three-year period, and its average total recordable injury or illness rate and average lost work rate for the most recent three-year period.

20155.2. As used in this article:

(a) "Apprenticeable occupation" means an occupation for which the Chief of the Division of Apprenticeship Standards had approved an apprenticeship program pursuant to Section 3075 of the Labor Code prior to January 1, 2014.

(b) "Skilled and trained workforce" means a workforce that meets all of the following conditions:

(1) All the workers are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards.

(2) (A) As of January 1, 2016, at least 20 percent of the skilled journeypersons employed to perform work on the contract or project by the entity and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief of the Division of Apprenticeship Standards pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the United States Secretary of Labor.

(B) As of January 1, 2017, at least 30 percent of the skilled journeypersons employed to perform work on the contract or project by the entity and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief of the Division of



Apprenticeship Standards pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the United States Secretary of Labor.

(C) As of January 1, 2018, at least 40 percent of the skilled journeypersons employed to perform work on the contract or project by the entity and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief of the Division of Apprenticeship Standards pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the United States Secretary of Labor.

(D) As of January 1, 2019, at least 50 percent of the skilled journeypersons employed to perform work on the contract or project by the entity and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief of the Division of Apprenticeship Standards pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the United States Secretary of Labor.

(E) As of January 1, 2020, at least 60 percent of the skilled journeypersons employed to perform work on the contract or project by the entity and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief of the Division of Apprenticeship Standards pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the United States Secretary of Labor.

(F) For an apprenticeable occupation in which no apprenticeship program had been approved by the Chief of the Division of Apprenticeship Standards prior to January 1, 1995, up to one-half of the graduation percentage requirements of subparagraphs (A) to (E), inclusive, may be satisfied by skilled journeypersons who commenced working in the apprenticeable occupation prior to the chief's approval of an apprenticeship program for that occupation in the county in which the project is located.

(c) "Skilled journeyperson" means a worker who either:

(1) Graduated from an apprenticeship program for the applicable occupation that was approved by the Chief of the Division of Apprenticeship Standards or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the United States Secretary of Labor.

(2) Has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the Chief of the Division of Apprenticeship Standards.

20155.3. A county shall proceed in accordance with the following when awarding best value contracts under this article:

(a) The county shall not select a bidder on the basis of the best value to a county unless, after evaluating at a public meeting the alternative of awarding the contract on the basis of the lowest bid

price, the county makes a written finding that awarding the contract on the basis of best value, for the specific project under consideration, will accomplish one or more of the following objectives: reducing project costs, expediting the completion of the project, or providing features not achievable through awarding the contract on the basis of the lowest bid price.

(b) The county shall prepare a solicitation for bids and give notice pursuant to Section 20125. A county may identify specific types of subcontractors that are required to be included in the bids. A county shall comply with Chapter 4 (commencing with Section 4100) of Part 1 with regard to construction subcontractors identified in the bid.

(c) The county shall establish a procedure to prequalify bidders pursuant to Section 20101. The information required pursuant to this section shall be verified under oath by the bidder in the manner in which civil pleadings in civil actions are verified. Information submitted by the bidder as part of the evaluation process shall not be open to public inspection to the extent that information is exempt from disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).

(d) Each solicitation for bids shall do all of the following:

(1) Invite prequalified bidders to submit sealed bids in the manner prescribed by this article.

(2) Include a section identifying and describing the following:

(A) Criteria that the county will consider in evaluating bids.

(B) The methodology and rating or weighting system that will be used by the county in evaluating bids.

(C) The relative importance or weight assigned to the criteria identified in the request for bids.

(e) Final evaluation of the best value contractor shall be done in a manner that prevents cost or price information from being revealed to the committee evaluating the qualifications of the bidders prior to completion and announcement of that committee's decision.

20155.4. (a) A best value contractor shall not be prequalified or shortlisted unless the contractor provides an enforceable commitment to the county that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades.

(b) A contractor's commitment that a skilled and trained workforce will be used to perform the project or contract may be established by any of the following:

(1) The contractor's agreement with the county that the contractor and its subcontractors at every tier will comply with the requirements of this section and that the contractor will provide the county with evidence, on a monthly basis while the project or contract is being performed, that the contractor and its subcontractors are complying with the requirements of this section.

(2) If the county has entered into a project labor agreement that will bind all contractors and subcontractors performing work on the project or contract, and that includes the requirements of this section, the contractor's agreement that it will become a party to that project labor agreement.

(3) Evidence that the contractor has entered into a project labor agreement that includes the requirements of this section and that will bind the contractor and all its subcontractors at every tier performing the project or contract.

20155.5. Selection of the best value contractor shall be made as follows:

(a) (1) An evaluation committee appointed by the county shall evaluate the qualifications of the bidders based solely upon the criteria set forth in the solicitation documents, and shall assign a qualifications score to each bid.

(2) A county shall establish written policies and procedures, consistent with applicable law, to ensure that members of an evaluation committee are free from conflicts of interest, if the county has not already established applicable written policies and procedures.

(b) A county shall not award a contract for a construction project pursuant to this article if a solicitation for bids for that construction project results in the submission of fewer than three responsive bids to the county for evaluation.

(c) Except as provided in subdivision (d) of Section 20155, the award of the contract shall be made to the bidder whose bid is determined by a county, in writing, to be the best value to the county. To determine the best value contractor, the county shall divide each bidder's price by its qualifications score. The lowest resulting cost per quality point will represent the best value bid.

(d) A county shall issue a written decision of its contract award.

(e) Upon issuance of a contract award, a county shall publicly announce its award identifying the best value contractor to which the award is made, the project, the project price, and the selected best value contractor's score based on the evaluation criteria listed in the request for bids. The notice of award shall be made public and include the score of the selected best value contractor in relation to all other responsive bidders and their respective prices. The contract file shall include documentation sufficient to support the decision to award.

20155.6. (a) If a county elects to award a project pursuant to this article, retention proceeds withheld by the county from the selected best value contractor shall not exceed 5 percent if a performance and payment bond, issued by an admitted surety insurer, is required in the solicitation of bids.

(b) In a contract between the selected best value contractor and a subcontractor, and in a contract between a subcontractor and any subcontractor thereunder, the percentage of the retention proceeds withheld shall not exceed the percentage specified in the contract between the county and the selected best value contractor. If the selected best value contractor provides written notice to a subcontractor that, prior to or at the time the bid is requested, a bond may be required and the subcontractor subsequently is unable or refuses to furnish a bond to the selected best value contractor, then the selected best value contractor may withhold retention proceeds in excess of the percentage specified in the contract between the

county and the selected best value contractor from any payment made by the selected best value contractor to the subcontractor.

20155.7. (a) Before January 1, 2020, the board of supervisors of a participating county shall submit a report to the appropriate policy committees of the Legislature and the Joint Legislative Budget Committee. The report shall include, but is not limited to, the following information:

(1) A description of the projects awarded using the best value procedures.

(2) The contract award amounts.

(3) The best value contractors awarded the projects.

(4) A description of any written protests concerning any aspect of the solicitation, bid, or award of the best value contracts, including the resolution of the protests.

(5) A description of the prequalification process.

(6) The criteria used to evaluate the bids, including the weighting of the criteria and an assessment of the effectiveness of the methodology.

(7) If a project awarded under this article has been completed, an assessment of the project performance, to include a summary of any delays or cost increases.

(b) A report submitted pursuant to subdivision (a) shall be submitted in compliance with Section 9795 of the Government Code.

20155.8. Except as otherwise provided in this article, this article is not intended to change in any manner any guideline, criteria, procedure, or requirement of a county to let any contract for a project to the lowest responsible bidder or else reject all bids.

20155.9. This article shall remain in effect only until January 1, 2020, and as of that date is repealed.

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## **CALIFORNIA GOVERNMENT CODE –**

### **SECTION 9795**

9795. (a)

(1) Any report required or requested by law to be submitted by a state or local agency to the Members of either house of the Legislature generally, shall instead be submitted as a printed copy to the Secretary of the Senate, as an electronic copy to the Chief Clerk of the Assembly, and as an electronic or printed copy to the Legislative Counsel. Each report shall include a summary of its contents, not to exceed one page in length. If the report is submitted by a state agency, that agency shall also provide an electronic copy of the summary directly to each member of the appropriate house or houses of the Legislature. Notice of receipt of the report shall also be recorded in the journal of the appropriate house or houses of the Legislature by the secretary or clerk of that house.

(2) In addition to and as part of the information made available to the public in electronic form pursuant to Section 10248 , the Legislative Counsel shall make available a list of the reports submitted by state and local agencies, as specified in paragraph (1). If the Legislative Counsel receives a request from a member of the public for a report contained in the list, the Legislative Counsel is not required to provide a copy of the report and may refer the requester to the state or local agency, as the case may be, that authored the report, or to the California State Library as the final repository of public information.

(b) No report shall be distributed to a Member of the Legislature unless specifically requested by that Member.

(c) Compliance with subdivision (a) shall be deemed to be full compliance with subdivision (c) of Section 10242.5 .

(d) A state agency report and summary subject to this section shall include an Internet Web site where the report can be downloaded and telephone number to call to order a hard copy of the report. A report submitted by a state agency subject to this section shall also be posted at the agency's Internet Web site.

(e) For purposes of this section, “report” includes any study or audit.

ERIN HANNIGAN  
District 1, Chairwoman (707) 553-5363  
MONICA E. BROWN  
District 2, Vice-Chair (707) 784-3031  
JAMES P. SPERING  
District 3, (707) 784-6136  
JOHN M. VASQUEZ  
District 4, Pro Tem (707) 784-6129  
SKIP THOMSON  
District 5, (707) 784-6030

BOARD OF SUPERVISORS



**SOLANO**  
**COUNTY**

BIRGITTA E. CORSELLO  
County Administrator  
(707) 784-6100

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[www.solanocounty.com](http://www.solanocounty.com)

September 24, 2019

The Honorable Mr. Alex Padilla  
California Secretary of State  
1500 11<sup>th</sup> Street  
Sacramento, CA 95814

**DRAFT**

RE: Report to California State Legislature per Section 20155.7 of the Public Contract Code – best value construction contract award pilot program

Dear Honorable Mr. Secretary,

Accompanying this letter of transmittal, please find Solano County's report to the State Legislature as required by Section 20155.7 of the Public Contract Code. This report documents Solano County's experience using best value construction contract award procedures for the recently completed Rourk Vocational Training Center in Fairfield, California. A one-page summary of the report's contents precedes the full report.

PCC 20155.7 requires before January 1, 2020, that the board of supervisors of a participating county shall submit a report to the appropriate policy committees of the Legislature and the Joint Legislative Budget Committee. The report is submitted to your office in satisfaction of the requirements of PCC 20155.7, for further dissemination to the appropriate legislative bodies. We welcome any questions or comments from your office regarding this matter.

Respectfully Submitted,

ERIN HANNIGAN, Chairwoman  
Solano County Board of Supervisors

c: Senator Jim Beall, District 15  
Assemblymember Jim Frazier, District 11  
Assemblymember Cecilia Aguiar-Curry, District 4  
Chief Clerk of the Assembly, E. Dotson Wilson  
Tam Ma, Senior Advisor to the Governor  
Board of State and Community Corrections

Senator Bill Dodd, District 3  
Senator Mike McGuire, District 2  
Assemblymember Tim Grayson, District 14  
Joint Legislative Budget Committee  
State Legislative Counsel  
Clerk of the Board of Supervisors

Enclosure

**Report to Legislative Analyst's Office**  
**Solano County's Report on Section 20155.7 of Public Contract Code**

SEPTEMBER 24, 2019

Page 2

**Executive Summary of Report Contents:**

Solano County delivered the new 46,000 s.f. Rourk Vocational Training Center in Fairfield using best value selection procedures. The construction contract amount, awarded to Hensel Phelps Construction Company, was \$18,500,000. No written protests were received concerning the solicitation, bid, or award for the project.

A two-part prequalification process was used consisting of 1) mandatory requirements and 2) relevant experience and past performance. Each Statement of Qualifications (SOQ) was evaluated against criteria including: Total overall firm qualifications, demonstrated management competency, financial condition, labor compliance, relevant experience and safety record. The SOQ score was combined with the subsequent bid proposal score to arrive at a total best value score for each pre-qualified General Contractor.

Criteria used to evaluate the subsequent bid proposals included: Project team qualifications, project approach/management, schedule plan, local labor and business participation plan and additional enhancements to the project. Quality points assigned values to each category up to a weighted maximum:

- Statement of Qualifications Score – 350
- Project Team Qualifications – 150
- Project Approach/Management – 150
- Schedule Plan – 75
- Local Participation – 75
- Enhancements, Owner- and Contractor-proposed – 280 (price component)

Total Quality Points – 1,080

The bid evaluation methodology proved effective, evidenced by the high quality of General Contracting firms attracted to propose, compliance of the contractors with requirements, low number of requests for clarification, consistent scoring of proposals, added value from Owner-identified and Contractor-proposed project enhancements included with the bid proposals, and absence of protest from proposing Contractors regarding the overall bid and award process.

Best value procedures proved effective overall, demonstrated by the high qualifications of the selected project construction personnel, their proactive recruitment of local labor and business, compliance with Project Labor Agreement requirements, attention to jobsite safety and overall high quality of completed work.

The original construction contract was for \$18,500,000. The final amount was \$20,173,466 - a 9% cost increase required to remedy errors and omissions (E&O) in the construction documents, compensate the General Contractor for schedule delay and for additional owner-requested items. The increases in construction costs were not a direct consequence of having used best value procedures. Indeed, best value procurement attracted a high-quality General Contractor to the project – one willing to work in a collaborative manner to resolve challenges and mitigate additional project costs and delays while providing a quality product.

**Introduction**

During the pilot program reporting period, Solano County successfully delivered the new 46,000 s.f. Rourk Vocational Training Center project in Fairfield, California, using best value procurement as authorized by Public Contract Code (PCC) 20155 et seq. Major financing for this project was provided by the Board of State and Community Corrections under SB1022, with a matching contribution from Solano County.

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The County received the Certificate of Occupancy for the project from the State Fire Marshal and from the Local Building Official on December 27, 2018. The County began instruction in the new facility on March 20, 2019. Final construction close-out paperwork was completed over spring 2019, with the final Notice of Completion approved by the Solano County Board of Supervisors on June 25, 2019.

A description of the new Rourk Vocational Training Center project and associated best value delivery procedure conducted by Solano County, as required by Section 20155.7 of the Public Contract Code, follows.

**Description of project awarded using the best value procedures:**

The Rourk Vocational Training Center (RVTC) project houses programs that establish and/or expand rehabilitation programs for adult offenders, equips offenders with effective life skills and prepares offenders for productive employment in order to reduce the recidivism rate among Solano County's incarcerated population.

RVTC was 90% funded by the State of California under the supervision of the Board of State and Community Corrections per authorizing Senate Bill 1022, with a corresponding 10% match from Solano County. Solano County's Board of Supervisors approved the final Notice of Completion for the project on June 25, 2019.

The project was constructed on 3.83 acres of County-owned land near Clay Bank Road in Fairfield, CA. The scope of the SB1022-financed RVTC project consists of approximately 46,000 square-feet of new construction for two buildings – a four-classroom and administration building of approximately 10,000 square feet of Type IIA construction, a high-bay vocational training building of approximately 36,000 square feet of Type IIB construction with eight separate shops and shared instructional rooms, and associated site improvements including new water, sewer, storm drain, electricity, telephone/data and natural gas connections serving the new training center.

Both buildings have a rigid steel-frame primary structure over slab on grade with deep concrete footings. Exteriors have metal roofing and wall cladding with aluminum window systems. Polished concrete masonry block wainscots to 36" above grade around the exterior of the building and provides durable protection from equipment and operations damage. Interior wall construction is of steel studs faced with standard wall board in the classroom and administration areas, while the vocational shop walls and ceilings are faced in exposed insulated metal panel or protective plywood, giving the shops a "light industrial" feel.

Heating and cooling is provided via Variable Refrigerant Flow technology offering targeted zone control in the classrooms and administration areas, while space heaters are used in the larger vocational shops. PG&E electrical power is augmented by on-site rooftop solar. The buildings are fully fire-sprinklered and alarmed. Facility security is monitored from a central control booth in the classroom building by Sheriff's staff via security cameras and operable security door controls throughout the facility.

Classrooms and shops are furnished with corresponding equipment and tools; large flat screen instructional wall monitors, individual instructional computers in the computer classroom, laboratory-grade countertops and fume hood in the life science classroom, vocational equipment for plumbing, electrical/green technology, carpentry, sheet metal working, welding and automotive and diesel engine repair in the shops. An exterior tarmac area allows for commercial truck driver education and training. A new security fence was erected along the perimeter of the site.

The project utilizes energy-efficient design approaches and is expected to achieve LEED™ Silver certification, with final certification from the US Green Building Council (USGBC) now pending.



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**Contract award amount:**

On January 10, 2017, the Solano County Board of Supervisors authorized the Department of General Services to request bid proposals from pre-qualified contractors for the construction of the SB1022-financed RVTC Project ("Project") under Best Value procurement consistent with PCC Section 20155-20155.9, based on project documents prepared by Kitchell Engineering and Architectural Services. The process was administered by County staff, with support from consulting construction management firm Gilbane Building Company. Of six firms submitting Statements of Qualifications, four met the prequalification criteria. Subsequently, these four firms submitted bid proposals that were duly evaluated. On April 11, 2017, the Board adopted a resolution to make necessary findings under Best Value procurement and conditionally awarded a contract to Hensel Phelps Construction Co. to construct the Project (conditioned upon subsequent approval by Board of State and Community Corrections, which was obtained).

The original construction contract award amount to Hensel Phelps Construction Company was \$18,500,000.

**Best value contractor awarded the project:**

The best value General Contractor awarded the project was Hensel Phelps Construction Company of Greeley, Colorado – Northern California District, San Jose.

**Description of any written protests concerning any aspect of the solicitation, bid, or award of the best value contract, including the resolution of the protests:**

No written protests were received concerning any aspect of the solicitation, bid, or award for the RVTC project.

**Description of the prequalification process:**

On October 4, 2016, the Solano County Board of Supervisors authorized the "best value" method of procurement for the ("SB1022") RVTC project.

**Solicitation – RFQ**

Thereafter, on October 17, 2016, the Department of General Services released a Request for Qualifications (RFQ) from contractors interested in bidding on the project, with the intention to short-list the three to five most qualified firms.

On October 20, 2016, a mandatory meeting attended by eight firms potentially interested in submitting a Statement of Qualifications (SOQ) for the RVTC Project was held by Solano County, at which time the project scope was described, the best value procurement process explained, and SOQ criteria and evaluation process reviewed with all attendees.

**Evaluation process**

The prequalification process was successfully accomplished using two-part responses from interested General Contractors, in accordance with the requirements of PCC 20155.3, consisting of 1) mandatory requirements and 2) relevant experience and past performance. The Request for Qualifications (RFQ) was openly posted on October 17, 2016, with six SOQs received by November 17, 2016. Each part of the SOQ was evaluated by a commensurately qualified multi-disciplinary team of County staff, County consultants and volunteers, including a retired California State Department of General Services Director, using pre-established evaluation criteria published in the RFQ notice, including:

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- Firm & project type qualifications
- Demonstrated management competency
- Financial condition
- Labor compliance
- Relevant experience
- Safety record

A total of six SOQs were received and evaluated by a sub-committee comprised of members of the SB1022 Project Steering Committee. Firms submitting SOQs included:

- DPR Construction
- Flint Builders, Inc.
- Hensel Phelps Construction Company
- Otto Construction
- Overaa Construction
- Thompson Builders Corp.

RFQ evaluation criteria

The RFQ criteria consisted of two parts, Part A – Mandatory Requirements and Part B – Relevant Experience and Past Performance (PCC 20155.3 requirements).

Part A – Mandatory Requirements, firms were required to submit:

Declaration – A declaration stating that reasonable diligence has been used in its preparation of the submittal and that all information provided is true and complete to the best of the signer's knowledge.

Corporate Structure – Evidence demonstrating that those required to design and construct the project are in possession of all required licenses, registration, and credentials are in good standing

Financial Information – Evidence, including financial statements, that establishes that the General Contractor has the capacity to perform the work under the project and obtain all required payment and performance bonding.

Insurance – Evidence that establishes that the General Contractor has liability insurance, Worker's Compensation, and errors and omissions insurance, and other insurance requirements as identified in a corresponding "Exhibit 1".

Termination/Failure to Complete, Violations, Claims, Arbitration and Litigation – Information concerning any claims, litigation, violations, or convictions and including agreement to comply with all provisions of law and code applicable to the project.

Part B – Relevant Experience and Past Performance, firms were required to submit specific project related experience in projects of relevance of size, scope, complexity and design character, including:

Firm Experience – Examples of relevant projects clearly and concisely presented with the relevance to the RVTG Project identified:

- Firm Profile
- Location of the office that will be responsible for the implementation of the Project

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- Explanation of the firm's capabilities as they relate to the firm's current and projected workload
- Delivery Methods – description of past experience with fixed price construction projects and the methods of project delivery and cost control
- Management – indicating how the firm has directed or participated in projects on strong team organizations with clear lines of authority and hierarchy
- Other project related experience including energy efficiency and sustainable building design experience

Jail/Vocational Facility Experience – Experience with the major elements of the project which include metal buildings, classrooms and vocational shops:

- At least three, but no more than five, examples of projects completed, the description of each project, names of personnel involved and the role of each
- Special systems that have similarities to this project such as advanced security systems, vocational shops, classrooms and jail aspects
- Initial contract amount and the final contract value
- Client reference and contact information for each project submitted

**Safety Record:**

- Current Safety record for the General Contractor (EMR)
- Industry recognition received for Safety excellence
- Alliance agreements with CalOSHA and describe the relationship and how it has improved safety on the projects
- CalOSHA citations at the level of willful, serious and/or repeat within the last 7 years
- CalOSHA citations received at any level and provide the specifics
- Standard Safety Plan elements that exceed CalOSHA requirements, if any please describe
- Corporate programs designed to enhance safety on the project and how they are resulting in increased safety results

**Claims History:**

- Listing of any claims, lawsuits or liquidated damages on a project within the State of California within the past 5 years alleging damages in excess of \$50,000
- Detailed information describing the loss or damages being alleged

**Evaluation outcome**

The evaluation process resulted in a determination that four of six responding firms – DPR Construction, Hensel Phelps Construction Co., Otto Construction and Overaa Construction – scored the highest and met the minimum requirements. The Evaluation Committee recommended to the project Steering Committee that these four firms be invited to submit best value bid proposals.

**The criteria used to evaluate the bids, including the weighting of the criteria and an assessment of the effectiveness of the methodology:**

**Solicitation – RFP**

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On January 27, 2017, Solano County issued a Request for Proposals (RFP) to the four previously identified pre-qualified General Contractors, with proposals due March 9, 2017. The RFP included detailed information on the project scope, construction budget (a stipulated sum of \$18,500,000), Project Labor Agreement requirements, other County project delivery requirements including attending pre-proposal conference and local sub-contractor vendor outreach goals, along with the terms, process and schedule for the submittal of General Contractor bid proposals and their corresponding evaluation.

RFP evaluation criteria

The published best value proposal score evaluation criteria included:

Project Team Qualifications

- Project Team
- Organization Chart
- Project Team Resumes

Project Approach/Management

- Communications
- Meetings and Conferences
- Coordination with Inspection Services
- QA/QC Plan
- Subcontractor Management
- Construction Logistics Plan
- Safety Plan
- Skilled Workforce Plan
- Post Occupancy Warranty Plan

Schedule Plan

- Schedule Approach
- Draft Schedule
- Schedule Duration Commitment

Local Participation Plan

- Local Labor Commitment
- Subcontracting Commitment

Enhancements to the Project - (price component of best value)

- Completed Enhancement Form

Evaluation process, weighting

The County performed a preliminary review of proposals received to identify any obviously defective proposals. All proposals from General Contractors which remained were then forwarded to the Evaluation Committee, comprised of qualified individuals selected by the County. In evaluating proposals, the Committee considered the information provided in each General Contractor's proposal, including compliance with the prescribed requirements and such other data as requested in the RFP. The Committee evaluated each Contractor's entire proposal response, considering each of the main criteria, except that Enhancements to the project were submitted to, evaluated and scored by a separate sub-committee so that any Contractor-proposed Enhancements beyond those identified for inclusion by the Owner would not unduly sway the Evaluation

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Committee's scoring of the other qualitative criteria. The Evaluation Committee then assigned the total quality point value, including the separately determined points for Enhancements, to each item up to a maximum:

- Statement of Qualifications Score – 350
- Project Team Qualifications – 150
- Project Approach/Management – 150
- Schedule Plan – 75
- Local Participation – 75
- Enhancements (both Owner- and Contractor-proposed) – 280

Total Quality Points – 1,080

Enhancements to the project

To demonstrate best value for the Project and the County, Proposers were encouraged to include enhancements to the project in their proposal, within the stipulated sum maximum price. The County had identified twenty-six potential enhancements to the base project scope and ranked them per County stakeholder priorities.

These Owner-Identified Enhancements were listed on the project drawings in four priority groups with corresponding points available: Outstanding, Significant, Moderate and Exceptional.

Examples of County-identified enhancements included additional infrastructure for future internet connectivity, additional intercoms, door card readers and CCTV cameras, vocational training equipment, roll-up door security grilles at the vocational shops, main entrance canopy, ballistic-grade glazing, metal detectors and additional shop storage mezzanines.

The County also encouraged proposers to develop their own enhancement suggestions for consideration as General Contractor's Additional Proposed Enhancements. A maximum of five additional enhancements were considered. Proposing Contractors were required to submit a narrative description of each enhancement, its benefits to the County, estimated value of the enhancement and a cost/benefit analysis if applicable.

Evaluation outcome

Of the four proposals evaluated, Hensel Phelps Construction Company's received the highest overall best value score based on the strength of the proposal, inclusion of all owner-identified enhancements and additional value-added Contractor-proposed enhancements to the project. The winning proposal included all twenty-six County-identified enhancements and five additional enhancements provided by the Contractor including reel-mounted LED shop lights and heavy-duty storage shelving in the vocational instruction bays, higher-grade casework in classrooms and shops, durable epoxy floor coatings and enhanced warranty period tracking and response. The Evaluation Committee recommended award of the construction contract to Hensel Phelps Construction Company, approved by the Solano County Board of Supervisors on April 11, 2017.

Effectiveness of the methodology

The evaluation methodology proved effective, as evidenced by the:

- High quality of General Contracting firms attracted to propose on the project
- Consistent compliance of all proposing Contractors with proposal instructions and requirements
- Low number of requests for clarification from proposing Contractors, indicating the methodology was clearly understood

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- Consistent scoring of Contractor submittals among the Evaluators
- Best value provided to County (and State) in the form of Owner-Identified Enhancements to the project and additional Contractor-Proposed Enhancements
- Absence of dispute or protest from proposing Contractors regarding the overall evaluation process and final criteria-based determination.

**If a project awarded under this article has been completed, an assessment of the project performance, to include a summary of any delays or cost increases:**

Assessment of project performance

For the completed RVTC, the best value procedure has proven to be an effective project delivery method for Solano County, evidenced by:

- PCC Section 20155 allowing construction documents to be fully 100% complete before bidding, which was desired for this specialized, more complex project over which the County wished to retain a higher level of design control, as compare with e.g. a Design-Build best value delivery approach in which the responsibility for project design is assigned to the design-build contractor's team based on concept-level documents provided by the County
- The overall high quality of the General Contractor and project-specific team selected to deliver the project, including the:
  - Demonstrated capacity to perform the work
  - High level of relevant experience and competence of the project-specific construction team personnel
  - Proactive recruitment by Hensel Phelps of local labor and business participation
  - Willing compliance of Hensel Phelps with Project Labor Agreement requirements and dispute resolution protocol
  - Diligent attention to jobsite safety
  - Overall high quality of completed work

Notably, the more collaborative attitude with which Hensel Phelps approached the project and County stakeholders via the best value methodology contrasted with the too-often more adversarial relationship between owner and contractor encountered in a low-bid project delivery scenario. With the Rourk Vocational Training Center project, Hensel Phelps' proactive identification of errors and omissions in the design documents allowed resolution of issues in advance of the point at which schedule impacts would have occurred, instances of which might otherwise have been targeted for exploitation in a low-bid project delivery scenario.

Additionally, General Contractor Hensel Phelps' proactive re-sequencing of work efforts mitigated delay damages to the project from two significant unforeseeable circumstances – a significant civil engineering design error discovered early in the construction phase that resulted in a delay of seven weeks in the summer of 2017, and a subsequent eleven week delay in obtaining critical deferred submittal approval from the State Fire Marshal during active construction in the fall and winter of 2017-18.

As a result of the demonstrated collaborative, proactive team approach engendered by Solano County's experience with best value project delivery methodology for the RVTC, Solano County would consider best value procurement for delivery of appropriate future projects.

Project budget and final cost

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The original project budget was \$26.25M. This amount included the estimated construction cost as well as allowances for all other "soft costs" associated with the project's delivery and outfitting (e.g., professional architectural and engineering fees, environmental review, insurance, construction permit fees, professional construction management fees, County project administration, Sheriff's transition team staff time, testing and special inspections, utility hook-up fees, equipment and furnishings, and final audit). It also included a non-cash value of \$1.08M for the County land upon which the facility is constructed. The final project cost was \$25,720,099 (or \$26,800,099 including non-cash land value) representing increases via approved change orders to remedy errors or omissions in the construction documents, compensate for unanticipated construction schedule delays, or to add owner-requested items to the project.

Of the overall project budget, the line-item construction budget was \$19,400,000. At the time of bidding, \$900,000 was reserved as contingency and the best value bid solicitation issued with \$18,500,000 stipulated as the total sum for all project construction including any enhancements.

Construction delays, cost increases

The original construction contract amount at the time of award was \$18,500,000. The final contract amount at project completion was \$20,173,466, an increase of 9% over the original amount. This increased amount included costs for remedying errors and omissions in the architect-produced construction documents as well as for owner-requested additional scope items paid out of contingency. Cost increases due to errors and omissions in the construction documents for the project totaled \$1,336,264 – 7.2% over the original contract amount. Of this, \$803,550, or 4.3%, was for rework and delay costs associated with a single civil engineering design error discovered early in construction that resulted in a delay of seven weeks in the summer of 2017. Owner-requested items totaled \$337,202, or 1.8% of the total 9% beyond the original contract amount.

A further \$500,000 in construction cost to the project (2.7% over original contract amount), and settled separately with the General Contractor, resulted from longer review and approval times than originally represented by the State Fire Marshal (SFM) of critical structural documents submitted during active construction. Total additional project cost related to the longer review time, including direct construction delay cost and additional construction management/project administration was \$803,000. A post-construction debrief was held in early 2019 by County project staff with SFM management representatives, conclusions from which may allow the SFM to improve approval processes for future projects supported by State financing.

The increases in construction costs were not a direct consequence of having used best value construction contract procurement. Indeed, best value procurement attracted a high-quality General Contractor to the project – one willing to work in a collaborative manner to resolve challenges and mitigate additional costs and delay while providing a quality product.



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	14	<b>Status:</b>	Consent Calendar
<b>Type:</b>	ATR	<b>Department:</b>	First 5 Solano
<b>File #:</b>	19-692	<b>Contact:</b>	Michele Harris, 784-1332
<b>Agenda date:</b>	09/24/2019	<b>Final Action:</b>	
<b>Title:</b>	Approve an Appropriation Transfer Request (ATR) of \$615,000 from First 5 Solano's Contingency Fund for tenant improvements at the Vallejo First 5 Center (4/5 vote required)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>			

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

### **DEPARTMENTAL RECOMMENDATION:**

First 5 Solano recommends the Board approve an Appropriation Transfer Request (ATR) of \$615,000 from First 5 Solano's Contingency Fund for tenant improvements at the Vallejo First 5 Center (4/5 vote required).

### **SUMMARY/DISCUSSION:**

First 5 Solano is opening a First 5 Center in Vallejo, which will include approximately 9,000 square feet of space for a multitude of services for parents/caregivers, young children and First 5 Solano administrative offices. First 5 Solano has identified a location at 3375 Sonoma Blvd., secured a lease and secured a nonprofit agency to provide the services. In early August 2019, the City of Vallejo approved the plans for tenant improvements and the landlord's contractor began construction. In addition, First 5 Solano is in the process of securing vendors for furniture, signage and other needed components.

The full cost of tenant improvements is currently estimated at \$1.77 million. First 5 Solano has been seeking funding for tenant improvements and as of August 2019, has secured \$1,155,000, including your Board's support of \$200,000 in General Fund in FY2018/19. First 5 Solano is actively pursuing funders to generate the remaining need for this project.

In August 2019, the First 5 Solano Commission agreed to allocate resources from Contingency to fund the current gap so as to not halt construction. In the event that funding is not secured from other funders, the Commission will be utilizing these funds to complete the tenant improvements. This ATR recognizes the revenue and expenditure associated with the Contingency funds.

### **FINANCIAL IMPACT:**

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



FY2019/20 Budget. The \$615,000 was not included in the FY2019/20 Budget; therefore, an ATR must be approved by the Board to access the funds from contingency.

**ALTERNATIVES:**

The Board could elect to not approve the ATR in the amount of \$615,000 from First 5 Solano's Contingency for tenant improvements; however, this is not recommended as tenant improvements are needed to make the space functional for services for young children.

**OTHER AGENCY INVOLVEMENT:**

There was no other agency involvement in this item.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



# Solano County

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## Agenda Submittal

<b>Agenda #:</b>	15	<b>Status:</b>	Consent Calendar
<b>Type:</b>	ATR	<b>Department:</b>	Sheriff's Office
<b>File #:</b>	19-697	<b>Contact:</b>	Angelica Russell, 784-7064
<b>Agenda date:</b>	09/24/2019	<b>Final Action:</b>	

**Title:** Accept a \$50,000 Rachael Ray: Save Them All grant funded by the Rachael Ray Foundation and administered by Best Friends Animal Society to reduce shelter deaths for the period of August 26, 2019 through September 1, 2020; Authorize the Sheriff, pending County Counsel concurrence, to execute the agreement and any amendments that remain within budgeted appropriations; and Approve an Appropriations Transfer Request (ATR) of \$50,000 to recognize unanticipated grant revenue and related appropriations associated with Animal Care Services' Hipped to be Tipped - Shelter Neuter Return project (4/5 vote required)

**Governing body:** Board of Supervisors

**District:** All

**Attachments:**

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

### DEPARTMENTAL RECOMMENDATION:

The Sheriff recommends that the Board of Supervisors:

1. Accept a \$50,000 Rachael Ray: Save Them All grant funded by the Rachael Ray Foundation and administered by Best Friends Animal Society to reduce shelter deaths for the period of August 26, 2019 through September 1, 2020;
2. Authorize the Sheriff, pending County Counsel concurrence, to execute the agreement and any amendments that remain within budgeted appropriations; and
3. Approve an Appropriations Transfer Request (ATR) of \$50,000 to recognize unanticipated grant revenue and related appropriations associated with Animal Care Services' Hipped to be Tipped - Shelter Neuter Return project (4/5 vote required).

### SUMMARY:

The Sheriff's Office Animal Care Services Division (Animal Care) entered into a partnership with Best Friends Animal Society (Best Friends) to conduct an assessment of the County's animal shelter operations. One recommendation was to increase spay/neuter funding to help solve the overpopulation issues with community cats, thereby reducing the number of cats brought in to the animal shelter. In response, Animal Care applied for a Rachael Ray: Save Them All (STA) grant funded by the Rachael Ray Foundation and administered by

Best Friends. The STA grants fund projects that will reduce shelter deaths. Proposed projects must demonstrate a direct impact on saving lives and/or leading to a reduction in shelter deaths.

On August 19, 2019, Best Friends notified Animal Care that Animal Care was awarded a \$50,000 STA grant. The accepted project, Hipped to be Tipped - Shelter Neuter Return (SNR), provides spay/neuter services for up to 500 community cats from within the borders of Solano County. Community outreach efforts would encourage Solano County residents and animal organizations to bring in community cats for no-cost spay/neuter services, resulting in reduced shelter admissions and operating costs in the future. The community cats may be kept at the shelter until adopted, with the remaining returned to community areas by county residents or the animal organizations that brought them in.

#### **FINANCIAL IMPACT:**

Solano County will receive \$50,000 in STA grant funds for the period August 26, 2019 through September 1, 2020. This grant does not include a match provision. Animal Care anticipates expending all grant funds during FY2019/20. The Appropriations Transfer Request will increase appropriations by \$50,000 to increase extra-help and overtime hours to provide services and to purchase animal care, medical, and pharmaceutical supplies. The new appropriations are entirely offset with unanticipated grant revenue. Therefore, Board approval will not have any impact to the County General Fund.

The cost associated with preparing the agenda item is nominal and absorbed by the department's FY2019/20 Working Budget.

#### **DISCUSSION:**

Best Friends Animals Society is a 501(c)(3) nonprofit corporation based in Kanab, Utah whose mission is *No More Homeless Pets*. Best Friends works collaboratively with animal rescue groups, city shelters and passionate individuals who are all dedicated to help end the deaths in America's animal shelters through building community programs and partnerships all across the nation. The July 2019 on-site assessment included a two day visit by Best Friends staff at the shelter to assess current procedures, operations and staff. Shelter staff provided Best Friends with statistics and information regarding intake, spay and neuter, adoptions, live release rates, and all transfer partnerships. Best Friends then provided recommendations to shelter management on increasing organizational efficiencies and life-saving capacity of animals in Solano County. Some of these recommendations included: implementing a managed intake program, which refers to any form of regulating or scheduling intake; engaging the community to help solve the overpopulation issues in cats; and work within the "Capacity for Care model" which refers to how many pets a shelter can house while still providing them with appropriate care, veterinary attention, adequate space, stress relief, and caregiver attention.

Best Friends provides grants to animal welfare organizations who are members of the Best Friends Network and are working to save animal lives by providing an unfunded or underfunded need in the area they serve. Through the Rachael Ray Foundation, a private foundation that is fully funded by the proceeds from the sale of Rachael Ray Nutrish pet food products, Best Friends sponsors and distributes grants for proposed projects that demonstrate a direct impact on saving and/or leading to a reduction in shelter deaths such as; targeted spay/neuter, adoption initiatives, trap-neuter-return or return to field projects for community cats and intake prevention programs.

Community cats (a.k.a. feral cats) live outdoors and are not considered pets. Community cats do not have owners and are generally not socialized. Best practices have demonstrated that SNR is an effective, humane method to reduce the number of community cats in an area. The term "neuter," while more commonly used to refer to the castration of male pets, can be used to describe the sterilization of either female or male pets through the removal of reproductive organs. Sterilization directly impacts the number of animals who are killed

in our nation's shelters by reducing the number of pets entering shelters and freeing up homes for homeless pets who are already born. By asking the public to bring in cats to be altered and then place them back where they live, the shelter will decrease its population, therefore working more within a Capacity for Care model. When a shelter is operating at their Capacity for Care, and not operating at total available capacity only, the needs of every animal admitted to the shelter are better met and staff is able to thrive, resulting in better outcomes for the animals and ability to serve more animals.

In FY2018/19, Animal Care completed 3,224 spay/neuter procedures; 2,224 completed on surrendered or abandoned animals housed at the shelter and 1,000 completed on animals paid for by their owners at our low cost spay and neuter clinic. With the additional resources dedicated to the SNR project, Animal Care estimates completing over 3,700 spays and neuters in FY2019/20.

**ALTERNATIVES:**

The Board can choose not to accept the grant; however, this alternative is not recommended as the SNR project will help address the overpopulation of cats within the County.

**OTHER AGENCY INVOLVEMENT:**

None.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



# Solano County

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## Agenda Submittal

<b>Agenda #:</b>	16	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Miscellaneous	<b>Department:</b>	Sheriff's Office
<b>File #:</b>	19-731	<b>Contact:</b>	Don Ryan, 784-1616
<b>Agenda date:</b>	09/24/2019	<b>Final Action:</b>	
<b>Title:</b>	Approve updates to the 2017 Homeland Security Grant Program Expenditure Plan and the 2018 Homeland Security Grant Program Expenditure Plan to reflect the movement of grant projects from one expenditure plan to the other and that remain within the respective grant awards		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - HSGP Project Adjustments		

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 approve updates to the 2017 Homeland Security Grant Program Expenditure Plan and the 2018 Homeland Security Grant Program Expenditure Plan to reflect the movement of grant projects from one expenditure plan to the other and that remain within the respective grant awards.

### **SUMMARY:**

The Sheriff's Office of Emergency Services (OES) reviewed the 2017 and 2018 Homeland Security Grant Program (HSGP) Expenditure Plans and is recommending modifications to individual projects and moving projects between the 2017 and 2018 plans to allow for the County to fully expend all grant funds and complete planned purchases within the grant periods. The recommended changes were approved by the Solano Operational Area HSGP Approval Authority Body on July 9, 2019, and then approved by the State of California's Office of Emergency Services (Cal-OES) through the grant budget modification process on August 19, 2019. The Sheriff's Office is now requesting the Board approve the changes to the HSGP expenditure plans. A detailed description of the significant changes are provided in the Discussion section of this report and are also outlined in Attachment A - HSGP Project Adjustments.

### **FINANCIAL IMPACT:**

Solano County was awarded \$510,683 under the 2017 HSGP for the grant period of September 1, 2017 through May 31, 2020; and \$511,292 under the 2018 HSGP for the grant period of September 1, 2018 through May 31, 2021. Board approval of the updates to the 2017 and 2018 HSGP Expenditure Plans will not impact the County General Fund as the recommended changes to the HSGP Expenditure Plans do not exceed their respective grant awards (Attachment A) and the HSGP Working Budget is sufficient to realign appropriations

between expenditure plans.

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

### **DISCUSSION:**

The National Preparedness Goal is for communities to be prepared for all types of disasters and emergencies, specifically to have community-wide capabilities to prevent, protect against, respond to, and recover from the threats and hazards that pose the greatest risk. The National Preparedness System outlines an organized process for everyone in a community to move forward with preparedness activities to achieve this goal. The federal 2017 and 2018 HSGP support the National Preparedness System by funding activities that build, sustain, and deliver the core capabilities of Prevention, Protection, Mitigation, Response, and Recovery. In turn, California's HSGP administered by Cal-OES awards funds for the purpose of improving prevention and protection capabilities at the state, tribal, and local levels to address critical infrastructure protection and strengthen medical surge and mass prophylaxis.

Solano County's 2017 and 2018 HSGP Expenditure Plans were approved by the Board on September 12, 2017 and December 4, 2018, respectively. These plans were developed in consultation with the Solano Operational Area HSGP Approval Authority Body, which is composed of the Solano County Sheriff, the County Public Health Officer, the Fairfield City Fire Chief, the Vacaville Fire Protection District Chief, and the Vallejo City Police Chief. Members of the Approval Authority Body are selected by the Police and Fire Chief's Association. During the grant periods, the Approval Authority Body and Cal-OES have approved minor modifications to these plans. The Sheriff's Office is returning to the Board since this recommended change is significant. The Approval Authority Body has approved the recommended expenditure plan changes including the significant changes described below. These changes are also outlined in Attachment A - HSGP Project Adjustments.

- Move Project: Fairfield Urban Search and Rescue (USAR) Vehicle from the 2017 HSGP Expenditure Plan to the 2018 HSGP Expenditure Plan. The project is to purchase a USAR vehicle for the Fairfield Fire Department to safely transport team members, tow the USAR trailer, and tow vital equipment which will increase response capabilities and improve incident response time. The original project was budgeted at \$142,463 and included in the 2017 Homeland Security Grant Program (HSGP) Expenditure Plan approved by the Board of Supervisors on September 12, 2017. Agreement of vehicle specifications between fire agencies was delayed due to agencies responding to the many fires during the 2018 fire season. The agreed-upon specifications were provided to County Purchasing and bids were solicited. Bid responses came in overbudget and it was decided to cancel the original bid in accordance with County Purchasing Policy and the re-issue the bid at a later date. Unfortunately, vehicle production line schedules could not accommodate the new bid timeline. The project budget is recommended to be increased to \$172,453 and moved to the 2018 HSGP to accommodate the revised build timeline and complete the purchase. The increased project budget for the USAR is fully offset by savings in other grant projects.
- Move a part of Project: USAR Team Support from the 2017 HSGP Expenditure Plan to the 2018 HSGP Expenditure Plan. Project provides selected team members with search and rescue training through a FEMA approved Rope Rescue course (\$19,576). Training has been completed. The remaining 2017 project elements were reduced by \$6,258.
- Move a part of Project: Benicia Fire Interoperable Radios from the 2017 HSGP Expenditure Plan to the 2018 HSGP Expenditure Plan. Project is to purchase up to nine portable multiband radios for the Benicia Fire Department to enhance interoperability communications among Benicia, Solano, Contra Costa, and Alameda Counties (\$26,745).

- Move a part of Project: Hazardous Materials Team Support from the 2017 HSGP Expenditure Plan to the 2018 HSGP Expenditure Plan. Project is to purchase joint-agency personnel protective gear and support equipment necessary to ensure the team is response ready, maintain certifications, and have enhanced response capabilities (\$10,000).
- Move a part of Project: Swift Water Rescue Team Support from the 2017 HSGP Expenditure Plan to the 2018 HSGP Expenditure Plan. Project is to purchase two replacement outboard motors and protective gear and support equipment for the Vacaville Fire Department personnel serving on the team (\$15,000). The remaining 2017 project elements were increased by \$6,421.
- Move Project: Motorola M2 CORE Upgrade from the 2018 HSGP Expenditure Plan to the 2017 HSGP Expenditure Plan. Project includes software updates and implementation services necessary to maintain the Core communications system, improve system functionality/operation with technology updates, and extend the useful life of the current Core system (\$215,676). The remaining 2018 project element was reduced by \$2,484.
- New Project: Operational Area Interoperability Communications to the 2018 HSGP Expenditure Plan. Project is to purchase a new control station combiner for the Dispatch Center to allow for continued interoperable communications as the City of Vacaville changes from an 800mhz frequency to a 700mhz frequency and to purchase up to five portable multiband radios replacing current OES single-band VHF radios to allow for greater interoperability between agencies during mutual aid responses (\$33,673).
- Decrease Project: Hazardous Material Team Support in the 2018 HSGP Expenditure Plan. Selected training and equipment (\$59,287) has been rebudgeted to the Fairfield Urban Search and Rescue Vehicle project to cover the projected cost increase and the new Operational Area Interoperability Communications project described above.

The recommended changes to the 2017 and 2018 HSGP Expenditure Plans outlined herein, allow the County to fully expend all grant funds, while remaining within the respective grant awards. All add/move/changes to the HSGP Expenditure Plans result in no net change in the total expenditures for either the 2017 or 2018 HSGP awards.

#### **ALTERNATIVE:**

The Board of Supervisors could choose not to approve the changes to the HSG expenditure plans; however, this alternative is not recommended as the changes have already been approved by Cal-OES and non-approval would prevent the purchase of the USAR vehicle and may negatively impact the County's preparedness to secure the Solano Operational Area. Moreover, without grant funds, the County and/or the Fairfield Fire Department would not have sufficient funds to purchase the USAR vehicle. Additionally, this alternative would require the Sheriff's OES to reconvene the Solano Operational Area Approval Authority to reconsider other projects to be funded under the 2017 HSG Expenditure Plan, return to the Board for approval, and resubmit grant budget modifications to Cal-OES for approval.

#### **OTHER AGENCY INVOLVEMENT:**

The HSGP Approval Authority Body approved the revised expenditure plans.

#### **CAO RECOMMENDATION:**

### **APPROVE DEPARTMENTAL RECOMMENDATION**

Homeland Security Grant Program Project Adjustments							
Title	Description	2017 Expenditure Plan			2018 Expenditure Plan		
		Grant Budget	Changes/ Adjustment	Grant Budget after Modification	Grant Budget	Changes/ Adjustment	Grant Budget after Modification
Fairfield Urban Search and Rescue Vehicle	Vehicle for Fairfield's medium Type II USAR team to transport trailer and equipment.	\$142,463	(\$142,463)	\$0	\$0	\$172,453	\$172,453
Urban Search and Rescue Team Support - (USAR)IJ#9	2017-CBRNE Search and Rescue Equipment (\$13,749); & set aside FEMA approved Training for multi-agency (\$13,773). 2018-Rope Rescue Courses-(\$19,576); USAR training project savings were reallocated to Swift Water training.	\$53,356	(\$25,834)	\$27,522	\$0	\$19,576	\$19,576
Benicia Fire Interoperable Radios	2017-Nine Chargers for multiband radios for Benicia Fire Department (\$9,250). 2018-Nine Portable Radios (\$26,745).	\$35,995	(\$26,745)	\$9,250	\$0	\$26,745	\$26,745
Hazardous Material Team Support- IJ#9	2017-Recertification training for joint-agency personnel for Hazmat II (\$25,000). 2018-Protective gear and support equipment for Hazmat II (\$10,000)	\$35,000	(\$10,000)	\$25,000	\$0	\$10,000	\$10,000
Swift Water Rescue Team Support	2017-Swift Water Rescue Training (\$14,293). 2018-Two replacement outboard motors plus protective gear and support equipment (\$15,000). This project received USAR training project savings.	\$22,872	(\$8,579)	\$14,293	\$0	\$15,000	\$15,000
Community Emergency Response Teams (C.E.R.T. Support) -IJ#7	CERT backpacks preassembled kits & Miscellaneous Equipment (\$5,000); CERT academy training (\$3,500)	\$10,000	(\$1,500)	\$8,500			
Emergency Management Simulation Table	Mobile Simulation table to access Geographical information System (GIS)	\$68,070	(\$32)	\$68,038			
Mass Search and Rescue Team Equipment Trailer	ATV trailer to transport OES ATV in remote location rescues.	\$14,230	(\$369)	\$13,861			
Operational Area Automated License Plate Reader Expansion	Mobile Automated License Plate Readers to track vehicle related to a felony crime and/or violent incident attack.	\$128,697	(\$154)	\$128,543			



Homeland Security Grant Program Project Adjustments							
Title	Description	2017 Expenditure Plan			2018 Expenditure Plan		
		Grant Budget	Changes/ Adjustment	Grant Budget after Modification	Grant Budget	Changes/ Adjustment	Grant Budget after Modification
Operational Area Interoperable Communications - Motorola M2 CORE Upgrade	2017-Software updates and implementation services for Motorola M2 CORE upgrade (\$215,676). 2018-Two FCC Licenses for operational area radio system (\$9,150).	\$0	\$215,676	\$215,676	\$227,310	(\$218,160)	\$9,150
Operational Area Interoperable Communications	New control station combiner for the Dispatch Center for interoperability as Vacaville changes from 800mhz to 700mhz frequency (\$6,200); Six portable multiband radios for OES to replace existing single-band radios (\$27,473).				\$0	\$33,673	\$33,673
Hazardous Material Team Support- IJ#9	Annual training for Type II Hazmat recertification (\$25,000); ten portable multi-band radios with chargers and headsets (\$44,288).				\$128,575	(\$59,287)	\$69,288
Management and Administration	Management and Administrative Fees not to exceed 5% of the award.				\$25,564	\$0	\$25,564
Public Health Lab Support	New DNA/RNA sequencing system to quickly detect and identify infectious disease agents.				\$44,843	\$0	\$44,843
Mobile Field Force Team Support	First Responder Operational-Law training and exercise (\$40,000); Purchase personal protective equipment to combat chemical, biological, radiological and nuclear incidents and up to six mult-band radios (\$45,000)				\$85,000	\$0	\$85,000
<b>TOTALS</b>		<b>\$510,683</b>	<b>\$0</b>	<b>\$510,683</b>	<b>\$511,292</b>	<b>\$0</b>	<b>\$511,292</b>



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	17	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Contract plus Resolution	<b>Department:</b>	Health and Social Services
<b>File #:</b>	19-707	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	09/24/2019	<b>Final Action:</b>	

**Title:** Approve the appointment of Verneal Brumfield to the Napa/Solano Area Agency on Aging Advisory Council representing Solano County for a 2 year term to expire September 31, 2021; Approve the Napa/Solano Area Agency on Aging Advisory Council Bylaws; Adopt a resolution approving the contract with the California Department of Aging for \$90,472 for October 1, 2019 through September 30, 2020 for Planning and Services Area 28 Supplemental Nutrition Assistance Program-Education funds; and Authorize the County Administrator to execute the contract and any contract amendments to distribute additional California Department of Aging Supplemental Nutrition Assistance Program-Education identified funds for federal FY2019/20

**Governing body:** Board of Supervisors

**District:** All

**Attachments:** A - Bylaws, B - Contract, C - Resolution

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

### DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services recommends the Board of Supervisors approve the appointment of Verneal Brumfield to the Napa/Solano Area Agency on Aging Advisory Council representing Solano County for a two-year term to expire September 31, 2021; Approve the Napa/Solano Area Agency on Aging Advisory Council By-Laws; Adopt a resolution approving the contract with the California Department of Aging (CDA) for \$90,472 for October 1, 2019 through September 30, 2020 for Planning and Services Area 28 Supplemental Nutrition Assistance Program-Education funds; and Authorize the County Administrator to execute the contract and any contract amendments to distribute additional California Department of Aging Supplemental Nutrition Assistance Program-Education identified funds for federal FY2019/20.

### SUMMARY/Discussion

The Napa/Solano Area Agency on Aging (N/S AAA) Advisory Council on Aging (ACOA) was established as an advisory council to the N/S AAA Oversight Board. The Advisory Council is required by the federal Older Americans Act and the Older Californians Act. ACOA members work with N/S AAA staff to develop, implement and monitor the Four-Year Plan and annual updates, hold public hearings and produce the annual report in accordance with the Older Californians Act. The duties of the ACOA include reviewing service providers, advocating on behalf of seniors, and recommending program enhancements. The ACOA:

- serves in a planning and advocacy capacity for seniors, adults with disabilities and their caregivers, and for other organizations designated by the Board of Supervisors;

- takes positions on matters pertaining to federal, State and local policies, programs, procedures and any legislation affecting older persons;
- seeks input from senior advocacy organizations, elected officials, local aging commissions and the general public for the purposes of advocating for and making formal presentations on issues of concern to seniors, adults with disabilities and their caregivers; and
- consists of a diverse group of adults, representing different service backgrounds, ethnicities, genders, and locations throughout the county.

In May 2019, the Board of Supervisors appointed eight Solano County ACOA members. One member previously appointed has been unable to serve and the N/S AAA reviewed applications for the vacancy and recommends Ms. Verneal Brumfield for appointment to the ACOA. Ms. Brumfield is a resident of Fairfield and has an extensive leadership background including former management positions at five prisons throughout the State of California. She has served on several nonprofit and community organizations in Solano County, including the Library Foundation, Campfire USA, National Council of Negro Women and the National Association for the Advancement of Colored People. Ms. Brumfield has participated in voter registration drives and tutoring at the Matt Garcia Learning Center. In 2018, Ms. Brumfield received the Woman of the Year Award from Congressman John Garamendi.

The recommended ACOA bylaws (Attachment A - Bylaws) were developed by the current members of the ACOA in consultation with N/S AAA staff. The bylaws outline the duties and responsibilities of the ACOA, membership qualifications, appointment terms, conflicts of interest the election and duties of officers and their terms, the process for circulating and approving reports and/or public statements, the establishment and dissolution of committees, and the process for approving bylaw amendments. The recommended bylaws must be approved by both the Solano County and the Napa County Boards of Supervisors.

The CDA requires Board resolutions for the acceptance of contracts. The attached (Attachment C) resolution is to accept the contract for \$90,472 with the California Department of Aging for federal FY2019/20 for Planning and Services Area (PSA) 28 Supplemental Nutrition Assistance Program-Education (SNAP-Ed) services. The SNAP-Ed services are for the federally funded, grant program supporting, evidenced-based, nutrition education and obesity prevention interventions and projects for persons eligible for the Supplemental Nutrition Assistance Program (SNAP) through complementary direct education and community interventions to improve nutrition. SNAP (also known as CalFresh) is a federal food assistance program funded by the United States Department of Agriculture. SNAP's goals are to increase food security, reduce hunger, enable healthy food choices, and facilitate a physically active lifestyle. This funding will support direct and indirect Supplemental Nutrition Assistance Program-Education activities for the senior populations in Napa and Solano Counties.

#### **FINANCIAL impact:**

The costs associated with preparing this agenda item are nominal and are absorbed by the Department's FY 2019/20 Adopted Budget.

#### **ALTERNATIVES:**

The Board could choose to not appoint Ms. Brumfield and direct staff to conduct a new recruitment. This is not recommended, as Ms. Brumfield is qualified, deserving and willing to serve on the Advisory Council on Aging. The Board could choose not to adopt the N/S AAA Advisory Council bylaws; however, the Advisory Council has been appointed by the Boards of both Napa and Solano Counties to advise the N/S AAA and without

bylaws the Council will not be able to carry out actions beneficial to the community and the success of the N/S AAA. The Board could choose to not adopt a resolution authorizing the County Administrator to execute a contract with the California Department of Aging for \$90,472 for federal FY2019/20, October 1, 2019 through September 30, 2020, for PSA 28 SNAP-Ed funds; however, funds are available to PSA 28 and these funds provide vital activities to the community.

**OTHER AGENCY INVOLVEMENT:**

Staff from Older & Disabled Adult Services, members of the Advisory Council on Aging, the N/S AAA Oversight Board Chairperson and County Counsel reviewed membership applications. County Counsel has reviewed the Advisory Council on Aging requested bylaws.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# **Napa / Solano Area Agency on Aging**

275 BECK AVE, FAIRFIELD CA 94533  
(707) 784-8207 FAX (707) 784-2440

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Advisory Council of the Napa / Solano Area Agency on Aging

## **BY-LAWS**

ADOPTED (September 24, 2019)

### **ARTICLE I – GENERAL PROVISIONS**

#### **SECTION 1. NAME**

The name of this organization shall be the Advisory Council of the Napa / Solano Area Agency on Aging (“Advisory Council”).

#### **SECTION 2. AUTHORIZATION**

The Advisory Council shall function according to the provisions of the Joint Exercise of Powers Agreement Between Napa County and Solano County (“JEPA Agreement”) approved by the Napa and Solano County Board of Supervisors on September 11, 2018, and all laws and regulations, including the Older Californians Act of 1996 and the Older Americans Act.

The JEPA Agreement established the Napa / Solano Area Agency on Aging, the agency designated by the California Department of Aging (CDA) within PSA 28 pursuant to 22 C.C.R. § 7206 (“AAA”), and the joint operation of it.

### **ARTICLE II – DUTIES AND RESPONSIBILITIES**

#### **SECTION 1. DUTIES AND RESPONSIBILITIES**

The Advisory Council shall:

1. Serve in an advisory capacity to the Oversight Body of the AAA.
2. Serve in an advisory, planning and advocacy capacity for seniors, adults with disabilities and their caregivers, and for other organizations designated by either one or both of the Boards of Supervisors for Napa and/or Solano Counties taking positions on matters pertaining to federal, State, and local policies, programs, procedures, and any legislation affecting older persons.
3. Actively seek advice from senior advocacy organizations, elected officials, local aging commissions, and the general public for the purpose of advocating for and making

formal presentations on issues of concern to seniors, adults with disabilities, and their caregivers.

4. Seek advice from local seniors, adults with disabilities, and caregiver advocates and organizations on specific legislation pending before local, State, and federal governments.
5. Disseminate information of interest to local senior advocates, seniors, adults with disabilities, and their caregivers.
6. Work with AAA staff to develop, implement, and monitor the four-year Area Plan and annual updates.
7. Work with AAA staff to hold public hearings on the four-year Area Plan and updates in accordance with all legal requirements.
8. Work with AAA staff to produce the annual report in accordance with the Older Californians Act. The report shall be prepared within six (6) months of the close of the fiscal year and shall contain a summary of the Advisory Council's activities and projects, finances, a list of Advisory Council members, and any other information specifically requested by the Napa or Solano Board of Supervisors or CDA.
9. Review program and fiscal monitoring and outcomes of AAA contractors along with AAA staff. Recommend programmatic funding areas and funding levels for AAA services/contracts to the Oversight Board.
10. Review and comment on all community policies, programs and actions which affect older persons with the intent of assuring maximum coordination and responsiveness to older persons.

### ARTICLE III – MEMBERSHIP

#### SECTION 1. QUALIFICATIONS

The Advisory Council shall consist of sixteen (16) members as follows:

1. More than 50 percent older (60+) persons, including minority individuals, who are participants or who are eligible to participate in programs under 45 CFR 1321.57;
2. Representatives of older individuals;
3. Representatives of health care provider organizations, including providers of veterans' health care;
4. Representatives of supportive services provider organizations;
5. Persons with leadership experience in the private and voluntary sectors;
6. Local elected officials;
7. Family caregiver representative; and
8. The general public.

No more than three (3) members may be affiliated with any single representation listed in categories 3-8 above.

The Advisory Council shall represent the senior population in respect to ethnic and racial distribution.

*Each County Board of Supervisors shall appoint ½ (8) of the members. Prior to each Board's appointment, the AAA shall review proposed appointments to Advisory Council to ensure that each county's appointments meet the representation requirements. The Advisory Council may appoint a subcommittee to review and recommend membership applications to the full Advisory Council. The Advisory Council, by a majority vote, will forward its recommended applicants to each respective County for appointment.*

## SECTION 2. TERM OF OFFICE

*Advisory Council members serve for two (2) years from their appointment and may be re-appointed for one additional two-year term. Initially, four (4) members from each county shall be selected by the Advisory Council to serve an initial four (4) year term, with a re-appointment term limited to two (2) years. Any member of the Advisory Council may be removed at any time by their appointing authority. In addition, any member shall be removed at any time if required by these Bylaws, or if the member ceases to meet their representation category.*

## SECTION 3. VACANCIES

Any vacancy shall be filled by the appointing authority within 90 days, with the new member's term coinciding with the vacating member's term. Notice of vacancies shall be published countywide.

## SECTION 4. COMPENSATION

The members of the Advisory Council shall serve without compensation.

## SECTION 5. CONFLICTS OF INTEREST

No member shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.

A member of the Advisory Council shall not have a financial interest in any entity funded by the Area Agency on Aging (AAA) (as provided for in Government Code, 1090. et seq., and Government Code 87100, et seq). Notwithstanding those laws, "financial interest" shall include income received from or a position of management in, any nonprofit entity funded by the AAA, whether received or held by the member of his or her spouse.

# ARTICLE IV –MEETINGS

## SECTION 1. SCHEDULE

The Advisory Council shall meet monthly or at least six (6) times a year at a stated date, time, and place to be decided by the Advisory Council. All meetings shall be subject to the Brown Act. Advisory Council meetings shall be held in different communities served by the AAA, when feasible.

## SECTION 2. QUORUM

A majority of the Advisory Council, with a minimum of four (4) members serving from each County shall constitute a quorum.

## SECTION 3. RULES OF ORDER

The meetings of the Advisory Council shall be governed by the authority of "Robert's Rules of Order."

## SECTION 4. ATTENDANCE

If any Advisory Council member has more than (3) unexcused absences in a calendar year, the Advisory Council shall recommend to that member's appointing authority that the member should be removed and replaced.

# ARTICLE V – OFFICERS

## SECTION 1. OFFICERS

The officers of the Advisory Council shall consist of the following positions with representation from both counties:

1. Chairperson
2. Vice-Chairperson
3. Secretary
4. Such other officers as the Advisory Council deems necessary to perform duties as determined by the Advisory Council.

## SECTION 2. DUTIES OF OFFICERS

1. Duties of the Chairperson:
  - A. The Chairperson shall preside at all meetings of the Advisory Council; may appoint any member of the Advisory Council to preside as Chairperson at an Advisory Council meeting should both the Chairperson and the Vice Chairperson be unable to attend.
  - B. The Chairperson may call special meetings of the Advisory Council when necessary.
  - C. In conjunction with members of the Advisory Council and County Staff, The Chairperson shall develop agendas for the Advisory Council meetings. Agenda items from Advisory Council members shall be given to the Chairperson or AAA staff 72 hours in advance of the upcoming meeting.
  - D. The Chairperson shall serve as an ex-officio member of all committees.



- E. The Chairperson shall inform the Oversight Board of the Advisory Council's actions and decisions.
- F. The Chairperson shall ensure adherence to the Brown Act and Robert's Rules of Order.
- G. The Chairperson shall perform all duties necessary or incidental to this office. The Chairperson shall represent the Advisory Council at functions.
- H. The Chairperson shall appoint a temporary Secretary in the event of the absence of the Secretary and his/her alternate at any meeting of the Advisory Council.
- I. The Chairperson shall perform other tasks as authorized by the Advisory Council.

2. Duties of the Vice-Chairperson:

- A. The Vice Chairperson shall perform the duties of and exercise the power of the Chairperson during the absence of the Chairperson.
- B. The Vice Chairperson shall carry out other duties assigned by the Chairperson or Advisory Council.
- C. The Vice Chairperson will automatically become Chairperson and assume the full powers of the Chairperson until the end of the term should the position of Chairperson become vacant. Should the Vice Chairperson be unable or unwilling to assume the Chairperson role, the Advisory Council membership will elect and vote to fill the Chairperson position.

3. Duties of the Secretary:

- A. The Secretary shall review the minutes of each Advisory Council meeting which are recorded, kept and distributed to each member of the Advisory Council along with the agenda for upcoming meetings.
- B. In the absence of the Chairperson and Vice-Chairperson, the Secretary shall perform the duties of and exercise the power of the Chairperson during his/her absence.
- C. The Secretary shall read all correspondence addressed to the Advisory Council at each meeting.
- D. The Secretary shall keep a record of member attendance at Advisory Council meetings and advise the Chair of members with an unexcused absence.
- E. The Secretary shall record member attendance at Advisory Council meetings and advise the Chair of members with an unexcused absence.
- F. The Secretary shall keep a record of meeting attendance at Advisory Council meetings and advise the Chair of members with an excused absence.

4. Absence of the Officers:

In the absence of all of the officers and the alternates at any Advisory Council meeting, the members present shall choose a presiding officer for that meeting.

### SECTION 3. ELECTION AND TERMS

- 1. Officers may serve two (2) consecutive terms in any one office. As feasible, the officers shall represent both counties. No member shall hold more than one office at any time. Except for a vacancy in the office of Chairperson, vacancies of officers shall be filled by appointment of the Advisory Council for the remainder of the unexpired term.

## 2. Nomination of Officers

- A. The Nominating Committee shall consist of three (3) members: one person selected by the Executive Committee at their March meeting, one selected by the Chairperson of the Advisory Council at or prior to the March meeting, and one elected by the Advisory Council at the March meeting.
- B. The Advisory Council Chairperson shall appoint the Chairperson of the Nominating Committee from the three members.
- C. The members of the Nominating Committee shall serve no more than one (1) consecutive appointment.
- D. The Nominating Committee shall meet prior to the April Council meeting to prepare a slate of nominees. The Nominating Committee report shall be signed by each member and indicate the nominees to the offices of Chairperson, Vice-Chairperson, and Secretary.
- E. No member of the Nominating Committee shall be nominated nor accept a nomination to office during his/her tenure on said committee.
- F. The slate will be presented to the full Council at their April meeting. Additional nominations may be made from the floor at that time.
- G. This slate of candidates, comprised after the April meeting, shall be mailed to all members of the Advisory Council one (1) week prior to the May Council meeting.

## 3. Election of Officers

- A. The election shall take place at the Advisory meeting held in May at which time all nominees must either be present to affirm his or her consent to serve or have provided a written consent to serve.
- B. Nominations from the floor will again be considered. These nominees must also give verbal or written consent to serve.
- C. An individual receiving a majority of votes for any office shall be deemed to have been elected.
- D. In the event of a tie vote, there shall be a second vote on that particular office. If a second vote also ends in a tie, the office shall be filled by the toss of a coin.
- E. Elected Officers shall begin their term on July 1st.

## ARTICLE VI – REPORTS AND PUBLIC STATEMENTS

*All reports of the Advisory Council ordinarily shall be delivered personally or by mail (postal or electronic) to each member of the Advisory Council and posted on the AAA web site 72 hours prior to the date of the meeting at which the report is proposed for consideration and action thereon by the Advisory Council.*

*Approval of any report, oral or written, or public statements of Advisory Council members shall require an affirmative vote of the majority of the active members who are present at the meeting.*

None of the above shall preclude any Advisory Council member from expressing his/her opinions or recommendation when acting solely as an individual and not as a member of the Advisory Council.

All communications from the Advisory Council shall be sent out with the authorized signature of the Chairperson of the Advisory Council.

## ARTICLE VII – COMMITTEES AND TASK FORCES

The Advisory Council has the power to establish and dissolve standing or ad hoc committees as necessary to carry out its work. No standing or action committee may exercise the authority of the Advisory Council. Such committees shall adhere to the Brown Act, to the extent required by law, and shall contain representatives of both counties.

## ARTICLE VIII – AMENDMENTS

Notice of any proposed amendment to these Bylaws shall be delivered personally or by mail (postal or electronic) to each member of the Advisory Council and posted on the AAA web site at least thirty (30) days in advance of the meeting when the amendment is to be considered.

*Amendments to the Bylaws, after thirty (30) days' notice, may be adopted by the affirmative vote of two-thirds (2/3) of all members of the Advisory Council present at the meeting and with the approval of the Oversight Board.*

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

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of Solano

2. The term of this Agreement is:

START DATE

October 1, 2019

THROUGH END DATE

September 30, 2020

3. The maximum amount of this Agreement is:

\$ 90,472 - Ninety thousand four hundred seventy-two and 00/100 dollars

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	8
Exhibit B	Budget Detail and Payment Provisions	10
Exhibit C*	General Terms and Conditions	GTC 04/2017
Exhibit D	Special Terms and Conditions	35
Exhibit E	Additional Provisions	6

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

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

CONTRACTOR

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

County of Solano

CONTRACTOR BUSINESS ADDRESS

275 Beck Avenue, MS 5-200

CITY

Fairfield

STATE

CA

ZIP

94533-

PRINTED NAME OF PERSON SIGNING

Birgitta E. Corsello

TITLE

County Administrator

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

1300 National Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95834-1992

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Manager, Contracts & Business Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE

SCM Vol. 1, 4.04 A.4

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

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

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

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: County of Solano
Section/Unit: Business Services and Contracts	Section/Unit:
Attention: Grace Parker	Attention: Christine Westdyk
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: 275 Beck Avenue, Ms 5-200, Fairfield, CA, 94533-
Phone: (916) 419-7157	Phone: (707) 784-8407
Fax: (916) 928-2500	Fax: (707) 784-8407
Email: grace.parker@aging.ca.gov	Email: cwestdyk@solanocounty.com

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this agreement.

**ARTICLE I. PROGRAMS DEFINITIONS**

- A. “Activity” means actual work performed by program personnel to implement objectives.
- B. “Behavior” indicates action rather than knowledge or attitudes.
- C. “Behaviorally Focused Nutrition Messages” means messages that are related to:
  - 1. Healthy food choices, for example, eating lower-fat foods instead of foods high in saturated fat; increasing fruit intake by adding one fruit each day; and switching to whole grain breads instead of refined breads.
  - 2. Other nutritional issues, for example, encouraging physical activity.
  - 3. The environmental impact of dietary practices, including safe food handling and promoting community physical activity groups.
  - 4. Food shopping practices that increase purchasing power and the availability of food, including using store coupons, joining clubs for added discounts, and purchasing in bulk.
  - 5. Food security, such as applying for nutrition assistance programs (i.e., Supplemental Nutrition Assistance Program (SNAP), also known as CalFresh in California; Women, Infants, and Children; food distribution programs, etc.).
- D. “CalFresh” means a federal food assistance program, funded by the US Department of Agriculture and known as the Supplemental Nutrition Assistance Program (SNAP). CalFresh is an entitlement that provides low-income families with electronic benefits that can be used to purchase food at participating markets and food stores.
- E. “Census Tracts” are small, relatively permanent geographic entities within counties (or the statistical equivalent of counties) delineated by a committee of local data users. Generally, census tracts have between 2,500 and 8,000 residents and boundaries that follow visible features. Census tract data may be used in targeting audiences for delivery of SNAP-Education (SNAP-Ed).
- F. “County Nutrition Action Plan (CNAP)” means the SNAP-Ed planning process where all partners come together to identify eligible sites for SNAP-Ed delivery and what SNAP-Ed funded entity should serve those sites.

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- G. “Education and Administrative Reporting System (EARS)” means the annual data and information collection process completed by SNAP State agencies.

EARS collects uniform data and information on nutrition education activities funded by SNAP during the prior fiscal year.

- H. “Effectiveness” means the extent to which pre-established objectives are attained as a result of program activity, as indicated by established performance measures.

- I. Emerging Strategies or Interventions means community-or practitioner-driven activities that have not yet been formally evaluated for obesity prevention outcomes.

- J. “Evaluation Process” means the method to collect, analyze, and use program information to identify program effectiveness. There are four key evaluation types:

1. “Formative” evaluation involves pre- and ongoing testing of consumer and intermediary elements within program delivery, including messaging, consumer communication materials, training and intervention aids, and evaluation instruments. May be used to adapt elements of an existing evidence-based intervention to a new audience, geographic area, or setting.
2. “Process” evaluation can involve such measures as tracking the number of materials distributed, the number of clients reached, the effectiveness of alternate methods for delivering services and/or barriers to implementing the intervention; helps to assure fidelity that an evidence-based intervention is delivered as designed and thus likely to result in the expected outcomes.
3. “Outcome” evaluation demonstrates changes that occur in the presence of an intervention but does not establish cause and effect conclusions.
4. “Impact” evaluation indicates how effective the intervention was in changing the target populations’ attitudes, awareness and/or behavior.

- K. “Evidence-Based Approach” means a nutrition education and obesity prevention approach that integrates the best research evidence with the best available practice-based evidence.

1. The best research evidence refers to relevant, rigorous nutrition and public health nutrition research, including systematically reviewed scientific evidence.

ARTICLE I. PROGRAM DEFINITIONS (Continued)

2. Practice-based evidence refers to case studies, pilot studies, and evidence from the field of nutrition education interventions that demonstrate obesity prevention potential.
  3. Evidence may be related to obesity prevention target areas, intervention strategies, and/or specific interventions. The target areas are identified in the current *Dietary Guidelines for Americans*. Intervention strategies are broad approaches to intervening in specific target areas. Interventions are a specific set of evidence-based, behaviorally focused activities and/or actions to promote healthy eating and active lifestyles.
  4. Evidence-based allowable uses of funds for SNAP-Ed include conducting and evaluating intervention programs and implementing and measuring policy, systems, and environmental changes in accordance with SNAP-Ed Guidance.
- L. “Federal Fiscal Year (FFY)” means the period of time that begins October 1 of one year through September 30 of the following year.
- M. “Integrated Work Plan (IWP)” means the FFY SNAP-Ed three-year work plan developed with an integrated approach by all SNAP-Ed funded implementing agencies in their local jurisdiction. The IWP identifies goals, objectives, key messages, educational materials, description of target populations, intervention plans, community needs, target messaging, intervention strategies, and evaluation plans to improve the health of the SNAP-Ed eligible population.
- N. Intervention strategies are broad approaches to intervening on specific target areas.
- O. Interventions are a specific set of evidence-based, behaviorally focused activities and/or actions to promote healthy eating and active lifestyles.
- P. “Low-Income Persons” means older adults age 60 and older participating in or applying for SNAP, as well as people with low financial resources defined as gross household incomes at or below 185 percent (185%) of the Federal Poverty Level (FPL). Census data identifying areas where low-income persons reside are examples of available data sources that can be used to identify low-income populations. Participation in other means-tested Federal assistance programs may also be used as a proxy for low-income since these individuals have gross family incomes below 185 percent (185%) of FPL.
- Q. “Needs Assessment” is the process of identifying and describing the extent and type of health and nutrition problems and needs of low-income older adults in the community.



ARTICLE I. PROGRAM DEFINITIONS (Continued)

- R. “Older Adult” means a person age 60 or older.
- S. “Participant” means an individual age 60 or older participating in a SNAP-Ed activity at an eligible SNAP-Ed site.
- T. “Poverty Guidelines” means the administrative version of the Federal Poverty Measure issued annually by the Department of Health and Human Services in the Federal Register. Also known as the FPL, these guidelines are often used to set eligibility for certain programs. (<http://aspe.hhs.gov/poverty/index.shtml>)
- U. “Program Requirements” means SNAP-Ed program requirements found in the Nutrition and Food Act of 2008, Sec. 28 as amended through Pub. L. 113-128 (7 USC 2036a); Healthy Hunger Free Kids Act of 2010, (Sec. 41 Pub. L. 111-296); SNAP: Nutrition Education and Obesity Prevention Grant Program, Interim Rule (7 CFR 272.2); Agricultural Act of 2014 (Sec. 4028 Pub. L. 113-79); SNAP-Ed Guidance; and California Department of Aging (CDA) Program Memoranda.
- V. “Project” means a discrete unit of nutrition education or obesity prevention intervention at the local level, which is distinguished by a specifically identified low-income target population.
- W. “SNAP” means the federal Supplemental Nutrition Assistance Program formerly known as the Food Stamp Program, which provides food purchasing assistance for low- and no-income people living in the U.S. It is a federal aid program, administered by the U.S. Department of Agriculture, under the Food and Nutrition Service (FNS).
- X. “SNAP Nutrition Education and Obesity Prevention Services” are a combination of educational strategies, accompanied by supporting policy, systems, and environmental interventions, demonstrated to facilitate adoption of food and physical activity choices and other nutrition-related behaviors conducive to the health and well-being of SNAP participants, and low-income individuals eligible to receive benefits under SNAP.
- Y. “SNAP-Ed eligible individuals” refers to the target audience for SNAP-Ed, specifically SNAP participants and other low-income individuals who qualify to receive SNAP benefits or other means-tested Federal assistance programs, such as Medicaid or Temporary Assistance for Needy Families. It also includes individuals residing in communities with a significant low-income population.
- Z. “SNAP-Ed Target Audience” includes SNAP participants, low-income individuals eligible to receive benefits under SNAP or other means-tested Federal assistance programs such as Medi-Cal, Supplemental Security Income, Emergency Food Assistance Sites, and low-income housing such as HUD or section 8.

**ARTICLE I. PROGRAM DEFINITIONS (Continued)**

- AA. “SNAP-Ed Site” means any site that meets the USDA, FNS approved site eligibility standards in Article II, 5 of this Exhibit.
- BB. “Unduplicated Count” means the number of individual participants who receive any SNAP-Ed direct education. Each individual counts as one participant, regardless of the number of times he or she has participated in direct education activities.
- CC. “United States Department of Agriculture, Food and Nutrition Service (USDA, FNS)” is an agency that works to end hunger and obesity through the administration of fifteen (15) federal nutrition assistance programs including SNAP.

**ARTICLE II. SCOPE OF WORK**

The Contractor shall:

- A. Administer SNAP-Ed in accordance with program requirements, policies/procedures outlined in this Agreement, and in the current FFY federal SNAP-Ed Guidance (<http://www.fns.usda.gov/snap/supplemental-nutrition-assistance-program-education-snap-ed>). [SNAP-Ed Guidance]
- B. Implement a SNAP-Ed program targeting the SNAP-Ed eligible population. [USC 2026a(1)(B)(ii)] [SNAP-Ed Guidance]
- C. Identify a primary contact for the contract who is required to stay informed of any policy/procedural changes.
- D. Provide SNAP-Ed services in accordance with USDA, FNS Guidelines at the local level. [7 USC 2026a(1)(B)(ii)] [SNAP-Ed Guidance]
- E. Ensure SNAP-Ed sites meet at least one of the following site eligibility USDA, FNS Guidance Standards:
  - 1. Methodology 1. Income Targeting Data – Have a site targeting methodology for low-income persons (e.g., census tract, Senior Farmers’ Market Program, and public housing, etc.);
  - 2. Methodology 2. Means-Tested Setting – Are qualified based on the population served and not the physical location (e.g., public housing, Commodity Food Distribution sites, etc.);

ARTICLE II. SCOPE OF WORK (Continued)

3. Methodology 3. Intake Records – Use Title IIIC participant intake forms to determine that at least 50 percent (50%) of participants have gross incomes at or below 100 percent (100%) of the FPL; or
  4. Methodology 4. Survey – Identify that at least 50 percent (50%) of participants have gross incomes at or below 185 percent (185%) of the FPL.
- F. Ensure Title IIIC SNAP-Ed site eligibility is evaluated annually and the eligibility documentation records are kept on file at the contracting agency. [7 CFR 272.2(d)(2)(i) and (v)] [USDA/Western Regional Office Targeting Methodology Summary]
- G. Ensure SNAP-Ed funds made available under this Agreement are used solely for approved, older adult, SNAP-Ed activities. [7 CFR 272.2(d)(2)(vi)(B)] [7 USC 2026(a)]
- H. Provide SNAP-Ed direct and indirect education activities based on CDA-approved, evidence-based, nutrition education and obesity prevention programs. SNAP-Ed activities must align with specific key messaging that meets the current *Dietary Guidelines for Americans* as follows:
1. Focus on making healthy food and beverage choices from all five food groups including fruits, vegetables, grains, protein foods, and dairy to get the nutrients needed.
  2. Eat the right amount of calories based on age, sex, height, weight, and physical activity level.
  3. Build a healthier eating style that can help avoid overweight and obesity and reduce the risk of diseases such as heart disease, diabetes, and cancer.
- I. Ensure the ultimate accountability for funds received from CDA and for the effective and efficient implementation of the activities as described in the CDA-approved SNAP-Ed IWP which is incorporated by reference, and all pertinent program and data requirements. [7 CFR 272.2] [7 USC 2026a] [SNAP-Ed Guidance]
- J. Participate in local CNAP meetings. [SNAP-Ed Guidance]

ARTICLE II. SCOPE OF WORK (Continued)

- K. Demonstrate that there is a need for SNAP-Ed activities. SNAP-Ed activities shall not supplant existing programs. The SNAP-Ed site location where SNAP-Ed activities are provided must meet the USDA, FNS delivery requirements for delivery of SNAP-Ed services. SNAP-Ed targeting plans must be updated as needed and approved by CDA prior to delivery. [7 CFR 272.2(B)] [SNAP-Ed Guidance]
- L. Ensure that each SNAP-Ed intervention is evaluated for effectiveness using any of the following methods: formative, impact, outcome, and process evaluation techniques as defined in <http://www.fns.usda.gov/sites/default/files/EvaluationPrinciples.pdf>
- M. Ensure that contractors providing direct education and receiving \$35,000 or more in allocations conduct pre- and post- intervention evaluations in a minimum of twenty-five percent (25%) of SNAP-Ed series-based classes. The evaluation shall include, at a minimum, questions from validated evaluation tools for physical activity (Rapid Assessment of Physical Activity) and dietary behaviors (Food Behavior Checklist or Fruit and Vegetable Checklist), as applicable. [2 CFR 200 331]
- N. Maintain a website to reflect current SNAP-Ed programs and services.
- O. Certify, on a semi-annual basis, the time and effort of employees devoting 100% to SNAP-Ed, or certify on a weekly basis, the time and effort of employees devoting less than 100% to SNAP-Ed. Said certification shall be prepared by the supervisor of the effected employee.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**SP 1920 Contract**

**ARTICLE I. FUNDS**

**A. Expenditure of Funds**

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage/Per Diem (meals and incidentals)/Lodging  
<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State: <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the State. [2 CCR 599.615 et seq.]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

**B. Accountability for Funds**

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200]

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**SP 1920 Contract**

ARTICLE I. FUNDS (Continued)

2. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302:

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.
- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

- 1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- 2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**SP 1920 Contract**

ARTICLE I. FUNDS (Continued)

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Contract and approval of an itemized Budget. No legal liability on the part of the State for any payment may arise under this Contract until funds are made available; the itemized Budget is received and approved by the State and the Contractor has received an executed contract.

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
  - i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or
  - ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.
- b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:
  - i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.
  - ii. Some contracts may be reduced by a greater amount than others, and
  - iii. The State shall determine at its sole discretion, the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

- 1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)]
- 2. Interest earned on advances of federal shall be identified as non-match cash. [2 CFR 200.305(b)(8)]

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**SP 1920 Contract**

**ARTICLE I. FUNDS (Continued)**

3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply:  
[2 CFR 200.305(b)(8)]
  - a. The Contractor receives less than \$120,000 in federal awards per year.
  - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
  - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
  - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

**ARTICLE II. BUDGET AND BUDGET REVISION**

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:
  1. Personnel Costs – monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
  2. Fringe Benefits.
  3. Contractual Costs – subcontract and consultant cost detail.
  4. Indirect Costs.
  5. Rent – specify square footage and rate.
  6. Supplies.
  7. Equipment – detailed descriptions and unit costs.



**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**SP 1920 Contract**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
  9. Out of State Travel – any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
  10. Other Costs – a detailed list of other operating expenses.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Unless otherwise specified by CDA, the final budget revision must be submitted at least ninety (90) days prior to the ending date of the Contract.
- E. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.
  2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
  3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.
  4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses.  
  
"Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)]

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**SP 1920 Contract**

- F. When an expense benefits multiple programs including SNAP-ED, the Contractor must prorate costs shared by those multiple programs in a manner that reflects the proportionate benefit received by SNAP-ED.
- G. The Contractor must perform an inventory of current items when purchasing Nutrition Education Reinforcement Items.

**ARTICLE III. PROGRAM SPECIFIC FUNDS**

A. Program Income

No Program Income is required under the terms and conditions of this Agreement.

B. One-Time-Only (OTO) Funds

No One-Time-Only funding is associated with SNAP-Ed.

C. Matching Contributions

No match is required under the terms and conditions of this Agreement.

D. Administration

Contractor Administration shall be no more than ten percent (10%) of the total program allocation.

E. Carry-Over/Carry-In

Unspent funds from the previous Federal Fiscal Year will be redistributed during the current Federal Fiscal Year.

**ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION**

- A. The original Contract budget is due electronically to the Contractor's CDA Fiscal Team Specialist no later than thirty (30) days from the date of the transmission of the Budget Display and Contract.
- B. The Contractor shall submit electronically the SNAP-Ed Budget and Budget revisions as instructed by CDA.
- C. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide SNAP-Ed services.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**SP 1920 Contract**

**ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)**

- D. Administrative costs are limited to ten percent (10%) of the federal allocation and should be reported as administration in the Budget, or as directed by CDA. Administrative Costs are the financial costs characterized by the following types of activities:
1. Dollar value of salaries and benefits associated with staff time dedicated towards the administration of SNAP-Ed.
  2. Cost of training for performing administrative functions like record keeping and accounting, etc.
  3. Cost of reporting SNAP-Ed activities.
  4. Indirect costs for those administrative staff not covered above.
  5. Other overhead charges associated with administrative expenses (i.e., space, human resource services, etc.).
- E. Allowable costs are costs that are reimbursable from federal program funds because they support SNAP-Ed and conform to Government-wide and SNAP specific guidelines.
- F. The original Budget form must be filled out in the California Department of Social Services SNAP-Ed SharePoint at [https://cdss.sharepoint.com/sites/SnapEd\\_v1](https://cdss.sharepoint.com/sites/SnapEd_v1), as instructed by CDA.
- G. The Contractor shall submit electronically, a budget revision thirty (30) calendar days after receiving an amended SNAP-Ed Budget Display with changes in funding levels, unless otherwise instructed by CDA.
- H. In the event that programs are changed from direct services to contracted services or contracted services to direct services, the Contractor shall submit electronically a revised budget to CDA, prior to implementation of said change.
- I. The final date to electronically submit a revised budget is ninety (90) days prior to a program change from direct services to contracted services. The final revised budget shall be submitted no later than ninety (90) days prior to the end of the SNAP-Ed contract period unless otherwise specified by CDA. CDA will not accept any budget revision after the contract period has expired.
- J. Allocation Transfers
1. Requests to transfer funds from Program to Administration shall be submitted to CDA for approval with the original or revised Budget.
  2. Transfers of Administration to Program funds are allowable.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**SP 1920 Contract**

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

3. Approved transfers and Budgets will be incorporated by reference into the current Agreement.
4. Transfers of funds cannot be processed or approved after the end of the specified contract period.

K. Line Item Budget Transfers

The Contractor may transfer contract funds between line items under the following terms and conditions:

1. The Contractor shall submit a revised budget to CDA for any line item budget transfer of funds which exceeds ten percent (10%) of the total budget. [2 CFR 200.308(e)]
2. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.

ARTICLE V. PAYMENTS

The Contractor shall prepare and submit a monthly expenditure report and a request for reimbursement in an electronic format to CDA no later than the last business day of each month unless otherwise specified by CDA.

- A. During the Contract period, CDA will pay AAAs on a reimbursement basis.
- B. Upon execution of this Agreement, CDA will make monthly payments of SNAP-Ed funding to the Contractor.
- C. Expenditure Reports and Requests for Reimbursement will be processed based on approval of actual expenditures. CDA will notify the Contractor of a disputed expenditure.
- D. The Contractor shall submit timely expenditure reports to ensure payments are issued on time. Late expenditure reports may lead to a delay in payment until the following month and/or a monitoring finding.
- E. The Contractor shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**SP 1920 Contract**

ARTICLE V. PAYMENTS (Continued)

- F. The Contractor shall monitor subcontractor SNAP-Ed budgets, expenditures, and any subsequent amendments and revisions to all budgets. Furthermore, the Contractor shall, monitor on an ongoing basis, the Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. [2 CFR Part 200, Subpart F Audit]
- G. CDA may require additional documentation or justification to support the financial reports submitted by the Contractor, upon written notice to the Contractor, until such time as CDA determines that the financial management standards are met.
- H. The Contractor shall ensure, to the extent feasible, that all budgeted funds are expended by the end of the Federal Fiscal Year (FFY).
- I. The Contractor shall ensure documentation of staff/personnel expenses are in accordance with OMB Guidance as specified in Exhibit D of the Agreement. [2 CFR 200 331 OMB Guidance Section 200.430]

ARTICLE VI. CLOSEOUT

- A. The SNAP-Ed Final Report of Expenditures Report (CDA 2003) shall be submitted annually to the CDA Fiscal Team. All contractors are required to submit Closeout Reports as instructed by CDA.
- B. Closeout reporting documents shall be addressed to the CDA Fiscal Team.
- C. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the reimbursed amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the reimbursed amount, CDA will invoice the Contractor for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Supplemental Nutrition Assistance Program-Education (SNAP-Ed)  
Budget Display  
Federal Fiscal Year 2020  
October 1, 2019 - September 30, 2020  
Area Agency on Aging - Serving Napa & Solano**

	Allocation	Adjustments	TOTAL
SNAP-Ed Reimbursement funds (12 Month Total) *	90,472		90,472 <sup>a)</sup>
CFDA Number: 10.561 Federal Fiscal Year: 2020 CFDA Program Title: Funding provided through the United States Department of Agriculture, Food and Nutrition Services.			
(a) Expenditures must be reported in closeout by 10/31/20			

**GTC 04/2017**

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.



13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**Special Terms and Conditions – Exhibit D**  
**SP 1920 Contract**

**ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS**

**A. General Definitions**

1. “Agreement” or “Contract” means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.
2. “Contractor” means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
3. “CCR” means California Code of Regulations.
4. “CFR” means Code of Federal Regulations.
5. “DUNS” means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.
6. “Cal. Gov. Code” means California Government Code.
7. “OMB” means the federal Office of Management and Budget.
8. “Cal. Pub. Con. Code” means the California Public Contract Code.
9. “Cal. Civ. Code” means California Civil Code
10. “Reimbursable item” also means “allowable cost” and “compensable item.”
11. “State” and “Department” mean the State of California and the California Department of Aging (CDA) interchangeably.
12. “Subcontractor” means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
13. “Subcontract” means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
14. “Vendor” means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of the Agreement.

**Special Terms and Conditions – Exhibit D**  
**SP 1920 Contract**

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

15. “USC” means United States Code.
16. “HHS” means United States Department of Health and Human Services.
17. “OAA” means Older American Act.
18. “Allocation” means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)
19. “Disallowed costs” means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)
20. “Questioned Costs” means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).
21. “Recoverable cost” means the state and federal share of the questioned cost.

**B. Resolution of Language Conflicts**

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Interagency Agreement Terms and Conditions.
2. The Older American Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.

**Special Terms and Conditions – Exhibit D**  
**SP 1920 Contract**

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
6. Supplemental Nutrition Assistance Program Education Plan Guidance, Nutrition Education and Obesity Prevention Grant Program.
7. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

ARTICLE II. ASSURANCES (Continued)

2. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws

The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at:  
<http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

ARTICLE II. ASSURANCES (Continued)

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

**Special Terms and Conditions – Exhibit D**  
**SP 1920 Contract**

ARTICLE II. ASSURANCES (Continued)

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
  - a. Copeland “Anti-Kickback” Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
  - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
  - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
  - d. Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner’s value of such property except where permitted by law and by CDA.
3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]
2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]



ARTICLE II. ASSURANCES (Continued)

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
  - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
  - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
  - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.

**Special Terms and Conditions – Exhibit D**  
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ARTICLE II. ASSURANCES (Continued)

2. These documents, including minute orders must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a DUNS number at <http://www.dnb.com/duns-number.html>.
2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
3. If CDA cannot access or verify "Active" status the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.

**Special Terms and Conditions – Exhibit D**  
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ARTICLE II. ASSURANCES (Continued)

3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.

**Special Terms and Conditions – Exhibit D**  
**SP 1920 Contract**

**ARTICLE II. ASSURANCES (Continued)**

- 6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

**ARTICLE III. AGREEMENT**

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

**ARTICLE IV. COMMENCEMENT OF WORK**

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

**ARTICLE V. SUBCONTRACTS**

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.
- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.

**Special Terms and Conditions – Exhibit D**  
**SP 1920 Contract**

ARTICLE V. SUBCONTRACTS (Continued)

- E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.
- H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.
- I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
  - 1. The Request for Proposal or Invitation for Bid.
  - 2. All bid proposals received.
  - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program-specific audit of the subcontracted program by an independent audit firm.

- J. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

**Special Terms and Conditions – Exhibit D**  
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**ARTICLE V. SUBCONTRACTS (Continued)**

- L. The Contractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.
- M. The Contractor shall utilize procurement procedures as follows:
  - 1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
  - 2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

**ARTICLE VI. RECORDS**

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.

**ARTICLE VI. RECORDS (continued)**

- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

**ARTICLE VII. PROPERTY**

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
  - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
  - 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
  - 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$500 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
  - 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

ARTICLE VII. PROPERTY (Continued)

3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with funds from this Agreement, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024).

The Contractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
2. Item description (include model number).
3. CDA tag number.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source



ARTICLE VII. PROPERTY (Continued)

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report.

2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.

H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.

J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.

K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

**Special Terms and Conditions – Exhibit D**  
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**ARTICLE VII. PROPERTY (Continued)**

- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
  - 1. For another CDA program providing the same or similar service.
  - 2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

**ARTICLE VIII. ACCESS**

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

**ARTICLE IX. MONITORING AND EVALUATION**

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.

**ARTICLE IX. MONITORING AND EVALUATION (Continued)**

- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

**ARTICLE X. AUDIT REQUIREMENTS**

**A. General**

- 1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that  
  
CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.
- 2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
- 3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
- 4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

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**ARTICLE X. AUDIT REQUIREMENTS (Continued)**

**B. CDA Fiscal and Compliance Audits**

1. The CDA Audits Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
  - a. Financial closeouts (2 CFR 200.16 and 45 CFR 75.2)
  - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
  - c. Allocation of expenditures (2 CFR 200.4 and 45 CFR 75.2)
  - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
  - e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

**C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)**

1. Contractor Single Audit Reporting Requirements
  - a. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the:

California Department of Aging  
Attention: Audits Branch  
1300 National Drive, Suite 200  
Sacramento, California 95834
  - b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

- c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
  - d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.
- 2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.
- 3. Contract Resolution of Contractor's Subrecipients  
  
The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."
- 4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements
- 5. Contract resolution includes:
  - a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.
  - b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).
- 6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
  - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
  - b. Records that identify adequately the source and application of funds for each federally funded activity.
  - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
  - d. Comparison of expenditures with budget amounts for each federal award.
  - e. Written procedures to implement the requirements of 2 CFR 200.305.
  - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles.  
  
[2 CFR 200.302 and 45 CFR 75.302]
  - g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
  - h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:
  - a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512 and 45 CFR 75.512]
  - b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]
  - c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]
  - d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]
  - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.
8. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed
9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.

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**ARTICLE X. AUDIT REQUIREMENTS (Continued)**

10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
  - a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
  - b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
    - i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
    - ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting. [2 CFR 200.425]

**ARTICLE XI. INSURANCE**

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
  1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.



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**ARTICLE XI. INSURANCE (Continued)**

2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
  3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
    - a. \$750,000 if seating capacity is under 8
    - b. \$1,500,000 if seating capacity is 8 – 15
    - c. \$5,000,000 if seating capacity is over 15
  4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide the statement: “The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement.” Professional liability coverage is exempt from this requirement.
  2. CDA shall be named as the certificate holder and CDA’s address must be listed on the certificate.

ARTICLE XI. INSURANCE (Continued)

- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.
- I. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

ARTICLE XII. TERMINATION (Continued)

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]
11. The Contractor's organizational structure has materially changed.

ARTICLE XII. TERMINATION (Continued)

12. CDA determines that the Contractor may be considered a “high risk” agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor’s Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

2. Stop work as specified in the Notice of Termination.
3. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
4. Terminate all subcontracts to the extent they relate to the work terminated.
5. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

**ARTICLE XII. TERMINATION (Continued)**

**F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)**

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

**G. In the Event of a Termination Notice**

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

**ARTICLE XIII. REMEDIES**

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

**ARTICLE XIV. DISSOLUTION OF ENTITY**

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

**ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS**

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

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**ARTICLE XVI. NOTICES**

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting an Agency Contacts Designation Form (CDA045) to AAAcontactinfo@aging.ca.gov.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

**ARTICLE XVII. DEPARTMENT CONTACT**

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contacts Designation form (CDA 045) to AAAcontactinfo@aging.ca.gov. This form requires the ACR's address, phone number, email address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended CDA 045.

**ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY**

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

4. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive and/or personal identifying information must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.



ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission, or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

**ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES**

**A. Needs Assessment**

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
  - a. Methodologies used.
  - b. The linguistic and cultural needs of non-English speaking or LEP groups.
  - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that “alternative communication services” are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 11162]
2. “Alternative communication services” include, but are not limited to, the provision of services and programs by means of the following:
  - a. Interpreters or bilingual providers and provider staff.
  - b. Contracts with interpreter services.
  - c. Use of telephone interpreter lines.
  - d. Sharing of language assistance materials and services with other providers.
  - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
  - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 11162]

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor’s office at all times during the term of this Agreement. [22 CCR 98310]

4. The Contractor shall notify its employees of clients’ rights regarding language access and the Contractor’s obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]

**Special Terms and Conditions – Exhibit D**  
**SP 1920 Contract**

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT**

- A. The Contractor shall assure that the following conditions are met:
1. Services are provided only to the defined SNAP-Ed eligible population.
  2. No fees may be charged for services.
  3. For the purposes of this contract, no social marketing campaigns (e.g., radio, television, billboards, etc.) are allowed, regardless of whether the campaign meets SNAP-Ed targeting requirements.
  4. The Contractor shall not require proof of age or citizenship as a condition of receiving services.
- B. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following program(s) is the U.S. Department of Agriculture, Food and Nutrition Service (USDA, FNS).
- CFDA 10.561      State Administrative Matching Grants for the Supplemental Nutrition Assistance Program.
- C. Ensure compliance with the following USDA, FNS civil rights requirements:
1. SNAP-Ed staff annually participates in civil rights training and maintains training documentation on file. Training is available online at: [https://www.cdph.ca.gov/programs/NEOPB/Documents/Fillable\\_Civil%20Rights092015.pdf](https://www.cdph.ca.gov/programs/NEOPB/Documents/Fillable_Civil%20Rights092015.pdf) [42 USC Section 2000d] [45 CFR Part 80] [USDA, FNS Instruction 113-1] [CDSS, Manual of Policies and Procedures (MPP) Section 21-117]
  2. A civil rights policy and discrimination procedure for processing and responding to client complaints on the basis of perceived or actual discrimination is established. Complaints must be documented and maintained in a complaint log. [42 USC Section 2000d] [45 CFR Part 80] [USDA, FNS Instruction 113-1] [MPP Section 21-117]
  3. The USDA nondiscrimination poster "And Justice for All," or other FNS-approved substitute is prominently posted and displayed in all locations where SNAP-Ed interventions are held. [7 CFR 272.6(f)(2)]
  4. The SNAP-Ed nondiscrimination statement must be made available in English or other languages appropriate for the local population served or directly affected by any USDA program or activity.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

- D. The Contractor shall assure that the following publication conditions are met:
1. Materials published or transferred by Contractor shall: (a) state “The materials or product were a result of a project funded by a contract with the California Department of Aging”; (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that “The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data.”
  2. Acknowledge that USDA, FNS reserves a royalty-free, non-exclusive right to reproduce, publish, use, or authorize others to use photographs, videos, recordings, computer programs and related source codes, literature, or other products procured, in whole or in part, with SNAP funds for Government purposes. [SNAP-Ed Guidance, Appendix F]
  3. Materials developed or reprinted with SNAP-Ed funds include a non-discrimination statement in accordance with the current year’s SNAP-Ed Guidance. [SNAP-Ed Guidance, Appendix F]
  4. All materials, whether newly developed or reprinted, follow SNAP-Ed requirements in accordance with the current year’s SNAP-Ed Guidance. [SNAP-Ed Guidance, Appendix F]

ARTICLE II. RESOLUTION OF FEDERAL AWARD CONFLICTS

The federal terms and conditions of this award and other requirements have the following order of precedence if there is any conflict in what they require:

1. The Food and Nutrition Act of 2008 and implementing regulations.
2. Healthy Hunger-Free Kids Act of 2010
3. 22 CCR 7000 et seq.

ARTICLE III. SUBCONTRACTS

- A. Additional Subcontract Requirements [SCM 3.06]
1. Agencies shall assure that all administrative fees are reasonable, considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 for each subcontract. These overhead limitations may be waived when contracts are with the Federal

ARTICLE III. SUBCONTRACTS (Continued)

government and cost recovery requirements result in higher published rates. The overhead may not exceed the published rates.

2. Services to be provided by the Contractor are to be performed primarily with the staff of the Contractor.
3. If the total of all subcontracts (excluding those listed in (a.) below) exceeds \$50,000 or 25 percent (25%) of the total contract, whichever is less, then minimal higher levels of subcontracting might be permissible if the Subcontract is justified and:
  - a. The Subcontractor is a state or local government entity (including a JPA), foundation organized to support the Board of Governors of the California Community Colleges, an auxiliary organization of the CSU, or a California community college, an auxiliary organization of the Student Aid Commission established under Education Code § 69522 or
  - b. Prior written approval from DGS/OLS has been received; or
  - c. Certification by the government entity that the Subcontractor has been selected pursuant to a competitive bidding process that seeks at least three (3) bids from responsible bidders.
4. If a contract submitted to DGS for approval does not identify subcontracts, but the Contract subsequently involves subcontracts then, if the total subcontracted amount exceeds \$50,000 or 25 percent (25%), the Contract shall be amended to identify the subcontracts (name, staffing, portions of the work to be performed, and budget detail) and the amendment shall be submitted to DGS for approval. [SCM 3.06.G]
5. Contracts shall be procured through competitive bid procedures governed by State procurement regulations.

ARTICLE IV. REPORTING PROVISIONS

- A. The Contractor shall have written procedures and a reliable email system to assure that all submitted SNAP-Ed data is timely, complete, accurate, and verifiable.
- B. The Contractor shall maintain a program data collection and reporting system as specified in this Agreement.



ARTICLE IV. REPORTING PROVISIONS (Continued)

- C. The Contractor shall provide support and technical assistance to subcontractors and respond in writing, all written requests for directions, guidance, and interpretation of instructions to include client and performance data. [SNAP-Ed Guidance]
- D. The Contractor shall review and monitor the collection of contract data to ensure it is accurately reported.
- E. The Contractor shall attend and participate in required SNAP-Ed contract data collection training.
- F. The Contractor shall electronically submit SNAP-Ed quarterly data via the Program and Evaluation Reporting System (PEARS) online data reporting system, as follows, or as instructed by CDA:

Quarter	Reporting Period	Due Date
Quarter 1	October 1 - December 31	January 30
Quarter 2	January 1 - March 31	April 30
Quarter 3	April 1 - June 30	July 30
Quarter 4	July 1 - September 30	October 2

- G. The Contractor shall electronically submit annual FFY SNAP-Ed data reports via the PEARS online data reporting system, as follows, or as instructed by CDA:

Reporting Period	Due Date
October 1, - September 30	October 2

- H. If the Contractor anticipates submitting a late report, the Contractor shall submit a written explanation, including the reasons for the delay and the estimated date of submission, ten (10) days prior to the report due date to [SNAP-Ed.Data@aging.ca.gov](mailto:SNAP-Ed.Data@aging.ca.gov).
- I. The Contractor shall verify the accuracy of all data submitted to CDA and respond to any CDA data verification requests.

**ARTICLE IV. REPORTING PROVISIONS (Continued)**

- J. The Contractor shall collect and submit data in accordance with the current FFY federal SNAP-Ed Plan Guidance. AAAs are responsible for:
  - 1. Compiling and submitting accurate contract data to CDA.
  - 2. Reviewing and monitoring the collection of contract data to ensure it is accurately reported.
  - 3. Attending and participating in required SNAP-Ed contract data collection training.
- K. The Contractor shall, in accordance with CDA SNAP-Ed requirements, correct and/or explain questionable data.
  - 1. The Contractor shall correct all errors identified. All corrections shall be submitted to [SNAP-Ed.Data@aging.ca.gov](mailto:SNAP-Ed.Data@aging.ca.gov).
  - 2. The Contractor shall verify all quarterly and annual SNAP-Ed data for accuracy in accordance with USDA, FNS and CDA requirements.
- L. The Contractor shall electronically submit a narrative SNAP-Ed annual report summarizing activities provided during the previous FFY. Detailed information for developing the SNAP-Ed annual report will be provided in future program guidance.
- M. The Contractor shall submit quarterly progress reports providing details on the progress and achievements in reaching AAA goals and objectives. A quarterly report form will be provided by CDA and is due thirty (30) days after the end of each quarter, or as instructed by CDA. Quarterly reports shall be submitted to [SNAP-Ed@aging.ca.gov](mailto:SNAP-Ed@aging.ca.gov).

**ARTICLE V. TRANSITION PLAN**

- A. The Contractor shall submit a transition plan to CDA within fifteen (15) days of CDA's written Notice of Termination or Contractor's Notice of Intent to Terminate (pursuant to Exhibit D, Article XII of this Agreement) for a service funded by SNAP-Ed. The transition plan must be approved by CDA and shall, at a minimum, include the following:
  - 1. A description of how SNAP-Ed Participants will be notified about the change in their SNAP-Ed provider.

ARTICLE V. TRANSITION PLAN (Continued)

2. A plan to dispose of or transfer all records, including confidential records, to a new contractor or CDA, as directed by CDA.
  3. A plan to inform community referral sources of the pending termination of this SNAP-Ed contract and what alternatives, if any, exist for future referrals.
  4. A plan to maintain adequate staff to provide continued SNAP-Ed services through the remaining term of the Contract.
  5. A full inventory of all property purchased during the entire operation of the Contract using SNAP-Ed funding.
  6. A plan to dispose of, or transfer all property purchased during the entire operation of the Contract using SNAP-Ed funds.
  7. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. The Contractor shall implement the transition plan as approved by CDA. CDA will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required in this Article, the Contractor agrees to implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.

# Contractor Certification Clause

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

## CONTRACTOR CERTIFICATION CLAUSES

### STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

### DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
  1. the dangers of drug abuse in the workplace;
  2. the person's or organization's policy of maintaining a drug-free workplace;
  3. any available counseling, rehabilitation and employee assistance programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and,
  2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

#### NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

#### CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

#### EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

#### SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

#### DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

#### GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

#### CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

##### a) Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

##### b) Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

#### LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

#### AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

#### CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

#### CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

#### RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

#### AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

#### PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.



# Contractor Certification Clause

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

## CONTRACTOR CERTIFICATION CLAUSES

### STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

### DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
  1. the dangers of drug abuse in the workplace;
  2. the person's or organization's policy of maintaining a drug-free workplace;
  3. any available counseling, rehabilitation and employee assistance programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and,
  2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

#### NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

#### CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

#### EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

#### SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

#### DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

#### GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

#### CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

##### a) Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

##### b) Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

#### LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

#### AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

#### CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

#### CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

#### RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

#### AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

#### PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

## CERTIFICATION

**In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:**

- Confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- All access codes which allow access to confidential information will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report (CDA 1025).
- Any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at [www.aging.ca.gov](http://www.aging.ca.gov), within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. Contractor/Vendor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement.
- All employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.
- CDA or its designee will be granted access by the Contractor/Vendor to any computer-based confidential information within the scope of the Contract.

### CERTIFICATION

- I agree to protect the following types of confidential information which include but are not limited to:
  - Social Security number
  - Medical information
  - Claimant and employer information
  - Driver License information
  - Information about individuals that relate to their personal life or identifies or describes an individual
  - Other agencies' confidential and proprietary information
  - Criteria used for initiating audit selection
  - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.)
  - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract
- I agree to protect confidential information by:
  - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties
  - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason
  - Securing confidential information in approved locations
  - Never removing confidential information from the work site without authorization

**I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.**

Contractor/Vendor Name:  
County of Solano

Contract Number:  
SP-1920-28

Printed Name of Person Signing:  
Birgitta E. Corsello

Title of Person Signing:  
County Administrator

Authorized Signature:

Date:

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF AGING  
**CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**  
CDA 9026 (NEW 04/2018)



Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Contractor Name (Printed):

Federal ID Number:

By (Authorized Signature):

Printed Name and Title of Person Signing:

Date Executed:

Executed in the County and State of:

Indicate all California Department of Aging contracts your organization participates in:

Area Plan (AP)

Financial Alignment (FA)

HICAP (HI)

MIPPA (MI)

MSSP (MS)

SNAP-Ed (SP)

Title V (TV)



**RESOLUTION NO. 2019 -**

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS  
DIRECTING COUNTY STAFF TO CONTRACT WITH THE CALIFORNIA DEPARTMENT OF AGING FOR  
FY2019/20 AWARD NUMBER SP-1920-28 PLANNING AND SERVICES AREA 28 FUNDS FOR FEDERAL  
FY2019/20 SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM-EDUCATION FUNDS AND TO  
EXECUTE CONTRACT AMENDMENTS TO DISTRIBUTE ANY ADDITIONAL CALIFORNIA  
DEPARTMENT OF AGING IDENTIFIED FUNDS FOR FY2019/20**

**Whereas**, on September 28, 2018 Solano County was designated as the lead agency for the Napa/Solano Area Agency on Aging (N/S AAA) for PSA 28; and

**Whereas**, the California Department of Aging has identified \$90,472 in Supplemental Nutrition Assistance Program-Education (SNAP-Ed) funds for PSA 28 for federal FY2019/20; and

**Whereas**, if the California Department of Aging identifies additional supplemental SNAP-Ed funds, County staff requests authorization to execute contract amendments to distribute the additional funds; and

**Whereas**, the Napa/Solano Area Agency on Aging ensures quality services to the senior populations of Napa and Solano Counties.

**Resolved**, the Solano County Board of Supervisors hereby directs the County Administrator to execute the with the CDA for award number SP-1920-28 funds of \$90,472 for federal FY2019/20 SNAP-Ed funds and authorizes the County Administrator to sign contract amendments for any supplemental identified SNAP-Ed funds for federal FY2019/20.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on September 24, 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

<b>Agenda #:</b>	18	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	Resource Management
<b>File #:</b>	19-684	<b>Contact:</b>	Bill Emlen, 784-6062
<b>Agenda date:</b>	09/24/2019	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution authorizing the Director of Resource Management to execute and record irrevocable offers of dedication of 3.84 acres of right of way easements for public roadway and public utility purposes on Green Valley Road and Mason Road for Minor Subdivision MS-18-02 (Russo)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Map, B - Resolution, C - Dedication Green Valley & Mason, D - Dedication Roundabout		

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 authorizing the Director of Resource Management to execute and record irrevocable offers of dedication of 3.84 acres of right of way easements for public roadway and public utility purposes on Green Valley Road and Mason Road for Minor Subdivision MS-18-02 (Russo).

### **SUMMARY/DISCUSSION:**

Minor Subdivision MS-18-02 creates two parcels (102.7 acres and 5.0 acres). The parcels exist west of Green Valley Road and north of Mason Road, northwest of the City of Fairfield in unincorporated Solano County (Attachment A - Map).

Minor Subdivision MS-18-02 was approved by the Zoning Administrator on February 7, 2019. The conditions of approval for Minor Subdivision MS-18-02 require the developer to dedicate for road purposes right of way easements for public roadway and public utility purposes along Green Valley Road and Mason Road, including area to include a future roundabout at the intersection. This offer of dedication of 3.84 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 accepting the offers thereby satisfying the requirements to file the map for the subdivision. The right of way dedicated will not be executed by the Director until such future time that the easements are needed for public use.

### **FINANCIAL IMPACT:**

The Road Fund pays the cost of maintaining Green Valley Road and Mason 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 offers 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.

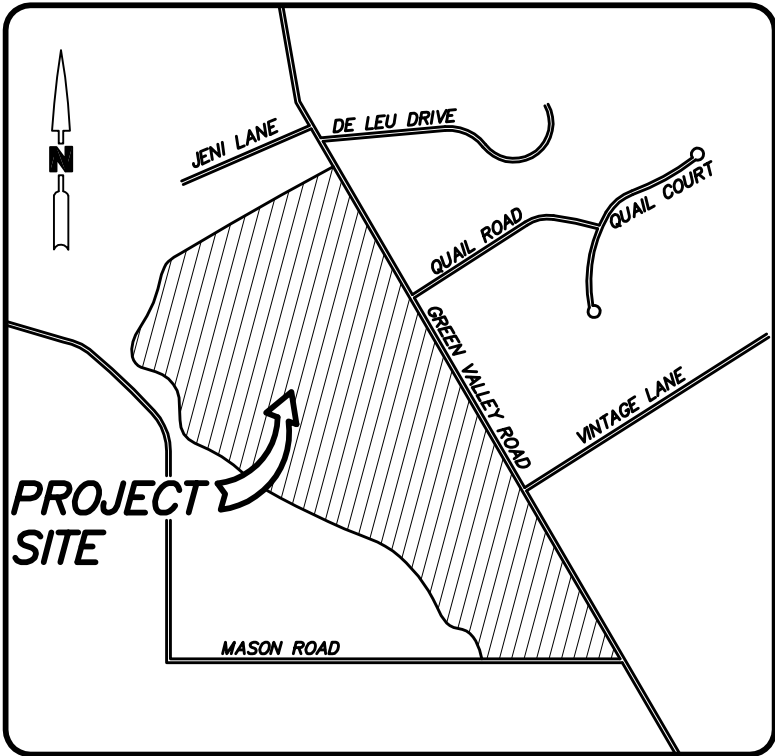
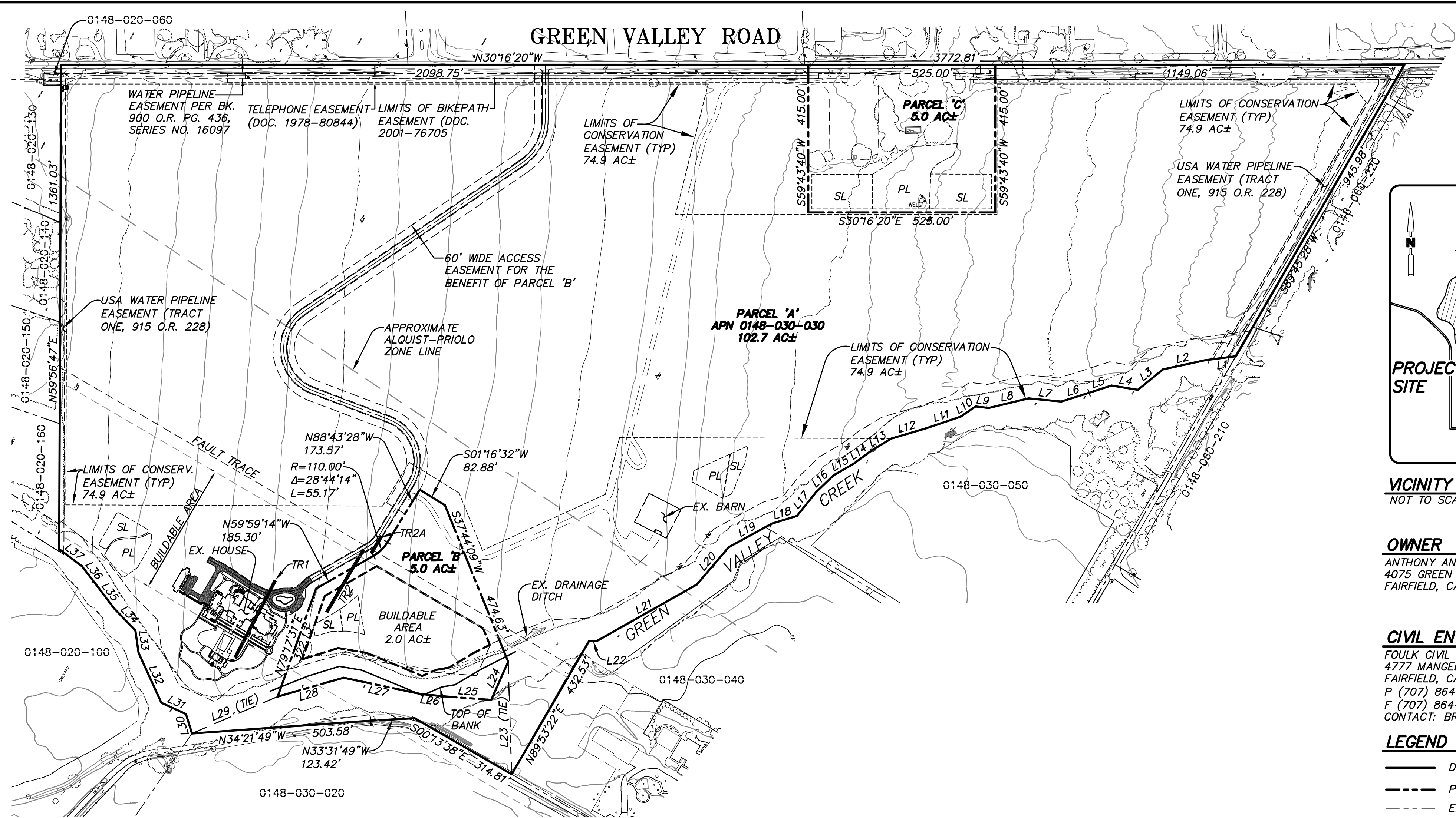
**OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed and approved this item as to form.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION





VICINITY MAP  
NOT TO SCALE

OWNER

ANTHONY AND DEBRA RUSSO  
4075 GREEN VALLEY ROAD  
FAIRFIELD, CA 94534

CIVIL ENGINEER

FOULK CIVIL ENGINEERING, INC.  
4777 MANGELS BLVD.  
FAIRFIELD, CA 94534  
P (707) 864-0784  
F (707) 864-0793  
CONTACT: BRAD FOULK

LEGEND

- DISTINCTIVE BORDER
- PROPOSED PROPERTY LINE
- EXISTING ADJACENT PROPERTY LINE
- EXISTING EASEMENT LINE (AS NOTED)
- LIMITS OF PROPOSED BUILDABLE AREA

ABBREVIATIONS

AC	ACRES
APN	ASSESSOR'S PARCEL NUMBER
CONSERV	CONSERVATION
EX	EXISTING
O.R.	OFFICIAL RECORDS
PL	PRIMARY LEACHFIELD
SL	SECONDARY LEACHFIELD
TR	TRENCH
TYP	TYPICAL

BASIS OF BEARINGS:

FOUND T-BAR "SOLANO COUNTY SURVEYOR" AND REBAR & CAP GV-MA ALONG THE WESTERLY LINE OF THE LANDS OF BIGGS AS SHOWN ON THE PARCEL MAPS FILED IN BOOK 11, PARCEL MAPS, PAGE 24 & BOOK 12, PARCEL MAPS, PAGE 59, SOLANO COUNTY RECORDS, TAKEN AS S30°16'41"E.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N37°34'35"W	85.88'
L2	N42°38'58"W	122.22'
L3	N69°28'22"W	90.75'
L4	N21°00'11"W	75.16'
L5	N48°05'41"W	66.09'
L6	N47°48'58"W	82.05'
L7	N24°37'32"W	92.11'
L8	N43°49'39"W	115.26'
L9	N23°45'44"W	37.24'
L10	N64°45'07"W	50.55'
L11	N49°03'23"W	102.98'
L12	N46°33'01"W	101.42'
L13	N61°42'53"W	65.74'
L14	N66°40'34"W	62.18'
L15	N60°05'28"W	64.84'
L16	N74°26'04"W	68.16'
L17	N81°22'46"W	85.64'
L18	N47°22'14"W	73.94'

LINE	BEARING	DISTANCE
L19	N59°01'13"W	137.92'
L20	N79°46'00"W	137.66'
L21	N59°43'12"W	321.65'
L22	N32°48'06"W	22.85'
L23	N57°56'16"E	316.30'
L24	S83°38'34"W	117.18'
L25	N26°04'25"W	132.86'
L26	N24°27'34"W	66.09'
L27	N18°16'49"W	221.10'
L28	N46°15'31"W	192.63'
L29	N53°33'00"W	262.30'
L30	N42°43'11"E	57.07'
L31	N05°44'01"W	76.04'
L32	N35°15'36"E	154.32'
L33	N51°37'02"E	63.52'
L34	N15°39'19"E	86.03'
L35	N22°43'05"E	86.90'
L36	N21°58'45"E	62.47'
L37	N06°40'44"E	79.67'

NOTES

- NET AREAS DO NOT INCLUDE ROAD EASEMENTS, SLOPE EASEMENTS, DETENTION POND AND RIGHT-OF-WAY DEDICATIONS.
- THE ENTIRETY OF PARCEL 'B', AS SHOWN, IS WITHIN THE ALQUIST-PRIOLO ZONE.

TENTATIVE PARCEL MAP  
OF  
LANDS OF RUSSO  
APN 0148-030-030  
SOLANO COUNTY, CALIFORNIA  
OCTOBER 2018 SCALE: 1"=200'

FCE

FOULK CIVIL ENGINEERING, INC.

Civil Engineering Land Surveying Planning

4777 Mangels Boulevard, Fairfield, CA 94534

(707)864-0784 fax (707)864-0793 e-mail: fouldkce@gmail.com

REV. 10/22/18

SHEET 1 OF 1

07-022-TPM SC

**RESOLUTION NO. 2019 - \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE DIRECTOR OF RESOURCE MANAGEMENT  
TO EXECUTE AND RECORD THE IRREVOCABLE OFFERS OF DEDICATION  
OF 3.84 ACRES OF RIGHT OF WAY EASEMENTS FOR PUBLIC ROADWAY  
AND PUBLIC UTILITY PURPOSES ON GREEN VALLEY ROAD AND MASON ROAD  
FOR MINOR SUBDIVISION MS-18-02 (RUSSO)**

**WHEREAS**, as a condition of approval of Minor Subdivision MS-18-02 the Developer (Russo) was required to dedicate right of way on Green Valley Road and Mason; and

**WHEREAS**, the Developer provided the irrevocable offers of dedication to the County of Solano for additional right of way along Green Valley Road and Mason Road for future use as public right of way easements in order to satisfy the condition for the subdivision.

**RESOLVED**, the Solano County Board of Supervisors, in accordance with Chapter 26 of the Solano County Code, authorizes the Director of Resource Management to execute and record the dedication of public roadway and public utility easements along Green Valley Road and Mason when construction and circulation improvements are necessary.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on September 24, 2019 by the following vote:

AYES:           SUPERVISORS       \_\_\_\_\_

\_\_\_\_\_

NOES:           SUPERVISORS       \_\_\_\_\_

EXCUSED:       SUPERVISORS       \_\_\_\_\_

\_\_\_\_\_  
ERIN HANNIGAN, Chairwoman  
Solano County Board of Supervisors

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

By: \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO AND MAIL  
TAX STATEMENTS TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APN: \_\_\_\_\_  
Documentary Transfer Tax: \$ \_\_\_\_\_

**IRREVOCABLE OFFER OF DEDICATION OF PUBLIC RIGHT-OF-WAY  
EASEMENT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Debra A. Yarbrough Russo and Anthony S. Russo, Trustees of the DEBRA A. YARBROUGH AND ANTHONY S. RUSSO LIVING TRUST, DATED OCTOBER 4, 2017 (“**Owner**”), do hereby make an irrevocable offer of dedication of public right-of-way easement (the “**Offer**”) to the COUNTY OF SOLANO (the “**County**”) that certain real property located in the County of Solano, State of California, as more particularly described on Exhibit A and depicted on Exhibit B attached hereto and incorporated herein by this reference (the “**Property**”), for the purpose of rights-of-way for Green Valley Road and Mason Road (“**Dedication A**”) in accordance with the design standards provided in the Middle Green Valley Specific Plan (the “**Plan**”). The Offer may be accepted by the County when necessary for construction of circulation improvements at the intersection of Green Valley Road and Mason Road, as described in the Plan. Upon the County’s acceptance of the Offer in accordance herewith, Owner and the County shall execute and record an easement incorporating the terms set forth in this Offer, and otherwise in form and content reasonably acceptable to Owner and the County (the “**Easement**”).

In connection with the Offer, Owner agrees to participate in the granting of easement for public rights of way consistent with Section 4.3 of the Middle Green Valley Master Development Agreement dated April 13, 2015 (the “**Development Agreement**”) sufficient to effectuate the public improvements necessary to implement the Plan, subject to all rights granted or retained by Owner as an owner subject to the Development Agreement.


*[Signatures appear on following page]*



IN WITNESS WHEREOF, the undersigned has executed this Offer of Dedication of Public Right-of-Way Easement as of the day and year first written above.

**OWNER:**

DEBRA A. YARBROUGH AND ANTHONY S.  
RUSSO LIVING TRUST, DATED OCTOBER 4,  
2017

  
By: Debra A. Yarbrough Russo, Trustee  
By: Anthony S. Russo, Trustee

## 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 )  
County of Solano )

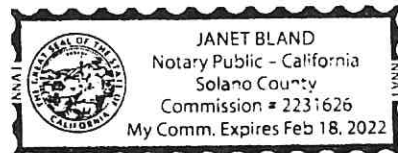
On September 16, 2019, before me, Janet Bland,  
(insert name of notary)

Notary Public, personally appeared Debra A Hartbrough Russo,  
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 the 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 and official seal.

Signature Janet Bland



(Seal)



## 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 )  
County of Solano )

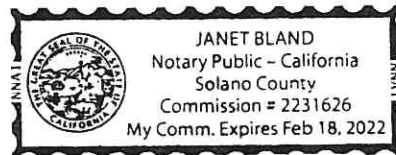
On September 16, 2019, before me, Janet Bland,  
(insert name of notary)

Notary Public, personally appeared Anthony S. Russo,  
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 the 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 and official seal.

Signature Janet Bland



(Seal)

## CERTIFICATE OF ACCEPTANCE

This is to certify that the County of Solano (the “**County**”) hereby accepts the “Property” as defined in the Offer of Dedication of Public Right-of-Way Easement to which this Certificate of Acceptance is attached, subject to the terms and conditions therein. This acceptance is made pursuant to the authority conferred by the County’s governing body, and the County hereby consents to the recordation of the Offer of Dedication of Public Right-of-Way Easement to which this Certificate of Acceptance is attached.

Dated: \_\_\_\_\_, 2019      COUNTY OF SOLANO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

Legal Description of Property

**FOULK CIVIL ENGINEERING, INC.**

CIVIL ENGINEERING - LAND SURVEYING

4777 MANGELS BOULEVARD

FAIRFIELD, CA 94534

OFFICE (707) 864-0784

FAX (707) 864-0793

September 5, 2019

07-022

RWD A

**EXHIBIT 'A'**  
**DEDICATION A**

***LEGAL DESCRIPTION OF PUBLIC RIGHT OF WAY EASEMENT DEDICATION  
ACROSS THE LANDS OF THE  
DEBRA A. YARBROUGH AND ANTHONY S. RUSSO LIVING TRUST,  
DATED OCTOBER 4, 2017***

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE LANDS OF THE DEBRA A. YARBROUGH AND ANTHONY S. RUSSO LIVING TRUST, DATED OCTOBER 4, 2017 ("TRUST"), AS DESCRIBED IN DOCUMENT FILED OCTOBER 25, 2017, AS DOCUMENT NUMBER 2017-00091944, SOLANO COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE AT THE MOST SOUTHEASTERLY CORNER OF THE LANDS OF THE "TRUST" AS DESCRIBED IN DOCUMENT FILED OCTOBER 25, 2017 AS DOCUMENT NUMBER 2017-00091944, SOLANO COUNTY RECORDS, SAID POINT BEING AT THE INTERSECTION OF THE CENTERLINES OF GREEN VALLEY ROAD AND MASON ROAD; THENCE LEAVING SAID CENTERLINE OF GREEN VALLEY ROAD WESTERLY ALONG THE CENTERLINE OF MASON ROAD, SOUTH 89°45'09" WEST 957 FEET, MORE OR LESS, TO THE CENTERLINE OF GREEN VALLEY CREEK; THENCE LEAVING SAID CENTERLINE OF MASON ROAD NORTHERLY ALONG THE CENTERLINE OF GREEN VALLEY CREEK, NORTH 34°45'51" WEST 42.48 FEET; THENCE EASTERLY ON A LINE PARALLEL TO AND 35.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF MASON ROAD, NORTH 89°45'09" EAST 920.41 FEET TO A POINT BEING 35.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENERLINE OF GREEN VALLEY ROAD; THENCE NORTHERLY ON A LINE PARALLEL TO AND 35.00 FEET MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF GREEN VALLEY ROAD NORTH 30°16'41" WEST 3,712.21 FEET TO THE NORTHERLY LINE OF THE "TRUST"; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE OF THE "TRUST", NORTH 59°56'25" EAST 35.00 FEET TO A POINT ON THE CENTERLINE OF GREEN VALLEY ROAD; THENCE SOUTHERLY ALONG SAID CENTERLINE OF GREEN VALLEY ROAD, SOUTH 30°16'41" EAST 3772.73 FEET TO THE POINT OF BEGINNING.

PORTION APN 148-030-03

CONTAINING 3.76 ACRES, MORE OR LESS

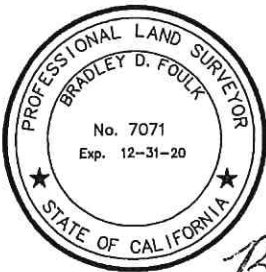
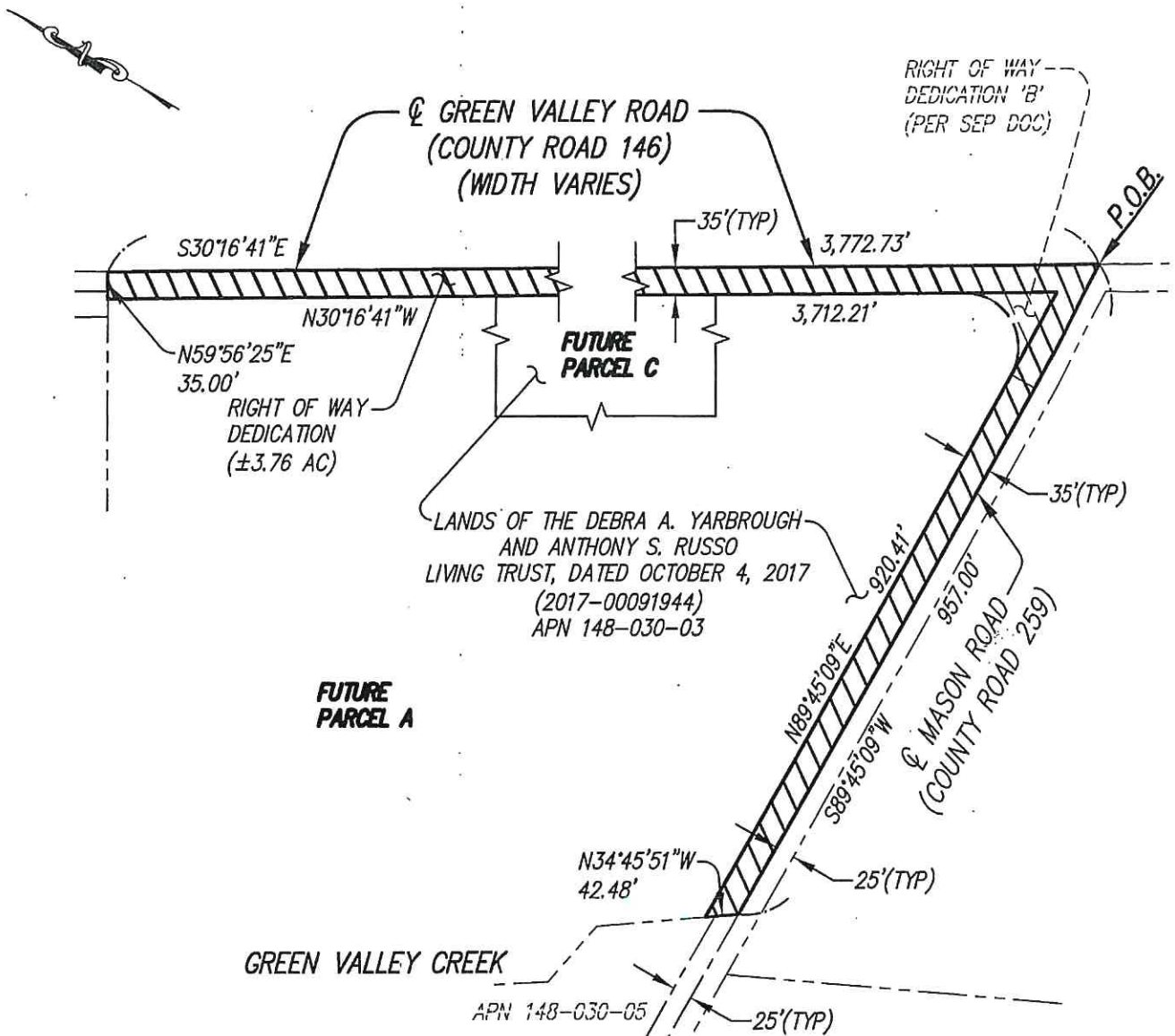


A handwritten signature in cursive script, appearing to read "Brad Foulk", written over a horizontal line.

BRAD D. FOULK, PLS 7071  
EXPIRES: 12/31/2020

EXHIBIT B

Depiction of Property



*Bradley D. Foulk*

BRADLEY D. FOULK  
EXPIRES

PLS 7071  
12-31-20

RWD A

**FCE**

FOULK CIVIL ENGINEERING, INC.

Civil Engineering Land Surveying Planning

4777 Mangels Boulevard, Fairfield, CA 94534

(707)864-0784 fax (707)864-0793 e-mail: foulkee@gmail.com

**EXHIBIT 'B'**

DEDICATION 'A'

LANDS OF YARBROUGH-RUSSO TRUST

RIGHT OF WAY DEDICATION

SOLANO COUNTY, CALIFORNIA

SCALE: 1"=200'

DATE: 09/05/19

DWG: 07-022-PM

JOB NO: 07-022

DRAWN BY: AJH/NRF

CHECKED BY: DJ



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO AND MAIL  
TAX STATEMENTS TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APN: \_\_\_\_\_  
Documentary Transfer Tax: \$ \_\_\_\_\_

**IRREVOCABLE OFFER OF DEDICATION OF PUBLIC RIGHT-OF-WAY  
EASEMENT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Debra A. Yarbrough Russo and Anthony S. Russo, Trustees of the DEBRA A. YARBROUGH AND ANTHONY S. RUSSO LIVING TRUST, DATED OCTOBER 4, 2017 (“**Owner**”), do hereby make an irrevocable offer of dedication of public right-of-way easement (the “**Offer**”) to the COUNTY OF SOLANO (the “**County**”) that certain real property located in the County of Solano, State of California, as more particularly described on Exhibit A and depicted on Exhibit B attached hereto and incorporated herein by this reference (the “**Property**”), for the purpose of right-of-way necessary to accommodate a roundabout and adjacent trail connection at the intersection of Green Valley Road and Mason Road (“**Dedication B**”) in accordance with the design standards provided in the Middle Green Valley Specific Plan (the “**Plan**”). The Offer may be accepted by the County when necessary for construction of circulation improvements at the intersection of Green Valley Road and Mason Road, as described in the Plan. Upon the County’s acceptance of the Offer in accordance herewith, Owner and the County shall execute and record an easement incorporating the terms set forth in this Offer, and otherwise in form and content reasonably acceptable to Owner and the County (the “**Easement**”).

In connection with the Offer, Owner agrees to participate in the granting of easement for public rights of way consistent with Section 4.3 of the Middle Green Valley Master Development Agreement dated April 13, 2015 (the “**Development Agreement**”) sufficient to effectuate the public improvements necessary to implement the Plan, subject to all rights granted or retained by Owner as an owner subject to the Development Agreement.

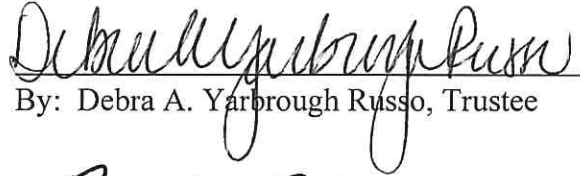
*[Signatures appear on following page]*




IN WITNESS WHEREOF, the undersigned has executed this Offer of Dedication of Public Right-of-Way Easement as of the day and year first written above.

**OWNER:**

DEBRA A. YARBROUGH AND ANTHONY S.  
RUSSO LIVING TRUST, DATED OCTOBER 4,  
2017

  
By: Debra A. Yarbrough Russo, Trustee

  
By: Anthony S. Russo, Trustee

## 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 )  
County of Solano )

On September 16, 2019, before me, Janet Bland,  
(insert name of notary)

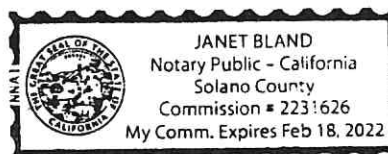
Notary Public, personally appeared Debra A Yarbrough Russo,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the 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 and official seal.

Signature

Janet Bland



(Seal)

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State of California )  
County of Solano )

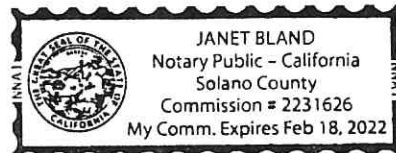
On September 16, 2019, before me, Janet Bland,  
(insert name of notary)

Notary Public, personally appeared Anthony S. Russo,  
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 the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Signature Janet Bland



(Seal)

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Dated: \_\_\_\_\_, 2019      COUNTY OF SOLANO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

Legal Description of Property

**FOULK CIVIL ENGINEERING, INC.**  
CIVIL ENGINEERING - LAND SURVEYING  
4777 MANGELS BOULEVARD  
FAIRFIELD, CA 94534  
OFFICE (707) 864-0784  
FAX (707) 864-0793

September 5, 2019  
07-022  
RWD B

**EXHIBIT 'A'**  
**DEDICATION 'B'**

***LEGAL DESCRIPTION OF PUBLIC RIGHT OF WAY EASEMENT DEDICATION  
ACROSS THE LANDS OF THE  
DEBRA A. YARBROUGH AND ANTHONY S. RUSSO LIVING TRUST,  
DATED OCTOBER 4, 2017***

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CENTERLINE OF MASON ROAD SOUTH 89°45'09" WEST 121.32 FEET TO **THE POINT OF BEGINNING.**

CONTAINING 0.08 ACRES, MORE OR LESS

PORTION APN 148-030-03




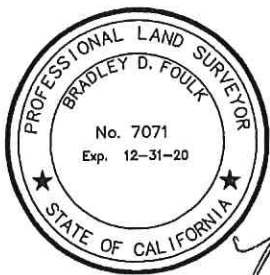
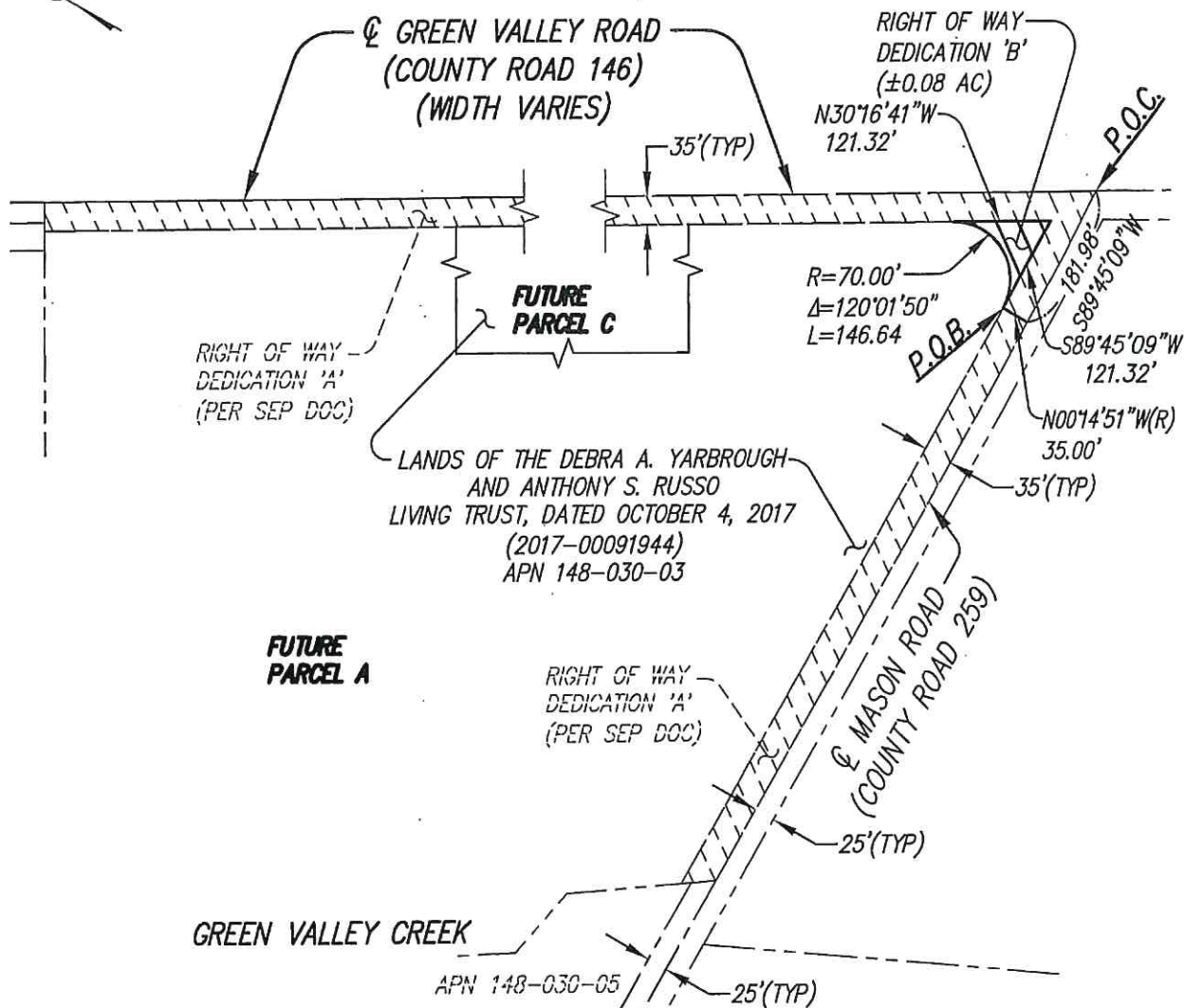
  
BRAD D. FOULK, PLS 7071  
EXPIRES: 12/31/2020

EXHIBIT B

Depiction of Property





*Bradley D. Foulk*

BRADLEY D. FOULK  
EXPIRES

PLS 7071  
12-31-20

RWD B

**FCE**

FOULK CIVIL ENGINEERING, INC.

Civil Engineering Land Surveying Planning  
4777 Mangels Boulevard, Fairfield, CA 94534

(707)864-0784 fax (707)864-0793 e-mail: foulkce@gmail.com

**EXHIBIT 'B'**  
**DEDICATION 'B'**

LANDS OF YARBROUGH-RUSSO TRUST  
RIGHT OF WAY DEDICATION  
SOLANO COUNTY, CALIFORNIA

SCALE: 1"=200'

DATE: 09/05/19

DWG: 07-022-PM

JOB NO: 07-022

DRAWN BY: AJH/NRF

CHECKED BY: DJ



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	19	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Contract	<b>Department:</b>	Resource Management
<b>File #:</b>	19-634	<b>Contact:</b>	Terry Schmidtbauer x3157
<b>Agenda date:</b>	09/24/2019	<b>Final Action:</b>	
<b>Title:</b>	Approve an agreement and order form with Accela, Inc. for 4 annual subscriptions from September 12, 2019 through September 11, 2023 totaling \$465,494 to access Accela Environmental Health, a cloud based permitting and inspection data management software system needed to replace an existing data management system; Approve a contract with SEP Technology Consulting, LLC for \$238,820 with a term of September 24, 2019 through June 30, 2020 for one time configuration and training to use the software; and Delegate authority to the Director of Resource Management to execute the agreement, order form, contract and any change orders or amendments up to 10% of the contract amount and to renew subsequent annual subscriptions that are within 7% of the prior year net total amount within budgeted appropriations		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Accela, Inc. Agreement and Order Form, B - SEP Technology Consulting, LLC. Contract		

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

### **DEPARTMENTAL RECOMMENDATION:**

The Department of Resource Management recommends that the Board of Supervisors:

1. Approve an agreement and order form for four annual subscriptions from September 12, 2019 through September 11, 2023 totaling \$465,494 with Accela, Inc. to access Accela Environmental Health, a cloud based permitting and inspection data management system needed to replace an existing data management system;
2. Approve a contract with SEP Technology Consulting, LLC for \$209,420 with a term from September 24, 2019 through June 30, 2020 for one-time configuration and training to use the software; and
3. Delegate authority to the Director of Resource Management to execute the agreement, order form, contract and any change orders or amendments up to 10% of the contract amount and to renew subsequent annual subscriptions that are within 7% of the prior year net total amount within budgeted appropriations.

### **SUMMARY:**

The Department of Resource Management is seeking a software subscription service agreement with Accela,

Inc. for access to its Accela Environmental Health module to replace the portion of an existing data management system known as Sweeps provided by Sweeps Software, Inc. that is used for most of the Department's Environmental Health programs. The use of Accela Environmental Health is necessary to improve compliance with state mandated electronic reporting requirements for hazardous materials program information to the state's on-line database, which Sweeps has been unable to perform effectively or efficiently. Accela Environmental Health will also improve staff efficiencies and customer service. The software includes electronic inspection reports and forms in many programs, including the retail food protection and hazardous materials programs, that are automatically updated to current requirements, saving staff time that is currently devoted to building, maintaining and updating program specific electronic reports within Sweeps. Its platform allows for staff to access the software from the field using a variety of field equipment (cell phones, tablets), which should save time from bringing bulkier equipment to inspections, and it has a public portal that will allow on-line payments and document submissions from regulated businesses.

In order to utilize Accela Environmental Health, it must also be configured to match the Department's specific permitting and inspection workflow and staff must be trained on use of the software. To accomplish this work, the Department is seeking a contract with SEP Technology Consulting, LLC to configure Accela Environmental Health and train staff on its use. SEP Technology Consulting, LLC has worked closely with Accela, Inc. in other jurisdictions nationally to successfully configure Accela Environmental Health and train staff.

**FINANCIAL IMPACT:**

The total four (4) year cost of this request is \$704,313.50. This includes the \$465,493.50 four-year subscription cost to Accela, Inc. for Accela Environmental Health, which is payable through annual subscription fees as enumerated below.

Year 1	September 12, 2019-September 11,2020	\$108,000
Year 2	September 12, 2020-September 11,2021	\$113,400
Year 3	September 12, 2021-September 11,2022	\$119,070
Year 4	September 12, 2022-September 11,2023	\$125,024

This payment schedule reflects a 5% increase over the prior year's annual subscription cost, which is in alignment with the annual percent increase of other Accela products utilized by the Department. Subsequent annual subscription costs will be included within each future fiscal year's specific proposed budget. The time frame of the subscription for Accela Environmental Health will correspond to the Accela Land Management module for development related permits and Licensing module for Business licenses modules used within the Department. The cost for configuration and training by SEPTechnology Consulting, LLC is fixed at \$224,420, with an additional \$14,400 estimated to cover reimbursable costs. The FY2019/20 Adopted Budget includes the first-year subscription costs for Accela Environmental Health of \$108,000 and the configuration and training costs of \$238,820. The cost for Accela Environmental Health and its configuration is recovered through Environmental Health permit fees and from enforcement revenue to improve hazardous materials programs.

There will be a period of overlap between Accela Environmental Health and use of Sweeps due to the time necessary to fully configure Accela Environmental Health, train staff on its use, convert some Sweeps data over to the new platform, and to test the new software's performance. The costs of both systems are included in the FY2019/20 Adopted Budget.

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

## **DISCUSSION:**

The Department's Environmental Health Services Division is responsible for permitting or registering and routinely inspecting over 6,900 restaurants, gas stations, businesses with hazardous materials, public pools, hotels and motels, state small water systems, septic tank pumpers, body artists, and other businesses and services to protect public health and the environment. To keep track of the permitting and inspection of these businesses and services, Environmental Health utilizes Sweeps, which is based on the Pervasive software platform (an on-site server to desktop Windows based program). At the time, Sweeps was utilized by most environmental health agencies throughout California. Beginning in the early 2000's, Envision and then Envision Connect, a software made by Decade Software, became the predominantly used by most environmental health agencies in California over Sweeps. Over the years, Decade Software worked very closely with environmental health agencies to streamline inspections into cloud-based formats. Decade Software was also very instrumental in early stakeholder discussions with the California Environmental Protection Agency (CalEPA) and final implementation of computer to computer transfer of local hazardous materials program regulatory information to the California Environmental Reporting System (CERS) state database to comply with state mandated hazardous materials reporting requirements. In November 2014, Accela, Inc. purchased Decade Software to integrate components of Decade's environmental health platform into Accela's Civic Platform as a separate Environmental Health module.

Accela Environmental Health provides a modern, intuitive and customizable user interface to help improve efficiency and effectiveness, which will improve customer service. Use of Accela Environmental Health will allow staff time to be focused on inspections, plan reviews and other responses to customers rather than on reporting requirements to the state or the development of electronic forms or inspections. For example, Accela Environmental Health has fully automated reporting to CERS. Currently, the Department estimates that 1.02 FTE or greater is needed annually to manually make Sweeps report electronically to CERS. This manual entry results in transcription errors and missing information, which was recently identified as a deficit in the County's hazardous materials program implementation in a state audit. It also takes staff out of the field to correct errors in submissions to the state. Accela Environmental Health also has an on-line citizen access tool that could allow operators to track the progress of plans and permits, saving time spent answering routine calls regarding status.

Currently the Environmental Health Service Division, along with the Planning, Building and Public Works Divisions in Resource Management, utilizes Accela's Land Management and Licensing modules to assist with the issuance and inspection of land development related permits, including septic systems, water wells, building permits and zoning permits, and for business licenses. If approved, this request will consolidate all environmental health division programs to an Accela based platform, whether through an on-site server or cloud-based subscription service, which will lead to efficiencies in processing permits common throughout the Department.

SEP Technology Consulting, LLC estimates that it will take approximately six months to fully configure the software and train staff on its use.

## **ALTERNATIVES:**

The Board may choose not to approve the agreements or order form. This is not recommended because Accela Environmental Health should significantly improve efficiency and effectiveness of mandated services and is needed to comply with state mandated electronic reporting requirements for hazardous materials programs, and SEP Technology Consulting, LLC has successfully installed this software for other jurisdictions nationally.

## **OTHER AGENCY INVOLVEMENT:**

The Department of Information Technology (DoIT) and County Counsel were consulted on this item and had input into the agreements. The Department discussed the use of Accela with San Diego County's Environmental Health as they currently utilize Accela for their Environmental Health programs.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

## ACCELA MASTER SOFTWARE AS A SERVICE (SaaS) AGREEMENT

This Accela Master Software as a Service (SaaS) Agreement (this “**Agreement**”) is entered into as of the date of last signature (the “**Effective Date**”) by and between Accela, Inc. and Customer identified on the Order (“**Customer**”), together referred to as the “**Parties**” and each individually as a “**Party**.” Specific services terms, product details, and any applicable license and/or subscription terms will be set forth in applicable Order Form(s) and Statements of Works (“**SOW**”), which shall become binding on the Parties and subject to this Agreement.

Purchase or use of the Subscription Service (defined below) is subject to this Agreement. If Customer is entering into this Agreement on behalf of a company, organization or another legal entity (an “**Entity**”), Customer is agreeing to this Agreement for that Entity and representing to Accela that it has the authority to bind such Entity to this Agreement.

### 1. DEFINITIONS

1.1 “**Account**” means a unique account established by Customer to enable its Authorized Users to access and use the Subscription Services.

1.2 “**Authorized User**” means one individual natural person, authorized by Customer to use the Subscription Service and for whom Customer has purchased a subscription to the Subscription Service. Authorized Users may include but are not limited to Customer’s employees, contractors and agents. Each Authorized User will be associated with a single, unique email address for purposes of accessing (and being identified within) the Subscription Service.

1.3 “**Customer Data**” means any and all content, eDocuments, materials, data and information that Customer, its Authorized Users, or other end users enter into the Subscription Services including but not limited to, personal information, information exchanged between Customer and Authorized User or Authorized User and a third party using the Subscription Services, information used to identify account names or numbers, routing information, usernames, passwords, access codes and prompts. Customer Data does not include any component of the Subscription Services or material provided by or on behalf of Accela.

1.4 “**Customer**” means the entity that purchases a subscription to the Subscription Service, directly from Accela or through an authorized reseller, distributor, or other channel partner of Accela.

1.5 “**Intellectual Property Rights**” means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.6 “**Optional Subscription Services**” mean the optional add-ons to the Subscription Service that may be available for purchase either directly from Accela or through an authorized reseller or partner of Accela, as more particularly described or identified in the applicable Order Form.

1.7 “**Order Form**” means written orders provided by Accela that sets forth the pricing and options of the Subscription Services (or, where applicable, to purchase Optional Subscription Services).

1.8 “**Subscription Service(s) or Service**” means the cloud-based network security service(s) for which Customer has obtained a subscription either directly from Accela or through an authorized reseller or other partner of Accela, as more particularly described in the applicable agreement or order under which such subscription was

obtained. Unless otherwise specified herein or other applicable contractual terms, all references to "Subscription Service(s)" will be deemed to include any and all Optional Subscription Services.

1.9 "**Software**" means any software (including client software for Authorized Users' devices) that Accela makes available for download or otherwise provides for use with the Subscription Service.

1.10 "**Specifications**" means the online specifications for the Subscription Service, as made available by Accela at <https://accela.box.com/SoftwareSpecs> (which URL location and content may be updated from time to time by Accela).

1.11 "**Subscription Period(s)**" means the duration of Customers and Authorized User's active, paid access to the Subscription Service, as designated in the Order Form(s).

1.12 "**Supported Modification**" means a configuration of or modification to the Subscription Service requested by Customer that can be consistently supported by Accela, does not require direct database changes and is capable of being tested and maintained by Accela.

## 2. USAGE AND ACCESS RIGHTS

2.1. Right to Access. Accela hereby grants to Customer a limited, non-exclusive, non-transferrable right to (a) access and use the Services and (b) implement, configure and permit its Authorized Users to access and use the Services during the Subscription Period, solely for its and its affiliates' internal business purposes, and in accordance with the Specifications. Customer may purchase the Services by submitting Order Forms. No Order Form will be deemed accepted by Accela unless and until Accela accepts such Order Form in writing. Upon Order Form acceptance and subject to Customer's payment of the corresponding Services fees, Accela will make the Services available to Customer. Any terms and conditions contained in any quote, invoice, purchase Order Form or Order Form that are inconsistent with the terms and conditions of this Agreement will be deemed stricken, unless expressly agreed to in writing by Accela with explicit reference to the accepted terms and conditions. Upon acceptance of an Order Form, it will become part of this Agreement. Customer will ensure that all its Authorized Users using the Subscription Services under its Account comply with all of Customer's obligations under this Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer.

2.2. Restrictions on Use. Customer shall not, and shall not permit others to, do the following with respect to the Subscription Services:

- 2.2.1. make the Subscription Service available to anyone other than Authorized Users;
- 2.2.2. use the Subscription Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer's authorized use or usage metrics as set forth in this Agreement, including the applicable Order Form;
- 2.2.3. license, sub-license, sell re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided in this Agreement or the express permission of Accela;
- 2.2.4. use the Subscription Service in a way that (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;



- 2.2.5. access or use the Subscription Services for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Subscription Services or allow access by a direct competitor of Subscription Services;
- 2.2.6. obtain intellectual property rights to the use of any component of the Subscription Services (inclusive of APIs);
- 2.2.7. Create derivative works based on the Subscription Service;
- 2.2.8. reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services or technologies, other than copying or framing on Customer's own intranets or otherwise for Customer's internal business purposes in accordance with Accela's applicable documentation;
- 2.2.9. interfere with or disrupt the integrity, operation, or performance of the Subscription Services or interfere with the use or enjoyment of it by others by, among other things, using it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs or circumvent or disclose the user authentication or security of the Subscription Services or any host, network, or account related thereto or use any aspect of the Subscription Service components other than those specifically identified in an Order Form, even if technically possible. Accela assumes no responsibility for any fraudulent or unauthorized use of the Software or any portion of the Subscription Services.
- 2.2.10. Use or allow the use of, the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3)

2.3 Data Usage and Storage. The Subscription Service is provided with a limit of two point five tera bites (2.5TB) of data storage for all cloud environments. Additional storage can be purchased from Accela by Customer in blocks of five hundred gigabytes (500GB), with a price of one thousand dollars (\$1,000) per year. If the Subscription Service is nearing its expiration date or is otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's Data Storage Policy can be accessed <https://accela.box.com/v/DataStoragePolicy> (which URL location and content may be updated from time to time by Accela).

2.4 Accela's Responsibilities. Accela will: (i) make the Subscription Services available to Customer pursuant to this Agreement and any applicable Order Forms; (ii) provide to Customer support related to the Subscription Service in accordance with the Accela Support Terms accessible at <https://accela.box.com/SaaSsupportPolicy> (which URL location and content may be updated from time to time by Accela); and (iii) provide the Subscription Service only in accordance with applicable laws and government regulations.

2.5 Customer's Responsibilities. Customer will (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Service; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account, (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Service under its account, and notify Accela promptly of any such unauthorized access or use, and (v) use the Subscription Service only in accordance with the applicable documentation, laws and government regulations, and any written instructions provided by Accela to Customer.

### **3. PAYMENT TERMS.**

3.1. Invoicing and Payment. Accela will invoice Customer in advance for the Subscription Service. Subscription Service fees are due upon invoice and payable within thirty (30) days of the invoice date. Subscription Service fees will be due no later than the first day of each Subscription Period to which the payment relates. If Customer orders additional Authorized User quantities part-way through an existing Subscription Period, and



the initial Subscription Period for the additional quantity is adjusted as described herein, then the Subscription Service fee for such additional quantity will be pro-rated accordingly. Optional Subscription Services will be due at the same time as payment for the corresponding Subscription Service, or (if applicable) as otherwise specified in the applicable Order Form or governing terms. Subscription Service fees will be subject to an automatic annual increase by not more than five percent (5%) of the prior year's Subscription Service fees ("Uplift"). Customer is responsible for keeping Accela accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. Upon execution by Customer and Accela, each Order Form and/or SOW is non-cancellable and non-refundable except as provided in this Agreement.

**3.2. No Requirement for Purchase Order.** Customer acknowledges that a purchase order is not required and is for administrative convenience only, and that Accela has the right to issue an invoice and collect payment without a corresponding purchase order. Provided, however, that if a Customer's procurement procedure requires a purchase order number on a pertinent Order or SOW, the purchase order is required to be provided to Accela. If the Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order or SOW, and Accela hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer.

**3.3. Suspension of Service and Acceleration.** If any amount owing by Customer under this Agreement for any of the Subscription Services is thirty (30) or more days overdue, Accela may, without limiting Accela's other rights and remedies, accelerate Customer's unpaid fee obligations under this Agreement (including any Order Form or SOW) so that all such obligations become immediately due and payable and suspend any use of the Subscription Service until such amounts are paid in full. Moreover, if any amount owing by Customer under this Agreement for any Subscription Services is ninety (90) days delinquent, Accela may, in its sole discretion, temporarily cease providing Customer Subscription Services and/or any pertinent support until past due amounts are paid in full.

**3.4. Taxes.** Subscription Service fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes. If Accela has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Accela with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, Accela is solely responsible for taxes assessable against it based on Accela's income, property and employees.

#### **4. CONFIDENTIALITY**

**4.1. Definition.** As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

**4.2. Protection.** Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement (including Accela's Privacy Policy, accessible at <https://accela.box.com/v/PrivacyPolicyv1>, which URL and its content may be updated from time to time by Accela), (i) the Receiving Party will use the

same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are legally bound to protect such Confidential Information consistent with this Agreement.

4.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.

## 5. OWNERSHIP

5.1. Subscription Services. Subject to the limited rights expressly granted hereunder, Accela reserves all rights, title and interest in and to the Subscription Service, derivative works thereof, and any associated Software and documentation, including all related Intellectual Property Rights.

5.2. Customer Data. Customer reserves all its rights, title and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except that Accela may (i) store, copy, process, and transmit such Customer Data for purposes of providing the Subscription Service to Customer and (ii) otherwise utilize Customer Data if and as permitted by the Accela Privacy Policy.

5.3. Feedback. Customer grants Accela a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Subscription Service (or Accela's other software or services) any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Service.

## 6. WARRANTIES AND DISCLAIMERS

6.1. Specifications. Subject to the limitations set forth below, Accela warrants that, during the Subscription Period, the Subscription Service will operate in all material respects in accordance with the Specifications. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to modify the Subscription Service so that it conforms to foregoing warranty.

6.2. Subscription Service Level Commitment. During the Subscription Period, Accela further warrants that the Subscription Service will meet the performance level specified in Exhibit A below. The Subscription Service Level Commitment sets forth Customer's sole and exclusive remedy for Accela's failure to achieve the stated Subscription Service performance level.

6.3. Mutual Warranties. Each party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of the Agreement; and (b) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of this Agreement.

6.4. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND ACCELA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR

USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Accela will not be responsible to the extent failure of the Subscription Service to operate as warranted is caused by or results from: (i) any modification to the Subscription Service other than a Supported Modification; (ii) combination, operation or use of the Subscription Service with Customer's or a third party's applications, software or systems; (iii) abuse, willful misconduct or negligence by anyone other than Accela or Accela's designee; (iv) use of the Subscription Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and Accela documentation or (v) any of the SLC Exclusions (as defined in the Subscription Service Level Commitment)

6.5. Marijuana-Related Business. Accela is considered a software service provider to its customers and not a marijuana-related business or agent thereof. In addition to the foregoing, Accela only retains Subscription Service fees in accordance with Section 4 (Payment Terms) of this Agreement from its Customer, a state or local government agency, and does not retain these fees from any type of end user, including applicants.

- 6.5.1. It is the sole responsibility of the Customer or end user to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Service.
- 6.5.2. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third-party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.
- 6.5.3. Customer expressly acknowledges and assumes full responsibility for cooperating with the laws of the state or country of its residency.

## **7. MUTUAL INDEMNIFICATION**

7.1. Indemnification by Customer. Customer will defend (or settle), indemnify and hold harmless Accela, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim that: (i) a third party has suffered injury, damage or loss resulting from Customer's or any Authorized User's use of the Subscription Service (other than any claim for which Accela is responsible under Section 8.2) in violation of this Agreement, applicable law, or the Specifications or (ii) the nature and content of all Customer Data processed by Subscription Services.

7.2. Indemnification by Accela. Accela will defend (or at Accela's option, settle) any third-party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Service, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third-party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer. Accela will have no liability under this Section 8.2 to the extent that any third-party claims described herein are based on (i) any combination of the Subscription Service with products, services, methods, or other elements not furnished by Accela; (ii) any use of the Subscription Service in a manner that violates this Agreement or the instructions given to Customer by Accela; (iii) Customer's failure to incorporate updates or upgrades that would have avoided the alleged infringement; (iv) Customer's breach of this Agreement; and/or Customer's revisions of Subscription Services made without Accela's written consent. THIS SECTION 8.2 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SERVICE.

7.3. Indemnification Requirements. In connection with any claim for indemnification under this Section 8, the indemnified party must: (a) provide the indemnifying party prompt written notice of such claim; (b) reasonably

cooperate with the indemnifying party, at indemnified party's expense, in defense and settlement of such claim; and (c) give sole authority to the indemnifying party to defend or settle such claim.

**7.4. Mitigation Measures.** In the event that (i) any claim or potential claim covered by Section 8.2 arises or (ii) Accela's right to provide the Subscription Service is enjoined or in Accela's reasonable opinion is likely to be enjoined, Accela may, in its discretion, seek to mitigate the impact of such claim or injunction by obtaining the right to continue providing the Subscription Service, by replacing or modifying the Subscription Service to make it non-infringing, and/or by suspending or terminating Customer's use of the Subscription Service with reasonable notice to Customer. In the case of a suspension or termination pursuant to this Section 8.4, Accela will refund to Customer a portion of fees prepaid by Customer for the then-current Subscription period, prorated to the portion of that Subscription period that is affected by the suspension or termination).

**8. LIMITATIONS OF LIABILITY.** EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 2.2 (RESTRICTIONS) OR (ii) EITHER PARTY'S BREACH OF ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT.

**Exclusion of Damages.** EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 2.2 (RESTRICTIONS) OR (ii) EITHER PARTY'S BREACH OF ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, (CONFIDENTIALITY), IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS AGREEMENT EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

**8.1. Security and Other Risks.** Customer acknowledges that, notwithstanding security features of the Subscription Service, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 7, Accela will have no liability for any security breach caused by any such persons, entities, or technologies. Customer further acknowledges that the Subscription Service is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Service in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

## **9. SECURITY AND PERSONAL DATA**

**9.1. Security.** Accela has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Accela holds SSAE 16 /18 SOC 2, and PCI-DSS certifications and

leverages certified service providers who are vetted against industry standards such as ISO 27001 and SSAE 16 / 18 SOC 2 in the provision of the service.

9.2. Customer Data. Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer is responsible for updating all Customer Data. In addition, Customer acknowledges that Accela generally does not have access to and cannot retrieve lost Customer Data. If Customer loses Customer Data, Customer may no longer have access to the Subscription Service. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.2 (Restrictions) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's personal data or Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

9.3. Use of Aggregate Data. Customer agrees that Accela may collect, use, and disclose quantitative data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users, or any third parties utilizing the Subscription Services.

## 10. THIRD PARTY SERVICES

Customer may choose to obtain products or services that are provided or supported by third parties ("Third Party Services") for use with the Subscription Services. Third-Party Services are provided pursuant to the terms of the applicable third-party license or separate agreement between the licensor or provider of the Third-Party Services and Customer, and Accela assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Third-Party Service. Further, Accela will not be responsible to the extent failure of the Subscription Service to operate as warranted is caused by or results from: (i) any modification to the Subscription Service other than a Supported Modification; (ii) combination, operation or use of the Subscription Service with Customer's or Third-Party Services; (iii) abuse, willful misconduct or negligence by anyone other than Accela or Accela's designee; (iv) use of the Subscription Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and Accela documentation or (v) any of the exclusions indicated in Exhibit A.

## 11. SUBSCRIPTION PERIOD AND TERMINATION

11.1. Term of Authorized User Subscriptions. Authorized User Subscriptions purchased by Customer commence on the start date specified in the applicable Order Form and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein (the "**Subscription Period**"). A Subscription Period and/or pricing thereon may be subject to prorating where Accela deems it appropriate to cause newly purchased Subscriptions to expire or renew simultaneously with Customer's pre-existing Subscription(s). Except as otherwise specified in the applicable Order Form, all Subscriptions will automatically renew for additional Subscription Periods equal to the expiring Subscription Period or one year (whichever is shorter), unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period. The per-unit pricing during any such renewal Subscription Period may be subject to annual pricing increase as designated by Accela and notified to Customer. Pricing increases will be effective upon renewal of the Subscription Period and annually thereafter, unless otherwise agreed to by the

parties. If either party provides notice of non-renewal as set forth above, Customer's right to use the Subscription Service will terminate at the end of the relevant Subscription Period.

**11.2. Termination or Suspension for Cause.** A party may terminate any Subscription Service for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. In addition, Accela may, at its sole option, suspend or terminate Customer's or any Authorized User's access to the Subscription Service, or any portion thereof, immediately if Accela, in its sole discretion: (i) if suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data (ii) suspects that Customer or an Authorized User is using the Subscription Service in a way that violates this Agreement and could expose Accela or any other entity to harm or legal liability, or (iii) is or reasonably believes it is required to do so by law or court order.

**11.3. Effect of Termination.** If this Agreement expires or is terminated for any reason: (i) Within thirty (30) calendar days following the end of Customer's final Subscription Period, Customer may request in writing Accela to provide a copy of Customer's data and associated documents in a database dump file format. Accela will comply in a timely manner with such request; provided that, Customer (a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; (b) pays any and all unpaid amounts due to Accela; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except any such services that are expressly to be provided following the expiration or termination of this Agreement; and the sections set forth in Section 11.4 of this Agreement.

**11.4. Survival.** Sections 5 (Confidentiality), 6 (Ownership and Proprietary Rights), 7.4 (Disclaimer), 8 (Mutual Indemnification), 9 (Limitation of Liability), 11.3 (Effect of Termination), 11.4 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

## **12. GENERAL**

**12.1. Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Service (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 12.1).

**12.2. Governing Law and Jurisdiction.** This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the Subscription Service or this Agreement will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

**12.3. Compliance with Laws.** Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Customer will not permit Authorized Users to access or use the Subscription Service in violation of any U.S. export embargo, prohibition or restriction. Further, in connections with the services performed under this Agreement and Customer's use of the Subscription Services, the Parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.



12.4. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties.

12.5. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

12.7. Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Accela. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8. Publicity. Subject to the provisions of Section 5, each party will have the right to publicly announce the existence of the business relationship between parties. In addition, during the Subscription Period of Customer's Subscription Service use, Accela may use Customer's name, trademarks, and logos (collectively, "Customer's Marks") on Accela's website and marketing materials to identify Customer as Accela's customer, and for providing the Subscription Service to Customer; provided that, Accela will use commercially reasonable efforts to adhere to any usage guidelines furnished by Customer with respect to Customer's Marks.

12.9. Force Majeure. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela.

12.10. Entire Agreement. This Agreement, including any attachments hereto as mutually agreed upon by the Parties, constitute the entire agreement between the Parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in Customer's order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null.

IN WITNESS WHEREOF, the parties hereto have executed this MSA as of the dates listed below.

ACCELA  
By: Bradford Leahy  
(Signature)  
Bradford Leahy  
(Print Name)  
Its: VP, Revenue Operations  
(Title)  
Dated: August 26, 2019  
(Month, Day, Year)

CUSTOMER  
By: \_\_\_\_\_  
(Signature) Bill Emlen  
(Print Name)  
Its: Director of Resource Management  
(Title)  
Dated: \_\_\_\_\_  
(Month, Day, Year)

APPROVED AS TO FORM  
Office of County Counsel

By: Benedict C... Form Approved by Legal (v09052018)  
Date: 9/13/19

**EXHIBIT A**  
**AVAILABILITY AND SECURITY**

**Service Availability:**

Accela will use commercially reasonable efforts to (a) provide bandwidth sufficient for Customer's use of the Subscription Services provided hereunder and in an applicable Order Form and (b) operate and manage the Subscription Services with a ninety-nine and one-half percent (99.5%) uptime goal (the "Availability SLA"), excluding situations identified as "Excluded" below.

"Excluded" means any outage that results from any of the following:

- a. Any maintenance performed by Accela during Accela's standard maintenance windows. Accela will notify Customer within forty-eight (48) hours of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Maintenance").
- b. Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:
  1. Customer's use of any programs not supplied by Accela;
  2. Customer's failure to provide Accela with reasonable advance prior notice of any pending unusual large deployments of new nodes (i.e., adding over ten (10) percent total nodes in less than twenty-four (24) hours);
  3. Customer's implementation of any significant configuration changes, including changes that lead to a greater than thirty percent (30%) change in a one week period or greater than fifty percent (50%) change in a one month period in the number of key objects in the system including but not limited to metrics, snapshots, nodes, events and business transactions; and
  4. Any mis-configuration by Customer (as determined in Accela's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Subscription Services.
  5. Force majeure or other circumstances beyond Accela's reasonable control that could not be avoided by its exercise of due care.
- d. Failures of the Internet backbone itself and the network by which Customer connects to the Internet backbone or any other network unavailability.
- e. Any window of time when Customer agrees that Subscription Services availability/unavailability will not be monitored or counted.
- f. Any problems resulting from Customer combining or merging the Subscription Services with any hardware or software not supplied by Accela or not identified by Accela in the Specifications as being compatible with the Subscription Services.
- g. Interruptions or delays in providing the Subscription Services resulting from telecommunication or Internet service provider failures.



h. Customer's or any third party's use of the Subscription Services in an unauthorized or unlawful manner.

#### Remedies for Excessive Downtime:

In the event the Availability of the Subscription Services falls below the Availability SLA in a given calendar month, Accela will pay Customer a service credit ("Service Credit") equal to the percentage of the fees set forth in the table below corresponding to the actual Availability of the Subscription Services during the applicable calendar month. Such Service Credit will be issued as a credit against any fees owed by Customer for the next calendar month of the Subscription Period or, if Customer does not owe any additional fees, then Accela will pay Customer the amount of the applicable Service Credit within thirty (30) days after the end of the calendar month in which such credit accrued. Such Service Credit will be in addition to any other remedies available to Customer at law, in equity or under this Agreement.

System availability is measured by the following formula:  $x = (n - y) * 100 / n$

#### Notes:

- (1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month.  
(2) Specifically excluded from "n" and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

Service Availability	Percentage of Monthly Service Fees Credited
>99.5%	0%
95.0% - < 99.5%	5% (max of \$280)
90.0% - < 95.0%	10% (max of \$560)
80.0% - < 90.0%	20% (max \$840)
70.0% - < 80.0%	30% (max of \$1,120)
60.0% - < 70.0%	40% (max of \$1,400)
< 50%	50% (max of \$2,800)

#### Customer Account Login:

For Accela user interface access, Accela uses TLS 1.2 with AES 256 bit or similar encryption for protection of data in transit, which is supported by most modern browsers. Accela will also restrict applicable administrative user interface access to Customer corporate networks for additional security on written request by Customer.

#### Hosting:

Accela's SaaS platform (servers, infrastructure and storage) for the Subscription Services is and will remain hosted in one of the largest Tier III data centers in North America, specifically designed and constructed to deliver world-class physical security, power availability, infrastructure flexibility and growth capacity. Accela's data center provider is and will remain SSAE 16/ 18 SOC2 compliant, meaning it has been fully independently audited to verify the validity and functionality of its control activities and processes. Every Server for the Services is and will remain operated in a fully redundant fail-over pair to ensure high availability. Data is and will remain backed up nightly, stored redundantly and will be restored rapidly in case of failure. Accela also provides an off-site backup service, which is available at an additional cost. Security Patching and updates are actively evaluated by engineers and will be deployed based upon the security risks

and stability benefits they offer to Acela's SaaS platform and Customers. Accela will attempt to provide customers reasonable prior notice to security changes, updates and patches, unless the delay will lead to a significant risk of impact to customer data.

## Exhibit B



2633 Camino Ramon, Suite 500  
San Ramon, CA 94583

Proposed by: Adam King  
Contact Phone: (925) 359-3561  
Contact Email: [aking@accela.com](mailto:aking@accela.com)  
Quote ID: Q-14144  
Valid Through: 9/10/2019  
Currency: USD

## ORDER FORM

### Address Information

Bill To:  
Solano County, CA  
675 Texas St Suite 5500  
Fairfield, California, 94533-6341  
United States

Ship To:  
Solano County, CA  
675 Texas St Suite 5500  
Fairfield, California, 94533-6341  
United States

Billing Contact: Terry Schmidtbauer  
Billing Phone: (707) 784-3157  
Billing Email Address:  
[RM-accounting@solanocounty.com](mailto:RM-accounting@solanocounty.com)

### Services

Services Year1	Start Date	End Date	Term (Mths)	Unit Price	Quantity	Total Price
Accela Environmental Health	09/12/2019	09/11/2020	12	\$2,400.00	45.00	\$108,000.00
					Total	\$108,000.00

Services Year 2	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Accela Environmental Health	09/12/2020	09/11/2021	12	\$2,520.00	45.00	\$113,400.00
					Total	\$113,400.00

Services Year 3	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Accela Environmental Health	09/12/2021	09/11/2022	12	\$2,646.00	45.00	\$119,070.00
					Total	\$119,070.00

Services Year 4	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Accela Environmental Health	09/12/2022	09/11/2023	12.00	\$2,778.30	45.00	\$125,023.50
					Total	\$125,023.50

Order Detail	
General Information	
Customer Name:	Solano County
Customer Contact	Bill Emlen, Director of Resource Management
Customer Address	675 Texas Street, Suite 5500, Fairfield CA 94553
Governing Agreement(s)	The attached Agreement, as of the date of last signature.
Term	9/12/2019-9/11/2023
Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: Software Licenses & Subscriptions start on the date of delivery by Accela.
Order Duration	Unless otherwise specified in the Special Order Terms: - Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase
Special Order Terms	In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.
Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total \$ above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable <b>net 30 days</b> .
Special Payment Terms	None unless otherwise specified in this section.
Purchase Order Reference (Optional)	
<p>If Customer requires PO number on invoices, it <b>must</b> be provided to the right and Customer <b>must</b> provide Accela copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.</p>	
PO# (If required):	

## Annual Pricing Summary

Fees	Total Price
Year 1	\$108,000.00
Year 2	\$113,400.00
Year 3	\$119,070.00
Year 4	\$125,023.50
Total	\$465,493.50

## Additional Terms

1. No additional or conflicting terms or conditions stated in Customer's order documentation, including purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null.
2. This Order Form is governed by the applicable Accela terms found at <https://accela.box.com/v/AccelaTerms>, unless Customer has an effective master agreement executed by Accela for such services as referenced in this Order Form, in which case such master agreement will govern.
3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
4. If this Order Form is executed and/or returned to Accela by Customer after the Order State Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.

### ACCELA

By:

(Signature)

Bradford Leahy

(Print Name)

Its:

VP, Revenue Operations

(Title)

Dated:

August 26, 2019

(Month, Day, Year)

### CUSTOMER

By:

(Signature)

Bill Emlen

(Print Name)

Its: Director of Resource Management

(Title)

Dated:

(Month, Day, Year)

APPROVED AS TO FORM  
Office of County Counsel

By:

Date:

9/13/19



County of Solano  
Standard Contract

For County Use Only  
CONTRACT NUMBER:  
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

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

SEP Technology Consulting, LLC.

CONTRACTOR'S NAME

BUSINESS FORM

2. The Term of this Contract is: September 24, 2019 – June 30, 2020

3. The maximum amount of this Contract is:

\$238,820


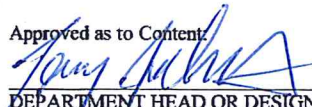
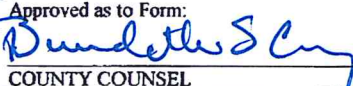
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on September 24, 2019.

CONTRACTOR	COUNTY OF SOLANO
SEP Technology Consulting, LLC.	Bill Emlen
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
	Director of Resource Management
SIGNATURE	TITLE
KEYUR MAJUMDAR, MANAGING PARTNER	675 Texas Street, Suite 5500
PRINTED NAME AND TITLE	ADDRESS
85 Broad Street, 17 <sup>th</sup> floor	Fairfield CA 94533
ADDRESS	CITY STATE ZIP CODE
New York New York 10004	Approved as to Content:
CITY STATE ZIP CODE	
	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	
	COUNTY COUNSEL

Rev. 3/11/19

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

**EXHIBIT A**  
**SCOPE OF WORK**

**CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**

Provide the services, work, responsibilities and deliverables assigned to the Contractor as described in the September 10, 2019, Version 2.0, Statement of Work, Solano County, California, Implementation of Environmental Health Civic Application (SOW), which is included as Attachment A and incorporated by reference.

**COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:**

Expectations and responsibilities assigned to the County as described in the SOW.

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# Statement of Work

## Solano County, California Implementation of Environmental Health Civic Application

September 10, 2019  
Version 2.0

SEP Technology Consulting, LLC.  
85 Broad St., 17<sup>th</sup> floor  
New York, NY 10004  
Phone: 212-634-9221  
Fax: 646-569-9100



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## Document Control

Date	Author	Version	Change Reference
August 18, 2019	Richard Ladd	1.0	Statement of Work
September 10, 2019	Richard Ladd	2.0	Revised Statement of Work

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## Overview

Congratulations on your selection of Accela, Inc., and their enterprise suite of industry leading software. This proposed implementation by SEP Technology Consulting (“SEPTech”) of the Accela products is designed specifically to meet the requirements and budget defined by Solano County, CA (“Agency”). SEPTech is proposing to utilize the Accela Environmental Health Civic Application Configuration Implementation Methodology, to promote a successful project that will meet the Agency’s objectives. The following Statement of Work will detail how SEPTech will implement the software, including the major milestones and deliverables that will ensure your success.

SEPTech is committed to providing a superior solution and deployment of the Civic Platform, for the current and future needs of Agency. SEPTech will work with Agency staff to maximize the impact of Accela’s portfolio of software, best practices, and customer experience to enable the Agency to successfully deploy the Civic Platform software in the Civic Cloud and meet its functionality, timing and cost requirements.

This Statement of Work (“SOW”) sets forth a scope and definition of the consulting/professional services, work and/or project (collectively, the “Services”) to be provided by SEPTech to Agency.

## Services Description

### PURPOSE

The purpose of this document is to detail the specific activities, deliverables, roles and responsibilities, and acceptance criteria that comprise the implementation of the Civic Platform for the Agency, specifically Citizen Access and Civic Platform. Agency wishes to implement the Accela Civic Platform to manage their Environmental Health programs. SEPTech will provide professional services for implementation of the scope and products detailed in the Work Description section detailed henceforth.

## PROJECT TIMELINE

The term of this project is 26 – 42 weeks.

	Deliverable
Initiation	Project Kick-off
	Accela Civic Platform Setup – (Accela Cloud)
Solution Foundation	Business/Gap Analysis for the configuration of the below Health Programs: <ul style="list-style-type: none"> <li>▪ Body Art</li> <li>▪ Drinking Water (State Small)</li> <li>▪ Retail Food</li> <li>▪ CUPA / Hazmat (hazardous materials, hazardous waste) also to include UST,AST,CalARP (P1-P3) and Program 4- Refinery inspections</li> <li>▪ Institutions (Jails)</li> <li>▪ Land (Septic (O&amp;M, Pumpers), Water Well)</li> <li>▪ Recreational (pools, spas, water parks, water bodies)</li> <li>▪ Housing (apartments, hotels/motels, shelters; housing complaints)</li> <li>▪ Biosolids</li> <li>▪ Childhood Lead Poisoning Prevention</li> <li>▪ Mud disposal (solid waste)</li> <li>▪ Injection wells</li> <li>▪ Montezuma Wetland</li> <li>▪ Fairfield-Suisun Water District Contract for Storm Water</li> <li>▪ Waste Tire Enforcement Program</li> <li>▪ Confined Animal Feeding</li> </ul>
	Accela Citizen Access Standard Setup
Build	Business Rules Automation: The Accela Environmental Health Civic Application contain configuration automation and scripts limiting the need for custom business rules automation. As needed SEPTech will provide additional functionality for basic validation and automation scripts surrounding workflow and inspection for total of up to 10 additional scripts.
	Accela Standard Address Property Owner (APO) Load
	Accela basic GIS Set up
	Reports: Total of 10 custom reports. Additional custom reports can be added at 16 - 48 hours per report.
	Accela Mobile Office Set-up
	Interfaces <ul style="list-style-type: none"> <li>• Online payments utilizing one of the standard Accela approved payment processors.</li> <li>• Basic GIS integration</li> <li>• CERS integration</li> </ul>
Readiness	Data Migration / Conversion: Data conversion from SWEEPS system. Agency to provide the data in the specified data format provided by SEPTech.
	Training (See Training Section for details)
Deploy	User Configuration Review (UAT): Max of 3 Rounds of 5 day UAT.
Production Support	Go Live Support: 5 days (Onsite)
	3 weeks (15 business days) of remote post go-live production support

It is expected that the Agency will provide some Level of Effort (LOE) in the implementation of the Accela Civic Platform in order to control costs and reduce the delivery timeframe. The LOE provided by Agency is defined in the Assumptions below.

Any delays (e.g. change in staff availability and or engagement, change in requirements, missed deadlines) in the Project Timeline which by mutual agreement were created by the Agency will result in an increase in the duration of the project and will require a Change Order for the additional costs associated with the delay, including but not limited to additional hours for project management, deliverable development and review.

Upon execution of this SOW, the parties will confirm the proposed start date for Services to be rendered. Upon initiation of these Services, the assigned resources will work with the Agency to collaboratively define a high level, baseline project schedule. SEPTech will use the baseline project schedule to plan and schedule resource availability to complete the defined scope.

Given the fact that project schedules are working documents that change over the course of the project, SEPTech will work closely with Agency to update, monitor, agree, and communicate any modifications. Changes to the baseline project schedule may result in a change in resource availability.

## PROJECT SCOPE

The following Agency departments comprise the organizational scope of the project:

- Environmental Health

The following Accela products are in scope for this project:

- Environmental Health module
- Accela Mobile
- Accela Citizen Access
- Accela GIS

The basis for the Agency configuration will be the Accela Environmental Health Civic Solution configuration (as completed as of the signing of this SOW), with only minor changes. Key areas of difference will be:

- It is anticipated that The Agency will not implement all Environmental Health Civic Application record types at this time.
- The Agency branding in Accela Citizen Access and on Reports/Forms/Letters. Not all Environmental Health Civic Application reports will be implemented.
- Interfaces
- HACCP Plan Review

## CRITICAL SUCCESS FACTORS

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored and managed by the stakeholders. These factors are critical in setting expectations between the Agency and SEPTech, identifying and monitoring project risks, and promoting strong project communication.

- **Knowledge Transfer** – It is critical that Agency personnel participate in the deployment of the Accela Civic Platform in order for SEPTech to transfer knowledge to the Agency. Once Post Production assistance tasks are completed by SEPTech, the Agency assumes all day-to-day operations of the system outside of the software support and maintenance provided by Accela. Generally, Accela's software support and maintenance does not cover any manipulation of implemented custom configurations,

scripts, reports, interfaces and adaptors. Please familiarize yourself with Accela's Support and Maintenance Terms and Conditions for more information on post-implementation support.

- **Dedicated Agency Participation** – We fully understand that Agency staff members have daily responsibilities that will compete with the amount of time that can be dedicated to the implementation project. However, it is critical that the Agency acknowledges that its staff must be actively involved throughout the entire duration of Services as defined in the Project Plan. SEPTech will communicate insufficient participation of Agency resources to the project sponsor with real and potential impacts to the project timeline and costs.
- **Delivery of Needed Information and Documentation** – In order to ensure success and meet the timelines and costs described, it will be essential that the Agency provide required documentation and information as requested by the delivery staff in timely manner. The expected information required is described in detail in each of the delivery sections. Failure to provide the required information in a timely, accurate and complete manner can result in an extension of the project timeline and/or an increase in the scope/cost of the proposed solution.
- **Implementation Methodology** – We offer a successful, proven, implementation methodology which is crucial to the project success. Accela's Civic Platform and customer base is a niche market and as such our implementation methodology may differ from other consulting firms and software packages. It is imperative to project success that the Agency is willing to adhere/adopt to the Methodology and tasks described in this Statement of Work.

## PROJECT ASSUMPTIONS

### General Project Assumptions

- Scope is based on information provided to date as included in this SOW.
- Agency and SEPTech will review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Changes or additions to scope or responsibilities, requested by the Agency may require a Change Order to reimburse SEPTech for the additional costs associated with the change.
- Deliverables not specifically described in this document are the not the responsibility of SEPTech and cannot be included in the project schedule without the approval of the SEPTech project manager. If additional deliverables or tasks are added and approved, these changes may trigger a change order and associated increase in costs.
- Project Schedule assumes timely completion of tasks assigned to Agency and timely Agency response to SEPTech questions and requests for information, availability of key Agency resources, and collaboration and availability of any third-party vendor resources. Late (expected delivery dates are as implied by the mutually agreed project plan) Agency deliverables may adversely impact overall implementation timeline.
- With the exception of onsite visits identified in this SOW or as identified in subsequent applicable change orders, all work conducted by SEPTech will be performed remotely. Agency is responsible to provision and support required access and any required hardware.
- SEPTech will implement the known Solution Foundation that exist, at the time of the contract signing, in the current Accela Environmental Health Civic Application. Should a new version become available during the project implementation, the Agency can request the enhanced features, but it may require a Change Order to reimburse SEPTech for the additional costs associated with such changes.
- Agency will provide technical assistance for access through the Agency network firewall(s) if required to use Accela Automation with Accela GIS or any interfaces implemented by the SEPTech team.

- Agency will provide fee schedules that are complete and current for all departments.
- Agency will maintain primary responsibility for the scheduling of Agency employees and facilities in support of project activities.
- Agency is responsible for proper desktop hardware/software/network preparation in accordance with Accela specifications on a timely basis to facilitate anticipated go-live.
- Agency is responsible to ensure agency participants have adequate hardware/software to successfully participate in online training (i.e. video and audio streaming).
- Agency will commit to the involvement of key resources and subject matter experts for ongoing participation in all project activities as defined in this SOW. The importance of Agency staff participation is imperative to the successful, and timely, implementation of the project deliverables.

### **Record Types**

- Body Art
- Drinking Water (State Small)
- Retail Food
- CUPA / Hazmat (hazardous materials, hazardous waste) also to include UST,AST,CalARP (P1-P3) and Program 4- Refinery inspections
- Institutions (Jails)
- Land (Septic (O&M, Pumpers), Water Well)
- Recreational (pools, spas, water parks, water bodies)
- Housing (apartments, hotels/motels, shelters; housing complaints)
- Biosolids
- Childhood Lead Poisoning Prevention
- Mud disposal (solid waste)
- Injection wells
- Montezuma Wetland
- Fairfield-Suisun Water District Contract for Storm Water
- Waste Tire Enforcement Program
- Confined Animal Feeding

### **Project Management**

- SEPTech will provide the Agency with a Weekly Status Report that outlines the tasks completed during the prior week, the tasks that need to be completed during the upcoming week, the resources needed to complete the tasks, an updated version of the project plan when necessary, and to the extent known any issues that may be placing the project at risk (i.e., issues that may delay the project or jeopardize production dates). Should any tasks slip behind schedule ten (10) business days, SEPTech will escalate with Agency Project Sponsors.
- Where deliverable materials are required, deliverables will be documented in SEPTech based templates using the SEPTech methodology. There is no stated or implied promise that deliverables will be of a specified page length or comply to Agency formatting requirements. Sample templates are available to Agency upon request.
- Agency is responsible for conducting all promotion, communication and training activities for the new system with their Residents, Business Community, Contractors, other Agency departments, and all other Constituents.
- “Go-Live” is defined as the state when Accela software is up and running in production. When the Agency moves to production, i.e. “Goes Live” it is deemed to have accepted the product and shall comply with any payment obligation for “Move to Production”, “Go-Live” and/or “Acceptance”.

There may be post Go-Live issues that are being supported during this time; however, any financial obligations the Agency may have to SEPTech based on “Go-Live”, commence on the date the software is available in production.

- For Deliverable based payment agreements each Deliverable will be deemed accepted based on the Acceptance Criteria for that Deliverable. Upon completion of each Deliverable, SEPTech will provide the Agency with a Deliverable Acceptance Form to formally accept completion of that piece of scope. It is preferable that the Deliverable Acceptance Form be authorized for each Deliverable, however, it is not necessary. Invoicing and related payments will be based on the fulfilling of Acceptance Criteria and completion of the Acceptance Review Period defined for each Deliverable.

### Data Conversion

- **“As-Is” Approach:** Conversion of transactional tables and Address/Parcel/Owner (APO) data, is executed “As-is” into Accela Civic Platform. “As-is” means that the data will be transformed as mapped to existing configuration elements in Accela Civic Platform. The conversion process will not create configuration data, which means if invalid, inaccurate, or incomplete data is provided, it will be loaded into Accela Civic Platform “As-Is”. All data cleanup must occur prior to execution into Accela Civic Platform.
- **Accela Data Conversion Tools:** Data will be mapped and converted utilizing Accela’s conversion tools and methodologies. Accela tools consist of the Accela data mapping tool and the Accela conversion tool.
- **Acceptable Data Formats for Historical Conversion:** It is expected that the Conversion Source Data be provided in a database format that is currently supported by Accela Civic Platform Application product.

### Interfaces

- With the exception of Online Payments and Basic GIS integration, SEPTech assumes no additional interface activities are required for the completion of this Statement of Work.
- CERS interface will be used as available out of the box functionality. No SEPTech effort scoped for this functionality.
  - If customization is required to the CERS integration to meet regulations, the work will be done by the Accela Product team as a product enhancement.

### HACCP Plan Review

- HACCP plan review will not be developed utilizing a graphical representation of the plan steps. These steps will be represented utilizing a table that will be used to list out the plan steps and their attributes in the order in which they are expected to occur.

### Reporting

- In addition to the standard/canned reports available in the Accela Environmental Health Civic Application, SEPTech will develop a total of 10 custom reports. Additional custom reports can be added at 16 - 48 hours/report.
- When requested by the Agency, SEPTech will review and price the development of additional reports based on requirements provided by the agency.

### User Acceptance Testing

- Agency is responsible for all User Acceptance Testing activities.
- Agency is responsible for performing User Acceptance Testing, on a timely basis.



- 
- User testing must be completed within the time frames detailed in the project timeline. Any delays could lead to a change order and a corresponding increase in costs to the Agency.

**Go Live and Go Live Support**

- The definition of “Go Live” is that the Accela software is up and running in the Production environment. If an Agency moves to Production, i.e. “Goes Live” it is deemed to have accepted the product (see “Acceptance” in Services Agreement) and shall comply with any payment obligation for “Move to Production”, “Go-Live” and / or “Acceptance”.

---

## Cost Schedule

SEPTech will perform the Services on an fixed price payment basis (with limits and assumptions as described in this SOW). SEPTech's total price to perform the Services is \$224,420 exclusive of taxes and travel expenses. The price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Should there be changes to the scope, timeline or resources that increases the hours or costs needed to complete the project, a Change Order may be required for project continuation.

Initial payment will be invoiced upon signing of this SOW. For all other deliverables, Invoices will be sent as soon as Deliverable Acceptance Form is signed by the Agency.

For any Time and Materials or limited hours/effort related work, SEPTech will not exceed the total estimate amount without the prior approval of Customer. SEPTech may refuse to work additional hours until an executed Change Order for the additional hours is accepted.

## Payment Deliverables

Payment Deliverable	Phase	Implementation	SOW Cost	
#1: Due upon Contract Signing	Initiation	Project Initiation	\$2,240	6 hours per week (status report, 30 min. status meeting, X sprint planning) for up to 26 weeks. Remainder 61 hours for overflow from sprint zero and implementation week. Accela will stand up the environments per SaaS agreement at no cost basis. Effort for environment shakeout.
		Project Management	\$30,380	
		Installation and Setup (3 Environments): Accela Automation, Citizen Access, AGIS & AMO	\$2,520	
#2	Analysis	Gap Analysis	\$11,200	
		Gap analysis document + Solution Foundation Document (Config Doc from Accela) + Business Rules Automation Solutions (Scripting) Document	\$5,600	
#3	Solutions Foundation	Solution Foundation (Gap updates to base record types)	\$11,200	<p>Solutions Foundation Chages are limited to:</p> <p>* SEPTech will provide up to Forty (40) distinct updates to the existing workflow processes and up to Forty (40) distinct updates to the existing inspections configured in the deployed Best Practice solutions.</p> <p>* The Agency can request up to sixty (60) new fee items configured during the project implementation. We will configure unique fee items using standard fee formulas provided in the Civic Platform, which include flat fees, fees based on a specific range and using fee indicators.</p> <p>* The Agency can request up to one hundred (100) new agency defined data fields configured and associate the data elements to specific record types to ensure information is tracked according to the Agency business processes.</p> <p>* SEPTech will configure up to Six (6) new service record types, not already represented in the Best Practice Documents. SEPTech will use the existing, preconfigured record components (i.e. workflow process, inspection groups, record status result, fee schedule, document status).</p> <p>* SEPTech will provide up to twenty (20) distinct updates to the existing user group permissions configured in the deployed Best Practice Documents</p> <p>* The Agency can request up to ten (10) new user group permissions created, by copying or cloning an existing, defined user group deployed from the Best Practice Solution with up to ten (10) distinct updates per new</p>
		Accela Citizen Access (ACA)	\$11,200	
		#4	Build	
#5	Accela GIS Integration to Agency GIS	\$5,600		Install and configure Accela GIS to link and leverage existing Agency GIS information (must be ESRI, ArcGIS, or Bing Maps), including assistance with establishing the map service to be used in conjunction with Accela GIS. ➤ 2 Proximity Alerts ➤ 2 Dynamic Themes ➤ 2 Attribute Mapping
	XAPO Integration	\$6,300		
	CERS Integration	\$0		Validation of existing CERS integration. Inclusive of issue resolution.
#6	Payment Processor Integration	\$18,900		Integration into custom external payment processor (FIS) utilizing custom adapter developed by Agency for their Accela Land Management self-hosted solution. Limited to 120 hours.
	Accela Mobile Office / Inspector	\$2,240		SEPTech will instruct Agency on setup on one mobile device. Agency will be responsible for the setup of all additional mobile devices.
#7	Data Conversion	\$22,400		SWEEPS Conversion. Limited to: 160 hours. 2 mock runs, 1 final (go-live) run.
#7a: Optional	Optional: Data Conversion of Inspection Data	\$16,800		SWEEPS Inspection Results Conversion. Limited to: 120 hours. 2 mock runs, 1 final (go-live) run.
#9	Custom Integration	\$0		Integration requires/LOE to be discovered/determined
#10		Reports		\$9,800
#11	Readiness	User Acceptance Testing	\$11,200	Maximum of 3 weeks of UAT support (Agency to perform testing). 1 week full time onsite. 2 weeks 1/2 time remote (20 hrs. per week).
#12		Training		
		Civic Platform Core Team		
		All Users (Admin and Daily Users)	\$3,920	• Civic Platform Core Team Training – up to 2.5 days, 15 max attendees.
		Civic Platform Admin Usage	\$3,920	• Civic Platform Admin Usage – up to 2.5 days, 10 max attendees.
		Admin Users		• Accela Citizen Access – up to 1 day, 12 max attendees.
		Citizen Access	\$1,680	• Accela Mobile – 2 sessions up to 4 hours each session, 12 max attendees per session.
		Accela Mobile	\$1,680	• Ad-Hoc Reporting – up to 4 hours, 7 max attendees.
	Ad hoc Reporting	\$1,120	• Train the Trainer – up to 4 days, 7 max attendees.	
	Train the Trainer	\$5,600		
#13	Deploy	Go live Support	\$9,800	1 week of go-live readiness support
		Production Support	\$11,200	2 weeks of remote post go-live production support
			\$224,420	Services Total inclusive of optional services
		Travel Cost	Expenses to be invoiced as incurred.	6 One week Trips: As incurred to cover expenses (Analysis Sessions: 2 FTE x 1 week, UAT Support: 1 FTE x 1 week, Training: 1 FTE x 2 weeks, Go-live Readiness: 1 FTE x 1 week)
		Total Cost	\$224,420	Total SOW Costs

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## Travel Expenses

Expenses for this project would be billed as actuals incurred. The estimated budget for this project would be \$14,400 in addition to the services budget. 6 One-week Trips: As incurred to cover expenses (Analysis Sessions: 2 FTE x 1 week, UAT Support: 1 FTE x 1 week, Training: 1 FTE x 2 weeks, Go-live Readiness: 1 FTE x 1 week)

If needed, additional onsite trips may be discussed and mutually agreed after the project start.

## Additional Services

If additional services are required by Agency, SEP Tech will provide an estimate on the number of hours required to complete a task. If the estimate is found to be acceptable, the timeline will be mutually agreed upon by both SEPTech and The Agency. SEP Tech will bill the Agency for the actual amounts of time spent for the additional services. Time over and above the estimate will receive prior approval from the Agency.

- Reporting Development: \$135/hr.
- Interface Development: \$160/hr.
- Configuration Services: \$135/hr.
- Scripting Services \$140/hr.
- Instructor Led Training: \$140/hr.
- Conversion Services: \$150/hr.

## Projects Put on Hold

It is understood that sometimes Agency priorities are revised requiring the Agency to place the implementation on hold. The Agency must send a formal written request to SEPTech in order to put the project on hold. A project can be on hold for up to 90 days without invoking the termination clause (see Services Agreement). After that time, SEPTech can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.

When a project is put on hold, at minimum, a Change Order will be authorized to keep some of the SEPTech's project manager's time engaged to monitor progress and to resource the project once it comes off hold. Other Change Order items may be needed as a result of the delay. When a project is put on hold, project resources may be re-deployed and SEPTech will need a forty-five (45) calendar day notice to re-staff the project with alternate resources. Additional costs may be incurred to reinitiate the project after any such holds. Resumption of the project will be dependent upon SEPTech's resourcing timelines.

Should the Agency become non-responsive to SEPTech communications for a term of 14 calendar days regarding continuance of the project work, SEPTech may choose to cancel the remainder of the project as defined in this Statement of Work. Any resumption may require a new Statement of Work potentially impacting pricing and scope.

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## Work Description

The following section describes the specific activities and tasks that will be executed to meet the business objectives and business requirements of the Agency. In support of the implementation effort as described above, SEPTech will provide the following detailed implementation services. For each activity a description is provided as well as criteria for acceptance of the deliverable.

### PROJECT INITIATION

Upon Contract signing, SEPTech will work with Accela to validate the proper installation and configuration of the Accela Civic Platform cloud environment.

#### SEPTech Responsibilities:

- Verify that the Civic Platform is operational by using the valid credentials to log into the Agency's Accela environment.
- Configure the Accela Civic Platform to use the standard reports and Ad-Hoc Reporting tool.

#### Agency Responsibilities:

- Provide timely and appropriate responses to requests for information by SEPTech.
- Arrange for the availability of appropriate Agency staff to assist with inquiries and activities related to system installation, setup, testing, and quality assurance throughout the setup process.
- Procure and configure any necessary hardware, non-Accela systems software, and networking infrastructure as specified by SEPTech and Accela.
- As needed, schedule appropriate Agency staff participants and meeting locations for activities.

#### Acceptance Criteria:

- Display of an operating Accela Civic Platform (such that Agency can log into the system and verify that the software was set up).

#### Acceptance Review Period:

- Three (3) business days. If no changes, comments or issues are raised within the Acceptance Review Period, the milestone is considered approved by the Agency.

### SOLUTION FOUNDATION

SEPTech will implement the Accela Environmental Health Civic Application configuration for the Health Programs as listed in this SOW, including applications and renewals, and Complaints and Violations. SEPTech will conduct Business/Gap analysis sessions to identify the Agency specific updates to meet their requirements.

In terms of specific output, the following will be executed for this deliverable:

#### SEPTech Responsibilities:

- Conduct Gap analysis sessions to identify must have regulatory configuration changes to the baseline Environmental Health Civic Application configuration for the record types listed in this SOW.
- Implement the configuration changes to the record types as discovered in the analysis sessions.
- Disable the record types and data fields, based on Agency instructions.

- The Agency can request up to **ten (10)** new user group permissions created, by copying or cloning an existing, defined user group deployed from the Environmental Health Civic Application with up to **ten (10)** distinct updates per new user group permission created, such as add or removal of access for the defined user role.
- SEPTech will setup a maximum of **forty-five (45)** Agency staff users. SEPTech will deliver and discuss the Accela Roles and Functions Matrix document, and the Agency will indicate which user group role each staff is to be assigned.
- SEPTech will provide up to **forty (40)** distinct updates to the existing workflow processes and up to **forty (40)** distinct updates to the existing inspections configured in the Environmental Health Civic Application. Using the Accela Environmental Health Civic Application Datasheets, the Agency will indicate which Workflow Process and/or Inspections to update. Distinct workflow process updates are any changes to the Civic Application workflow including renaming, adding or removing a workflow task or workflow task status result. Distinct inspection group updates are any changes to the Civic Application inspections including renaming, adding or removing inspection types, inspection groups, inspection status results, checklist items or checklist status results. In a similar manner for Workflow Processes, each edit, update or removal of a workflow task, workflow status result, inspection type, inspection status result, checklist item or checklist status result is considered a distinct single action change.
- SEPTech will provide up to **sixty (60)** new fee items configured during the project implementation. SEPTech will configure unique fee items based on the inherent fee formulas in the Civic Platform (documented in the Accela Civic Platform Administration Guide, Part 7, Fee Formulas), which include flat fees, fees based on a specific range and using fee indicators. Examples include fee calculations based on the number of employees for a restaurant or a square footage fee for a building. Advanced fee item setup, such as automating a fee calculation using the advanced script engine logic is an additional cost and SEPTech team can scope the level of effort as a separate deliverable item and may result into a Change Order.
- SEPTech will provide up to **One hundred (100)** new agency defined data fields configured and associate the data elements to specific record types to ensure information is tracked according to the Agency business process. SEPTech will configure each new agency defined data field using one of nine (9) data types: text, date, y/n radio button, number, dropdown list, comment text area, time, money or checkbox.
- SEPTech will configure up to **Six (6)** new service record types, not already represented in the EH Civic Application. SEPTech will use the existing, preconfigured record components (i.e. workflow process, inspection groups, record status result, fee schedule, document status).

#### Agency Responsibilities:

- Agency will communicate to SEPTech which record types and data fields they wish to have disabled from the initial Environmental Health Civic Application load.
- The Agency will test the system for purposes of validating the configuration and to develop their knowledge of the system in order to be prepared to take over its management upon project completion.
- Arrange for the availability of appropriate Agency staff to read through the Accela Environmental Health Civic Application datasheet documents. Agency staff must review the datasheet documents and indicate which record types and data fields the project team will disable/turnoff.
- Agency staff must provide record type and data field feedback based on SEPTech and Agency agreed upon project plan timeline.
- Schedule appropriate Agency staff participants and meeting locations for activities.

#### Acceptance Criteria:

- Agency will have ten (10) business days to conduct initial review of the Solution Foundation. The second and final review will have 5 business days for acceptance. If no changes, comments or issues are raised within the Acceptance Review Period, the milestone is considered approved by the Agency.

## DATA CONVERSION – SWEEPS

Data conversion of historic/legacy data from Agency systems is a critical activity for the success of this project. The SEPTech team is highly experienced in planning for, and executing these activities and will work closely with Agency staff to ensure a successful transition of data. Specifically, the SEPTech team will work with Agency to understand the data sources, how they are used, where their data will be stored in Accela Civic Platform and the quality of that data. Often multiple sources store and manage similar information and decisions need to be made about the authoritative source. It is also common to find that data sources have not had strong controls and the accuracy is questionable or there is missing data. There are techniques and tools that SEPTech may recommend understanding the current state of Agency data so that decisions can be made about data quality and what to convert. Upon completion of the data analysis, mapping of historical/legacy data sources will begin with Accela's mapping tool and conversion iterations performed as outlined in the Project Plan.

For conversions, it is expected and anticipated that the Agency will provide resources knowledgeable with the historical data to assist in the data migration/conversion effort.

Accela will be responsible for the data conversion programs to load data from the staging tables to the Accela Civic Platform database. Please refer to data conversion assumptions for specific assumptions and parameters related to SEPTech's conversion approach.

SEPTech will provide a data mapping template which will assist the Agency in the data mapping of Agency's historical data into Accela Civic Platform. Upon completion of the Historical Data mapping document, SEPTech will execute a program(s) to migrate appropriate historical data into Accela Civic Platform.

In terms of specific output, the following will be executed for this deliverable:

- Historical Data Conversion Mapping Document
- Completion of migrated data into Accela Civic Platform development or test environment.

*Conversion effort is limited to 160 hours and the following conversion assumptions.*

### *Data Conversion Elements:*

- *Active Permitted Facilities*
- *Balance Forward Financial*
- *No Inspection History*
- *Address, Parcel, Owner conversion*

### SEPTech Responsibilities:

- Work with the Agency to define and document historical data elements that are required for the conversion.
- Assist the Agency with questions related to data analysis and mapping process
- Migrate historical data into the Agency's AA test database environment.

- Data conversion will include up to two (2) conversion loads (mocks) for Agency review and one (1) final production conversion.

#### Agency Responsibilities:

- Provide historical data in acceptable formats. (formats to be provided by SEPTech)
- Provide subject matter experts on the data source to aid SEPTech in identifying key components of the historical data
- Data mapping process of the Agency's historical data utilizing the data mapping template provided by SEPTech
- Provide resources to validate the conversion statistics and the quality of the data converted into Accela Civic Platform.
- Assist in the execution of the data conversion program and provide access to environments as needed

#### Acceptance Criteria:

- Historical data has been converted to Accela Civic Platform testing environment according to the Data Conversion Mapping document.

#### Acceptance Review Period:

- Five (5) business days total for each mock conversion

## OPTIONAL DATA CONVERSION – SWEEPS INSPECTION HISTORY

Data conversion of historic/legacy data from Agency systems is a critical activity for the success of this project. The SEPTech team is highly experienced in planning for, and executing these activities and will work closely with Agency staff to ensure a successful transition of data. Specifically, the SEPTech team will work with Agency to understand the data sources, how they are used, where their data will be stored in Accela Civic Platform and the quality of that data. Often multiple sources store and manage similar information and decisions need to be made about the authoritative source. It is also common to find that data sources have not had strong controls and the accuracy is questionable or there is missing data. There are techniques and tools that SEPTech may recommend understanding the current state of Agency data so that decisions can be made about data quality and what to convert. Upon completion of the data analysis, mapping of historical/legacy data sources will begin with Accela's mapping tool and conversion iterations performed as outlined in the Project Plan.

For conversions, it is expected and anticipated that the Agency will provide resources knowledgeable with the historical data to assist in the data migration/conversion effort.

Accela will be responsible for the data conversion programs to load data from the staging tables to the Accela Civic Platform database. Please refer to data conversion assumptions for specific assumptions and parameters related to SEPTech's conversion approach.

SEPTech will provide a data mapping template which will assist the Agency in the data mapping of Agency's historical Inspection data into Accela Civic Platform. Upon completion of the Historical Data mapping document, SEPTech will execute a program(s) to migrate appropriate historical Inspection data into Accela Civic Platform.

In terms of specific output, the following will be executed for this deliverable:

- Historical Data Conversion Mapping Document



- Completion of migrated data into Accela Civic Platform development or test environment.

*Conversion effort is limited to 120 hours and the following conversion assumptions.*

*Data Conversion Elements:*

- *Historical Inspection Data*

SEPTech Responsibilities:

- Work with the Agency to define and document historical inspection data elements that are required for the conversion.
- Assist the Agency with questions related to data analysis and mapping process
- Migrate historical data into the Agency's AA test database environment.
- Data conversion will include up to two (2) conversion loads (mocks) for Agency review and one (1) final production conversion.

Agency Responsibilities:

- Provide historical data in acceptable formats. (formats to be provided by SEPTech)
- Provide subject matter experts on the data source to aid SEPTech in identifying key components of the historical data
- Data mapping process of the Agency's historical inspection data utilizing the data mapping template provided by SEPTech
- Provide resources to validate the conversion statistics and the quality of the data converted into Accela Civic Platform.
- Assist in the execution of the data conversion program and provide access to environments as needed

Acceptance Criteria:

- Historical data has been converted to Accela Civic Platform testing environment according to the Data Conversion Mapping document.

Acceptance Review Period:

Five (5) business days total for each mock conversion

## **CITIZEN ACCESS (ACA) CONFIGURATION AND ONLINE PAYMENTS**

This deliverable includes setup and configuration of the Agency municipal website branding, the online payment processing gateway for the supported payment vendors (Official Payments, PayFlow Pro 4.3 (PayPal) and Virtual Merchant) for Citizen Access, and up to **twenty (20)** distinct updates to the citizen portal pages to make the pages more in line with the Agency processes per the best practice configurations. A distinct update to a citizen portal page includes changes to a Page Flow component, for example:

- Adding attachments to an existing defined Page Flow setup
- Updating the section instructional text with agency language
- Descriptive help instructions for specific agency defined data fields
- Updating the online disclaimer text

Each update to the citizen portals and sections are considered a single action change. Note that the ACA site cannot be shared with the existing self-hosted land management configuration as they will be on separate databases.

As indicated by the Agency, they require the use of their existing implemented payment adapter to FIS for Accela Citizen Access payments. This will require changes to the Agency's network services and configuration changes to the Accela hosted services.

In terms of specific output, the following will be executed for this deliverable:

#### SEPTech Responsibilities:

- Setup Citizen Access branding by loading up to **three (3)** banner files provided by the Agency
- Update the specific Accela ePayment SDK with the Agency provided merchant account attributes and deliver completed Accela ePayment SDK to Accela IT. Currently, the Civic Platform inherently supports Official Payments, PayFlow Pro 4.3 (PayPal) and Virtual Merchants.
- Configure up to **twenty (20)** distinct updates to the citizen portal pages, based on Agency feedback
- Verify the loaded citizen access branding, citizen portal pages and sections updated and payment acceptance in environment, based on Agency feedback.
- Configure ACA for English language only.
- Will only configure online record types identified in the Solution Foundation (Deliverable 2).

#### Agency Responsibilities:

- Provide timely and appropriate responses to SEPTech's requests for information.
- Provide website branding files, which include the top and side banner
- Arrange for the availability of appropriate Agency staff to review the branding on Citizen Access
- Agency staff is responsible to work with a supported payment vendor (Official Payments, PayFlow Pro 4.3 (PayPal) and Virtual Merchant) to collect the necessary information for the payment processing gateway. For example, the staff will need to provide the SEPTech information such as the Product ID, the Payment gateway URLs and other vital information to successfully implement the payment processing gateway.
- Agency staff must provide web branding, a full list of up to 10 distinct updates and supported payment vendor information based on SEPTech and Agency agreed upon project plan timeline.
- Agency staff must review and test all Citizen Access configuration and provide feedback to SEPTech based on the agreed upon project plan timeline
  - Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request
- Schedule appropriate Agency staff participants and meeting locations for activities.

#### Acceptance Criteria:

- Deliverable 5: Access to confirm Citizen Access functionality such as login/logout, the updated citizen portal pages and sections,
- Deliverable 6: Ability to process payments in ACA

#### Acceptance Review Period:

- Three (3) business days. If no changes, comments or issues are raised within the Acceptance Review Period, the milestone is considered approved by the Agency.

## BUSINESS RULES AUTOMATION (SCRIPTING)

During the Business Analysis sessions, SEPTech will identify opportunities to supplement the Accela Civic Application base functionality via Event Manager Script Engine (EMSE) scripts and Expression Builder in order to validate and automate business processes. SEPTech will work with Agency to identify desired functionality, and subsequently will assist with prioritizing the needs in order to determine that will be developed by Accela within the scope of this implementation.

Prior to the development, the Agency will review a design specification document that will be created by the SEPTech. The reviewed document will be used as a basis for determining completion and approval of the deliverable.

In terms of specific output, the following will be executed for this deliverable:

- Specification document for required Automation
- Demonstration of completed Automations in development or test environments per the specifications document(s)

### SEPTech Responsibilities:

- Work with Agency staff to identify potential uses of scripting
- Aid the Agency in prioritizing which scripts will be developed
- Develop a maximum of 10 general automation and 6 batch jobs
- Develop scripts based on the specifications
- Demonstrate functionality of scripts per specifications

### Agency Responsibilities:

- Prioritize desired functionality to determine which scripts SEPTech will develop
- Provide timely and appropriate responses to SEPTech's request for information
- Verify the Script Specification meets the intended business requirement
- Allocate the time for qualified personnel to test the script for acceptance

Examples of business process automation:

Business Process
<b>Send Contact Emails</b> Allows the Agency to send an email to contacts to the Applicant to include certain criteria from case.
<b>Record Fee (Standard Record Automation)</b> Allows fees to be applied. Requires calculation of fees to use out of the box fee formulas.
<b>Condition Management</b> Allows conditions to be added to the record based on custom fields and/or GIS data elements.
<b>Batch Renewal - About to Expire</b> Setup daily batch job that looks for records that need to be set to About to Expire.
<b>Batch Renewal – Notifications</b> Setup of a daily batch job that looks for records that are set to About to Expire and sends notifications for specified periods before the License expires.

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Acceptance Criteria:

- Demonstration of developed scripts to the Agency

## **ACCELA GIS INTEGRATION**

SEPTech will install and configure Accela GIS to link and leverage existing Agency GIS information, including assistance with establishing the map service to be used in conjunction with Accela GIS. The following are the main objectives being pursued through the implementation of the Accela GIS:

- Look up permit information and parcel information from the Permitting system
- View selection, location, and associated GIS information
- Select one or more parcels and add new applications to the permit system
- Auto-populate spatial attributes for a property in forms (including ACA)

During GIS installation, SEPTech's technical staff will work with Agency IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for the Accela GIS test and production environments. Accela technical staff will validate the proper installation and configuration of the Accela GIS environment.

In terms of specific output, the following will be executed for this deliverable:

- Accela GIS installed on Agency server(s)
- 2 Proximity Alerts
- 2 Dynamic Themes
- 2 Attribute Mapping

### SEPTech Responsibilities:

- Install Accela software and perform quality assurance checks on the configuration
- Demonstrate that the Accela GIS applications are operational in the Agency computing environment thus communicating with the Accela Civic Platform system
- Assist the Agency in identifying and developing Proximity Alerts and Dynamic Themes

### Agency Responsibilities:

- Arrange for the availability of appropriate staff for the system installation, setup, testing, and quality assurance throughout the setup process
- If needed, order and procure necessary hardware, non-Accela systems software, and networking infrastructure as specified by SEPTech
- Provide people and physical resources based on the dates outlined in the project schedule
- Prepare the hardware, software, and network in accordance with the specifications provided by SEPTech
- Provide SEPTech with network access for remote installation and testing
- Provide information and data in the formats specified by SEPTech that will be needed for the GIS implementation

### Acceptance Criteria:

- Access to confirm Accela GIS in development (Support) environment.

### Acceptance Review Period:

- Three (3) Business Days. If no changes, comments or issues are raised within the Acceptance Review Period, the milestone is considered approved by the Agency.

## REPORTS

Reports are defined as anything that can be printed from the system, including but not limited to, tabular reports, forms, documents, notices, and letters that the Agency wishes to email or print.

In terms of specific output, the following will be executed for this deliverable:

SEPTech Responsibilities:

- Surcharge Transmittal Report and Annual Single Fee Summary
- In addition to the Surcharge Transmittal Report and Annual Single Fee Summary, SEPTech will modify a maximum of 4 reports (Permit, Inspection, Daily Time and Activity, and Invoice)
  - In addition to the above reports, Environmental Health Civic Application has over 100 reports included out of the box that can be modified by the Agency, or by SEPTech on a Time and Materials cost basis or via fixed price change order. Cost to be determined but expected to be nominal based on limiting changes to the reports' functionality.

Agency Responsibilities:

- Provide existing report examples that can be used as the basis for the development of the listed reports
- Make available the appropriate key users and content experts to participate in the report review

Acceptance Criteria:

- Review and approval of modified reports.

Acceptance Review Period:

- Three (3) business days. If no changes, comments or issues are raised within the Acceptance Review Period, the milestone is considered approved by the Agency.

## CERS INTEGRATION

The California Environmental Reporting System (CERS) is the statewide web-based system that supports the electronic exchange of required Unified Program information among businesses, local governments and the U.S. EPA. Assembly Bill 2286 (Feuer) Opens a New Window, effective January 1, 2009, requires all Unified Program regulated businesses and local regulating Unified Program Agencies (UPAs), to report and submit mandatory Unified Program information electronically, through CERS or a local UPA portal.

In terms of specific output, the following will be executed for this deliverable:

SEPTech Responsibilities:

- Integration will be utilized as designed out of the box in the Accela EH Civic Application. No effort has been planned for this out of the box functionality.

## ACCELA MOBILE OFFICE (AMO) CONFIGURATION

Using Accela Mobile Office, an Agency inspector will be able to perform activities in either wireless or store/forward mode.

In terms of specific output, the following will be executed for this deliverable:

**SEPTech Responsibilities:**

- SEPTech will configure the Accela Mobile Office application for the ability to result inspections in the field.
- SEPTech will perform the configuration tasks required to ensure Accela Mobile Office interfaces with Accela Automation.

**Agency Responsibilities:**

- Provide timely and appropriate responses to SEPTech's requests for information.
- Acquire and configure mobile devices for Windows.

**Acceptance Criteria:**

- Access to confirm Accela Mobile Office has been configured for Inspectors to complete and result Inspections in the Test environment.

**Acceptance Review Period:**

- Five (5) business days. If no changes, comments or issues are raised within the Acceptance Review Period, the milestone is considered approved by the Agency.

## TRAINING

This Deliverable includes the Delivery by SEPTech of :

- Civic Platform Core Team Training – up to 2.5 days, 15 max attendees.
- Civic Platform Admin Usage – up to 3 days, 10 max attendees.
- Accela Citizen Access – up to 1 day, 12 max attendees.
- Accela Mobile –2 sessions up to 4 hours each session, 12 max attendees per session.
- Civic Platform User Experience – up to 2 days, 12 max attendees.
- Ad-Hoc Reporting – up to 4 hours, 7 max attendees.
- Train the Trainer – up to 4 days, 7 max attendees.

Training should be coupled with the Agency delivering supplementary user training to its staff using the core Use Cases documented in each Gap Analysis Document. Accela recommends the Agency adopt the “80/20 rule” for training, focusing the majority of their training on 80% of what the Agency normally does operationally. The recommended supplementary training conducted by the Agency can utilize business experts from each area to train on all aspects of their configuration.

**SEPTech Responsibilities:**

- Coordinate with the Agency to define training schedule and logistics.
- Conduct the training sessions as listed in this SOW.

**Agency Responsibilities:**

- Identify the Agency resources who will receive the training and who have the skills to perform as “trainers”, if required.
- Provide the Accela Success Community website to the staff users who will require the online training content.

- Ensure that users are proficient in using PC's as a prerequisite before accessing the online training content.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course.
- Provide suitable Agency facilities to accommodate various training classes including quiet, private classrooms or conference rooms, laptops or terminals, internet connectivity and sufficient bandwidth. Provide mobile devices for training of mobile capabilities.
- Schedule appropriate Agency staff participants and meeting locations for training activities
- Provide timely and appropriate responses to SEPTech requests for information.

Acceptance Criteria:

- Complete the training sessions as listed in this SOW

## USER ACCEPTANCE TESTING, "UAT"

Agency will conduct the User Acceptance Testing "UAT".

SEPTech will provide consulting and guidance to Agency to assist in the testing and validation of the solution and its readiness to be migrated to production for active use.

SEPTech will assist Agency in transferring the solution and any required data from Support to Production.

SEPTech will provide support, answer questions and address issues discovered during the configuration review. It should be noted that it is critical that the Agency devote ample time and resources to this effort to ensure that the system is operating properly and ready for the move to production. The testing effort will require a significant time investment by the Agency, in a short time duration, and coordination of resources is critical. At this point in the implementation process, the Agency should test individual components of functionality of the solution (i.e., functional and/or unit testing), and also test to ensure that the interrelated parts of the Accela Automation solution are operating properly (i.e., integration testing).

*UAT is limited to 3 weeks of testing* inclusive of resolution of Critical Issues.

If the Agency does not devote adequate time and staffing to this effort in order to completely test the solution, SEPTech may opt to postpone go-live at the Agency's expense. SEPTech will work diligently with Agency to ensure this does not occur and provide several opportunities for the Agency to add additional staff and time to this effort before recommending a postponement or delay.

SEPTech Responsibilities:

- Provide support, oversight, answer questions and address issues discovered during the configuration review.
- Resolve all Critical and High Issues in preparation for Go-Live.

Agency Responsibilities:

- Participate in user acceptance testing as defined and managed by Agency.
- Develop the User Acceptance Test Plan and Test Scripts. SEPTech will provide guidance and suggestions for Best Practices
- Ensure ample test data is entered into the system for testing purposes.
- Test the system



#### Acceptance Criteria:

- Completion of UAT to resolve Critical or High Issues.

#### Defect Severity Definition:

- **Critical:** The defect affects critical functionality. It does not have a workaround. Example: Unsuccessful installation, complete failure of a feature.
- **High:** The defect affects major functionality. It has a workaround but is not obvious and is difficult. Example: A feature is not functional from one module but the task is achievable if 10 complicated indirect steps are followed in another module/s.

#### Acceptance Review Period:

- If no Critical or High defects are raised within the Testing Period, the milestone is considered approved by the Agency.

## GO-LIVE & PRODUCTION SUPPORT

Production date is defined as the official date in which Accela Civic Platform moves from the test environment to production for daily Agency usage. If the project gets delayed for any reason SEPTech will work with the Agency to make a decision on the best Go-Live date.

The initial date will be agreed to by both SEPTech and the Agency at project inception. It may be altered only by change order agreed to by both parties.

#### SEPTech Responsibilities:

- SEPTech will provide on-site resources to support the move to Production effort.
- Go-Live Support is limited to 5 days of on-site support
- With assistance from the Agency, SEPTech will lead the effort to transfer the system configuration and any required configuration data from Support to Production.
- SEPTech will assist the Agency in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production.
- SEPTech will provide 2 weeks of remote post go-live production support

#### Agency Responsibilities:

- Provide technical and functional user support for pre- and post-production planning, execution, and monitoring.
- Development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production.
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency.

#### Acceptance Criteria:

- The definition of “Go Live” is that the Accela software is up and running in the Production environment. If an Agency moves to Production, i.e. “Goes Live” it is deemed to have accepted the product (see “Acceptance” in Services Agreement) and shall comply with any payment obligation for “Move to Production”, “Go-Live” and / or “Acceptance”.



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## Acceptance

Accepted By:

SEP Technology Consulting, LLC

Accepted By:

Solano County, California.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

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Name - Type or Print

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Managing Partner

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**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. COMPENSATION**

Total price of this contract shall not exceed \$238,820, payable as follows:

1. Fixed payment of \$224,420 paid as detailed under Cost Schedule in the SOW (page 12).
2. Reimbursement of up to \$14,400 for actual travel expenses associated with deliverables in the SOW, payable upon submission of a detailed invoice indicating dates and purpose of travel. Mileage reimbursement shall be calculated using current IRS rates.

**2. METHOD OF PAYMENT**

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall, within thirty days of receipt, pay Contractor in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

**2. TIME**

Time is of the essence in all terms and conditions of this Contract.

**3. TIME OF PERFORMANCE**

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

**4. TERMINATION**

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all completed payment deliverables in full, and for incomplete payment deliverables on a Time & Materials basis for the time spent at the contractor's then standard hourly rate for such services to reimburse the contractors for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

**5. SIGNATURE AUTHORITY**

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

## 6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

## 7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance  
Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

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

D. Additional Insurance Coverage

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

- |                             |                    |  |
|-----------------------------|--------------------|--|
| (1) Cyber Liability:        | <b>\$1,000,000</b> | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
| (2) Professional Liability: | <b>\$2,000,000</b> | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.  |

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

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

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

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

- (a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

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

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

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

**H. Waiver of Subrogation**

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

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

**I. Acceptability of Insurers**

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

**J. Verification of Coverage**

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

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

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

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

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

**8. BEST EFFORTS**

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

## **9. DEFAULT**

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

## **10. INDEMNIFICATION**

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

## **11. INDEPENDENT CONTRACTOR**

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this

Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

## **12. RESPONSIBILITIES OF CONTRACTOR**

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

## **13. COMPLIANCE WITH LAW**

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

## **14. CONFIDENTIALITY**

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

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

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

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.



## **15. CONFLICT OF INTEREST**

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

## **16. DRUG FREE WORKPLACE**

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

## **17. HEALTH AND SAFETY STANDARDS**

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

## **18. INSPECTION**

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records to investigate allegations of illegal activity pertaining to this Contract.

## **19. NONDISCRIMINATION**

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

## **20. SUBCONTRACTOR AND ASSIGNMENT**

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or

his or her designee and the County Administrator.

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

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

## **21. UNFORESEEN CIRCUMSTANCES**

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

## **22. OWNERSHIP OF DOCUMENTS**

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

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

## **23. NOTICE**

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

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

## **24. NONRENEWAL**

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

## **25. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

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

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

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

ii. The Contractor shall be released from any obligation to provide further services

pursuant to this Contract that are affected by the termination.

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

## **26. CHANGES AND AMENDMENTS**

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

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

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

## **27. CHOICE OF LAW**

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

## **28. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

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

## **29. WAIVER**

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

## **30. CONFLICTS IN THE CONTRACT DOCUMENTS**

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

## **31. FAITH BASED ORGANIZATIONS**

A. Contractor agrees and acknowledges that County may make funds available for programs

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

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

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

### **32. PRICING**

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

### **33. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES**

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

### **34. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any

circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

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

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

### **35. EXECUTION IN COUNTERPARTS**

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

### **36. LOCAL EMPLOYMENT POLICY**

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

### **37. ENTIRE CONTRACT**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	20	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Appointment	<b>Department:</b>	Board of Supervisors
<b>File #:</b>	19-732	<b>Contact:</b>	Jim Spering, 784-6136
<b>Agenda date:</b>	09/24/2019	<b>Final Action:</b>	
<b>Title:</b>	Approve the reappointment of Lisa Howard to the Agriculture Advisory Committee, representing District 3, for a term to expire on January 1, 2022		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 3		
<b>Attachments:</b>			

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

### **DEPARTMENTAL RECOMMENDATION:**

Supervisor Jim Spering requests that the Board of Supervisors approve the reappointment of Lisa Howard to the Agriculture Advisory Committee, representing District 3, for a term to expire on January 1, 2022.

### **SUMMARY/ DISCUSSION:**

Lisa Howard owns and operates a winery in Suisun Valley with her spouse. She was raised in the valley, currently serves on the Board of the Suisun Valley Vintners & Growers Association, and has a deep understanding of the opportunities and challenges the Suisun Valley farming community faces.

### **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 can choose not to appoint Lisa Howard to the Agriculture Advisory Committee. This is not recommended as Ms. Howard is qualified and has a desire to continue serving the agricultural community in this capacity.

### **OTHER AGENCY INVOLVEMENT:**

None.

### **CAO RECOMMENDATION:**

## **APPROVE DEPARTMENTAL RECOMMENDATION**



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	21	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Appointment	<b>Department:</b>	Board of Supervisors
<b>File #:</b>	19-722	<b>Contact:</b>	John M. Vasquez, 784-6129
<b>Agenda date:</b>	09/24/2019	<b>Final Action:</b>	
<b>Title:</b>	Approve the appointment of Tyffany Wanberg to the First Five Solano Children and Families Commission, representing District 4, for a term to expire September 22, 2023		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 4		
<b>Attachments:</b>			

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

### **DEPARTMENTAL RECOMMENDATION:**

Supervisor Vasquez requests that the Board approve the appointment of Tyffany Wanberg to the First Five Solano Children and Families Commission, representing District 4, for a term to expire September 22, 2023.

### **SUMMARY/DISCUSSION:**

Tyffany Wanberg is the Foster and Kinship Care Education program director at Solano Community College. She is also a foster/adoptive parent that specifically focuses on caring for children ages 0-5. Tyffany has an extensive background in working with children and families in Solano County and will bring a wealth of knowledge to the Commission.

### **FINANCIAL IMPACT:**

The costs associated with preparing the agenda item are nominal and absorbed by the District 4 FY2019/20 Adopted Budget.

### **ALTERNATIVES:**

The Board could choose to not approve this appointment, however, that is not recommended because this is an opportunity to fill a vacancy on the First Five Solano Children and Families Commission with a knowledgeable applicant who is eager to serve.

### **CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**



# Solano County

675 Texas Street  
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www.solanocounty.com

## Agenda Submittal

<b>Agenda #:</b>	22	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Resolution-Presentation	<b>Department:</b>	Board of Supervisors
<b>File #:</b>	19-708	<b>Contact:</b>	Matthew A. Davis, 784-6111
<b>Agenda date:</b>	09/24/2019	<b>Final Action:</b>	
<b>Title:</b>	Adopt and present a resolution proclaiming the week of September 22-28, 2019 as Centenarian Week in Solano County		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	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 County Administrator's Office and Department of Health and Social Services, in partnership with the Senior Coalition of Solano County, recommends that the Board to adopt and present a resolution proclaiming the week of September 22-28, 2019 as Centenarian Week in Solano County.

### **SUMMARY:**

This year will mark the 13th Annual Centenarian Commemoration in Solano County. The Centenarian Commemoration is designed to honor and pay tribute to individuals who have reached 100 years of age or older.

### **FINANCIAL IMPACT:**

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

### **DISCUSSION:**

To date, the Board of Supervisors has honored 170 centenarians, the oldest of them, Marie West, reached super-centenarian status in January 2011.

According to the Boston University School of Medicine New England Centenarian Study, centenarians are remarkable examples of healthy aging. Centenarians come from all walks of life. They have different educational, socioeconomic, and religious backgrounds and they are of different ethnicities and live in regions all over the globe. However, they do share some of the following characteristics associated with healthy aging:



- 1) They generally do not smoke,
- 2) They remain active and engaged with their families and the community either through extended working, volunteer work, and contributing to the household throughout their later years,
- 3) They stay physically strong through exercise and physical activity,
- 4) They maintain a healthy diet, tend to be thin, and
- 5) They are better able to handle stress.

While genetics play a role in longevity with 20-30% of longevity attributed to genetic factors, environmental factors (e.g., lifestyle choices) account for 70-80% of longevity. The majority of centenarians are women (85% compared to 15% of men); Super-centenarians (those who are 110 years old or older) occur at a rate of about 1 per 7 million with estimated 60-70 super-centenarians in the U.S.

A longitudinal study conducted by the University of Georgia found that contrary to the general belief that the most elderly are frail and living in nursing homes, “20 to 25% of centenarians are community-dwelling, cognitively intact, and generally vibrant and full of life.” Those who are in need of daily assistance, according to another study are cared for by their families. Estimates state that about 80 percent of what is considered long-term care, including personal care and care for chronic illness, is being provided from within the family, usually by the women.

Centenarians have defied life expectancy projections by at least 20 years. They hold the keys to longevity and quality of life. As an aging society we have much to learn from them. Centenarians serve as a guiding light and example of aging with dignity. Their contributions to the understanding of the aging process and how to age with self-respect and pride are laudable and worthy of recognition.

A reception for the centenarians outside of the Board Chambers will follow the presentation.

#### **2019 Centenarians:**

The following are the 2019 Solano County Centenarian honorees. These 54 individuals will be recognized, either in person or by mention at the September 24, 2019 Centenarian Commemoration with the Board of Supervisors.

##### From the City of Benicia

Peter Caggiano, age 99 (turning 100 in December)

##### From the City of Fairfield

Viola Josey, age 100

Teruo “Ted” Miyagishima, age 100

Virginia Noordyk, age 100

Dorothy Hines, age 100

Charles “Charlie” Parsons, age 100

Eddie Mae Crummie, age 100

Lois Dittmer, age 100

Richard Marsch, age 100

Stanley Emerson, age 100

Linda Vasey, age 101

Mildred Healy, age 101

Irene Bruce, age 100

Charles Micks Gilbert, age 102

Lois Smylie Monez, age 102

Maria Galang, age 102

LaVonne Eyres, age 102

Robert "Sully" Sullivan, age 103  
Dorothy Daviner, age 103  
Ferril Mulock, age 101  
Hazel Booher, age 104  
Ellen Lipp, age 99, (turning 100 in October)

From Rio Vista

Rose Blackburn, age 100  
Luis Castro, age 101

From Suisun City

Delois "Lois" Brasher, age 100  
Tillie Golden, age 102  
Lucy Higgs, age 107 (turning 108 in October)

From the City of Vacaville

Ada Dito, age 99 (turning 100 in October)  
Ed Dillion, age 100  
Virginia Schmid, age 99 (turning 100 in November)  
Eva Hoekman, age 100  
Cyril O'Neil, age 100  
Julia Rico, age 100  
Marian Bowen, age 100  
Bernice Raemer, age 100  
Elizabeth Freeman, age 100 (turning 101 in October)  
Leona Elledge, age 101  
William Oakes, age 101  
Hazel Walters, age 101  
Marge Bors, age 101 (turning 102 in November)  
Valerie Rowden, age 102  
Bruce Sooy, age 102  
Gerald Simoni, age 102  
Barbara Wilkins, age 104  
Dorothy Pennycott, age 104  
Perle Williams, age 106

From the City of Vallejo

Ollie "Jack" Wallin, age 101  
John F. Turk, age 100  
Gertrude Calit, age 101  
Rachel Brautigan, age 101  
Robert "Bob" Daine, age 102  
Navarre Marshall, age 102  
Ruth Marcacci, age 103  
Valerie Haycock, age 107  
Reta Wills, age 108

**ALTERNATIVES:**

The Board may choose not to adopt and present the resolution. This is not recommended because centenarians are part of the fastest growing segment of the population and have helped shape our nation as it is today. They hold the secrets to aging well and serve as a role model for quality of life for all ages.

**OTHER AGENCY INVOLVEMENT:**

County Administrator's Office, Health and Social Services and the Solano County Senior Coalition

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# Resolution No. 2019 -

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS PROCLAIMING SEPTEMBER 22-28, 2019 AS CENTENARIAN'S WEEK IN SOLANO COUNTY**

**WHEREAS**, it is estimated that there were approximately 80,000 centenarians, or people aged 100 years or older, living in the United States in 2019, according to a report from the American Association on Aging. That number is up 38 percent from 2000, when there were approximately 50,000 centenarians; and

**WHEREAS**, centenarians have defied life expectancy projections by at least 20 years, holding the keys to longevity and quality of life. Together they share several commonalities, including having a positive and optimistic outlook on life, maintaining a healthy weight, exercising regularly, are committed to their faith, practice clean living, including staying out of trouble, and have loving families; and

**WHEREAS**, researchers at the Boston University School of Medicine, New England Centenarian Study, have determined that genetics also plays a critical and complex role in determining who lives to 100 and who does not. This genetic influence becomes greater as we age, especially in those who live beyond age 103. While sheer luck no doubt plays a role in how long we live, centenarians with family members who also lived into old age are twenty-times more likely to live to age 100 than an average person; and

**WHEREAS**, the following Solano County community members are centenarians or will reach the centenarian milestone during the 2019 calendar year, including from the City of Benicia: Peter Caggiano, 99 (turning 100 in December); From the City of Fairfield: Viola Josey, age 100; Teruo "Ted" Miyagishima, age 100; Virginia Noordyk, age 100; Dorothy Hines, age 100; Charles "Charlie" Parsons, age 100; Eddie Mae Crummie, age 100; Lois Dittmer, age 100; Richard Marsch, age 100; Stanley Emerson, age 100; Linda Vasey, age 101; Mildred Healy, age 101; Irene Bruce, age 100; Charles Micks Gilbert, age 102; Lois Smylie Monez, age 102; Maria Galang, age 102; LaVonne Eyres, age 102; Robert "Sully" Sullivan, age 103; Dorothy Daviner, age 103; Ferril Mulock, age 101; Hazel Booher, age 104; Ellen Lipp, age 99 (turning 100 in October); From Rio Vista: Rose Blackburn, age 100; Luis Castro, age 101; From Suisun City: Delois "Lois" Brasher, age 100; Tillie Golden, age 102; Lucy Higgs, age 107; From the City of Vacaville: Ada Dito, age 99 (will turn 100 in October); Ed Dillion, age 100; Virginia Schmid, age 99 (turning 100 in November); Eva Hoekman, age 100; Cyril O'Neil, age 100; Julia Rico, age 100; Marian Bowen, age 100; Bernice Raemer, age 100; Elizabeth Freeman, age 100; Leona Elledge, age 101; William Oakes, age 101; Hazel Walters, age 101; Marge Bors, age 101; Valerie Rowden, age 102; Bruce Sooy, age 102; Gerald Simoni, age 102; Barbara Wilkins, age 104; Dorothy Pennycott, age 104; Perle Williams, age 106; From the City of Vallejo: Ollie "Jack" Wallin, age 101; John F. Turk, age 100; Gertrude Calit, age 101; Rachel Brautigan, age 101; Robert "Bob" Daine, age 102; Navarre Marshall, age 102; Ruth Marcacci, age 103; Valerie Haycock, age 107 and Reta Wills, age 108; and

**WHEREAS**, no matter their age, religion, educational and socioeconomic status, centenarians serve as a guiding light and example of aging with dignity. Their contributions to our understanding of the aging process and how to age with self-respect and pride are laudable and worthy of recognition.

**NOW, THEREFORE BE IT RESOLVED**, that the Solano County Board of Supervisors hereby proclaims the week of September 22-28, 2019 as Centenarian's Week in Solano County.

Dated this 24<sup>th</sup> 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 #:** 23 **Status:** Regular Calendar  
**Type:** Resolution **Department:** Resource Management  
**File #:** 19-542 **Contact:** Karen Avery, 784-3165  
**Agenda date:** 09/24/2019 **Final Action:**  
**Title:** Conduct a noticed public hearing to consider an appeal of the Planning Commission's denial of Administrative Permit Application No. AD-18-02 for Leeanna Ellis to have an outdoor special events facility for up to 6 events per year with up to 150 attendees at 5580 Nicholas Lane, Dixon (continued from the July 23, 2019 Board meeting)  
**Governing body:** Board of Supervisors  
**District:** All  
**Attachments:** A - Updated Resolution, B - Updated Map of Nicholas Lane, 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 Notices, I - Administrative Permit & Appeal Zoning Regulations, J - Planning Division Permit History, K - Updated Record of Survey, L - July 23, 2019 Minute Order

Date:	Ver.	Action By:	Action:	Result:
07/23/2019	1	Board of Supervisors	Continued	

Published Notice Required? Yes X No \_\_\_\_  
Public Hearing Required? Yes X No \_\_\_\_

### DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board of Supervisors:

1. Conduct a noticed public hearing to 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 (*continued from the July 23, 2019 Board meeting*);
2. Adopt a resolution to deny the appeal and affirm the Planning Commission's decision to deny Administrative Permit Application No. AD-18-02.

### SUMMARY:

The matter before the Board of Supervisors involves an appeal of *the Planning Commission's denial of an Administrative Permit to allow an outdoor special events facility (maximum of 6 events per year, minimum of 150 attendees) for Leeanna Ellis on property located at 5580 Nicholas Lane in the unincorporated area outside Vacaville. The proposed event facilities would be located on a 31.97-acre property which is developed with a single family dwelling and a large metal storage building. The Administrative Permit Application No. AD-18-02 was denied by the Director of Resource Management on April 5, 2019. There were two reasons for that*

denial, they were 1) lack of an adequate connection to a private road for which there is a recorded road maintenance agreement, which is a requirement for approval of a special events facility located on a private road and 2) the administrative permit would be inconsistent with a restraining order issued by the Superior Court *against one of the co-owners of the property (Christopher Ellis) on the appellant/applicant's spouse* regarding noise and nuisance activities on the Ellis property.

On April 15, 2019, the applicant filed an appeal of the Director's denial of the Administrative Permit to the Solano County Planning Commission. The Solano County Planning Commission held a public hearing on May 16, 2019 to consider the appeal of the Director of Resource Management's denial of Administrative Permit Application No. AD-18-02. After closing the public hearing and considering all comments, written and oral, regarding said application, the Planning Commission voted 5-0, to affirm the Director of Resource Management's decision and denied the appeal. The applicant subsequently filed an appeal to the Planning Commission's denial with the Clerk of the Board on May 24, 2019. In her appeal, the appellant stated the Planning Commission failed to state any legal basis for their denial of her appeal. ~~The Board of Supervisors is being asked to consider the applicant's appeal of the Planning Commission's action.~~

*The Board originally scheduled its hearing on the appeal for July 23, 2019. Immediately prior to the July 23, 2019 Board of Supervisor's meeting, the appellant requested a continuation of the public hearing. Resource Management staff concurred with the continuance request as the appellant submitted additional materials for staff's review and consideration.*

*With staff's recommendation, the Board granted the request for the continuance. To accommodate members of the public in the audience, the Board opened the public hearing and allowed members of the public to proceed with public comment. After hearing public comment, the Board subsequently closed the public hearing and voted to continue the public hearing to September 24, 2019 at 2:00 p.m. The Board is now being asked to consider the applicant's appeal of the Planning Commission's action.*

#### **FINANCIAL IMPACT:**

Costs associated with Administrative Permit No. 18-02 have been paid by the applicant, and the cost associated with filing an appeal of said permit to the Board has been paid by the appellant.

#### **DISCUSSION:**

##### Project Description:

The proposed project includes an outdoor event facility with no existing permanent structures being utilized and no new structures being proposed. The nature of the events would likely be weddings, etc. The project narrative describes access to the property, use of food vendors, hours of operation, outdoor lighting, noise, an improved parking area, sanitation and setbacks from event activities from their property lines. Access to the property is described to be from Nicholas Lane. As part of the application, the applicant submitted a copy of a 2002 Road Maintenance Agreement for the road that was to be constructed within the easement shown the approved subdivision map. ~~The applicant did not provide a similar maintenance agreement for Nicholas Lane, an unmapped private road.~~ An attachment displaying the easement described in the 2002 Road Maintenance Agreement and Nicholas Lane is attached.

##### Board Appeal:

The appellant cites the following reasons for appealing the Planning Commission's action:

1. Permit denied with actual bias where others have been allowed to have a permit issued.
2. No legal basis for the denial of appeal by statute, code or other was cited.

3. An administrative permit on its face is allowed by right, provided all qualifications have been met.

The appellant also noted that the ten-day appeal period was not sufficient to do the legal research required. Appellant will be submitting more documentation no later than 5 days before the hearing to all relevant parties.

The appeal application is attached within.

#### Planning Commission Action:

On May 16, 2019, the Planning Commission conducted a public hearing with regards to the applicant's appeal of the Director of Resource Management's decision to deny Administrative Permit No. AD-18-02. The Planning Commission, after reviewing the staff report and receiving public testimony, voted 5-0 to affirm the Director of Resource Management's decision to deny the Administrative Permit. The Planning Commission adopted Resolution No. 4673 which made the following findings regarding Administrative Permit Application No. AD-18-02 (Attached).

1. The property for which the use is proposed is not located on a public road.
2. Nicholas Lane is a private road for which there is not a recorded road maintenance agreement executed by all lot owners served by that private road.
3. A road meeting County road standards does not currently exist within the private access easement shown on parcel map for the property.
4. An administrative permit for a special event facility runs with the land is not personal to the named applicant. Christopher Ellis, the husband of the named applicant and a co-owner of the property, is currently under a court restraining order prohibiting him from allowing any person other than family member from using the access easement for any purpose unless otherwise ordered by the court.

The Planning Commission minutes are included as an attachment.

#### Access Issue:

The Ellis property is one parcel in a four-lot parcel map approved in 1978. The map is included in the Planning Commission Staff Report Package. The Ellis parcel is Parcel 4. The parcel map included a private access easement which bisected Parcel 3 (Foletta) and runs between Parcels 1 (Mendoza) and 2 (Fielding). ~~In 2002, the owners of the four parcels recorded a road maintenance agreement requiring all property owners within the subdivision to share in the costs of installing and maintaining a road within the mapped easement (Planning Commission Staff Report Package).~~ Upon review by the Department, this mapped easement was never improved as a private road and the property owners have instead used an unmapped private road that runs along the edges of the subdivision and terminates at Parcel 4. This unmapped private road is known as Nicholas Lane. It appears that this private road has been in existence for quite some time as 3 of the 4 primary dwellings built after the subdivision was recorded front Nicholas Lane. ~~The County Surveyor conducted extensive research and was unable to identify documentation in County records that there is a recorded road maintenance agreement for Nicholas Lane.~~

#### Additional Information Submitted by Appellant:

*Prior to the July 23, 2019 Board meeting, the appellant submitted a copy of a Record of Survey recorded in June of 2018 (attached) and a copy of a Grant Deed recorded in 2015 during the purchase of the property. Upon further review by Counsel and staff, it was discovered that in addition to the 60' access and utilities easement recorded on the 1978 Parcel Map, a 60' wide easement was described along the northern boundary of Parcel 1 and the westerly boundaries of Parcels 1 and 3. This easement is also described in the 2002 road maintenance agreement recorded by the subdivider and included in the Grant Deed for parcels 1, 3 and 4. A 16' -20 wide portion of this easement has been developed as Nicholas Lane. The road maintenance*

*agreement requires all property owners within the subdivision to share in the costs and expenses of maintaining the roadway within each of the easement areas. Based on this new information, staff is now recommending that the Board find that a recorded road maintenance agreement does exist for Nicholas Lane. This additional information requires some adjustment to the findings for denial but does not change the recommended action to deny the appeal. Nicholas Lane is in poor condition and does not appear to provide adequate access to the Ellis property for emergency vehicles.*

Superior Court Issued Restraining Order:

In October of 2017, the Superior Court issued a civil restraining order prohibiting Christopher Ellis, the appellant's spouse and co-owner of the property, from harassing Marshall and Khris Foletta, owners of Parcel 3. This restraining order prohibited any person other than family members from using the mapped access easement for any purposes. The restraining order also limited noise levels coming from the Ellis property. This restraining order was upheld by the Court of Appeal on March 8, 2019. Copies of the restraining order is included in the Planning Commission Staff Report Package.

Special Events Facilities - Ellis Request/Summary of Issues:

On August 30, 2018, Leeanna Ellis submitted an Administrative Permit application for an outdoor special events facility for up to 6 events per year with up to 150 attendees. A copy of the application is attached as part of the Planning Commission Staff Report Package. In the project narrative for the application, the applicant describes the event facility to be an outdoor facility with no existing permanent structures being utilized. An improved parking area is proposed.

Per Section 28.21, Table 28.21A of the Zoning Regulations, special events facilities with up to 6 events per year and 150 persons or less requires an Administrative Permit in the A-40 zoning district. Additional standards and requirements for special events facilities is described in Section 28.73.30 (B)(6) of the Zoning Regulations (See Attachment - Planning Commission Staff Report Package).

~~Summary of Analysis~~ Update Findings:

One of the requirements for special events facilities listed in Section 28.73(B)(6) is that "each parcel where the special event is conducted shall be a connection to a public road, or a private road if there is a recorded maintenance agreement executed by all lot owners served by that private road." In this case, there is ~~no~~ *now* evidence of a road maintenance agreement for Nicholas Lane. *However, neither Nicholas Lane nor the access easement shown on the 1978 Parcel Map have been developed or maintained per County road standards.* There is correspondence from the Dixon Fire Department stating that Nicholas Lane does not provide adequate access for use by fire apparatus due to the poor condition of the road (Attachment - Planning Commission Staff Report Package). In addition, the Ellis parcel is located furthest from a public road (Fox Road) which combined with the inadequacy of the current road condition to accommodate events, the distance to reach the Ellis parcel for events would exacerbate the road's poor condition and access issues and in turn impact neighboring properties.

*The updated Resolution and Findings reflect staff's recommendation that the Board deny the appeal due to the lack of adequate access and the limitations outline in the restraining order issued by the Superior Court. Staff does not believe that the new evidence submitted during the appeals process is adequate to allow an outdoor special events facility for up to 6 events with up to 150 attendees as described by the appellant. The Director of Resource Management cited two reasons (listed above) for the denial of the Administrative Permit. The Planning Commission conducted a de novo hearing and heard and considered the evidence presented by the Department and the public. Based on the evidence presented, the Planning Commission affirmed the Director's findings and decision, and denied Administrative Permit No. AD-18-02. Staff does not believe any new evidence has been submitted during the appeals process to change any of the findings or conclusions made by the Director of Resource Management and Planning Commission to approve the Administrative*



Permit.—

**ALTERNATIVES:**

Depending on the evidence presented, the Board of Supervisors, upon completion of a public hearing on this matter, may choose to:

1. Uphold the appeal and approve Administrative Permit Application No. AD-18-02 allowing the applicant to operate an outdoor special events facility for up to 6 events per year with up to 150 attendees. Such action is not recommended as the access easement is being legally contested and the condition of the private road being utilized, is not adequate to accommodate event traffic. Operation of the facility and access to the facility would still be subject to the terms and conditions of the court's restraining order.

**PUBLIC NOTICE REQUIREMENT**

Consistent with *sections 28.122 and 28.04 of the Solano County Code*, ~~Government Code Section 63858~~, a public hearing notice was published in the Fairfield Daily Republic, and Vacaville Reporter at least ~~40~~15 days prior to the public hearing. (Notice of Public Hearing attached).

**OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed this item and concurs with the findings and recommendation.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENT RECOMMENDATION

RESOLUTION NO. 2019 - \_\_\_\_\_

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS DENYING  
ADMINISTRATIVE PERMIT APPLICATION NO. AD-18-02 (ELLIS)**

**Whereas**, the Solano County Board of Supervisors has considered, in a noticed public hearing conducted on July 23, 2019 and *continued on September 24, 2019*, the appeal of Leeanna Ellis appealing the Solano County Planning Commission's denial of Administrative Permit No. AD-18-02 of for an outdoor special events facility for up to 6 events per year with up to 150 attendees at 5580 Nicholas Lane; and

**Whereas**, the Board has reviewed the report of the Department of Resource Management and heard testimony relative to the subject application at the duly noticed public hearing; and

**Whereas**, after due consideration, the Board has made the following findings regarding the application for Administrative Permit No. AD-18-02:

1. The property for which the use is proposed is not located on a public road.
2. Nicholas Lane is a private road for which there is ~~not~~ a recorded road maintenance agreement executed by all lot owners served by that private road or *their predecessor in interest*.
3. Although a road maintenance agreement has been recorded for a private road to be constructed within *either* the private access easement shown on the original parcel map for the property *or the Nicholas Lane access easement*, a road, meeting County road standards does not currently exist within ~~that mapped~~ *either* easement.
4. An administrative permit for a special events facility runs with the land and is not personal to the named applicant. Christopher Ellis, the husband of the named applicant and a co-owner of the property, is currently under a court restraining order prohibiting him from allowing any person other than family members from using the access easement for any purpose unless otherwise ordered by the court. Approval of Administrative Permit AD-18-02 would authorize use of the access easement in a manner inconsistent with the court's restraining order.

**Resolved**, the Solano County Board of Supervisors denies the appeal and affirms the decision of the Planning Commission denying the application for Administrative Permit No. AD-18-02.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on September 24, 2019 by the following vote:

AYES:           SUPERVISORS           \_\_\_\_\_

\_\_\_\_\_

NOES:           SUPERVISORS           \_\_\_\_\_

EXCUSED:       SUPERVISORS           \_\_\_\_\_

\_\_\_\_\_  
ERIN HANNIGAN, Chairwoman  
Solano County Board of Supervisors

ATTEST:  
BIRGITTA E. CORSELLO, Clerk  
Solano County Board of Supervisors  
By: \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk

Attachment B  
Map of Nicholas Lane – Easement



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

[Ellis Appeal Package](#)



**SOLANO COUNTY PLANNING COMMISSION  
RESOLUTION NO. 4673**

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**WHEREAS**, the Solano County Planning Commission has considered, in a noticed public hearing conducted on May 16, 2019, the appeal of **Leeanna Ellis** appealing the Director of Resource Management's denial of Administrative Permit No. AD-18-02 of for an outdoor special events facility for up to 6 events per year with up to 150 attendees and;

**WHEREAS**, the Commission has reviewed the report of the Department of Resource Management and heard testimony relative to the subject application at the duly noticed public hearing held on May 16, 2019 and;

**WHEREAS**, after due consideration, the Planning Commission has made the following findings regarding the application for Administrative Permit AD-18-02:

1. The property for which the use is proposed is not located on a public road.
2. Nicholas Lane is a private road for which there is not a recorded road maintenance agreement executed by all lot owners served by that private road.
3. A road meeting County road standards does not currently exist within the private access easement shown on parcel map for the property.
4. An administrative permit for a special events facility runs with the land and is not personal to the named applicant. Christopher Ellis, the husband of the named applicant and a co-owner of the property, is currently under a court restraining order prohibiting him from allowing any person other than family members from using the access easement for any purpose unless otherwise ordered by the court.

**RESOLVED**, the Planning Commission of the County of Solano denies the appeal and affirms the decision of the Director of the Department of Resource Management denying the application for Administrative Permit No. AD-18-02.

\*\*\*\*\*

I hereby certify that the foregoing resolution was adopted at the regular meeting of the Solano County Planning Commission on May 16, 2019 by the following vote:

AYES:	Commissioners	<u>Rhoads-Poston, Cayler, Hollingsworth, Bauer, and</u>
		<u>Chairman Walker</u>
NOES:	Commissioners	<u>None</u>
EXCUSED:	Commissioners	<u>None</u>

By:   
Bill Emlen, Secretary

Excerpt from the Minutes of the Planning Commission Meeting of May 16, 2019:

Item No. 3

**PUBLIC HEARING** to consider an appeal of the Director of Resource Management's denial of Administrative Permit Application No. AD-18-02 of **Leeanna Ellis** for an outdoor special events facility for up to 6 events per year with up to 150 attendees. The property is located at 5580 Nicholas Lane, a 31.9-acre parcel approximately 2.5 miles east of the City of Vacaville in an Exclusive Agriculture "A-40" Zoning District, APN: 0141-090-250. (Project Planner: Karen Avery) Staff Recommendation: Deny appeal and affirm the Director of Resource Management's decision of denial

Karen Avery, senior planner, provided a summary of the written staff report. The report provided the neighborhood history, administrative permits and appeal, and a detailed discussion of events. Per the letter from the Director of Resource Management, there are two reasons the administrative permit was denied. One reason being that there is not adequate access to the property and secondly, approval of the administrative permit would be inconsistent with a restraining order issued by the Superior Court. Until such time as the private road access easement is resolved and the Superior Court's restraining order is lifted or expires, the Director of Resource Management is unable to make a finding that there is adequate access to the property for the operation of a special events facility. In the absence of such a finding, the Director has no authority to approve Administration Permit No. AD-18-02.

Commissioner Hollingsworth inquired about access and wanted to know if a road would need to be constructed. Ms. Avery stated that there is an existing road called Nicholas Lane that is being used and is depicted in yellow on the map. She said the road is not built to county private road standards. Ms. Avery pointed out the easement which was depicted in red on the map, stating that there is a road maintenance agreement on that easement. Ms. Avery said in looking at its history, Nicholas Lane is being used and most driveways access that road.

Commissioner Hollingsworth asked if it was possible for someone to come in and build a road where the yellow line is depicted. Jim Laughlin, deputy county counsel, stated that if the individual could establish prescriptive rights it would go a long way toward helping their cause. They would need a judge to establish prescriptive rights in order to use that area as an easement. He stated that the county cannot recognize its existence until the court says it exists.

Commissioner Hollingsworth wanted to know what the property owner would need to accomplish to meet the standards for the 6 events per year as it pertains to the road. Ms. Avery answered by saying the road would need to be connected to a public road and be built to private road standards with a road access agreement signed by all lot owners served by that road.

Commissioner Hollingsworth referred to the fire district's comments that the road is completely inadequate and wanted to know what would have to be done to meet their requirements. Jim Laughlin stated that the fire district's comments were that the road is in such poor condition they cannot drive on it. He said the property owner would need to bring the road up to standard. He said Cal Fire sets statewide standards for roads within state responsibility areas and he believed the road standard is 20 feet wide. Mr. Laughlin noted that he did recall if this road fell within the state responsibility area.

Commissioner Rhoads-Poston said that it appears to her that step one is the applicant needs to obtain prescriptive rights for Nicholas Lane. Either that or have the restraining order lifted

from the easement to move forward in obtaining a permit. Mr. Laughlin said he did not believe the county would go as far as requiring they go to court and establish prescriptive rights for Nicholas Lane. He said the county could try to get the property owners within the neighborhood to agree to a road maintenance agreement for the existing Nicholas Lane which would comply with the zoning code.

Commissioner Rhoads-Poston commented that it almost seems the purpose of appealing the denial is moot because the applicant cannot move forward as they do not have road access. Mr. Laughlin said the applicant needs a road that is adequate for access and for which there is a road maintenance agreement. He stated that there is, to some extent, a road maintenance agreement for the easement which is highlighted in red; however, that road does not actually exist and so it is theoretical at this point.

Mr. Laughlin noted that the county does not have the leeway or discretion to waive the standards. He said that this is a use that is allowed by right but only if the objective standards can be met.

Since there were no further questions, Chairman Walker opened the public hearing.

Karen Treseler, Lewis Road, Vacaville, stated that she lives to the southwest of the Ellis property. She stated that the maintenance of Nicholas Lane is bad, so bad that the Ellis family constantly trespass across their property to reach the public roadway. She stated that she has been both a witness and a victim of the noise. Ms. Treseler said the applicant is proposing a dirt bike track which she did not believe was appropriate for this area. She said the Ellises have always pushed the boundaries of what is legal and what is a good neighbor, for example removing dirt from her property without permission. Ms. Treseler said she is concerned because unpermitted activities are already taking place on the Ellis property and she was afraid of what might happen if the proposed activity is permitted.

Several people spoke in favor of the project. Their names are as follows: Marian Smith, Lewis Road, Vacaville; Kari Comack, Pleasants Valley Road, Vacaville; and Arcelia Virelas Mendoza, Nicholas Lane, Dixon. The speakers stated that Ms. Ellis is an asset to the community and is a good neighbor, friend, and businesswoman. Two speakers stated that they have never experienced any negative impacts from the Ellis property. They believed that the events as proposed by the applicant would provide value to the neighborhood. There was agreement that Nicholas Lane did need some improvement.

Marshall Foletta, Nicholas Lane, Dixon, mentioned that he had supplied the commission with a package of information to support their opposition of the project. He stated that the access issue is a complex one. He referred to the red line on staff's area map as the easement which is currently the subject of a series of complicated lawsuits. He noted that those hearings are moving toward trial in December. He stated that his position is the easement was abandoned long ago. Mr. Foletta said they have a restraining order against Ms. Ellis' husband. He commented that it was a 6-day trial and in the end, the Judge concluded that he and his family were the subject of harassment by Mr. Ellis over a sustained two-year period. He shared testimony from a neighbor who had said that the intent of the Ellises was to pay them back because they had filed a complaint with the county and the Ellis' goal was to drive them out of their home and property and force them to close their business. Mr. Foletta stated that they did have to move out of their home for 10 months to escape the harassment and were also forced to close their business.

Marshall Foletta commented that the Ellises appealed the restraining order and the Appellant Court upheld his family's position. He stated that he did not believe it is the position of the commission to entertain a rereading of the restraining order which is very explicit. He said noise was used as a weapon and at times would reach 85 decibels. This was one of the reasons they are so sensitive to this issue and want to maintain rigid enforcement of the noise restrictions. Mr. Foletta said Ms. Ellis is trying to draw a distinction between herself and her husband. He commented that Ms. Ellis was a willing participant and when he reached out to her to try and control the situation she testified in court that at times she was the one blasting music in their direction. He said if the commission were to issue this permit under some understanding that Mr. Ellis would not be participating, he believed that would be impossible to regulate and monitor, especially in this circumstance, because the Ellises are essentially non-compliant people. Even though the county told them to shut down their business they brought it back. When the county told them that they could not build a road on the easement and issued a stop work order, they worked at night, under the cover of darkness, and built the road disregarding the stop work order.

The applicant, Leeanna Ellis, stated that she worked very hard to buy a country property and set up a wedding venue. She stated that this is an administrative permit and so it is allowed by right. She said she believes she has met all the criteria required. Ms. Ellis said that she believed the county has been biased against her. She said the Foletta family make a point to use the county as a weapon. She stated there have been no noise violations in 8 months, noting that there were only 3 instances of noise violations prior. Ms. Ellis spoke about the settlement agreement that the Foletta family entered into with the Mendoza family who live nearby. She provided the document to the commission. She stated that the agreement limited the Mendoza family to 4 large parties a year and up to 12 other parties. She believed that it is not a noise issue for Mr. and Mrs. Foletta, but a control issue. She said what is in dispute is the easement. In 1978 the original easement that runs through the Foletta property was intended to be Nicholas Lane. She said it was recorded as an easement and no prescriptive easement is necessary because it was taken as appurtenant to the deed in the 2002 road maintenance agreement. The road maintenance agreement specifically was approved by the county as an adequate road and adequate access. In 2014 the county approved a horse business next door to the Foletta property. She said that her proposed 6 events per year, in her opinion is not going to be as burdensome as the 6 trailers a day that are already approved for the horse events. She said the county is being biased against her because the county has cited Nicholas Lane as an adequate public access. Regarding the restraining order, she said the order only restricts a person, not the property. She offered to have her husband's name taken off the property deed.

Leeanna Ellis commented that if the commission is going to deny this based on the restraining order, she reiterated that she would not have a problem with taking her husband's name off the deed entirely. She said she has no problem complying with everything the county would require with respect to noise and dust. She commented that they have tried to be good neighbors with the Foletta family. She said she has been working hard with the county to try and bring her property into compliance. She said that she has been denied an electrical and fence permit due to this restraining order. She asked the commission to be fair and unbiased and grant her the same rights that other people have been granted. She said not only has the county approved a permit for the Foletta family on Nicholas Lane but have also approved a permit for the Fielding property which is also on Nicholas Lane. She said if the commission is going to deny her permit, she requested they deny it with the stipulation to fix the road and clear up the restraining order because those are things that are under her control.

Since there were no further speakers, Chairman Walker closed the public hearing.



Commissioner Cayler stated that one of her concerns is the condition of the road. She said if the fire district has issue with it then the commission should respect their decision. She said having that many events over the course of a year will bring a good number of attendees and sooner or later a medical emergency could arise that would require first responders. She said she certainly would not want to be a passenger in an ambulance having to travel over potholes on a road that has not been maintained to the point where even the fire trucks are hesitant to travel. Commissioner Cayler said that she drove by the property earlier in the day and it appeared to her that it is not something that is viable at this time. She said she appreciated the idea of a wedding venue but said the county needs to be cognizant of the folks who would be attending those events.

Commissioner Rhoads-Poston stated that this is not something she would be able to support at this time. She felt the point of the appeal to be moot until the issues with the road restriction and the active restraining order have been resolved. She said the commission cannot approve a project on the assumption that the outstanding issues will be fixed. She thought it to be unfortunate that the neighbors cannot find a common ground and hoped that they could work together and sign a maintenance agreement which would be a step in the right direction. She commented that removing Mr. Ellis from the deed would not mean that he would no longer reside on the property.

Commissioner Hollingsworth asked if the commission could continue this matter to a later date to allow time for the applicant to settle these issues. Bill Emlen, director, stated that the best course of action is to deny the appeal. He noted that the applicant can refile once their issues are resolved. Jim Laughlin agreed that this would be the best approach since the commission is not asking for specific information to be brought back by the applicant. He said it would be better to deny the application and let the property owner bring back their proposal when they are ready.

Commissioner Bauer stated that she agreed the commission needs to deny the permit for the reasons already discussed that deal with the road and the restraining order.

Chairman Walker said it would not be within the purview of the planning commission to intimate that the applicant should remove her husband from title or require him to vacate the premises. He stated that the commission must operate with the information and the knowledge they currently have. Chairman Walker said however he is sympathetic to the inconsistent application of the roadway standards because Ms. Ellis is correct, there have been three other permits that have been authorized for the three adjoining neighbors, and she is not being held exactly to the same standards. Chairman Walker said that for him, the restraining order is the primarily issue. He told Ms. Ellis if she wanted to pursue a different avenue with respect to when the restraining order is no longer being enforced, then the commission would most likely be amenable to a different conversation at that time, but at this time he would not be able to support the appeal.

A motion was made by Commissioner Rhoads-Poston and seconded by Commissioner Bauer to deny the appeal and affirm the Director of Resource Management's decision denying Administrative Permit Application No. AD-18-02. The motion passed unanimously. (Resolution No. 4673)

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

[May 16, 2019 PC Staff Report](#)

[Attachment A - Draft Resolution](#)

[Attachment B - Parcel Map Bk 15 Pg 88](#)

[Attachment C - Restraining Order](#)

[Attachment D - Appellate Court Opinion](#)

[Attachment E - Section 28.73.30\(B\)\(6\) Standards](#)

[Attachment F - Application with 2002 Road Maintenance Agreement](#)

[Attachment G - Dixon Fire Department Letter](#)

[Attachment H - Denial Letter from Director of Resource Management](#)

[Attachment I - Ellis Appeal Request](#)

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

- A - [email from Asia Grant regarding Ellis Appeal](#)
- B - [email from Erin Ekin re Ellis Hearing](#)
- C - [email from Jennifer Nelson re Ellis appeal](#)
- D - [email from Lisa Pennington re Ellis appeal](#)
- E - [email from Ricardo Martinez re wedding venue](#)
- E - [email from Roberta Lynch re Leeanna Ellis](#)
- G - [email from Sonia Waters re Leeanna Ellis](#)
- H - [email from Stacey Sargent regarding Leeanna Ellis](#)
- I - [email from Tiffany Canerday re Ellis](#)
- J - [Letter from Marshall Foletta re AD-18-02](#)
- K - [Information submitted by Leeanna Ellis.pdf](#)

DEPARTMENT OF RESOURCE MANAGEMENT



**NOTICE OF PUBLIC HEARING  
(Board of Supervisors)**

The County of Solano does not discriminate against persons with disabilities and is an accessible facility. If you wish to attend this meeting and you will require assistance in order to participate, please contact Kristine Sowards, Department of Resource Management at the address and phone number listed above at least 24 hours in advance of the event to make reasonable arrangements to ensure accessibility to this meeting.

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NOTICE IS HEREBY GIVEN that the Solano County Board of Supervisors will hold a public hearing to consider an appeal of the Planning Commission's denial of Administrative Permit No. AD-18-02 of **Leeanna Ellis** for an outdoor special events facility for up to 6 events per year with up to 150 attendees. The property is located at 5580 Nicholas Lane, 2.5 miles east of the City of Vacaville in an Exclusive Agriculture "A-40" Zoning District, APN: 0141-090-250. (Project Planner: Karen Avery)

If you challenge the proposed consideration in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Board of Supervisors at, or prior to, the public hearing.

Any person wishing to comment on the project and/or review the information contained within the project file may do so at the Solano County Department of Resource Management, Planning Division, County Administration Center, 675 Texas Street, Suite 5500, Fairfield. Staff reports are available by 5:00 p.m. the Friday prior to the meeting at [www.solanocounty.com](http://www.solanocounty.com) under Quick Clicks, Board Meetings.

The hearing will be held in the Board of Supervisors' Chambers, County Administration Center, 1<sup>st</sup> Floor, 675 Texas Street, Fairfield on Tuesday, July 23, 2019. This item is scheduled to be heard by the Board at 2:00 p.m. or as soon thereafter as the matter may be heard. Interested persons may appear and be heard at that time.

Birgitta Corsello  
Clerk of the Board of Supervisors  
County of Solano, State of California

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**The Daily Republic - legal ad/one time – Sunday, July 7, 2019**  
**Vacaville Reporter – legal ad/one time – Tuesday, July 9, 2019**

**DEPARTMENT OF RESOURCE MANAGEMENT**



**NOTICE OF CONTINUED PUBLIC HEARING  
(Board of Supervisors)**

The County of Solano does not discriminate against persons with disabilities and is an accessible facility. If you wish to attend this meeting and you will require assistance in order to participate, please contact Paris Stovell, Department of Resource Management at the address and phone number listed above at least 24 hours in advance of the event to make reasonable arrangements to ensure accessibility to this meeting.

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NOTICE IS HEREBY GIVEN that the Solano County Board of Supervisors will hold a continued public hearing to consider an appeal of the Planning Commission's denial of Administrative Permit No. AD-18-02 of **Leeanna Ellis** for an outdoor special events facility for up to 6 events per year with up to 150 attendees. The property is located at 5580 Nicholas Lane, 2.5 miles east of the City of Vacaville in an Exclusive Agriculture "A-40" Zoning District, APN: 0141-090-250. (Project Planner: Karen Avery)

If you challenge the proposed consideration in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Board of Supervisors at, or prior to, the public hearing.

Any person wishing to comment on the project and/or review the information contained within the project file may do so at the Solano County Department of Resource Management, Planning Division, County Administration Center, 675 Texas Street, Suite 5500, Fairfield. Staff reports are available by 5:00 p.m. the Friday prior to the meeting at [www.solanocounty.com](http://www.solanocounty.com) under Quick Clicks, Board Meetings.

The hearing will be held in the Board of Supervisors' Chambers, County Administration Center, 1<sup>st</sup> Floor, 675 Texas Street, Fairfield on Tuesday, September 24, 2019. This item is scheduled to be heard by the Board at 2:00 p.m. or as soon thereafter as the matter may be heard. Interested persons may appear and be heard at that time.

Birgitta Corsello  
Clerk of the Board of Supervisors  
County of Solano, State of California

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**The Daily Republic - legal ad/one time – Wednesday, September 11, 2019**  
**Vacaville Reporter – legal ad/one time – Tuesday, September 10, 2019**

## Attachment I

### Solano County Zoning Regulations:

#### Administrative Permits:

*The County created the administrative permit process as part of the 2012 zoning ordinance update. Uses that require an administrative permit are allowed by right within the zoning district but, as explained in Section 28.101 of the Solano County Zoning Regulations, “the purpose of an administrative permit is to provide a mechanism for verifying that all standards and requirements of the use, as described in [the County Code], are met prior to the commencement of the use and can continue to be met during the operation of the use.” The Director of Resource Management shall administratively approve an application for an administrative permit if all standards and requirements is to approve an application for an administrative permit, without public notice or hearing, if he/she finds that all standards and requirements specified in the County Code are satisfied. If he/she cannot make that finding, he/she must deny the application. The Director’s decision on an administrative permit is ministerial, and the Director has no discretion to deviate from the objective standards and requirements identified in the Zoning Regulations.*

#### Appeals:

Per Section 28.112 of the Zoning Regulations, the Planning Commission is to hear and decide appeals when it is alleged by the appellant that there is an error in an order, requirement, permit, decision or determination made by an administrative official in the administration or enforcement of the Solano County Zoning Regulations including decisions made by the Director on administrative permits. The Planning Commission’s decision may be appealed to the Board of Supervisors.

## Attachment J

### Planning Division Permit History

#### Parcel 1 – Mendoza

Administrative Permit No. 18-03 – Request for outdoor special events facility for up to 6 events per year with up to 150 attendees. Application deemed incomplete by Planning Division and notice sent to applicant.

#### Parcel 2 – Fielding

Use Permit U-08-04 – Planning Commission approved May 21, 2009 for a large indoor dog kennel and cattery to be constructed in 3 phases.

Minor Revision No. 1 of U-08-04 – Zoning Administrator approved on October 20, 2016 for the use of existing outdoor kennels for up to 22 personal dogs.

Administrative Permit – AD-15-10 – approved December 10, 2015 for a 720 square foot agricultural employee housing unit.

#### Parcel 3 – Foletta

Use Permit – U-14-03 – Planning Commission approved September 4, 2014 for a cross country equestrian center and public stable without horse shows to be developed in two phases. This use was never fully incorporated and is not currently in operation.

#### Parcel 4 – Ellis

Administrative Permit No. 18-02 – Request for outdoor special events facility for up to 6 events per year with up to 150 attendees. Application denied, subject of current appeal.

Administrative Permit No. 19-07 – Request for 1944 square foot agricultural employee housing unit. Application review in process. The application was deemed incomplete.

### Complaints

There has been a history of neighborhood complaints on Nicholas Lane as evidenced by the materials included in the appellant's submittal package (Attachment B). The Department of Resource Management and the Solano County Sheriff's office have been contacted regarding a variety of complaints over the last five years. There continues to be a dispute between the property owners including a civil lawsuit between multiple party's.

# RECORD OF SURVEY

THE LANDS OF

Ellis  
and

Nicolas Lane

Parcel 4  
Book 16 Parcel Maps, Page 87

A Portion of Section 8, T6N, R1E, M.D.M.  
Solano County California

February 2018

By *Travis LS 7973*  
3535 Oak Canyon Ln  
Veseyville Ca. 94688  
(707) 974-8080



By *Stuart LS 3023*  
Stuart Hogerman, L.S. 3023  
Solano County Surveyor



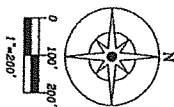
By *Marc LS 7973*  
Marc Tomassen by *Travis LS 7973*  
County Assessor/Recorder

This map correctly represents a survey made by me or under my direction in accordance with the Professional Land Surveyors Act, at the request of Buchanan, Proulx, Brubaker, Smith LLP in February 2018.

This map has been examined in accordance with Section 8755 of the Professional Land Surveyors Act and this True copy of Section 8 2018.

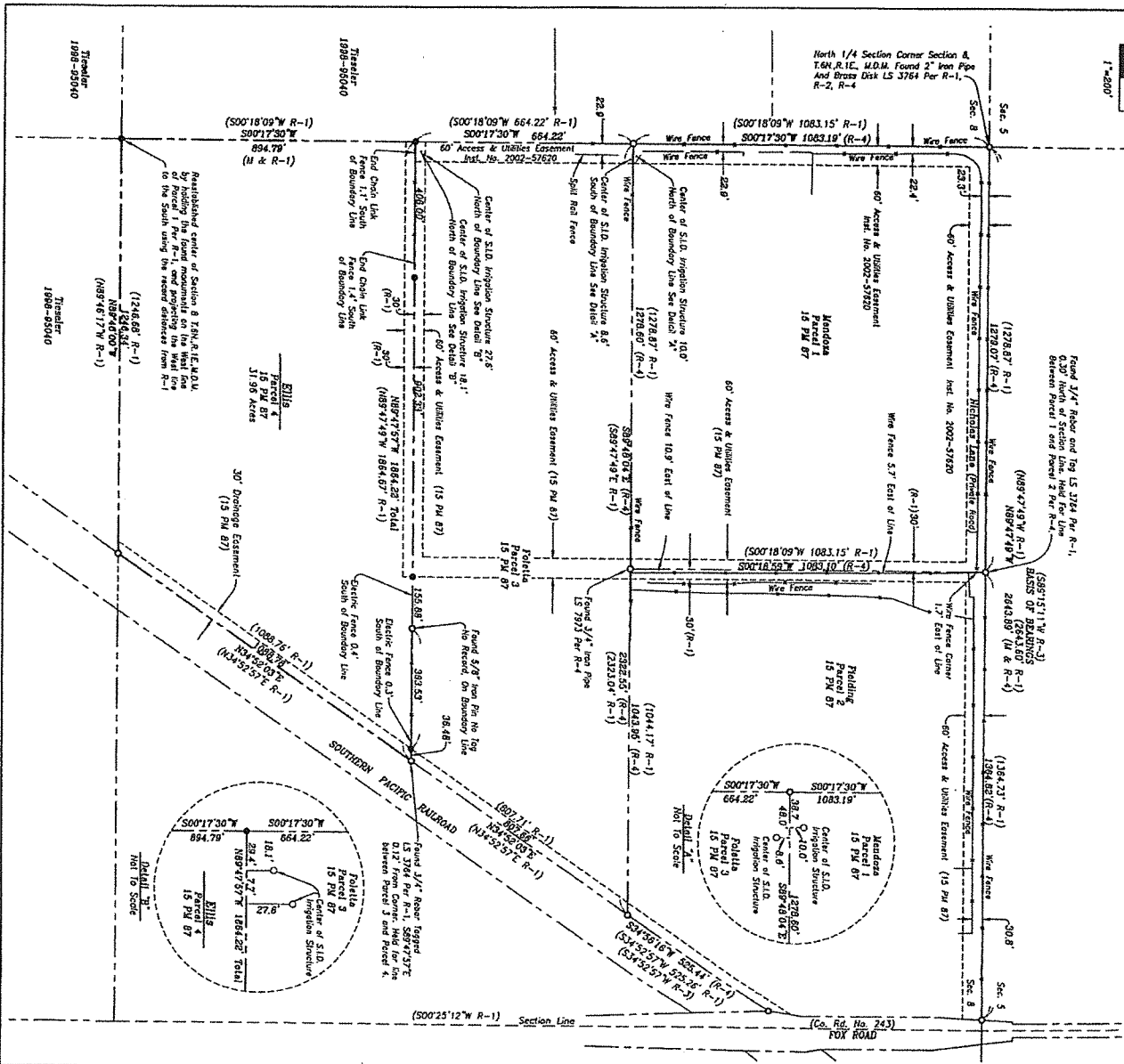
This map has been examined in accordance with Section 8755 of the Professional Land Surveyors Act and this True copy of Section 8 2018.

**BASIS OF BEARINGS**  
The bearings shown herein are based upon the found monuments on the North line of the Northeast 1/4 of Section 8 as shown on the Parcel Map filed for record on Book 15 of Parcel Maps, Page 87, Solano County Records.



## LEGEND

- Found 5/8" Rebar & Top LS 3764P R-1, R-4 Unless Noted
- Set 1/4" x 24" Iron Pipe & Plug LS 7973
- Code
- (H) Measured
- (S) SLO
- (I) Solano Irrigation District
- (R-1) 15 PM 87
- (R-2) 11 RS 99
- (R-3) 11 RS 49
- (R-4) 32 RS 35
- Boundary Line
- Adjoining Line
- Fence Line







# Solano County

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

## 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

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Tuesday, July 23, 2019

8:30 AM

Board of Supervisors Chambers

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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](#)

Continued to 2 PM on the September 24, 2019 Board meeting.



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	24	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Report	<b>Department:</b>	County Administrator
<b>File #:</b>	19-734	<b>Contact:</b>	Matthew A. Davis, 784-6111
<b>Agenda date:</b>	09/24/2019	<b>Final Action:</b>	
<b>Title:</b>	Receive an update from staff and the County's State Legislative Advocate on the status of legislation that is of interest to the County that was discussed at the September 16, 2019 Legislative Committee meeting		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Federal Legislative Update, B - State Legislative Update		

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

### **DEPARTMENTAL RECOMMENDATION:**

It is recommended that the Board receive an update from staff and the County's State Legislative Advocate on the status of legislation that is of interest to the County that was discussed at the September 16, 2019 Legislative Committee meeting.

### **SUMMARY:**

The County's Legislative Advocate, Karen Lange of Shaw/Yoder/Antwih, Inc., will provide a verbal update on developments at the Capitol and key legislation of interest to the County.

### **FINANCIAL IMPACT:**

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

### **DISCUSSION:**

The County's Legislative Committee Members, Supervisor Erin Hannigan and Supervisor John Vasquez met on September 16, 2019 to discuss both Federal and State issues. Karen Lange of Shaw/Yoder/Antwih Inc., the County's state legislative advocate and Joe Krahn, Hasan Sarsour, and Tom Joseph of Paragon Government Relations, the County's federal legislative advocacy team, participated in the meeting as well.

The County's September 16, 2019 Legislative Committee agenda packet can be accessed at the following link: <http://www.solanocounty.com/civicax/filebank/blobdload.aspx?BlobID=30931>

This staff report also includes a federal legislative update from Paragon Government Relations (Attachment A) and a state legislative update on bills Solano County has been following during the 2019-2020 legislative session from Karen Lange of Shaw/Yoder/Antwih, Inc. (Attachment B).

## **ATTACHMENT A**

Federal Legislative Update  
September 16, 2019 Legislative Committee Meeting  
Board of Supervisors | Item no. 19-734

### **Summary of Federal Legislative Report – September 16**

#### **Status of Fiscal Year 2020 Appropriations**

The House comes back into session on September 17 and is expected to vote on a stopgap spending bill that would continue to fund all federal department and agencies into the new fiscal year. The legislation is needed because Congress has yet to finalize a single appropriations measure for the fiscal year that begins this October 1.

While the text of the Continuing Resolution (CR) hasn't been released as of this writing, the short-term extension of federal spending authority is expected to run through November 21. For their part, Republicans have requested that the legislation include language that would allow the Trump administration to continue building border fencing outside the Rio Grande Valley Sector. Democrats consider the language to be a nonstarter and are expected to advance a CR without the provision.

If the House approves the CR, the upper chamber is expected to take up the legislation later in the week. In the meantime, the Senate Appropriations is in the process of advancing the 12 spending bills for fiscal year 2020. To date, the committee has approved the FY20 Energy and Water spending bill, as well as the FY20 Defense funding measure. Three additional appropriations measures are expected to be considered by the committee the week of September 16.

#### **Infrastructure Update**

House and Senate lawmakers have continued their discussions aimed at producing a wide-ranging infrastructure investment package. In the Senate, the Environment and Public Works (EPW) Committee has approved a five-year highway reauthorization bill (S 2302) that would authorize a total of \$287 billion for roads and bridges between fiscal years 2021 and 2025. The proposed investment represents an increase of over 27 percent compared to the current levels authorized under the *FAST Act*, which is set to expire in September of 2020.

Other committees on both sides of Capitol Hill may consider infrastructure-related bills sometime this fall. For starters, wide-ranging water infrastructure legislation (i.e., H.R. 2473 and S. 1932) may be marked up in the House Natural Resources Committee and the Senate Energy and Natural Resources Committee, respectively. The bills would authorize support for a variety of purposes, including water reuse, desalination, surface and groundwater storage projects.

Looking ahead, it remains to be seen if an infrastructure package(s) will cross the legislative finish line this year. The single biggest impediment to clearing such legislation is the fact that there is little or no consensus on how to pay for the new federal spending.

#### **General Legislative Outlook for Fall Session**

There are several major bills that could see action in the coming months. For starters, Congress is expected to finalize the annual *National Defense Authorization Act* (NDAA). The House version of the legislation includes an amendment that would authorize the Secretary of Defense to provide up to \$250,000 per year for the maintenance, preservation, and operation of the Mare Island Naval

## ATTACHMENT A

Federal Legislative Update

September 16, 2019 Legislative Committee Meeting

Board of Supervisors | Item no. 19-734

Cemetery. The amendment stipulates that the funding may only be provided to a historic preservation foundation, which would need to be designated by the City of Vallejo.

In addition, the Senate may vote on legislation (S 684) that would repeal the *Affordable Care Act's* (ACA) unpopular tax on high-cost employer health plans. The tax on these so-called “Cadillac” health insurance plans, which are offered by several counties in California, is slated to take effect in 2022. Potentially complicating efforts to advance the bill in the upper chamber is the fact the Congressional Budget Office has estimated that repealing the tax would cost the federal government nearly \$197 billion over the next ten years. It should be noted that the House overwhelmingly approved a companion Cadillac tax-repeal measure (HR 748) earlier this year.

Finally, the full House could vote on cannabis banking legislation – the *SAFE Banking Act* (HR 1595) – by the end of the month or possibly early next month. In the Senate, the chairman of the Banking Committee has indicated that his panel will be working to advance the same legislation by the end of the year.

**ATTACHMENT B**

State Legislative Update

September 16, 2019 Legislative Committee Meeting

Board of Supervisors | Item no. 19-734

**Solano County Legislation of Interest (as of September 18, 2019)**

Bill ID/Topic	Location	Summary	Position	Notes
<a href="#">AB 35</a> <a href="#">Kalra D</a> Worker safety: blood lead levels: reporting.	ASSEMBLY ENROLLMENT 9/10/2019 - Assembly Rule 77 suspended. Senate amendments concurred in. To Engrossing and Enrolling.	Would require the State Department of Public Health to consider a report from a laboratory of an employee's blood lead level at or above 20 micrograms per deciliter to be injurious to the health of the employee and to report that case within 5 business days of receiving the report to the Division of Occupational Safety and Health. The bill would further provide that the above-described report would constitute a serious violation and subject the employer or place of employment to an investigation, as provided, by the division, and would require the division to make any citations or fines imposed because of the investigation publicly available on an annual basis. <b>Last Amended on 9/3/2019</b>		League Position: Watch CSAC Position: Watch
<a href="#">AB 116</a> <a href="#">Ting D</a> Local government.	ASSEMBLY ENROLLMENT 9/13/2019 - Joint Rule 62(a), file notice suspended. From committee: That the Senate amendments be concurred in. (Ayes 5. Noes 3.) (September 13). Senate amendments concurred in. To Engrossing and Enrolling.	Existing law authorizes the legislative body of a city or a county to establish an enhanced infrastructure financing district, with a governing body referred to as a public financing authority. Would authorize the public financing authority to issue bonds for these purposes without submitting a proposal to the voters. The bill would require the resolution to issue bonds to contain specified information related to the issuance of the bonds. The bill would also require the public financing authority to hold 3 public hearings on an enhanced infrastructure financing plan, as specified. The bill would also make conforming changes. <b>Last Amended on 9/6/2019</b>		
<a href="#">AB 175</a> <a href="#">Gipson D</a>	ASSEMBLY ENROLLED 9/12/2019 - Enrolled and	Current law provides that it is the policy of the state that all minors and nonminors in foster care have specified rights, including, among others, the right to receive medical, dental,		League Position: Watch

**ATTACHMENT B**

State Legislative Update

September 16, 2019 Legislative Committee Meeting

Board of Supervisors | Item no. 19-734

Foster care: rights.	presented to the Governor at 3:30 p.m.	vision, and mental health services, the right to be placed in out-of-home care per their gender identity, regardless of the gender or sex listed in their court or child welfare records. This bill would instead require all children and nonminor dependents in foster care to have these rights and would revise various rights, including providing the right to review their own case plan and plan for permanent placement to children 10 years of age or older regardless of whether they are in a permanent placement and the right to not be prevented from attending Independent Living Program classes by the caregiver as a punishment. <b>Last Amended on 8/30/2019</b>		CSAC Position: Watch
<a href="#"><u>AB 256</u></a> <a href="#"><u>Aguiar-Curry</u></a> <b>D</b>  Wildlife: California Winter Rice Habitat Incentive Program.	ASSEMBLY ENROLLMENT 9/13/2019 - Senate amendments concurred in. To Engrossing and Enrolling.	Current law requires the lessees of the rice lands to have the owners of record execute the contracts and defines “productive agricultural rice lands that are winter-flooded” for these purposes. Current law requires each contract to include, among other things, an agreement by the owner and any lessee to restore, enhance, and protect the waterfowl habitat character of the described land. This bill would no longer require the lessees of the rice lands to have the owners of record execute the contracts and would revise the definition of “productive agricultural rice lands that are winter-flooded.” The bill would revise that agreement to instead require an agreement by the owner and the lessee to restore, enhance, and protect the waterfowl habitat character of an established number of acres of described land that may be annually rotated if the minimum contracted acreage amount is achieved for each of the contracted winter flooding seasons. <b>Last Amended on 9/3/2019</b>		League Position: Watch CSAC Position: Watch
<a href="#"><u>AB 454</u></a> <a href="#"><u>Kalra</u></a> <b>D</b>	ASSEMBLY ENROLLED 9/9/2019 - Enrolled and	The California Migratory Bird Protection Act, would instead, until January 20, 2025, make unlawful the taking or possession of any migratory nongame bird designated in the federal act before		League Position: No position

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Migratory birds: California Migratory Bird Protection Act.	presented to the Governor at 3:30 p.m.	January 1, 2017, any additional migratory nongame bird that may be designated in the federal act after that date, or any part of those migratory nongame birds, except as provided by rules and regulations adopted by the United States Secretary of the Interior under the federal act before January 1, 2017, or subsequent rules or regulations adopted pursuant to the federal act, unless those rules or regulations are inconsistent with the Fish and Game Code. This bill contains other related provisions and other existing laws. <b>Last Amended on 5/16/2019</b>		CSAC Position: Watch
<a href="#"><u>AB 539</u></a> <a href="#"><u>Limón D</u></a>  California Financing Law: consumer loans: charges.	ASSEMBLY ENROLLMENT 9/13/2019 - Read third time. Passed. Ordered to the Assembly. In Assembly. Concurrence in Senate amendments pending. Senate amendments concurred in. To Engrossing and Enrolling.	Would require finance lenders making loans subject to these provisions to, among other requirements, report each borrower's payment performance to at least one consumer reporting agency that compiles and maintains files on consumers on a nationwide basis and to also offer, at no cost to the borrower, a credit education program or seminar that has been previously reviewed and approved by the commissioner, in accordance with specific requirements. The bill would further specify that a licensee may contract for and receive an administrative fee, as described above, in addition to these charges. This bill contains other related provisions and other existing laws. <b>Last Amended on 9/4/2019</b>	Support	League Position: Watch CSAC Position: No position
<a href="#"><u>AB 600</u></a> <a href="#"><u>Chu D</u></a>  Local government: organization: disadvantaged unincorporated communities.	ASSEMBLY ENROLLMENT 9/12/2019 - Senate amendments concurred in. To Engrossing and Enrolling.	The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 provides the authority and procedure for the initiation, conduct, and completion of changes of organization, reorganization, and sphere of influence changes for cities and districts, as specified. Existing law prohibits a local agency formation commission from approving an annexation to a city of any territory greater than 10 acres, or as determined by commission policy, where there exists a disadvantaged unincorporated community that is contiguous to the area of proposed annexation, unless an application to annex the		League Position: Watch CSAC Position: Watch



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		disadvantaged unincorporated community into the subject city has been filed. Under existing law, an application to annex a contiguous disadvantaged community is not required if, among other things, the commission finds that most of the registered voters within the disadvantaged unincorporated community are opposed to the annexation, as specified. This bill would clarify that the prohibition on approving an annexation involving a disadvantaged unincorporated community, as described above, applies to the annexation of territory greater than 10 acres, or smaller as determined by commission policy. <b>Last Amended on 9/4/2019</b>		
<a href="#"><u>AB 754</u></a> <a href="#"><u>Grayson D</u></a>  Regional notification centers: GIS data: excavations.	ASSEMBLY ENROLLMENT 9/14/2019 - Senate amendments concurred in. To Engrossing and Enrolling.	Would require the Department of Technology to provide access to GIS data to a regional notification center, as specified, for purposes of enabling the regional notification center to decide as to whether GIS data can improve the regional notification center's accuracy in performing its functions, and, if so, would authorize a regional notification center to enter into a contract with the department to receive GIS data. The bill would require the department to collect payment from a regional notification center to cover its reasonable costs for providing GIS data pursuant to those provisions. <b>Last Amended on 9/10/2019</b>		
<a href="#"><u>AB 819</u></a> <a href="#"><u>Stone, Mark D</u></a>  Foster care.	ASSEMBLY ENROLLMENT 9/10/2019 - Assembly Rule 77 suspended. Senate amendments concurred in. To Engrossing and Enrolling.	Would require counties and foster family agencies, when a resource family seeks approval by a subsequent foster family agency or transfer of their approval to a county, to request or provide documents in the resource family file maintained by a county or the resource family case record maintained by a foster family agency, including any updates to the file or record. By imposing additional duties on counties, the bill would impose a state-mandated local program. <b>Last Amended on 9/5/2019</b>		League Position: No position CSAC Position: Watch

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<p><a href="#"><u>AB 836</u></a> <a href="#"><u>Wicks</u></a> <b>D</b></p> <p>Wildfire Smoke Clean Air Centers for Vulnerable Populations Incentive Pilot Program.</p>	<p>ASSEMBLY ENROLLED 9/13/2019 - Enrolled and presented to the Governor at 3:30 p.m.</p>	<p>Would establish until January 1, 2025, the Wildfire Smoke Clean Air Centers for Vulnerable Populations Incentive Pilot Program, to be administered by the State Air Resources Board, to provide funding through a grant program to retrofit ventilation systems to create a network of clean air centers in order to mitigate the adverse public health impacts due to wildfires and other smoke events, as specified. The bill would specify that moneys for the program would be available upon appropriation, and that the implementation of these provisions is contingent upon an appropriation by the Legislature in the annual Budget Act or another statute for this purpose. <b>Last Amended on 8/30/2019</b></p>		<p>League Position: Support CSAC Position: Pending</p>
<p><a href="#"><u>AB 849</u></a> <a href="#"><u>Bonta</u></a> <b>D</b></p> <p>Elections: city and county redistricting.</p>	<p>ASSEMBLY ENROLLMENT 9/10/2019 - Assembly Rule 77 suspended. Senate amendments concurred in. To Engrossing and Enrolling.</p>	<p>Current law establishes criteria and procedures pursuant to which cities and counties adjust or adopt council and supervisorial district area boundaries, as applicable, for the purpose of electing members of the governing body of each of those local jurisdictions. This bill would revise and recast these provisions. The bill would require the governing body of each local jurisdiction described above to adopt new district boundaries after each federal decennial census, except as specified. The bill would specify redistricting criteria and deadlines for the adoption of new boundaries by the governing body. The bill would specify hearing procedures that would allow the public to provide input on the placement of boundaries and on proposed boundary maps. The bill would require the governing body to take specified steps to encourage the residents of the local jurisdiction to participate in the redistricting process. <b>Last Amended on 9/4/2019</b></p>		<p>League Position: No position CSAC Position: Neutral</p>
<p><a href="#"><u>AB 936</u></a> <a href="#"><u>Rivas,</u></a> <a href="#"><u>Robert</u></a> <b>D</b></p>	<p>ASSEMBLY ENROLLMENT 9/12/2019 - Senate amendments concurred</p>	<p>Would define “non-floating oil” for purposes of the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act. The bill would require the administrator to include in the revision to the California oil spill contingency plan due on or before January 1,</p>		<p>League Position: Watch CSAC Position: Pending</p>

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Oil spills: response and contingency planning.	in. To Engrossing and Enrolling.	2023, provisions addressing non-floating oil. This bill contains other related provisions and other existing laws. <b>Last Amended on 9/6/2019</b>		
<a href="#"><u>AB 1128</u></a> <a href="#"><u>Petrie-Norris</u></a> D  Program of All-Inclusive Care for the Elderly.	ASSEMBLY ENROLLMENT 9/11/2019 - Assembly Rule 77 suspended. Senate amendments concurred in. To Engrossing and Enrolling.	Would exempt from licensure by the State Department of Public Health a primary care clinic, an adult day health care center, or a home health agency, that is approved by the State Department of Health Care Services to operate exclusively as part of a PACE organization or that provides services to individuals who are being assessed for eligibility to enroll in the PACE program for not more than 60 calendar days after an individual submits an application for enrollment. The bill would instead subject those entities to oversight and regulation by the State Department of Health Care Services. The bill would require those entities to comply with the operating standards described in their respective provisions, except as modified by the State Department of Health Care Services, to meet the needs of PACE participants or those individuals being assessed. <b>Last Amended on 9/6/2019</b>		
<a href="#"><u>AB 1362</u></a> <a href="#"><u>O'Donnell</u></a> D  Electricity: load-serving entities: rate and program information.	ASSEMBLY ENROLLMENT 9/10/2019 - Senate amendments concurred in. To Engrossing and Enrolling.	Would require the Public Utilities commission to post, in a consolidated location on its internet website, residential electric rate tariffs and programs of electrical corporations, electric service providers, and community choice aggregators to enable customers and local governments to compare rates, services, environmental attributes, and other offerings. The bill would require this information to also be available and easily accessible on those electricity providers' internet websites. The bill would require each of those electricity providers to make available to the commission all information about its residential electric rate tariffs and programs. <b>Last Amended on 8/13/2019</b>		League Position: Watch CSAC Position: Pending

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<p><a href="#"><u>AB 1396</u></a> <a href="#"><u>Obernolte R</u></a></p> <p>Protective orders: elder and dependent adults.</p>	<p>ASSEMBLY ENROLLED 9/5/2019 - Enrolled and presented to the Governor at 3 p.m.</p>	<p>Would authorize the court to order a restrained party, if appropriate, to participate in mandatory clinical counseling or anger management courses, as specified, when the court issues a protective order for abuse involving acts of physical abuse or acts of deprivation by a care custodian of goods or services that are necessary to avoid physical harm or mental suffering. The bill would require the Judicial Council, on or before January 1, 2021, to revise or promulgate forms as necessary to effectuate these provisions. <b>Last Amended on 8/19/2019</b></p>		<p>League Position: Watch CSAC Position: Watch</p>
<p><a href="#"><u>AB 1483</u></a> <a href="#"><u>Grayson D</u></a></p> <p>Housing data: collection and reporting.</p>	<p>ASSEMBLY ENROLLMENT 9/12/2019 - Senate amendments concurred in. To Engrossing and Enrolling.</p>	<p>This bill would require a city, county, or special district to maintain on its internet website, as applicable, a current schedule of fees, exactions, and affordability requirements imposed by the city, county, or special district, including any dependent special district, applicable to a proposed housing development project, all zoning ordinances and development standards, and annual fee reports or annual financial reports, as specified. The bill would require a city, county, or special district to provide on its internet website an archive of impact fee nexus studies, cost of service studies, or equivalent, as specified. By requiring a city or county to include this information on its internet website, the bill would impose a state-mandated local program. <b>Last Amended on 9/6/2019</b></p>		<p>League Position: Oppose unless amended CSAC Position: Oppose unless amended</p>
<p><a href="#"><u>AB 1486</u></a> <a href="#"><u>Ting D</u></a></p> <p>Surplus land.</p>	<p>ASSEMBLY ENROLLMENT 9/12/2019 - Senate amendments concurred in. To Engrossing and Enrolling.</p>	<p>Current law prescribes requirements for the disposal of surplus land by a local agency. Current law defines “local agency” for these purposes as every city, county, city and county, and district, including school districts of any kind or class, empowered to acquire and hold real property. This bill would expand the definition of “local agency” to include sewer, water, utility, and local and regional park districts, joint powers authorities, successor agencies to former redevelopment agencies, housing authorities, and other political subdivisions of</p>	<p>Oppose</p>	<p>League Position: Watch CSAC Position: Watch</p>

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		this state and any instrumentality thereof that is empowered to acquire and hold real property, thereby requiring these entities to comply with these requirements for the disposal of surplus land. The bill would specify that the term “district” includes all districts within the state, and that this change is declaratory of existing law. <b>Last Amended on 9/6/2019</b>		
<a href="#"><u>AB 1487</u></a> <a href="#"><u>Chiu D</u></a>  San Francisco Bay area: housing development: financing.	ASSEMBLY ENROLLMENT 9/12/2019 - Senate amendments concurred in. To Engrossing and Enrolling.	Current law provides for the establishment of various special districts that may support and finance housing development, including affordable housing special beneficiary districts that are authorized to promote affordable housing development with certain property tax revenues that a city or county would otherwise be entitled to receive. This bill, the San Francisco Bay Area Regional Housing Finance Act, would establish the Bay Area Housing Finance Authority (hereafter the authority) and would state that the authority’s purpose is to raise, administer, and allocate funding for affordable housing in the San Francisco Bay area, as defined, and provide technical assistance at a regional level for tenant protection, affordable housing preservation, and new affordable housing production. <b>Last Amended on 8/28/2019</b>		
<a href="#"><u>AB 1516</u></a> <a href="#"><u>Friedman D</u></a>  Fire prevention: wildfire risk: defensible space and fuels reduction management.	ASSEMBLY ENROLLMENT 9/11/2019 - Assembly Rule 77 suspended. Senate amendments concurred in. To Engrossing and Enrolling.	Current law requires that a person who owns, leases, controls, operates, or maintains an occupied dwelling or structure in, upon, or adjoining a mountainous area, forest-covered land, brush-covered land, grass-covered land, or land that is covered with flammable material that is within a very high fire hazard severity zone, as designated by a local agency, or a building or structure in, upon, or adjoining those areas or lands within a state responsibility area, to maintain a defensible space of 100 feet from each side and from the front and rear of the structure, as specified. A repeated violation within a specified timeframe of those requirements is a crime. This bill would require a person		League Position: Watch CSAC Position: Watch

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		described above to utilize more intense fuel reductions between 5 and 30 feet around the structure, and to create an ember-resistant zone within 5 feet of the structure, as provided. <b>Last Amended on 9/6/2019</b>		
<a href="#"><u>AB 1560</u></a> <a href="#"><u>Friedman D</u></a>  California Environmental Quality Act: transportation: major transit stop.	ASSEMBLY ENROLLMENT 9/9/2019 - Senate amendments concurred in. To Engrossing and Enrolling. (Ayes 79. Noes 0.).	CEQA requires the Office of Planning and Research to prepare and propose guidelines for the implementation of CEQA by public agencies and the Secretary of the Natural Resources Agency to certify and adopt the guidelines. CEQA requires the office to propose revisions to the guidelines establishing criteria for determining the significance of transportation impacts of projects within transit priority areas to meet certain objectives. CEQA defines “transit priority area” as an area within 1/2 mile of a major transit stop. This bill would revise the definition of “major transit stop” to include a bus rapid transit station, as defined. <b>Last Amended on 8/26/2019</b>		League Position: Watch CSAC Position: Watch
<a href="#"><u>AB 1633</u></a> <a href="#"><u>Grayson D</u></a>  Regional transportation plans: traffic signal optimization plans.	ASSEMBLY ENROLLED 9/11/2019 - Enrolled and presented to the Governor at 3:30 p.m.	Current law designates the Metropolitan Transportation Commission (MTC) as the regional transportation planning agency for the 9-county San Francisco Bay area, with various powers and duties relative to transportation planning, programming, and funding. This bill would authorize a city located within the jurisdiction of MTC to develop and implement a traffic signal optimization plan intended to reduce travel times, the number of stops, and fuel use. The bill would also require the Department of Transportation and a city that develops a traffic signal optimization plan pursuant to these provisions to coordinate on any adjustments to traffic signals owned or operated by the department. <b>Last Amended on 8/21/2019</b>		League Position: Watch CSAC Position: Watch
<a href="#"><u>ACR 1</u></a> <a href="#"><u>Bonta D</u></a>	ASSEMBLY ENROLLMENT 9/13/2019 - Senate amendments concurred	This measure would condemn regulations recently adopted by the Department of Homeland Security to prescribe how a determination of inadmissibility for a person who is not a citizen		League Position: Watch

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Immigration: public charges.	in. To Engrossing and Enrolling.	or national is made based on the likelihood that the person will become a public charge. This measure would also urge the federal government to repeal the new regulations. <b>Last Amended on 9/6/2019</b>		CSAC Position: Watch
<a href="#"><u>SB 5</u></a> <a href="#"><u>Beall</u></a> <b>D</b>  Affordable Housing and Community Development Investment Program.	SENATE ENROLLMENT 9/11/2019 - Assembly amendments concurred in. (Ayes 29. Noes 8.) Ordered to engrossing and enrolling.	Would establish in state government the Affordable Housing and Community Development Investment Program, which would be administered by the Affordable Housing and Community Development Investment Committee. The bill would authorize a city, county, city and county, joint powers agency, enhanced infrastructure financing district, affordable housing authority, community revitalization and investment authority, transit village development district, or a combination of those entities, to apply to the Affordable Housing and Community Development Investment Committee to participate in the program and would authorize the committee to approve or deny plans for projects meeting specific criteria. The bill would also authorize certain local agencies to establish an affordable housing and community development investment agency and authorize an agency to apply for funding under the program and issue bonds, as provided, to carry out a project under the program. <b>Last Amended on 9/5/2019</b>		League Position: Support CSAC Position: Support
<a href="#"><u>SB 6</u></a> <a href="#"><u>Beall</u></a> <b>D</b>  Residential development: available land.	SENATE ENROLLMENT 9/11/2019 - Ordered to special consent calendar. Assembly amendments concurred in. (Ayes 39. Noes 0.) Ordered to engrossing and enrolling.	Would require the Department of Housing and Community Development to furnish the Department of General Services with a list of local lands suitable and available for residential development as identified by a local government as part of the housing element of its general plan. The bill would require the Department of General Services to create a database of that information and information regarding state lands determined or declared excess and to make this database available and searchable by the public by means of a link on its internet website. <b>Last Amended on 9/6/2019</b>		League Position: Watch CSAC Position: Watch

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<p><a href="#"><u>SB 13</u></a> <a href="#"><u>Wieckowski</u></a> <b>D</b></p> <p>Accessory dwelling units.</p>	<p>SENATE ENROLLMENT 9/13/2019 - Read third time. Passed. Ordered to the Senate. In Senate. Concurrence in Assembly amendments pending. Assembly amendments concurred in. (Ayes 34. Noes 4.) Ordered to engrossing and enrolling.</p>	<p>Would authorize the creation of accessory dwelling units in areas zoned to allow single-family or multifamily dwelling residential use. The bill would also revise the requirements for an accessory dwelling unit by providing that the accessory dwelling unit may be attached to, or located within, an attached garage, storage area, or other structure, and that it does not exceed a specified amount of total floor area. <b>Last Amended on 9/6/2019</b></p>	<p>Oppose</p>	<p>League Position: Oppose unless amended CSAC Position: Oppose unless amended</p>
<p><a href="#"><u>SB 19</u></a> <a href="#"><u>Dodd</u></a> <b>D</b></p> <p>Water resources: stream gages.</p>	<p>SENATE ENROLLMENT 9/6/2019 - Assembly amendments concurred in. (Ayes 39. Noes 0.) Ordered to engrossing and enrolling.</p>	<p>Would require the Department of Water Resources and the State Water Resources Control Board, upon an appropriation of funds by the Legislature, to develop a plan to deploy a network of stream gages that includes a determination of funding needs and opportunities for modernizing and reactivating existing gages and deploying new gages, as specified. The bill would require the department and the board, in consultation with the Department of Fish and Wildlife, the Department of Conservation, the Central Valley Flood Protection Board, interested stakeholders, and, to the extent they wish to consult, local agencies, to develop the plan to address significant gaps in information necessary for water management and the conservation of freshwater species. <b>Last Amended on 6/11/2019</b></p>		<p>League Position: Watch CSAC Position: Support</p>
<p><a href="#"><u>SB 49</u></a> <a href="#"><u>Skinner</u></a> <b>D</b></p> <p>Energy: appliance standards and State Water</p>	<p>SENATE ENROLLMENT 9/12/2019 - Assembly amendments concurred in. (Ayes 31. Noes 9.) Ordered to engrossing and enrolling.</p>	<p>Would require the Natural Resources Agency, in collaboration with the Energy Commission and the Department of Water Resources, to assess the opportunities and constraints for potential operational and structural upgrades to the State Water Project to aid California in achieving its climate and energy goals, and to provide associated recommendations consistent with specified purposes and California's energy goals. The bill would</p>		



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Project assessment.		require that the assessment and recommendations include specified elements, including recommendations for state, federal, and other applicable funding sources, as specified. The bill would require that the assessment and recommendations be provided to the appropriate policy committees of the Legislature before January 1, 2022. <b>Last Amended on 9/5/2019</b>		
<a href="#"><u>SB 128</u></a> <a href="#"><u>Beall</u></a> <b>D</b>  Public contracts: Best Value Construction Contracting for Counties Pilot Program.	SENATE ENROLLED 9/6/2019 - Enrolled and presented to the Governor at 2 p.m.	Would authorize the County of Santa Clara and the County of Monterey to utilize this pilot program and would extend the operation of those provisions until January 1, 2025. The bill, instead, would require the board of supervisors of a participating county to submit the report described above to the appropriate policy committees of the Legislature and the Joint Legislative Budget Committee before March 1, 2024. By expanding the crime of perjury, this bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. <b>Last Amended on 7/10/2019</b>	Sponsor	League Position: Watch CSAC Position: Support
<a href="#"><u>SB 137</u></a> <a href="#"><u>Dodd</u></a> <b>D</b>  Federal transportation funds: state exchange programs.	SENATE ENROLLMENT 9/10/2019 - Ordered to special consent calendar. Assembly amendments concurred in. (Ayes 40. Noes 0.) Ordered to engrossing and enrolling.	Current law requires that all moneys in the State Highway Account in the State Transportation Fund derived from federal sources or from appropriations to other state agencies, or deposited in the account by local agencies or by others, to be continuously appropriated to, and available for expenditure by, the Department of Transportation for the purposes for which the money was made available, including, among other purposes, transportation improvements. This bill would authorize the Department of Transportation to allow the above-described federal transportation funds that are allocated as local assistance to be exchanged for nonfederal State Highway Account funds appropriated to the department on a dollar-for-dollar basis for federal local assistance funds received by a city, county, or city and county, as specified. The bill would require, among other things, the total amount of federal funds exchanged to not		League Position: Support CSAC Position: Sponsor

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		exceed \$100,000,000 during each federal fiscal year. <b>Last Amended on 9/3/2019</b>		
<a href="#">SB 139</a> <a href="#">Allen D</a>  Independent redistricting commissions.	SENATE ENROLLMENT 9/11/2019 - Assembly amendments concurred in. (Ayes 30. Noes 10.) Ordered to engrossing and enrolling.	Would, with certain exceptions, require a county with more than 400,000 residents on and after January 1, 2019, and on and after January 1 of every subsequent year ending in the number 9, to establish by March 1, 2021, and by March 1 of every subsequent year ending in the number one, either a 9-member or 12-member independent redistricting commission to adopt the county's supervisorial districts after each federal decennial census pursuant to a specified procedure. The bill would require a county that does not pass an ordinance to establish a commission by March 1, 2020, and by March 1 of every subsequent year ending in the number zero to establish a 12-member commission pursuant to those procedures. The bill would require a commission established pursuant to those procedures to take steps to encourage county residents to participate in the redistricting process, and would specify certain procedures for the commission's hearing process relating to notice, the number of hearings, and translation of hearings. <b>Last Amended on 9/3/2019</b>		League Position: Watch CSAC Position: Oppose
<a href="#">SB 155</a> <a href="#">Bradford D</a>  California Renewables Portfolio Standard Program: integrated resource plans.	SENATE ENROLLED 9/12/2019 - Enrolled and presented to the Governor at 9 a.m.	Current law requires the Public Utilities Commission to direct each retail seller to prepare and submit an annual report to the commission that includes specified information on the retail seller's compliance with requirements related to eligible renewable energy resource procurement. This bill would require the commission to review each annual compliance report filed by a retail seller, to notify a retail seller if the commission has determined, based upon its review, that the retail seller may be at risk of not satisfying the renewable procurement requirements for the then-current or future compliance period,		League Position: Watch CSAC Position: Watch

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		and to provide recommendations in that circumstance regarding satisfying those requirements. <b>Last Amended on 8/30/2019</b>		
<a href="#"><u>SB 163</u></a> <a href="#"><u>Portantino D</u></a>  Health care coverage: pervasive developmental disorder or autism.	SENATE ENROLLMENT 9/11/2019 - Assembly amendments concurred in. (Ayes 40. Noes 0.) Ordered to engrossing and enrolling.	The federal Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA) requires group health plans and health insurance issuers that provide both medical and surgical benefits and mental health or substance use disorder benefits to ensure that financial requirements and treatment limitations applicable to mental health or substance use disorder benefits are no more restrictive than the predominant requirements or limitations applied to substantially all medical and surgical benefits. Current state law subjects non-grandfathered individual and small group health care service plan contracts and health insurance policies that provide coverage for essential health benefits to those provisions of the MHPAEA. This bill would revise the definition of behavioral health treatment to require the services and treatment programs provided to be based on behavioral, developmental, relationship-based, or other evidence-based models. The bill would remove the exception for health care service plans and health insurance policies in the Medi-Cal program, consistent with the MHPAEA. <b>Last Amended on 9/5/2019</b>		League Position: No position CSAC Position: Neutral
<a href="#"><u>SB 167</u></a> <a href="#"><u>Dodd D</u></a>  Electrical corporations: wildfire mitigation plans.	SENATE ENROLLMENT 9/6/2019 - Ordered to special consent calendar. Assembly amendments concurred in. (Ayes 39. Noes 0.) Ordered to engrossing and enrolling.	Current law requires each electrical corporation to annually prepare and submit a wildfire mitigation plan to the Wildfire Safety Division for review and approval. Current law requires those wildfire mitigation plans to include specified information, including protocols for disabling reclosers and deenergizing portions of the electrical distribution system that consider the associated impacts on public safety, as well as protocols related to mitigating the public safety impacts of those protocols, including impacts on critical first responders and on health and		League Position: Watch CSAC Position: Support

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		communication infrastructure. This bill would require each electrical corporation, as part of those protocols, to additionally include protocols related to mitigating the public safety impacts of disabling reclosers and deenergizing portions of the electrical distribution system that consider the impacts on customers who are receiving medical baseline allowances. <b>Last Amended on 8/30/2019</b>		
<a href="#"><u>SB 255</u></a> <a href="#"><u>Bradford</u></a> <b>D</b>  Women, minority, disabled veteran, and LGBT business enterprise procurement: electric service providers: energy storage system companies: community choice aggregators.	SENATE ENROLLMENT 9/10/2019 - Ordered to special consent calendar. Assembly amendments concurred in. (Ayes 40. Noes 0.) Ordered to engrossing and enrolling.	Current law directs the Public Utilities Commission to require every electrical corporation, gas corporation, water corporation, wireless telecommunications service provider, and telephone corporation with annual gross revenues exceeding \$25,000,000, and their regulated subsidiaries and affiliates, to annually submit a detailed and verifiable plan for increasing procurement from women, minority, disabled veteran, and LGBT business enterprises in all categories, including renewable energy, wireless telecommunications, broadband, smart grid, and rail projects. This bill would change the \$25,000,000 annual gross revenue threshold above which these requirements become applicable to \$25,000,000 in gross annual California revenues, and would extend these requirements to electric service providers, as specified. <b>Last Amended on 9/3/2019</b>		League Position: Watch CSAC Position: Pending
<a href="#"><u>SB 284</u></a> <a href="#"><u>Beall</u></a> <b>D</b>  Juvenile justice: county	SENATE ENROLLED 9/10/2019 - Enrolled and presented to the Governor at 4 p.m.	Current law generally requires a county from which a person is committed to the Department of Corrections and Rehabilitation, Division of Juvenile Justice, to pay to the state an annual rate of \$24,000 while the person remains under the direct supervision of the division or remains cared for and supported at the expense of the division. This bill would increase that annual rate	Oppose	

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support of wards.		to \$125,000 if the offense on which the commitment is based, had it been filed in a court of criminal jurisdiction at the time of adjudication, had a maximum aggregate sentence of fewer than 7 years or if the offense on which the commitment is based occurred when the person was 15 years of age or younger. <b>Last Amended on 4/9/2019</b>		
<a href="#">SB 330</a> <a href="#">Skinner D</a>  Housing Crisis Act of 2019.	SENATE ENROLLMENT 9/6/2019 - Assembly amendments concurred in. (Ayes 30. Noes 4.) Ordered to engrossing and enrolling.	The Housing Accountability Act requires a local agency that proposes to disapprove a housing development project that complies with applicable, objective general plan and zoning standards and criteria that were in effect at the time the application was deemed to be complete, or to approve it on the condition that it be developed at a lower density, to base its decision upon written findings supported by substantial evidence on the record that specified conditions exist, and places the burden of proof on the local agency to that effect. The act requires a court to impose a fine on a local agency under certain circumstances and requires that the fine be at least \$10,000 per housing unit in the housing development project on the date the application was deemed complete. This bill would, until January 1, 2025, specify that an application is deemed complete for these purposes if a preliminary application was submitted, as specified. <b>Last Amended on 8/12/2019</b>	Oppose	5/15/19 Letter received and sent to Committees: Senate Housing Committee Senate Appropriations Committee Senate Governance and Finance Committee 8/1/19 Oppose Letter sent to Approps  League Position: Oppose CSAC Position: Oppose unless amended
<a href="#">SB 393</a> <a href="#">Stone R</a>  Vessels: impoundment.	SENATE ENROLLED 9/6/2019 - Enrolled and presented to the Governor at 2 p.m.	Would authorize a court to order the impoundment of a vessel, as defined, for a period of not less than one nor more than 30 days, if the registered owner is convicted of a specified crime involving the operation of a vessel while under the influence of an alcoholic beverage, any drug, or the combined influence of an alcoholic beverage and any drug and the conduct resulted in the		League Position: No position CSAC Position: No position

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		unlawful killing of a person. The bill would authorize a court to consider certain factors in the interest of justice when determining whether a vessel used in the commission of such a crime shall be impounded pursuant to those provisions. <b>Last Amended on 8/22/2019</b>		
<a href="#"><u>SB 438</u></a> <a href="#"><u>Hertzberg</u></a> D  Emergency medical services: dispatch.	SENATE ENROLLED 9/10/2019 - Enrolled and presented to the Governor at 4 p.m.	Would prohibit a public agency from delegating, assigning, or contracting for "911" emergency call processing services for the dispatch of emergency response resources unless the delegation or assignment is to, or the contract or agreement is with, another public agency. The bill would exempt from that prohibition a public agency that is a joint powers authority that delegated, assigned, or contracted for "911" call processing services on or before January 1, 2019, under certain conditions. <b>Last Amended on 7/11/2019</b>	Oppose Unless Amended	8/13/19 letter uploaded in portal  League Position: Oppose unless amended CSAC Position: Neutral
<a href="#"><u>SB 453</u></a> <a href="#"><u>Hurtado</u></a> D  Older adults.	SENATE ENROLLMENT 9/10/2019 - Ordered to special consent calendar. Assembly amendments concurred in. (Ayes 40. Noes 0.) Ordered to engrossing and enrolling.	Would require the California Department of Aging to develop a core model of ADRC best practices, and would require ADRC programs operated jointly by area agencies on aging and independent living centers to implement these best practices by July 1, 2022. In developing those best practices, the bill would require the department to consider specified practices, including, among others, a person-centered counseling process. The bill would delete the contingent operation and instead make the implementation of these provisions, and the existing ADRC provisions, contingent on an appropriation of funds for that express purpose. <b>Last Amended on 9/5/2019</b>		
<a href="#"><u>SB 676</u></a> <a href="#"><u>Bradford</u></a> D  Transportation electrification:	SENATE ENROLLMENT 9/11/2019 - Ordered to special consent calendar. Assembly amendments concurred in. (Ayes 39.	Would require the PUC, by December 31, 2020, in an existing proceeding, to establish strategies and quantifiable metrics to maximize the use of feasible and cost-effective electric vehicle grid integration, as defined, by January 1, 2030, as specified. The bill would require the PUC to reference the electric vehicle grid		League Position: Watch CSAC Position: Pending

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electric vehicles: grid integration.	Noes 0.) Ordered to engrossing and enrolling.	integration strategies in relevant ongoing and subsequent proceedings that address issues of transportation electrification in any part and to identify how programs and investments that the PUC may approve will advance the achievement of the strategies. The bill would require the PUC, when executing its transportation electrification responsibilities, to consider how, or if, electric vehicle grid integration can mitigate any generation, transmission, or distribution costs, or increase the economic, social, or environmental benefits associated with transportation electrification, and to not foreclose future utilization of electric vehicle grid integration. <b>Last Amended on 9/6/2019</b>		
<a href="#"><u>SB 782</u></a> <b>Committee on Labor, Public Employment and Retirement</b>  Public employees' and judges' retirement: administration.	SENATE ENROLLED 9/10/2019 - Enrolled and presented to the Governor at 4 p.m.	The Public Employees' Retirement Law (PERL) creates the Public Employees' Retirement System (PERS), which provides defined benefits to members of the system based on final compensation, credited service, and age at retirement, subject to certain variations. PERL vests management and control of PERS in its board of administration. Current law also creates the Judges' Retirement System (JRS) and the Judges' Retirement System II (JRS II) for the provision of benefits to judges, both of which the Board of Administration of the Public Employees' Retirement System administers. This bill would make technical changes to these provisions to specify that they apply to current and former member agencies of an agency that has an agreement with the board of administration in existence as of January 1, 2019. <b>Last Amended on 8/12/2019</b>		League Position: Watch CSAC Position: Watch