

Solano County

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



Agenda - Final

Tuesday, October 1, 2019

9:00 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 - 9:00 A.M.

ROLL CALL

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

PRESENTATIONS

Board of Supervisors:

- 1 [19-746](#) Adopt and present a resolution recognizing October 2019 as Domestic Violence Awareness Month in Solano County (Supervisor Vasquez)

Attachments: [A - Resolution](#)

Health and Social Services:

- 2 [19-719](#) Adopt and present a resolution recognizing October 20-26, 2019 as National Childhood Lead Poisoning Prevention Week in Solano County (Chairwoman Hannigan)

Attachments: [A - Resolution](#)

ITEMS FROM THE PUBLIC

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

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

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

APPROVAL OF THE CONSENT CALENDAR

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

CONSENT CALENDAR**GENERAL GOVERNMENT**County Counsel:

- 3 [19-752](#) Approve 2 contracts with Thomson Reuters (dba West Publishing Corporation) in amounts not to exceed \$102,627 for a Prolaw Software License Agreement for the term October 1, 2019 through June 30, 2020, and \$111,446 for Westlaw online legal research services for the term of October 1, 2019 through December 31, 2022; Authorize the County Administrator to execute the contracts; and Approve an Appropriation Transfer Request (ATR) in the amount of \$123,635 to recognize unanticipated litigation revenue (4/5 vote required)

Attachments: [A - Prolaw Agreement](#)
 [B - Westlaw Agreement](#)

Auditor-Controller:

- 4 [19-749](#) Accept the Annual Audit of the Statement of Assets of the Solano County Treasury as of June 30, 2019

Attachments: [A - Treasury Audit Report FY2018-19 Q4](#)

HEALTH AND SOCIAL SERVICESHealth and Social Services:

- 5 [19-720](#) Approve a contract with Innovative Health Solutions for \$360,000 to provide nutrition education classes and events from October 1, 2019 through September 30, 2022; and Authorize the County Administrator to execute the contract
- 6 [19-721](#) Adopt a resolution and plaque of appreciation honoring Patricia A. Jacobs, Office Assistant III, Health & Social Services Department, Public Health Division, Older & Disabled Adult Services Bureau, upon her retirement with over 32 years of dedicated public service to Solano County
- 7 [19-718](#) Adopt a resolution to authorize the County to submit an application to the Department of Health Care Services for one-time funds for the Whole Person Care Pilot program to invest in long-term or short-term housing for Medi-Cal beneficiaries who are mentally ill and are experiencing homelessness or at-risk of homelessness; and Delegate authority to the County Administrator to approve an Appropriation Transfer Request (ATR) for \$1,603,828 once the California Department of Healthcare Services approves the Whole Person Care application (4/5 vote required)

Attachments: [A - Resolution](#)

CRIMINAL JUSTICEProbation:

- 8 [19-740](#) Adopt a resolution authorizing the Solano County Probation Department to participate in the Youth Reinvestment Grant Program funded through the State of California Recidivism Reduction Fund and Administered by the Board of State and Community Corrections (BSCC); Authorize the Chief of Probation or his designee to execute Grant Agreement Number BSCC 592-19 with the BSCC for the program effective July 1, 2019 through February 28, 2023 in the amount of \$300,000; and Approve an Appropriations Transfer Request (ATR) of \$100,000 in unanticipated revenue from the BSCC (4/5 vote required)

Attachments: [A - Resolution](#)

LAND USE/TRANSPORTATIONResource Management:

- 9 [19-744](#) Adopt a resolution proclaiming the second week of October as Code Enforcement Officer Appreciation Week in Solano County
- 10 [19-756](#) Approve a plaque of appreciation honoring Karen Avery, Senior Planner, upon her retirement from the Department of Resource Management with over 13 years of dedicated public service to Solano County

MISCELLANEOUS ITEMSResource Management:

- 11 [19-737](#) Appoint the Director of Resource Management as Solano County's Authorized Designee to review timberland conversions of less than three (3) acres in response to a request from the California Board of Forestry and Fire Protection

Attachments: [A - Board of Forestry and Fire Protection Request](#)

REGULAR CALENDAR

Rescheduled Consent Items

Consider the following:

- A)
- B)
- C)

LAND USE/TRANSPORTATION

Resource Management:

- 12 [19-742](#) Receive an initial review and assessment of affordable housing efforts in Solano County prepared by Consero Solutions in coordination with the Department of Resource Management and the County Administrators Office; and Provide comments and direction to staff and the consultant team for formulating recommendations on the County's approach to affordable housing moving forward

Attachments: [A - Findings Memo](#)
 [B - Options Memo](#)
 [C - Funding Recommendations Memo](#)

GENERAL GOVERNMENT

Information Technology

- 13 [19-747](#) Receive a presentation and consider adopting a resolution recognizing October 2019 as National Cybersecurity Awareness Month

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

Auditor-Controller

- 14 [19-733](#) Accept the Auditor-Controller's Follow-up Review Report on the Solano County Fair Audit for the years ended December 31, 2017 & 2016

Attachments: [A - SCF Follow-Up Report](#)

Solano County Fair Association

- 15 [19-759](#) Receive a verbal update from the Solano County Fair Association

County Administrator:

- 16 [19-723](#) Receive an update on implementation of the Solano360 Specific Plan and status of the Fairgrounds Demolition Project at the Solano County Fairgrounds in Vallejo; and Consider the Solano County Fair Association's request to access and use County controlled areas at the Solano County Fairgrounds site for fireworks events on December 31, 2019 and January 25, 2020 only

Attachments: [A - Site Map](#)
 [B - List of Structures for Demolition](#)
 [C - Land Use Map](#)
 [D - Site Fireworks Aerial Map](#)

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

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



Solano County

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Agenda Submittal

Agenda #:	1	Status:	Presentation
Type:	Resolution-Presentation	Department:	Board of Supervisors
File #:	19-746	Contact:	John M. Vasquez, 784-6129
Agenda date:	10/01/2019	Final Action:	
Title:	Adopt and present a resolution recognizing October 2019 as Domestic Violence Awareness Month in Solano County (Supervisor Vasquez)		
Governing body:	Board of Supervisors		
District:	District 4		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

Supervisor Vasquez requests the Board adopt and present a resolution recognizing October 2019 as Domestic Violence Awareness Month in Solano County.

SUMMARY/DISCUSSION:

Domestic Violence Awareness Month evolved from the "Day of Unity" in October 1981 and was conceived by the National Coalition Against Domestic Violence. The intent was to connect advocates across the nation who were working to end domestic violence. The Day of Unity soon became a weeklong observance and in 1987, the first Domestic Violence Month was observed. In 1989, the U.S. Congress passed Public Law 101-112 designating October of that year as National Domestic Violence Awareness Month. Such legislation has passed every year since. At the local level, just as at the national level, Solano County also observes the month of October as Domestic Violence Awareness Month.

FINANCIAL IMPACT:

The costs associated with preparing this agenda item are nominal and absorbed by the District 4 FY2019/20 Adopted Budget. The costs associated with preparation and purchase of the resolution materials are included in the Board's FY2019/20 Adopted Budget.

ALTERNATIVES:

The Board could choose not to approve this resolution, however, that is not recommended as this is an opportunity to raise awareness of an issue that impacts the community. In addition, this presentation is a time to provide support to victims of abuse as well as inform Solano County residents of the resources available to victims of violence and their families.

OTHER AGENCY INVOLVEMENT:

Solano Family Justice Center; Solano County District Attorney's Office

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2019-

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING OCTOBER 2019 AS DOMESTIC VIOLENCE AWARENESS MONTH IN SOLANO COUNTY

WHEREAS, domestic violence is a pattern of abusive and threatening behaviors perpetrated by an intimate partner or family member. Ninety-five percent of all domestic violence victims are women and more specifically, women between the ages of 18 and 34 endure the highest rate of domestic violence; and

WHEREAS, each year in the United States over 4 million women experience physical assault and rape by their partners. One in three female homicide victims are murdered by their current or former partner every year and an estimated 3.3 million children are exposed to violence by family members. These children suffer deep and lasting emotional effects and are more likely to continue the cycle of abuse from one generation to the next; and

WHEREAS, the Board of Supervisors recognizes the importance of supporting countywide efforts to reduce incidents of domestic violence. There are many agencies and organizations within Solano County that serve those who are dealing with domestic violence The Solano Family Justice Center (SFJC) is a model program designed to reduce barriers for victims seeking services. The SFJC helps to connect Solano County residents who are victims of domestic violence and abuse with the support services and care they need at a critical moment in their lives; and

WHEREAS, since the passage of the federal Violence Against Women Act in 1994, the awareness and response to domestic violence has drastically improved. What was once viewed as a private issue in the past is now a much more public and immediate concern. Laws have changed as has our culture. Support services have also multiplied as public awareness has increased over the decades.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby recognize October 2019 as Domestic Violence Awareness Month in Solano County and applauds all the agencies working to reduce incidents of domestic violence in our community. Solano County stands with domestic violence survivors and will continue to work to ensure peace in its homes, families and community.

Dated this 1st day of October, 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

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Agenda Submittal

Agenda #:	2	Status:	Presentation
Type:	Resolution	Department:	Health and Social Services
File #:	19-719	Contact:	Gerald Huber, 784-8400
Agenda date:	10/01/2019	Final Action:	
Title:	Adopt and present a resolution recognizing October 20-26, 2019 as National Childhood Lead Poisoning Prevention Week in Solano County (Chairwoman Hannigan)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services recommends that the Board adopt a resolution recognizing October 20-26, 2019 as National Childhood Lead Poisoning Prevention Week in Solano County.

SUMMARY:

Solano County's Childhood Lead Poisoning Prevention Program joins efforts of the California Department of Public Health Childhood Lead Poisoning Prevention Branch and the Centers for Disease Control and Prevention in recognizing the fourth week of October as National Childhood Lead Poisoning Prevention Week. This year's theme is: "Dust and dirt with lead can hurt, keep kids away from lead where they play." The purpose of this resolution is to increase the community's awareness about childhood lead poisoning and prevention efforts in Solano County.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and are 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.

DISCUSSION:

Childhood Lead Poisoning Prevention Program (CLPPP) is a program in the Health and Social Services Department - Public Health Division. CLPPP works to promote routine blood lead testing for at-risk children and to prevent exposures to lead for all Solano County families. With funding from the California Department of Public Health Childhood Lead Poisoning Prevention Branch, CLPPP provides home visits by a Public Health Nurse and environmental investigations by an Environmental Health Specialist to families of children

meeting the State case threshold for lead poisoning. Depending on the case, a complete physical, psychological and environmental assessment of the child and family may be necessary.

In FY2018/19, 114 new children were reported to have elevated lead levels in their blood in Solano County. This is a slight decrease from FY2017/18, when 124 new cases were reported. The CLPPP provided education and outreach to families and primary care providers involved in each confirmed case. Due to sustained elevated blood lead levels, case management was continued for ten of the children that were reported to CLPPP in prior years. Three environmental investigations were conducted by the Department of Resource Management Division of Environmental Health Services and lead was found in paint and dust in the interior of one home. The other two residences had no detectable lead in the home environment. All families were provided with recommendations to reduce lead exposure in their children's environment.

According to the Centers for Disease Control and Prevention, there is no safe level of lead in the body. Pregnant women with elevated lead levels may pass lead to their unborn child. Children six years of age and under are at increased risk for lead poisoning due to rapid brain growth and because they often put their hands and other objects in their mouths. Children living at or below the poverty level and some racial and ethnic groups are at greater risk of lead poisoning because they often reside in older housing. According to the National Safety Council, most children with lead poisoning have lived in homes built before 1978, when paint in homes was known to contain lead.

Deteriorating or disturbed lead-based paint can create lead contaminated dust that is harmful if inhaled or swallowed. Even very small amounts of lead can harm a child's brain, nerves and kidneys, potentially impacting how they learn, pay attention and behave. Lead poisoned children usually have no symptoms. The only way to check for lead poisoning is to have a blood lead test administered by a medical provider. Children with a risk of exposure to lead should be tested at both 12 and 24 months of age. Children three to six years of age who are at risk and have not been tested at an earlier age should also have a blood lead test. It is important to find and address any sources of lead in a child's daily life in order to reduce lead exposures. Lead poisoning is preventable. The key is to keep children from coming into contact with lead.

In addition to exposures to lead contaminated dusts and soil, which represent the most common sources of lead for children, parents and other adults in a household can sometimes bring lead home from work where lead dust can settle on hair, clothes and shoes. If a person works at painting and remodeling sites, with radiator repairs, recycling scrap metal, with batteries, soldering, pottery making, and target shooting, clothes should be changed before getting into a car or entering a home. A child can also be exposed to lead from some home remedies (e.g. bright orange, yellow or white powders for a stomach ache), make-ups (Kohl, Khali, Surma, or Sindoor), foods or spices (chapulines or turmeric), fishing sinkers, lead solder, some traditional pottery, antique water crocks or dishes, some metal jewelry, and some toys.

With the recent settlement of the lead exposure nuisance lawsuit brought by Solano County and nine other local jurisdictions against multiple paint manufacturers, Solano County will be provided with funds to identify and abate lead hazards in homes of children in the County.

ALTERNATIVES:

The Board may choose not to adopt and present this resolution recognizing the fourth week of October as National Childhood Lead Poisoning Prevention Week. This is not recommended, because this resolution supports efforts to improve the health and well-being of families that live, learn, work, and play in Solano County.

OTHER AGENCY INVOLVEMENT:

The Childhood Lead Poisoning Prevention Program is managed by Solano County's Health and Social Services Department, Public Health Division. Services are provided in partnership with the Department of Resource Management.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2019 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING THE WEEK OF OCTOBER 20-26, 2019 AS NATIONAL CHILDHOOD LEAD POISONING PREVENTION WEEK IN SOLANO COUNTY

WHEREAS, the 2019 National Childhood Lead Poisoning Prevention Week theme is, “Dust and dirt with lead can hurt, keep kids away from lead where they play”; and

WHEREAS, childhood lead poisoning is a significant environmental health problem in California; it is a silent but harmful environmental condition that primarily affects children under six years of age because of their frequent hand to mouth activity and because children’s rapidly growing and developing bodies absorb more lead; children at or below the federal poverty level living in older housing are at greatest risk; and

WHEREAS, no level of lead in the body is safe; lead is a potent neurotoxin that can damage a child’s brain and nervous system; childhood lead poisoning may appear as learning and behavior issues; it is associated with Attention Deficit Hyperactive Disorder, developmental delay, speech and language deficiencies and cognitive deficiencies; and

WHEREAS, most children become lead poisoned from dust produced by deteriorating lead paint in homes built before 1978 or from lead contaminated soil; childhood lead hazards are most commonly associated with chipping or peeling paint and bare soil containing lead, but may also be caused by certain glazed ceramics and dishware, toys and jewelry, some home remedies, and religious and cultural powders such as sindoor, surma and turmeric; childhood lead hazards also include take-home work and hobby exposures that involve lead; and

WHEREAS, eating healthy foods can help keep children safe from lead; and

WHEREAS, most children with lead poisoning do not look or act sick; lead poisoning can only be identified with a blood test performed by a qualified medical professional; all children under age six years should be evaluated for lead poisoning risks and at-risk children should receive a blood lead test at 12 and 24 months; and

WHEREAS, Solano County’s Childhood Lead Poisoning Prevention Program and Department of Resource Management continue to work with medical providers in conducting recommended testing for lead poisoning in children and continue to identify environmental, cultural and product sources of lead in Solano County; and

WHEREAS, settlement of the lead exposure nuisance lawsuit brought by Solano County and nine other local jurisdictions against multiple paint manufacturers will provide Solano County with funds to be used to identify and abate lead hazards in homes of Solano County children.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors does hereby recognize the week of October 20-26, 2019 as National Childhood Lead Poisoning Prevention Week in Solano County.

Dated this 1st day of October, 2019

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	3	Status:	Consent Calendar
Type:	Contract	Department:	County Counsel
File #:	19-752	Contact:	Bernadette S. Curry, 784-6151
Agenda date:	10/01/2019	Final Action:	
Title:	Approve 2 contracts with Thomson Reuters (dba West Publishing Corporation) in amounts not to exceed \$102,627 for a Prolaw Software License Agreement for the term October 1, 2019 through June 30, 2020, and \$111,446 for Westlaw online legal research services for the term of October 1, 2019 through December 31, 2022; Authorize the County Administrator to execute the contracts; and Approve an Appropriation Transfer Request (ATR) in the amount of \$123,635 to recognize unanticipated litigation revenue (4/5 vote required)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Prolaw Agreement, B - Westlaw Agreement		

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

DEPARTMENTAL RECOMMENDATION:

County Counsel recommends that the Board:

1. Approve 2 contracts with West Publishing Corporation (doing business as Thomson Reuters Elite) in amounts not to exceed \$102,627 for a Prolaw Software License Agreement for the term October 1, 2019 through June 30, 2020, and \$111,446 for Westlaw online legal research services for the term of October 1, 2019 through December 31, 2022;
2. Authorize the County Administrator to execute the two contracts; and
3. Approve an Appropriation Transfer Request (ATR) in the amount of \$123,635 to recognize unanticipated litigation revenue (4/5 vote required).

SUMMARY:

County Counsel is recommending that the Board approve two contracts with West Publishing - one for Prolaw Service, a time/case management software system, and Westlaw an online legal research tool.

FINANCIAL IMPACT:

The cost for the new software and transitioning to Westlaw in FY2019/20 will be funded with unanticipated revenue received from the lead based paint litigation settlement. County Counsel has received unanticipated

revenue of \$195,510 and recommends recognizing \$123,635 of the revenue to fund the two contracts in FY2019/20. Costs for Westlaw online legal research services in future fiscal years will be absorbed in the department's budget by canceling the current Lexis-Nexis online legal service subscription and the elimination of many hardcopy print editions of legal treatises as County Counsel staff will access online legal resources through Westlaw. The Prolaw Software License Agreement is estimated to be \$78,591 for FY2020/21 and \$82,256 for FY2021/22. However, it will provide efficiencies through utilization of attorney time and improved case management.

DISCUSSION:

The Office of the Solano County Counsel provides general legal advice to all County departments as well as other independent local agencies and special districts. Such legal services include a range of areas, including the prosecution of major caseloads of juvenile dependency, conservatorships and probate, labor relations, grievance arbitration and related litigation, personnel discipline, zoning, building, and other code enforcement. With its diversity of practice, the office operates similarly to a public equivalent of a private law firm. However, most law firms of this office's size utilize time and case management software systems to assist in tracking litigation milestones and billing of attorney time.

In looking at areas to improve efficiency, staff reviewed various options on the market today to automate the practice of law. We surveyed other county counsel offices throughout the state to compare what like offices are using. Staff selected Prolaw Service, which is owned by West Publishing, a subsidiary of Thomson Reuters, that integrates with Microsoft Outlook and Word to streamline the calendaring of court appearances, facilitate the creation and storage of client specific files, and overall, measure attorney efficiency by better capturing and tracking attorney billable hours. Prolaw is used by many other county counsel offices, specifically Kings, Sacramento, San Mateo, Santa Clara, and Tulare Counties. The benefit of Prolaw is that the software is highly customizable to the needs of the particular office.

The proposed contract provides annual access for up to 20 licensed users in the office to software that integrates with both state and federal court rules along with cloud hosting of 5 terabytes of the office's case files. It also provides for up to 176 hours of training and support services, which includes software customization to meet the office's needs.

While negotiating the Prolaw contract, staff reviewed other opportunities to achieve greater efficiencies. County Counsel staff currently use a mixture of online research materials through Lexis-Nexis, its current provider, while maintaining a significant hardcopy print library of certain legal resources not offered by its current online provider. Prolaw is fully integrated with Westlaw, the competitor to Lexis-Nexis, and, as part of contract negotiations, was offered a promotional savings to switch to Westlaw during the development and integration of Prolaw. Though Westlaw is more costly than Lexis-Nexis on a monthly basis, Westlaw offers efficiencies through regular current legal updates, expanded legal resources, and certain print legal resources could be eliminated if such materials were offered online. Staff is recommending switching to Westlaw to integrate with Prolaw which would reduce the overall print subscription costs of the office.

In preparing this agenda item, staff confirmed the Public Defender's Office, as well as the County Law Library, use Westlaw.

ALTERNATIVES:

The Board may choose not to approve these contracts; however, that is not recommended because the use of Prolaw will allow attorneys to become more efficient in case management, particularly, with the integration of a compatible online legal library in Westlaw.

OTHER AGENCY INVOLVEMENT:

The Department of Information Technology was consulted and supports the department's request.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County Counsel

Fees Schedule

August 22, 2019

Company Confidential

SUBMISSION INSTRUCTIONS

- Please sign and date where indicated in the agreement
- Please include the project and billing information where indicated in the agreement
- Please return all pages of the agreement to sales representative



Thomson Reuters Elite offers an end-to-end enterprise business management solution that allows law firms and professional services organizations to run all operational aspects of their firms including business development, risk management, client and matter management, and financial management. For over 60 years, we've demonstrated we understand the business and financial aspects of firm operations with proven tools under the 3E, Enterprise, ProLaw, eBillingHub, Enterprise Relationship Management, and MatterSphere brands that streamline processes to increase visibility and workflow efficiency across the organization and provide the flexibility to change and grow your business. For more information, visit www.elite.com.

CUSTOMER AGREEMENT

This Customer Agreement ("Agreement") is entered into this ____ day of _____, 2019 (the "Effective Date"), by and between **West Publishing Corporation** doing business as **Thomson Reuters Elite, a Thomson Reuters business ("Elite")**, with its principal place of business at 800 Corporate Pointe, Suite 150, Culver City, CA 90230 and **Solano County Counsel ("Customer")**, with its principal place of business at 675 Texas Street, Suite 6600, Fairfield, CA 94533-6342. The Agreement consists of the following:

- the General Terms and Conditions posted at <http://www.elite.com/customer-agreement>, which are incorporated herein by reference (the "Terms and Conditions"); and
- the attached Fees Schedule
- the ACP – Hosted ProLaw Addendum

By signing the Agreement in the space provided below, the parties agree to be bound to the terms of the Agreement including the Terms and Conditions incorporated herein by reference, the ProLaw Hosting Services Addendum, the ACP – Hosted ProLaw Addendum and Fees Schedule attached hereto.

Elite

Solano County Counsel

Signature

Signature

David D. Hindt
Name (Print)

Name (Print)

VP Finance-Large Law/Mid-Size Law
Title

Title

Date

Date

Elite Contact Information:

Attn: Contracts
Thomson Reuters Elite
800 Corporate Pointe, Suite 150
Culver City, CA 90230 USA
elite.contracts@thomsonreuters.com

Customer Contact Information:

Project contact and telephone number:

Name:	
Telephone:	
Email:	

Invoices to be addressed to:

Name:	
Telephone:	
Email:	

Customer's Securelink Contact:

Name:	
Telephone:	
Email:	

Solano County Counsel
Fees Schedule
August 22, 2019
("Fees Schedule Date")

Pricing valid until September 30, 2019

License Fees

	Qty	Rate	Total	Annual Maint.
ProLaw Software				
20 Seat License				
ProLaw Enterprise Front Office	20	988	19,760	3,952
Case Management				
DMS Integration ¹				
Document Assembly				
Marketing				
Task Management				
Time Entry				
Conflicts				
ProLaw Reporting				
(powered by Microsoft SQL Reporting Services)				
Elite Mobile ²			N/C	N/C
ProLaw Portal				
ProLaw Portal Server License ³	1	1,000	1,000	200
ProLaw Portal Professional Access License ⁴	20	287	5,740	1,148

License Fees Total 26,500 5,300

Subscription Fees

	Annual Fee	Subscription Term Total
Subscription Term - Years	1	
Westlaw legal calendaring rules		
12-20 Seat License		
Texas - Tier 1:	1,370	1,370
All State and Federal Rules		
71 Rule Sets		

Subscription Fees Total 1,370

Hourly Services - Estimated

	Hours	Rate	Total
Front Office			
Application Training	40	236.00	9,440
Remote Services:			
Project Scoping and Plan Development	40	236.00	9,440
Consulting, Configuration and Setup	96	236.00	22,656

Hourly Services Total **41,536**
Total T&M Hours: 176.0

Fixed Fee Services

	Total
Product Overview	
Front Office - Remote	1,600
ProLaw Portal Services	
Installation of ProLaw Portal - Remote ⁵	1,200

Fixed Fee Services Total **2,800**

Hosting Services Fees - *Estimated*

	Qty	Annual Total	Hosting Term Total
Initial Hosting Term - 1 Year(s)			
Afinety Recurring Fees			
Access License - per user	20	33,360	33,360
Configuration - .5TB of storage and MSSQL		5,940	5,940

Estimated Hosting Services Fees Subtotal **39,300**
Estimated Monthly Hosting Services Fees \$3,275

Hosting Service Fees listed herein are estimated and are subject to change depending upon Customer's actual monthly usage during the term

Hosting Fixed Fee Services

	Qty	Total
Afinity Setup Services (Remote)		
Activation Fee - site	1	2,141
Activation Fee - per user	20	3,980

Estimated Hosting Fixed Fee Services Subtotal 6,121

System Subtotal		117,627	USD
License Fees	26,500		
Subscription Fees - Year 1	1,370		
Hourly Services	41,536		
Fixed Fee Services	2,800		
<i>Estimated</i> Hosting Services Fees - Year 1	45,421		
Hosting Services Recurring Fees	39,300		
Hosting Fixed Fees	6,121		

Additional Incentives:

Prolaw Discount Incentive for Westlaw	(15,000)
Applied to Fixed Fee Services	(2,800)
Applied to Hourly Services	(12,200)

In the event the number of services hours is materially reduced by the Customer, Elite reserves the right to reduce the discount applied to the remaining hours.

System Total - Less Incentives	102,627	USD
Annual Maintenance Charge Total	5,300	USD

Endnotes

All Software (including Elite Software, Subscription Software, and Third Party Software) and future Updates are provided electronically to Customer with the exception of Microsoft Software which is physically shipped to Customer.

Elite will not provide any software except as expressly listed herein. Any software required to comply with the PSR that is not listed herein, is the responsibility of Customer.

Microsoft is a third party beneficiary of this Agreement to the extent it applies to the license of Microsoft software. Microsoft disclaims all warranties and liabilities (whether direct, indirect, incidental or consequential), to the maximum extent allowed by governing law, arising from the use or installation of a Microsoft product provided hereunder.

Microsoft SQL Server database software is required.

LICENSE FEES

Elite will install and support the Software in configured hardware/software environments, including but not limited to those maintained by Managed Hosting Service Providers ("MHSP"), pursuant to specifications mutually agreed upon by Elite and the Customer. Elite will support functionality within the Software. MHSP responsibilities shall include, but not limited to, its own and any related MHSP hardware and software environment(s), configuration and troubleshooting of MHSP hardware, MHSP performance, MHSP availability and connectivity issues, and any Software issues arising from MHSP and/or applicable MHSP entities.

WESTLAW LEGAL CALENDARING RULES

Elite does not warrant the results produced by Westlaw legal calendaring rules. It is Customer's responsibility to check the results of the Westlaw legal calendaring rules date calculations against the actual court rules.

Elite grants to Customer a non-exclusive, non-transferable, limited license to use, on a year-to-year basis (an "Annual Subscription") beginning on installation, the Westlaw legal calendaring rules as set forth in the attached Software and Fees Schedule, contingent upon the payment of the Annual Subscription Fee set forth in Software and Fees Schedule, for the number of Seats or Timekeepers, as the case may be, identified in Software and Fees Schedule. Elite reserves the right to increase the Annual Subscription Fee for subsequent terms and shall give Customer advance notice of such increase. Such Annual Subscription shall automatically renew for successive one year terms, unless terminated by either party by giving the other party sixty (60) days written notice prior to the end of the existing term. If the Customer's number of Seats or Timekeepers, as the case may be, increases above the limit set forth in attached Software and Fees Schedule during an Annual Subscription period, Customer will be required to pay an increased Annual Subscription Fee to use the Westlaw legal calendaring rules for the balance of the then current Annual Subscription period and thereafter for subsequent renewals.

Except as otherwise expressly set forth in this paragraph, the Westlaw legal calendaring rules shall be subject to the same license and use restrictions set forth in the Agreement with respect to the Software. The Westlaw legal calendaring rules shall be deemed Elite Confidential Information as defined in the Agreement. Maintenance Services for the Westlaw legal calendaring rules are included in the Annual Subscription Fee and shall be provided under the same terms applicable to the Software as set forth in the Maintenance Addendum.

In no event shall Elite's liability to Customer arising out of or related to the licensing, use or performance of the Westlaw legal calendaring rules provided under this agreement, whether based on an action or claim in contract or tort, including negligence, strict liability or warranty, except liability for bodily injury, exceed the Annual Subscription Fee for the year in which the claim arises.

CONVERSION

Conversion services to convert Customer's existing data to the form needed for use with the Software are not included. Elite can provide pricing for such data conversion services on request.

SERVICES

Fees listed herein do not include 1) reimbursable expenses (which are payable according to the terms of the Agreement) or 2) charges for travel time. Customer will only be charged for actual travel time incurred, not to exceed (8) hours per round trip.

Services outside of Elite's Business Hours are available for an additional fee.

The fees listed herein are based upon similar sized Customers and the Software listed in the Fees Schedule. Additional fees may be required depending upon the final implementation of the Software and any other services not provided for under the Agreement. Services beyond Live Operation may require additional project management services as well as consulting/training services. Additional fees not listed herein will be mutually agreed in writing by the parties before provision of such services.

If a consultant is required on site for remote services (defined in the Fees Schedule), Customer will be invoiced for associated reimbursable expenses and travel time.

In the event Customer requests a specific third party resource to perform any portion of the Services outlined in this Fee Schedule, Change Order, or in a Project Document or SOW, then Elite reserves the right to increase the hourly services rate for that resource by 20%. If Customer requires a specific third party resource to perform any portion of the fixed fee services, then Elite reserves the right to increase a pro-rata portion of the fixed fee services by 20%.

Endnotes

The price listed herein is based on a single implementation. Multiple implementation phases are available for an additional charge.

SOFTWARE ACCESS NOTES

Gatekeeper (SecureLink VSN (Virtual Support Network)) (hereinafter “**Gatekeeper**”), which is developed and supported by Securelink, Inc., Inc. (“**Securelink, Inc.**”), is **Elite’s** exclusive method for connecting to Customer (for the provision of any implementation services or maintenance/support services), except as otherwise provided below.

Gatekeeper is provided to Customer by Securelink, Inc. under license. Securelink, Inc. is solely responsible for Gatekeeper. ELITE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GATEKEEPER. ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

Should Customer opt not to install Gatekeeper, Elite will connect to **Customer’s** Elite software/subscription using WebEx or a similar tool at no charge to Customer.

SERVER GUIDELINES

Customer is responsible for purchasing all hardware and third party software required to run the Software. At Customer's request, Elite will discuss hardware specifications with Customer's third party hardware vendor.

EXPLICIT ENDNOTES

- 1 ProLaw application integration information is available through Elite at: <http://www.elite.com/prolaw/application-integration/>.
- 2 References to specific product names (e.g., ProLaw Mobile), shall mean the Elite Mobile application. Elite Mobile requirements are contained in **Product Systems Requirements. This document is available from Customer’s Elite Sales Representative.**
Customer is responsible for the security of Mobile and the database accessed by the Elite Mobile Server, including any connections to such server and/or database from a mobile device running Elite Mobile. For ongoing use of Mobile, Customer must continue to subscribe to Maintenance Services.
For users encountering issues with the Mobile application, preliminary troubleshooting on the device(s) must be initially performed by **Customer’s IT staff prior to contacting Support. Access to the Mobile application support is limited to Customer’s IT staff.**
- 3 ProLaw Portal Server License will allow Customer to install the ProLaw Portal and connect to one ProLaw database. Includes one Named User license.
- 4 ProLaw Portal Professional Access License - Named User - provides full (read and update) Portal access and can only be used by Customer's employees.
- 5 Fixed fee services include up to 6 hours. Should the project require additional hours, the Customer will be billed at Elite's current hourly rate. Additional hours will be billed monthly as incurred.

Payment Terms

Pricing listed herein is exclusive of taxes and duties which will be determined at time of sale.

Invoices - Customer will receive invoices based on the below terms. Depending on the product and the taxable jurisdiction, applicable taxes may be included. Exception and direct pay tax certificates should be provided with the signed agreement.

Prepayments - Payments made prior to invoices being generated should be avoided, unless agreed upon in advance. Contact the EliteCustomer.CareTeam@ThomsonReuters.com.

All invoices are due thirty (30) days from date of receipt of invoice.

License Fees

100% of the License Fees will be invoiced upon the Effective Date.

Annual Maintenance Charge

Invoiced upon Installation.

Westlaw legal calendaring rules

100% of the annual Subscription Fee for the first year will be invoiced upon the start of the Initial Term. For subsequent years, the annual Subscription Fee shall be invoiced annually in advance.

Initial Term Starts ninety (90) days from the Effective Date or upon Live Operation, whichever is earlier.

Conversion

50% will be invoiced upon the Effective Date.

25% invoiced upon completion of 1st test conversion.

25% invoiced upon completion of final conversion.

Fixed Fee Services

50% will be invoiced upon the Effective Date.

50% invoiced upon completion of Services.

Hourly Service Fees

Invoiced monthly as performed.

Hosting

Recurring Services Fees

Invoiced monthly upon start of Hosting Services Term.

Hosting Services Term Starts ninety (90) days from the Effective Date or upon Live Operation, whichever is earlier.

Payment Terms

Fixed Fee Services

50% will be invoiced upon the Effective Date.

50% invoiced upon completion of Services.

All reimbursable costs will be invoiced monthly from Elite.

If Customer cancels a service date less than ten (10) days prior to its scheduled date, any non-refundable travel expenses associated with such cancellation will be charged to Customer.

Service dates that are cancelled by Customer less than ten (10) business days prior to its scheduled date will be invoiced to Customer at 50% of Elite's price.

Should Customer delay their Services one (1) year beyond original project plan, Elite reserves the right to adjust Customer's Service Fees to Elite's then current service rate.

Customer Service Agreement

ACP – Hosted ProLaw Addendum



1. **SCOPE OF ADDENDUM:** This ACP – Hosted ProLaw Addendum is part of the Customer Agreement between the parties which is incorporated as if fully set forth herein. Any capitalized terms not otherwise defined in this Addendum shall have the meaning assigned in the Customer Agreement.
2. **PARTIES.** Customer engages Afinety, Inc. ("Afinety"), as an independent contractor, to provide computer system & software service, support and/or monitoring and related services, ("Services") in accordance with the terms of this Customer Service Agreement ("Agreement"). Afinety agrees to perform such Services in accordance with the scope of work authorized by the Customer.
3. **TERM.** This Agreement is effective as of the **Customer Agreement Effective Date** and will remain in effect until terminated in accordance with the terms of this Agreement ("Term").
4. **AUTHORIZED INDIVIDUALS.** Service can only be requested by the following individuals: _____ and/or any full time employee. Afinety will have the right to select which technician it deems qualified to perform the services required under this Agreement or as otherwise requested by Customer. Customer will have the right to reasonably request a change of the Afinety technician assigned to perform the services under this Agreement, which Afinety will attempt to accommodate.
5. **SERVICE RATES –** For items not covered by Premium Service plans or ACP Unlimited Support, Customer will pay Afinety **\$210** per hour for computer service & support work during Standard Business Hours (5:30 am PST to 5:30 pm PST, Monday through Friday, not including holidays). Customer will pay Afinety **\$210** per hour for scheduled work performed at anytime after 6:00 p.m. PST Monday through Friday, on weekends and holidays. On-site service visits are invoiced in 6-minute increments, minimum 2-hours. Remote telephone service support/calls and Monitoring repair service are invoiced in 6-minute increments, subject to Section 7 below.
6. **SERVICE RATES – Emergency.** Customer will pay Afinety **\$315** per hour for unscheduled emergency services that are requested during Non-Standard Business Hours (5:30 pm PST to 8:30 am PST Monday to Friday, weekends, and holidays). Please call 310-339-6056, an on call technician will be paged, and generally will return the call within 90 minutes. On-site emergency service visits are invoiced in 1-hour increments, with a 2 hour minimum.
7. **TRAVEL/PARKING –** Afinety will whenever possible use local resources to resolve any issues that require an on-site visit. In the event that an Afinety specialist is required from another area, the Customer agrees to pay for all direct travel and travel related expenses incurred by the specialist, including but not limited to air fare, taxi, rental car & related items. Parking is always paid by the Customer and may be done via validations or can be included in Customer bill.
8. **WARRANTY.** AFINETY WARRANTS THAT ALL SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER. AFINETY WILL PERFORM THE SERVICES REQUESTED OF CUSTOMER UNDER CUSTOMER'S REASONABLE DIRECTION WHERE REQUIRED. EXCEPT AS SET FORTH HEREIN, AFINETY MAKES NO OTHER WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED.
9. **LIMITATION OF LIABILITY.** IF ANY SERVICE PERFORMED BY AFINETY RESULTS IN DAMAGE TO CUSTOMER'S SYSTEMS OR EQUIPMENT, AFINETY'S LIABILITY WILL BE LIMITED SOLELY TO THE COST TO REPAIR OR REPLACE (AT AFINETY'S SOLE AND ABSOLUTE DISCRETION) THE DAMAGED SYSTEMS OR EQUIPMENT. NO OBLIGATIONS OR LIABILITY SHALL ARISE OUT OF AFINETY'S RENDERING OF TECHNICAL OR OTHER ADVICE IN CONNECTION WITH SERVICES RENDERED HEREUNDER. AFINETY STRONGLY RECOMMENDS THAT CUSTOMER BACKUP ALL DATA BEFORE MAKING ANY CHANGES TO EQUIPMENT OR SYSTEMS, WHICH MIGHT AFFECT SUCH DATA. AFINETY WILL NOT BE RESPONSIBLE FOR LOST OR DAMAGED DATA IN THE EVENT THAT SAME IS NOT BACKED UP ON A REGULAR BASIS BY CUSTOMER OR PRIOR TO ANY SERVICES TO BE PROVIDED BY AFINETY TO CUSTOMER. SERVER BACKUPS ARE THE SOLE AND ABSOLUTE RESPONSIBILITY OF THE CUSTOMER. CUSTOMER UNDERSTANDS THAT THERE ARE MANY FACTORS BEYOND THE CONTROL OF AFINETY, WHICH CAN CAUSE LOSS OF DATA, AND AFINETY IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, IRRESPECTIVE OF THE MANNER IN WHICH SAID DATA WAS LOST OR DESTROYED. CUSTOMER WILL HOLD AFINETY HARMLESS FROM ALL DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) AND OTHER COSTS OR LIABILITIES RESULTING FROM ANY SUCH LIABILITY FOR LOST OR DESTROYED DATA. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, AND EXCEPT AS SPECIFICALLY OTHERWISE SET FORTH ABOVE, AFINETY'S TOTAL LIABILITY UNDER THIS AGREEMENT, FROM ALL CLAIMS AND CAUSES OF ACTION UNDER ALL THEORIES OF LIABILITY, WILL BE LIMITED TO THE PAYMENTS ACTUALLY RECEIVED BY AFINETY FROM THE CUSTOMER FOR THE EVENT GIVING RISE TO ANY CLAIM OR LIABILITY. FOR A VALID CLAIM, THE CUSTOMER AGREES TO REPORT SUCH AND EVENT AND SUBMIT THE CLAIM WITHIN 30 DAYS OF ITS OCCURRENCE. THE EVENT SHALL BE DEFINED BY IDENTIFYING THE SPECIFIC LINE ITEMS ON AN INVOICE THAT HAVE CAUSED THE REPORTED CLAIM. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL, OR THE COSTS OF PROCURING SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR OPERATION OF THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OR CONTRACT, BREACH OR WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
10. **BINDING NATURE OF AGREEMENT.** This Agreement shall be binding and inure to the benefit of Afinety and its successors and assigns and binding upon Customer and its successors and assigns. This Agreement may not be modified except by a written instrument signed by all parties.
11. **TERMINATION.** Either party may terminate this Agreement at any time and for any reason by providing 30 days prior written notice. If Customer cancels or terminates this Agreement, any amounts that have been prepaid as a retainer for service of Afinety will remain on account for the benefit of Customer for a maximum period of one (1) year from the date of termination or cancellation or until the funds have been completely exhausted. In the event that the funds are not exhausted within said one (1) year period they shall be forfeited to Afinety and Afinety shall have no obligation to account to Customer or refund any money to Customer. In the event that Afinety cancels or terminates this Agreement prior to its expiration, and credit balance will be refunded to Customer.
12. **CONFIDENTIALITY.** Afinety and Customer mutually agree to consider and hold all matters relating to Customer's and Afinety's business in strict confidence and shall not disclose same without the prior written consent of the other. Notwithstanding the foregoing, Afinety shall be permitted to disclose that it has performed work for Customer, including the general nature of the work performed.
13. **DISPUTES.** Any disputes between the parties less than \$5,000 shall be resolved in small claims court in the County of Los Angeles. Any disputes in excess of \$5,000 shall be settled by a mutually agreeable dispute resolution provider, in Los Angeles, through their established procedures, which shall be binding on the parties. If the parties cannot agree on a provider, then the party filing the arbitration proceeding shall be entitled to choose the dispute resolution provider, such as ARC, ADR Services, or JAMS, except the American Arbitration Association ("AAA"). Judgment upon the award rendered by the arbitrator(s) may be entered by any court of competent jurisdiction. The costs of arbitration shall be borne equally by the parties with each party responsible for his or its own attorneys' fees. The arbitrator(s) shall have the authority to determine all issues of arbitrability. The arbitrator(s) may not award punitive or exemplary damages. The parties hereby waive all rights to such damages and to trial by jury.
14. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer consents to in personam jurisdiction of all courts, whether State or Federal, in the County of Los Angeles, State of California.
15. **FORCE MAJEURE.** No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or [telephone service]. Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated."
16. **PAYMENT TERMS.** Disputed Invoices must be reported within 30 days of Invoice Date. Outstanding Invoices older than 30 days shall accrue interest at 12% per annum. In the event Customer fails or refuses to pay any invoice for 45 days or more, Afinety may cease all further work and all ACP – Hosted ProLaw Services until such time as payment in full is received.
17. **ATTORNEY FEES AND COSTS.** In the event any party to this Agreement brings suit to enforce any provision of this Agreement or is required to defend any action the defense to which is any provision of this Agreement, the unsuccessful party agrees to pay the successful party all costs and reasonable attorneys' fees as determined by the Arbitrator.
18. **NON SOLICITATION.** During the Term of this Agreement and for one (1) year thereafter, Customer and Afinety mutually agree not to solicit for employment the other's employees. It is further agreed that if either firm does hire an employee or representative of the other, that the hiring party will pay the other as liquidated damages the sum of \$50,000, which amount the parties agree is fair and reasonable under the circumstances, since damages are difficult to adequately determine.

Customer Service Agreement

ACP – Hosted ProLaw Addendum

Afinety Cloud Platform (ACP) – Hosted ProLaw

19. Afinety Cloud Platform ("ACP") is provided in partnership with Amazon Web Services ("AWS").
- a. Customer understands that AWS is fully supported directly by Amazon. If any or all of AWS is disabled, Afinety has no liability or responsibility.
 - b. Afinety is in no way responsible for any aspect of AWS or its related services.
 - c. Customer understands that from time to time AWS may become unavailable for system maintenance. Afinety will do its best to provide Customer with as much advance notice of these maintenance outages, but is not responsible for continuity during these events.
 - i. By checking this box ☒ you agree to the AWS Customer License Terms (EULA) available on the Afinety web site or via: <http://afinety.com/wp-content/uploads/2016/02/AWSResellerCustomerLicenseTerms-June-2014.pdf>
 - d. Customer understands that the amount of storage in use will change over time. Once the remaining allocated storage falls below 10%, Afinety will automatically increase the Customer's storage by 500GB. The Customer will be billed for that increase on the next billing cycle.
20. The Afinety Cloud Platform (ACP- Hosted ProLaw) includes full system snapshot replication. The Customer's system is replicated multiple times per day at the AWS region selected for the Customer. Note, this is not a system file level backup but a point in time snapshot of the system. As stated in item #9 CUSTOMER is responsible for the integrity of the data. The Customer may optionally replicate the system to a separate geographic location in the AWS cloud if desired for an additional fee. Check here if the firm wishes to include this option []
21. Unlimited Cloud support is included within the Afinety Cloud Platform (ACP – Hosted ProLaw) with the following exceptions:
- a. User additions, changes, reductions are all billed at \$199.00 per user transaction.
 - b. No local support is included but can be added under one of the options below.
 - c. Service is provided Monday through Friday remotely and onsite from 8:30am to 5:30pm in the Customer's time zone. Service requests outside of this time will be taken as Emergency Support and Emergency Service Rates will apply.
 - d. Any "new" addition to the system is not covered
 - e. Any software customizations such as Macro changes are not covered
 - f. Formal training is not covered
 - g. Customer Supplied software application upgrades (Court rules, legal solutions, jury instructions, etc.) are not included. We have no control over the effect of these updates on the system or other applications.



THOMSON REUTERS™

Order Form**Order ID: Q-00545238**

Contact your representative paul.vandenberg@thomsonreuters.com with any questions. Thank you.

Account Address

Account #: 1000633061
SOLANO COUNTY COUNSEL
675 TEXAS ST STE 6600
FAIRFIELD CA 94533-6342 US

Shipping Address

Account #: 1000633061
SOLANO COUNTY COUNSEL
675 TEXAS ST STE 6600
FAIRFIELD CA 94533-6342 US

Billing Address

Account #: 1000633061
SOLANO COUNTY COUNSEL
675 TEXAS ST STE 6600
FAIRFIELD, CA 94533-6342 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means “West”, “we” or “our” and Subscriber means “you”, or “I”. Subscription terms, if any, follow the ordering grids below.

ProFlex Products
See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$3,501.29	36	5%

ProFlex Bridge

Service Material	Product	Bridge Monthly Charges	Bridge Term (Months)
40757482	WEST PROFLEX	\$0.00	2

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. The Bridge Monthly Charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Online/ Practice Solution/Software/ProFlex Products : Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber (“you” or “I”) is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Minimum Terms

For Online/Practice Solutions/Software /ProFlex Products: At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Window Products. At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Settling a Disputed Balance. Payments marked 'paid in full', or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor, and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-government entity, this Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-case-notebook-hosted.pdf>

Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>.

The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf> If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Additional Order Form Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-00545238

Signature of Authorized Representative for order

Title

Printed Name

Date

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This Order Form will expire and will not be accepted after 10/11/2019.



THOMSON REUTERS™

Attachment**Order ID: Q-00545238**

Contact your representative paul.vandenberg@thomsonreuters.com with any questions.
Thank you.

Payment, Shipping, and Contact Information**Payment Method:**

Payment Method: Bill to Account
Account Number: 1000633061

Order Confirmation Contact (#28)

Contact Name: BERNADETTE CURRY
Email: bscurry@solanocounty.com

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000633061	SOLANO COUNTY COUNSEL	675 TEXAS ST STE 6600 FAIRFIELD CA 94533-6342 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
15	Attorneys	41933475	Gvt Litigation For Government (Westlaw PRO™)
15	Attorneys	42510228	Gvt - Westlaw Edge™ National Primary
15	Attorneys	42018822	Gvt - Case Notebook Suite (Westlaw PRO™)
15	Attorneys	42077755	Gvt - Analytical Plus for Government
15	Attorneys	41974282	Gvt Drafting Assistant For Government (Westlaw PRO™)
15	Attorneys	41933492	GVT Practical Law For Government (Westlaw PRO™)
15	Attorneys	42010202	Gvt - Form Builder For Government (Westlaw PRO™)

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Theda	Peck	tpeck@solanocounty.com	TECHNICAL CONTACT
Theda	Peck	tpeck@solanocounty.com	EML PSWD CONTACT



Solano County

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

Agenda Submittal

Agenda #:	4	Status:	Consent Calendar
Type:	Report	Department:	Auditor-Controller
File #:	19-749	Contact:	Denny Cheuk, 784-3057
Agenda date:	10/01/2019	Final Action:	
Title:	Accept the Annual Audit of the Statement of Assets of the Solano County Treasury as of June 30, 2019		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Treasury Audit Report FY2018-19 Q4		

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

DEPARTMENTAL RECOMMENDATION:

The Auditor-Controller's Office (ACO) recommends the Board of Supervisors accept the Annual Audit of the Statement of Assets of the Solano County Treasury as of June 30, 2019.

SUMMARY AND DISCUSSION:

Pursuant to Government Code §26920, the ACO performs an annual audit of the Treasurer's Statement of Assets (Statement) in the County Treasury and expresses an opinion whether the Statement is fairly presented in accordance with accounting principles generally accepted in the United States of America. The audit included counting cash on hand in the County Treasury; verifying the records of the Treasurer and ACO were reconciled pursuant to Government Code §26905; examining evidence supporting the amounts in the Statement of Assets; verifying the accuracy, validity, and compliance of the investments in the Solano County Treasury with certain Government Code sections; and assessing the accounting principles used by management.

Based on the audit, the ACO issued an unmodified opinion ("clean" opinion) on the Statement. An unmodified opinion indicates the financial statements are presented fairly in accordance with accounting principles generally accepted in the United States of America.

FINANCIAL IMPACT:

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

ALTERNATIVES:

The Board of Supervisors could elect not to accept the Audit of the Statement of Assets of the Solano County

Treasury as of June 30, 2019.

This alternative is not consistent with sound public policy and is therefore not recommended.

OTHER AGENCY INVOLVEMENT:

The County Treasurer has reviewed and accepted the report.

The County Administrator's Office has reviewed the report.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

PHYLLIS S. TAYNTON, CPA
Auditor-Controller

SHEILA O. TURGO
Assistant Auditor-Controller

OFFICE OF THE AUDITOR-CONTROLLER



SOLANO
COUNTY

675 Texas Street, Suite 2800
Fairfield, CA 94533-6338
(707) 784-6280
Fax (707) 784-3420

www.solanocounty.com

Independent Auditor's Report

September 18, 2019

Board of Supervisors
County of Solano
675 Texas Street
Fairfield, CA 94533

Chair & Members of the Board:

Pursuant to Government Code §26920, we have audited the accompanying Statement of Assets of the Solano County Treasury as of June 30, 2019.

As required under Government Code §26920, the audit included a physical count of the cash in the Treasury and verification that the records of the County Treasury and the Auditor-Controller's Office are reconciled in accordance with the Government Code §26905. Additionally, we determined the accuracy, validity, and compliance of the investments in the Solano County Treasury with Government Code §53601 and §53635.

Management's Responsibility for the Financial Statement

Solano County Treasury's management is responsible for the preparation and fair presentation of the accompanying financial statement in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statement.

Auditor's Responsibility

Our responsibility is to express an opinion on the Treasurer's Statement of Assets based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Treasurer's Statement of Assets is free of material misstatement, whether due to fraud or error. An audit includes examining evidence supporting the amounts in the Statement of Assets. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial presentation. We believe our audit provides a reasonable basis for our opinion.

Opinion

In our opinion, the Treasurer's Statement of Assets as of June 30, 2019 is presented fairly, in all material respects, in accordance with generally accepted accounting principles.

Other Matters

This report is intended for the information of the Board of Supervisors and the Treasury management. This restriction is not intended to limit the distribution of this report, which is a matter of public record.

Respectfully,



Phyllis Taynton, CPA
Auditor-Controller

Solano County Treasury
Statement of Assets
June 30, 2019

Pooled Cash & Investments:

Cash on Hand	\$ 14,263,717
Cash in Banks	1,070,476
Money Market & Mutual Funds	
Money Market Funds	152,894,598
Mutual Funds	<u>24,137,757</u>
Total Money Market & Mutual Funds	<u>177,032,355</u>
Non-Cash Assets	
Accrued Interest and Other Non-Cash Assets	<u>7,545,656</u>
Total Non-Cash Assets	<u>7,545,656</u>
Investments (Fair Value)	
Federal Agency Securities	414,718,943
Treasury Agency Securities	304,777,530
Municipal Bonds	122,028,059
Corporate Securities	321,855,646
Supranational Securities	<u>30,251,860</u>
Total Investments	<u>1,193,632,038</u>
Total Pooled Cash & Investments	<u>1,393,544,242</u>

Non-Pooled Cash & Investments:

Cash and Investments with Fiscal Agents	
Money Market Funds	<u>9,969,997</u>
Total Cash and Investments with Fiscal Agents	<u>9,969,997</u>
Public Agency Retirement Services 115 Retirement Trust Fund	
Cash in Banks	1,517,974
Cash in Money Markets	13,612,659
Mutual Funds	3,210,000
Non-Cash Assets	80,753
Federal Agency Securities	5,004,312
Municipal Bonds	2,625,995
Corporate Securities	<u>5,060,887</u>
Total Public Agency Retirement Services Fund	<u>31,112,580</u>
Total Non-Pooled Cash & Investments	<u>41,082,577</u>
Total Cash & Investments	<u>\$ 1,434,626,819</u>



Solano County

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

Agenda Submittal

Agenda #:	5	Status:	Consent Calendar
Type:	Contract	Department:	Health and Social Services
File #:	19-720	Contact:	Gerald Huber, 784-8400
Agenda date:	10/01/2019	Final Action:	
Title:	Approve a contract with Innovative Health Solutions for \$360,000 to provide nutrition education classes and events from October 1, 2019 through September 30, 2022; and Authorize the County Administrator to execute the contract		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contract		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services recommends that the Board approve a contract with Innovative Health Solutions for \$360,000 to provide nutrition education classes and events from October 1, 2019 through September 30, 2022; and authorize the County Administrator to execute the contract.

SUMMARY:

The California Department of Public Health's Nutrition Education and Obesity Prevention (NEOP) Program is part of the Department of Health and Social Services, Public Health Division, Nutrition Services Bureau. NEOP provides nutrition education and obesity prevention activities in the community. Through the recommended contract, Innovative Health Solutions will offer nutrition education classes and events for students and parents and will allow for enhanced, targeted and well-placed nutrition activities at several school sites within the Fairfield-Suisun Unified School District.

FINANCIAL impact:

Funding for this contract is provided through a grant with the California Department of Public Health. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

DISCUSSION:

The Vallejo City Unified School District requested to end an existing contract with the Department of Health and Social Services (H&SS) for nutrition education and obesity prevention activities. Nutrition Services Bureau requests the Board's approval to engage Innovative Health Solutions (IHS) in a contract to provide nutrition education and obesity prevention services to the Fairfield-Suisun Unified School District (FSUSD). The

contract with IHS will provide needed nutrition education and complementary activities to schools with a majority of their students in households eligible for Free or Reduced Priced Meals.

FSUSD has a long-standing working relationship with H&SS to improve health outcomes for Solano County residents, including local students. The Division of Public Health has worked with FSUSD to perform nutrition promotion activities within their schools. Additionally, Public Health Division has a contract with IHS to provide nutrition interventions for low-income senior residents of Solano County. IHS currently contracts with FSUSD to provided nutrition classes. This additional funding will increase the effectiveness of the nutrition interventions. This contract, if approved, will provide health education focused on enhanced and enriched nutrition education, cooking demonstrations and gardening classes, specifically focusing on schools with a majority of students from low-income families.

ALTERNATIVES:

The Board may choose not to approve the contract with IHS. This is not recommended because it would prevent the FSUSD from providing evidence-based nutritional education to students and parents.

OTHER AGENCY INVOLVEMENT:

H&SS worked with FSUSD to develop this contract with IHS.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



**County of Solano
Standard Contract**

For County Use Only
CONTRACT NUMBER:
03897-20
(Dept., Division, FY, #)
H&SS/PH
BUDGET ACCOUNT:7843
SUBJECT
ACCOUNT:0002245

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

Innovative Health Solutions

CONTRACTOR'S NAME

2. The Term of this Contract is:

October 1, 2019 to September 30, 2022

3. The maximum amount of this Contract is:

\$360,000

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



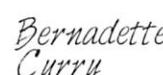
Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on September 9, 2019.

CONTRACTOR	COUNTY OF SOLANO
Innovative Health Solutions	
CONTRACTOR'S NAME	Birgitta E. Corsello County Administrator TITLE
 09/10/2019 09:08 PM EDT SIGNATURE	275 Beck Avenue, MS 5-200 ADDRESS
Norma Lisenko, Project Director PRINTED NAME AND TITLE	Fairfield CA 94533 CITY STATE ZIP CODE
180 Olive Branch Court ADDRESS	Approved as to Content:  09/11/2019 04:54 PM EDT Gerald R. Huber, Director Health & Social Services Department
Benicia CA 94510 CITY STATE ZIP CODE	Approved as to Form:  09/15/2019 04:58 PM EDT Bernadette Curry COUNTY COUNSEL

Rev. 12/17/09

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

**SCOPE OF Work
(Federal FY 2019-2022)**

CONTRACTOR: **Innovative Health Solutions, formerly Healthy Cooking with Kids**

CONTRACT TITLE: **Fairfield-Suisun Unified School District- CalFresh Health Living School Wellness**

GOAL: Annually, support the implementation of policy, systems, and environmental changes within the school setting to increase access to healthy food and beverages and physical activity opportunities reaching 5,000 students and families within the Fairfield-Suisun Unified School District.

Activities / Services for contractor to reach the goal	Deliverable / Performance Measure	Timeframe
Direct Education		
Support site level direct education with parents and students 1. Meet with school staff to identify 3-5 school sites and schedule nutrition education, Smarter Lunchroom (SLM) activities, gardening and physical activity. 2. Work with teachers to select approved nutrition and garden education curricula that aligns with classroom instruction and promote the intersection between garden and classroom. 3. Work with parents and teachers to identify parent education materials (ie. Shopping on a Budget, Rethink Your Drink, Shape of Yoga) 4. Identify resources and materials needed to support nutrition education implementation (i.e. incentives, handouts, posters, books, cooking demo materials, booklets, etc.) 5. Reach 5,000 students with direct nutrition education, SLM activities, and garden education and conduct 3-5 parent education night to reach 200 parents annually. 6. Include Rethink your Drink and water access appeal lessons at all events. 7. Follow up quarterly and/or as needed to obtain reporting documentation for Program Evaluation And Reporting System (PEARS) and/or Site Level Assessment Questionnaire (SLAQ).	<ul style="list-style-type: none">• # of students & parents reached• # of classes taught• PEARS reporting, including photos from some classes and copies of all curriculums used	Annually on a Federal Fiscal year
Indirect Education		

Activities / Services for contractor to reach the goal	Deliverable / Performance Measure	Timeframe
1. Provide monthly indirect education through family newsletters, program workshops, display boards, etc to reach 20,000 parents/guardians district wide 2. Participate in 4 school and district-wide events and promotions to reach a total of 20,000 students.	<ul style="list-style-type: none"> # of newsletters, attendance at workshops, photos and copies of event materials as applicable, informational handouts distributed, etc PEARS reporting, including information above 	Annually on a Federal Fiscal year
Community Engagement		
Identify new and maintain continued partnerships with organizations serving school-aged children and their families 1. Participate in 10-12 coalition and commission meetings to engage, inform and consult with key community partners (i.e. Fairfield-Suisun Unified School District, County Office of Education, Child Care Council, Mayor Marathon, Girls on the Run, and other partners serving school-aged children and their families. 2. Participate in 4 community events annually and other school site parent groups, scheduled school meetings to recruit parent and school staff advocates to learn about and participate in committee meetings and school wellness activities. 3. Support identified Policy, Systems, and Environmental Changes (PSE) focus areas to include increased access to healthy food and beverages as well as unstructured/physical activity via Parks Rx.	<ul style="list-style-type: none"> 4 community events 10-12 community meetings List of resources identified to advance PSE work PEARS reporting 	Annually on a Federal Fiscal year
Coordination and Collaboration		
Establish partnership with key school staff, partners and community stakeholders to support school wellness 1. Attend 10-12 wellness coalition, committee, etc. meetings. 2. Support staff in identify new partners to move work forward. 3. Provide opportunities to promote PSE changes as best practices and evidence-based strategies at local, state and/or national conference.	<ul style="list-style-type: none"> 10-12 of meetings List of resources identified to advance PSE work PEARS reporting 	Annually on a Federal Fiscal year
Policy, Systems and Environmental SLAQ Assessment		

Activities / Services for contractor to reach the goal	Deliverable / Performance Measure	Timeframe
<p>Work with a minimum of 1 district and 3-5 school site Fairfield-Suisun sites to:</p> <ol style="list-style-type: none"> 1. Implement the SLAQ assessment at sites. 2. Identify at least one policy, systems and/or environmental change based on SLAQ assessment results to create an action plan. 	<ul style="list-style-type: none"> • 3-5 school sites and 1 district wide completed SLAQ assessments • PSE action identified (SLM, gardens, parent engagement, etc.) • PEARS reporting, annual success story as applicable 	<p>Annually on a Federal Fiscal year</p>
Training and Technical Assistance		
<p>Support 3-5 sites and 1 district with the implementation of PSE changes resulting from SLAQ assessments to increase access to healthy food, SLM promotions, opportunities for physical activity and school gardens:</p> <ol style="list-style-type: none"> 1. Schedule meeting with staff to identify specific PSE changes. 2. Create PSE implementation plan based on SLAQ. 3. Identify training needs and additional community resources and partnerships. 4. Provide technical assistance and strategic planning to complete identified changes. 5. Work with staff to develop info sheets, support materials and other documentation, reports and presentation to support best practices for site and district level use. 	<ul style="list-style-type: none"> • # of SLAQ implementation plan • Meeting agendas and notes • Trainings • Action plans • Increased access to physical activity • Photos and photo releases • # of SLM activities implemented • SLAQ assessment changes • PEARS reporting 	<p>Annually on a Federal Fiscal year</p>
<p>Provide on-site training and technical assistance on approved nutrition education curricula, SLM activities, physical activity such as CATCH and stenciling and garden nutrition:</p> <ol style="list-style-type: none"> 1. To reach 3-5 school sites and 1 district. 2. To provide 2-4 trainings with 40-60 partners at 3-5 sites 1 district. 	<ul style="list-style-type: none"> • Staff/s attendance at training– sign in sheets/curriculum implementation • PEARS reporting 	<p>Annually on a Federal Fiscal year</p>

As these are federal funds administered through the California Department of Public Health subcontractor must conduct activities as described in this Exhibit A in accordance with the conditions of this contract, including the terms and conditions described in the following documents listed under Attachment A:

Attachment A

<https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/Contract-Support-Services-Unit.aspx>

<https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/SNAP-EdGuidanceLHD.aspx>

EXHIBIT B
PAYMENT PROVISIONS

A. METHOD OF PAYMENT:

Upon submission of a Solano County vendor claim and invoice by Contractor, and upon review and approval of County's representative, County will pay Contractor monthly in arrears for fees and expenses incurred the prior month, or upon demonstrated completion of deliverables, as applicable, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges. Contractor must document all expenses submitted to County for payment under this Contract by maintaining complete and accurate records of all financial transactions related to the services performed under this Contract including, but not limited to, invoices, receipts, time sheets, itemized cost lists, and other official documentation that sufficiently support all charges under this Contract.

B. ACCOUNTING STANDARDS:

A. Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for not-for-profit organizations/governmental entities. Additionally, Contractor must submit claims for payment under this Contract using either a cost allocation method or a direct billing method.

B. Charges submitted by Contractor based on a direct billing method must be supported by appropriate invoices that sufficiently document the expenditure.

C. Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices, time studies, and other official documentation that sufficiently support all charges under this Contract.

C. PERSONAL PROPERTY:

Contractor shall develop and maintain a system to track the acquisition of tangible personal property purchased with County funds having a cost of at least \$1,500 and submit, upon County's request, an annual accounting of all such property purchased that includes information on cost and acquisition date. Contractor shall ensure adequate safeguards are in place to protect such assets and shall exercise reasonable care over such assets to protect against theft, damage or unauthorized use. Contractor shall, upon County's request, return such assets to the County upon Contract termination; unless the depreciated value of the asset is \$0, based on a straight-line method of depreciation (refer to 2CFR Part 200.436).

D. FINANCIAL STATEMENTS AND AUDITS:

A. Contractor agrees to furnish annual audited financial statements to the County, which must be submitted within 30 days of its publication. If contractor is not required by federal and/or state regulations to have an independent audit of its annual financial statements, Contractor agrees to furnish unaudited annual financial statements by September 1.

B. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, State or Federal Government conducts an audit.

**EXHIBIT B-1
BUDGET DETAIL
FY 19/20**

DIRECT COSTS
For Service Delivery of Contracted Services

EXHIBIT B-1

A. Personnel Expenses				
Job Title	FTE	Salaries	Benefit	Total
Project Administrator – Norma Lisenko	1.0	\$64,064	\$16,016	\$80,080
Project Coordinator - TBD	1.0	18,000	\$4,500	\$22,500
Total Salaries		\$82,064		
Total Fringe Benefits (%) 25%				
\$20,516				
Total Personnel Expenses (Salaries + Fringe Benefits)				\$102,580

B. Operation Expenses			
Line Item			Total
Travel	1.0		\$2,174
Office Supplies	1.0		\$1,400
Materials	1 .0		\$3,588
Total Operation Expenses			\$7,162

A. Indirect Expenses			
	%		Total
Indirect of personnel total (\$307,740)	10%		\$10,258
Total Indirect Expenses			\$10,258

TOTAL BUDGET	\$120,000
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**EXHIBIT B-1
BUDGET DETAIL
FY 20/21**

DIRECT COSTS
For Service Delivery of Contracted Services

A. Personnel Expenses				
Job Title	FTE	Salaries	Benefit	Total
Project Administrator – Norma Lisenko	1.0	\$64,064	\$16,016	\$80,080
Project Coordinator - TBD	1.0	18,000	\$4,500	\$22,500
Total Salaries		\$82,064		
Total Fringe Benefits (%) 25%			\$20,516	
Total Personnel Expenses (Salaries + Fringe Benefits)				\$102,580

B. Operation Expenses			
Line Item			Total
Travel	1.0		\$2,174
Office Supplies	1.0		\$1,400
Materials	1 .0		\$3,588
Total Operation Expenses			\$7,162

A. Indirect Expenses			
	%		Total
Indirect of personnel total (\$307,740)	10%		\$10,258
Total Indirect Expenses			\$10,258

TOTAL BUDGET	\$120,000
---------------------	------------------

**EXHIBIT B-1
BUDGET DETAIL
FY 21/22**

DIRECT COSTS
For Service Delivery of Contracted Services

A. Personnel Expenses				
Job Title	FTE	Salaries	Benefit	Total
Project Administrator – Norma Lisenko	1.0	\$64,064	\$16,016	\$80,080
Project Coordinator - TBD	1.0	18,000	\$4,500	\$22,500
Total Salaries		\$82,064		
Total Fringe Benefits (%) 25%			\$20,516	
Total Personnel Expenses (Salaries + Fringe Benefits)				\$102,580

B. Operation Expenses			
Line Item			Total
Travel	1.0		\$2,174
Office Supplies	1.0		\$1,400
Materials	1 .0		\$3,588
Total Operation Expenses			\$7,162

A. Indirect Expenses			
	%		Total
Indirect of personnel total (\$307,740)	10%		\$10,258
Total Indirect Expenses			\$10,258

TOTAL BUDGET	\$120,000
---------------------	------------------

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

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

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

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

2. TIME

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

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

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

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

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

5. SIGNATURE AUTHORITY

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

6. REPRESENTATIONS

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

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

7. INSURANCE

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

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

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

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

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

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

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

F. Deductibles and Self-Insured Retentions

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

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

G. Other Insurance Provisions

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

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

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

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

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

8. BEST EFFORTS

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

9. DEFAULT

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

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

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

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

10. INDEMNIFICATION

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

occurring after completion of Contractor's services, as well as during the progress of rendering such services.

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

11. INDEPENDENT CONTRACTOR

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

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

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

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

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

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAW

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

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

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

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

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

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any

person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

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

19. INSPECTION

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

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

(1) Cancel this Contract; or,

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

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

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

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a)

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

33. PRICING

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

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

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

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

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

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

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

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

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered

by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. DRUG FREE WORKPLACE

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

2. CHILD/ADULT ABUSE

Contractor shall execute the forms attached as Exhibits D-2 and D-3.

County of Solano
Standard Contract

EXHIBIT D-1

SOLANO COUNTY

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

Innovative Health Solutions

Contractor certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. Contractor will:

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

CERTIFICATION

I certify that I am duly authorized legally to bind the Contractor to the above-described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Norma Lisenko



09/10/2019
09:08 PM EDT

Contractor Signature

EXHIBIT D-2

CHILD ABUSE REPORTING REQUIREMENTS

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

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

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

Norma Lisenko



09/10/2019
09:08 PM EDT

Contractor Signature

ADULT ABUSE REPORTING REQUIREMENTS

Welfare and Institutions Code section 15630 and following:

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

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

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

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

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

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

Norma Lisenko  09/10/2019
09:08 PM EDT
Contractor Signature



Solano County

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

Agenda Submittal

Agenda #:	6	Status:	Consent Calendar
Type:	Resolution	Department:	Health and Social Services
File #:	19-721	Contact:	Gerald Huber, 784-8400
Agenda date:	10/01/2019	Final Action:	
Title:	Adopt a resolution and plaque of appreciation honoring Patricia A. Jacobs, Office Assistant III, Health & Social Services Department, Public Health Division, Older & Disabled Adult Services Bureau, upon her retirement with over 32 years of dedicated public service to Solano County		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

Public Hearing Required? Yes _____ No X

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services recommends that the Board adopt a resolution and plaque of appreciation honoring Patricia A. Jacobs, Office Assistant III, Health & Social Services Department, Public Health Division, Older & Disabled Adult Services Bureau, upon her retirement with over 32 years of dedicated public service to Solano County.

SUMMARY/DISCUSSION

Patricia A. Jacobs began her career with Solano County on March 3, 1987 as a Clerical Support Specialist in the Animal Control Division. In Animal Control, Ms. Jacobs was responsible for animal adoptions, redemption (returning animals to their owners), selling dog licenses, balancing funds collected, preparing deposits, answering telephones, and dispatching calls to animal control officers.

In October 2000, Ms. Jacobs transferred to the Older & Disabled Adult Services (ODAS) Bureau as In-Home Supportive Services (IHSS) clerk where she was responsible for creating IHSS case folders, assigning IHSS cases to social workers, splitting IHSS cases, closing IHSS cases, requesting IHSS cases from Records, keeping forms stocked and organized. In 2005, she became a Unit Clerk serving two ODAS Units where she processed both IHSS and Adult Protective Services intakes and referrals. Since 2013, Ms. Jacobs has worked the IHSS application intake line, processing applications for IHSS services. Ms. Jacobs has been an advocate for seniors and individuals with disabilities, and consistently willing to help her fellow coworkers, supervisors and managers administer services to Solano County residents needing assistance. Ms. Jacobs will officially retire effective October 4, 2019 after providing more than 32 years of service in a professional, compassionate and responsible manner.

FINANCING:

The cost associated with preparing this 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 choose not to present a resolution and a plaque of appreciation to Ms. Jacobs. This is not recommended as it is an opportunity to acknowledge Ms. Jacobs for her dedication and service to Solano County.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2019 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING PATRICIA A. JACOBS, OFFICE ASSISTANT III, UPON HER RETIREMENT FROM THE HEALTH AND SOCIAL SERVICES DEPARTMENT, PUBLIC HEALTH DIVISION, OLDER & DISABLED ADULT SERVICES BUREAU WITH MORE THAN 32 YEARS OF DEDICATED SERVICE TO SOLANO COUNTY

WHEREAS, Patricia A. Jacobs began her career on March 3, 1987 with Solano County Animal Control as a Clerical Support Specialist; and

WHEREAS, Ms. Jacobs was responsible for animal adoptions as well as redemption (returning animals to their owners), selling dog licenses, balancing funds collected and preparing deposits, answering telephones and dispatching calls to animal control officers; and

WHEREAS, Ms. Jacobs, while at Solano County Animal Control, was reclassified from a Clerical Support Specialist to an Office Assistant III; and

WHEREAS, in October 2000, Ms. Jacobs transferred to the Older & Disabled Adult Services Bureau as the In-Home Supportive Services (IHSS) clerk, where she was responsible for creating IHSS case folders, assigning IHSS cases to social workers, splitting IHSS cases, closing IHSS cases, requesting IHSS cases from Records, keeping forms ordered and organized; and

WHEREAS, in 2005, Ms. Jacobs became a Unit Clerk serving two units in the Older & Disabled Adult Services Bureau where she processed both IHSS and Adult Protective Services intakes and referrals; and

WHEREAS, since 2013, Ms. Jacobs has worked the IHSS application intake line, processing applications for IHSS services; and

WHEREAS, Ms. Jacobs has displayed a commitment to the Department of Health & Social Services, Older & Disabled Adult Services Bureau; and

WHEREAS, Ms. Jacobs is being recognized for her dedication and commitment to the people of Solano County, including many of the most vulnerable of its residents; and

WHEREAS, Ms. Jacobs will officially retire effective October 4, 2019, after providing more than 32 years of service in a professional, compassionate and responsible manner.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby recognizes Patricia A. Jacobs for more than 32 years of outstanding and dedicated service to the residents of Solano County, and wishes her success in future endeavors and a long, happy, and well-deserved retirement.

Dated this 1st day of October, 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 #:	7	Status:	Consent Calendar
Type:	Resolution	Department:	Health and Social Services
File #:	19-718	Contact:	Gerald Huber, 784-8400
Agenda date:	10/01/2019	Final Action:	
Title:	Adopt a resolution to authorize the County to submit an application to the Department of Health Care Services for one-time funds for the Whole Person Care Pilot program to invest in long-term or short-term housing for Medi-Cal beneficiaries who are mentally ill and are experiencing homelessness or at-risk of homelessness; and Delegate authority to the County Administrator to approve an Appropriation Transfer Request (ATR) for \$1,603,828 once the California Department of Healthcare Services approves the Whole Person Care application (4/5 vote required)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
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 the resolution to authorize the County to submit an application to Department of Health Care Services (DHCS) to invest in long-term or short-term housing for Medi-Cal beneficiaries who are mentally ill and are experiencing homelessness or at-risk of homelessness; and delegate authority to the County Administrator to approve a FY2019/20 Appropriation Transfer Request (ATR) for \$1,603,828 once DHCS approves the Whole Person Care application (4/5 vote required).

SUMMARY/Discussion

The Solano County Whole Person Care Pilot program coordinates health, behavioral health and social services in a patient-centered manner for Medi-Cal beneficiaries who are mentally ill or have a substance use disorder, have a chronic disease and are high utilizers of the emergency room. Finding adequate housing for Solano County's WPC clients has been the biggest challenge to accomplishing WPC Pilot program goals. The WPC Pilot program ends on December 30, 2020.

California recognizes the growing need to allocate significant investment in housing for the mentally ill. The State FY2019/20 Budget invests \$100 million of State General Funds (one-time with multiple year spending authority through June 30, 2025) for Whole Person Care (WPC) Pilot programs that provide housing services.

On July 22, 2019, DHCS notified WPC Pilot programs about how these new funds can be used, the funding allocation methodology, and the process to apply for these funds. Solano County's WPC Pilot program was

allocated \$1,603,828 in one-time funding available for the cost of long-term or short-term housing, such as capital investment for housing projects or rental subsidies for Medi-Cal beneficiaries who are mentally-ill and are experiencing homeless, or at-risk of homelessness.

To receive the funding a Board resolution supporting a letter of intent is due to DHCS by October 7, 2019. The letter of intent needs to include that the funds will comply with all applicable "Housing First" principles, will complement existing housing services provided by the WPC Pilot, will not supplant existing funding, and will serve the mentally ill that experience homelessness or are at-risk of homelessness. The letter of intent does not require specific details on what project(s) the funds will be used. The WPC Pilot has the flexibility to determine the scope of the project.

Counties will be notified of the formal acceptance on October 7, 2019, and funding will be released by December 30, 2019. Funds must be fully expended by June 30, 2025.

FINANCIAL impact:

This action brings \$1,603,828 in new funds to address a significant community need. As the funding can be spent over the next 5½ fiscal years and planning for investment of these funds to create additional housing is beginning, H&SS recommends that the County Administrator be delegated authority to approve a FY2019/20 ATR for \$1,603,828 once DHCS approves the WPC application to invest in long-term or short-term housing by June 30, 2025. There is no local match requirement.

ALTERNATIVES:

The Board may choose not to adopt this resolution. This is not recommended as the County would not receive the funding and the funding provides an opportunity to serve a high need population.

OTHER AGENCY INVOLVEMENT:

There are no other agencies involved at this time.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2019 -

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS AUTHORIZING
THE COUNTY TO SUBMIT AN APPLICATION TO THE DEPARTMENT OF HEALTH CARE
SERVICES FOR ONE-TIME FUNDS FOR WHOLE PERSON CARE PILOT PROGRAM TO
INVEST IN LONG-TERM OR SHORT-TERM HOUSING PROJECT FOR MEDI-CAL
BENEFICIARIES WHO ARE MENTALLY ILL AND EXPERIENCING HOMELESSNESS OR AT-
RISK OF HOMELESSNESS**

Whereas, California's Governor Gavin Newsom recognizes the critical need for funding at the local level to combat homelessness; and

Whereas, The Governor has invested \$100 million in State General Fund for active Whole Person Care Pilot programs, and the Solano County Whole Person Care Pilot program has been allocated one-time funding of \$1,603,827.17 released on December 30, 2019 and to be fully expended by June 30, 2025; and

Whereas, the Department of Health Care Services has directed Whole Person Care Pilot programs to use these one-time funds for the cost of long-term or short-term housing, such as capital investment for housing projects or rental subsidies for Medi-Cal beneficiaries who are mentally ill and are experiencing homelessness, or at-risk; and

Whereas, the County of Solano agrees to invest these funds to complement existing housing services provided by the Whole Person Care Pilot project; and

Whereas, the County of Solano agrees to comply with all applicable Housing First principles, not to supplant existing funding, and to invest in long-term or short-term housing such as capital investment in housing or rental subsidies for Medi-Cal beneficiaries who are mentally ill who are experiencing homelessness, or at-risk of homelessness.

Resolved, that the Solano County Board of Supervisors hereby authorizes the County's application and acceptance of the Whole Person Care Pilot program one-time fund allocation.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on October 1, 2019 by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	8	Status:	Consent Calendar
Type:	Resolution	Department:	Probation
File #:	19-740	Contact:	Christopher Hansen, 784-4803
Agenda date:	10/01/2019	Final Action:	
Title:	Adopt a resolution authorizing the Solano County Probation Department to participate in the Youth Reinvestment Grant Program funded through the State of California Recidivism Reduction Fund and Administered by the Board of State and Community Corrections (BSCC); Authorize the Chief of Probation or his designee to execute Grant Agreement Number BSCC 592-19 with the BSCC for the program effective July 1, 2019 through February 28, 2023 in the amount of \$300,000; and Approve an Appropriations Transfer Request (ATR) of \$100,000 in unanticipated revenue from the BSCC (4/5 vote required)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Chief of Probation recommends that the Board of Supervisors:

1. Adopt a resolution authorizing the Solano County Probation Department to participate in the Youth Reinvestment Grant Program funded through the State of California Recidivism Reduction Fund and Administered by the Board of State and Community Corrections (BSCC)
2. Authorize the Chief of Probation or his designee to execute Grant Agreement Number BSCC 592-19 with the BSCC for the program, effective July 1, 2019 through February 28, 2023 in the amount of \$300,000; and
3. Approve an Appropriations Transfer Request (ATR) of \$100,000 in unanticipated revenue from the BSCC (4/5 vote required).

SUMMARY:

The Solano County Probation Department's grant application was in response to BSCC's Request for Proposal under the Youth Reinvestment Grant Program which was released on January 18, 2019. Funding for the YRG Program is provided under the 2018 State Budget Act (Senate Bill 840, Chapter 29, Statutes of 2018) and the related trailer bill (Assembly Bill 1812, Chapter 36, Statutes of 2018), which appropriated a total of \$35,062,000 over the course of the grant term. The goal of the YRG Program is to divert low-level offenders from initial contact with the juvenile justice system by using approaches that are evidence-based, culturally

relevant, trauma-informed, and developmentally appropriate.

Grant funds in the amount of \$300,000 have been awarded to Solano County to identify and support underserved communities with high rates of juvenile arrests coupled with high rates of racial/ethnic disproportionality. Ninety (90) percent of the awarded funds will be passed through to community-based organizations (CBO) who must deliver services in underserved communities with high rates of juvenile arrests. Ten (10) percent of the total award will be passed through to the Lead Public Agency to coordinate with local law enforcement agencies, social services agencies, and non-governmental organizations to ensure successful implementation of the grant program. The funding period for the YRG Program will be July 1, 2019 through February 8, 2023.

FINANCIAL IMPACT:

The program requires a minimum 25% local match in-cash or in-kind services, or a combination of both. The required 25% match of grant funds is \$77,400 over the next three years (\$25,800 annually). The in-kind match will be met using the salaries and benefits of the Project Manager, which is budgeted in the Probation Department's FY2019/20 Approved Budget. There is sufficient funding in the budget to absorb the cost, and there is no additional impact to the County General Fund for FY2019/20.

The remaining in-kind salary match of \$25,800 annually for FY2020/21 and FY2021/22 will be included in the Probation Department's Requested Budget.

DISCUSSION:

In 2017, the Solano County Juvenile Justice Coordinating Council (JJCC) supported an initiative to reduce racial and ethnic disparities in the juvenile justice system. This effort is being led by the Solano County Racial and Ethnic Disparities (R.E.D.) Steering Committee, which is an ad hoc committee established by the JJCC. The R.E.D. Steering Committee, comprised of representatives from Solano County Law and Justice Agencies, the Solano County Office of Education and community-based organizations, have partnered with the W. Haywood Burns Institute (BI) to identify whether, and to what extent, racial and ethnic disparities exist in Solano County's juvenile justice system. Utilizing a data-driven process, the goal is to identify disparities, analyze and strategize, and pilot or adopt policy change that reduces disparate entry and deeper advancement of youth of color in the juvenile justice system. Toward that end, the R.E.D. Steering Committee recommended to the Board of Supervisors to approve an application to the BSCC for the Youth Reinvestment Funds Grant.

The YRG Program was established in the 2018 Budget Act (Senate Bill 840, Chapter 29, Statutes of 2018) and the related trailer bill (Assembly Bill 1812, Chapter 36, Statutes of 2018). The goal of the program is to divert low-level offenders from initial contact with the juvenile justice system by using approaches that are evidence-based, culturally relevant, trauma-informed, and developmentally appropriate. Grant funds will be used to target underserved communities with high rates of juvenile arrests coupled with high rates of racial/ethnic disproportionality.

The Solano County Probation Department will serve as the designated lead agency for the YRG Program. Funding received through the YRG Program will be used for the expansion and development of mentoring and diversion programs, specifically focused on limiting law enforcement involvement on traditional school sites that serve youth of color who would normally be cited or arrested for offenses committed on school grounds.

The Probation Department currently works with two CBO's (W. Burns Haywood Institute and Alternative Restorative Communities) to enhance prevention and diversion efforts. This has included a restructuring of the booking criteria at the Juvenile Detention Facility, and the introduction of mentoring for youth exiting the Challenge Academy. The YRG Program provides an opportunity for the Department to expand diversion and

mentoring services with a specific focus on youth at risk of involvement in the juvenile justice system simply because of their ethnicity or socio-economic status, while providing support for schools and law enforcement. In addition, the YRG Program will allow the Department to continue to utilize the strength-based Youth Asset Development framework in all diversion, early intervention, and supervision programs for youth involved in the juvenile justice system.

ALTERNATIVES:

The Board of Supervisors could choose not to approve the grant award and contract with the BSCC. This is not recommended as the YRG Program allows for the expansion of diversion and mentoring programs countywide which focus on youth of color and limiting law enforcement involvement on school sites.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2019 -

**RESOLUTION AUTHORIZING THE SOLANO COUNTY PROBATION DEPARTMENT
TO PARTICIPATE IN THE YOUTH REINVESTMENT GRANT PROGRAM FUNDED
THROUGH THE STATE OF CALIFORNIA RECIDIVISM REDUCTION FUND AND
ADMINISTERED BY THE BOARD OF STATE AND COMMUNITY CORRECTIONS
(BSCC)**

Whereas, the Solano County Probation Department desires to participate in the Youth Reinvestment Grant (YRG) Program, funded through the State of California Recidivism Reduction Fund and administered by the Board of State and Community Corrections (BSCC); and

Whereas, the BSCC required local governing body approval for such participation.

Resolved, that the Solano County Probation Department is authorized on behalf of this Governing Body to sign the Grant Agreement with the BSCC, including any amendments thereof.

Resolved, that the state grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

Resolved, that the Solano County Probation Department agrees to provide all matching funds required for said project, and abide by the statutes and regulations governing the State Grants Program, as well as the terms and conditions of the Grant Agreement 592-19 as set forth by the BSCC.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on October 1, 2019 by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	9	Status:	Consent Calendar
Type:	Resolution	Department:	Resource Management
File #:	19-744	Contact:	Saeed Iravani, 784-6786
Agenda date:	10/01/2019	Final Action:	
Title:	Adopt a resolution proclaiming the second week of October as Code Enforcement Officer Appreciation Week in Solano County		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board adopt a resolution proclaiming the second week of October as Code Enforcement Officer Appreciation Week in Solano County.

SUMMARY/DISCUSSION:

Assembly Concurrent Resolution No. 283 (ACR-283) was Chaptered by the Secretary of State on September 7, 2018, proclaiming that the second week of October annually be known as Code Enforcement Appreciation Week in California. Assembly Member Cooley, the author of ACR-283, stated that "Code enforcement officers provide for safety, health and welfare of citizens in communities throughout the state of California through the enforcement of local, state and federal laws and ordinances dealing with various issues of building, zoning, housing, animal control, environmental, health and life safety. They do not often receive the recognition they deserve, and it is fitting that the State of California recognize the honor these brave officers who serve in our communities."

The Department of Resource Management has two Code Compliance Officers (CCOs) within its Building and Safety Division that each manage a 900 square mile area in unincorporated Solano County. Each CCO receives approximately 150 public complaints per year related to building, zoning, abandoned vehicle, and business license code violations. Upon receipt of the complaint, the CCO initiates an investigation, and if violations are discovered, uses a variety of tools, including education and noticing, to guide the responsible person towards voluntary compliance. In those cases where voluntary compliance cannot be obtained, then the CCO works closely with the County Counsel's Office to find acceptable legal remedies. Last year, our CCOs successfully resolved 80 outstanding violations by working closely with property owners and the community. Throughout the complaint resolution process, the CCOs consistently use a courteous, fair, and common-sense approach to treat everyone involved respectfully and to balance the compliance process with the extent of the violation and willingness of the responsible person to comply.

FINANCIAL IMPACT:

There is no financial impact on the County as a result of proclaiming the second week of October as Code Enforcement Officer Appreciation Week. 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.

ALTERNATIVES:

The Board of Supervisors could choose not to approve the resolution. This is not recommended because this Resolution is part of a broader California state legislation to honor and recognize Code Enforcement Officers' hard-work and dedication to the communities they serve.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2019 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING THE 2nd WEEK OF OCTOBER AS CODE ENFORCEMENT OFFICER APPRECIATION WEEK IN SOLANO COUNTY

WHEREAS, the State of California has proclaimed the 2nd week of October as Code Enforcement Officer Appreciation Week; and

WHEREAS, Code Compliance Officers within the Department of Resource Management provide for the safety, health, and welfare of residents and visitors by ensuring compliance with local and state laws and ordinances regarding building, zoning, housing, and life safety issues; and

WHEREAS, our Code Compliance Officers have highly visible, challenging and demanding roles that require regular interactions with the public, businesses, and officials from various levels of government to improve the quality of life for residents, visitors, and businesses of our communities; and

WHEREAS, our Code Compliance Officers are dedicated, highly qualified, and highly trained professionals who share the goals of preventing neighborhood deterioration, enhancing communities, ensuring safety, and preserving property values through knowledge, training, and application of housing, zoning, and nuisance laws; and

WHEREAS, Solano County wants to recognize and honor our Code Compliance Officers that serve our community and acknowledge their role in leading the way to improve quality of life within our community; and

WHEREAS, as we observe Code Enforcement Officer week, we ask all residents to join in recognizing and expressing their appreciation for the dedication and service by the individuals who serve as our Code Compliance Officers.

NOW, THEREFORE BE IT RESOLVED that the Solano County Board of Supervisors hereby recognizes October 6th through October 12th, 2019, the second week of October, as Code Enforcement Officer Appreciation Week in Solano County.

Dated this 24th day 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 #:	10	Status:	Consent Calendar
Type:	Miscellaneous	Department:	Resource Management
File #:	19-756	Contact:	Mike Yankovich, 784-3159
Agenda date:	10/01/2019	Final Action:	
Title:	Approve a plaque of appreciation honoring Karen Avery, Senior Planner, upon her retirement from the Department of Resource Management with over 13 years of dedicated public service to Solano County		
Governing body:	Board of Supervisors		
District:	All		
Attachments:			

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

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board of Supervisors approve a plaque of appreciation honoring Karen Avery, Senior Planner, upon her retirement from the Department of Resource Management with over 13 years of dedicated public service to Solano County.

SUMMARY/DISCUSSION:

Karen Avery will be retiring on October 8, 2019 as a Senior Planner with the Department of Resource Management after 13 years of excellent service to Solano County and its residents. Ms. Avery began her tenure with Solano County on February 27, 2006 as an Assistant Planner. She was promoted to Associate Planner in 2006 and to Senior Planner in 2007. Prior to Solano County Ms. Avery started her public service career in 1987 with the City of Dixon until her husband was transferred to another military base in 1993.

During her career, Ms. Avery worked on numerous land use applications which included subdivisions, conditional use permits, and variances. Ms. Avery also participated in policy issues which included the extensive analysis of how to address cannabis regulations in Solano County in response to changing State laws. She also gave presentations to groups on different items of interest as well as presenting reports before the Planning Commission and the Board of Supervisors. Examples of projects that she worked on include the expansion of Vineyard RV Park, Solano Land Trust Rockville Trails Park, Syar's 2014 Lake Herman Quarry expansion and was the State Mining and Reclamation planner for the County for the last five years.

During Ms. Avery's 13 years with the County, she provided invaluable support to the public and was continually complimented for being knowledgeable and responsive. In fact, she was voted Star Performer for Planning in 2007, 2013 and 2015. Her pleasant and positive attitude earned her the respect of management and staff as well as members of the Planning Commission. While she will be greatly missed, we are glad that she will be able to spend more time with her family and pursue other opportunities. We wish her well in all her 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 may choose not to approve the plaque of appreciation. This is not recommended as it is an opportunity to acknowledge Ms. Avery's dedicated service to Solano County.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

675 Texas Street
Fairfield, California 94533
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Agenda Submittal

Agenda #:	11	Status:	Consent Calendar
Type:	Appointment	Department:	Resource Management
File #:	19-737	Contact:	Karen Avery, 784-3165
Agenda date:	10/01/2019	Final Action:	
Title:	Appoint the Director of Resource Management as Solano County's Authorized Designee to review timberland conversions of less than three (3) acres in response to a request from the California Board of Forestry and Fire Protection		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Board of Forestry and Fire Protection Request		

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 appoint the Director of Resource Management as the Authorized Designee to review timberland conversions of less than three (3) acres in response to a request from the California Board of Forestry and Fire Protection.

SUMMARY:

The California Board of Forestry and Fire Protection is encouraging County Boards of Supervisors to appoint an authorized designee to review timberland conversions of less than three (3) acres to ensure that the resulting land use will conform to that County's regulatory requirements. By approving an authorized designee, Solano County will have the opportunity to verify that property owners have demonstrated that their intent to convert timber to another land use conforms with Solano County's land use requirements.

FINANCIAL IMPACT:

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

DISCUSSION:

The California Department of Forestry and Fire Protection (CALFIRE) enforces California Public Resources Code (PRC) provisions for Timberland, Timber Operations (logging) and Timberland Conversions (changing land use from timberlands to some other land use). The Public Resources Code for Timberland Conversions establishes an exemption from a conversion permit of less than three (3) acres. To be eligible for an exemption, documentation must be submitted to CALFIRE which includes evidence that the conversion of the

timberland to some other use is in conformance with all County regulatory requirements.

The California Department of Forestry and Fire Protection and the Board of Forestry and Fire Protection acknowledges the importance of County participation in land use decision making by giving the County the opportunity to determine that proposed timberland conversion is in conformance with all County regulatory requirements by requesting a signed and dated statement from an authorized designee of the County Board of Supervisors. Should a County choose not to have an authorized designee, the County relinquishes the opportunity for review and it falls to a Registered Professional Forester (RPF) to prepare a "less than 3-acre exemption" to certify that a County has been contacted and the conversion is in conformance with that County's regulatory requirements. These RPF's have stated that this determination is somewhat challenging since each County has different regulatory requirements. The less than three (3) acre exemption review by a county authorized designee would provide clarity to the review process.

Though Solano County does not have lands designated in a specific Timberland Protection Zone (TPZ), Solano County does have commercial Christmas tree farms which is a land use included in the Public Resources Code's definition of timberland. Providing the California Department of Forestry and Fire Protection an authorized designee from Solano County will ensure the Director of Resource Manager is informed of any conversions of timber of less than three (3) acres.

ALTERNATIVES:

The Board could decide not to appoint the Director of Resource Management as the authorized designee to review timberland conversions of less than three (3) acres. This is not recommended as the Board of Forestry and Fire Protection has requested that all California counties appoint an authorized designee to review timberland conversions of less than three (3) acres.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RECEIVED

BOARD OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246
SACRAMENTO, CA 94244-2460
Website: www.bof.fire.ca.gov
(916) 653-8007

AUG 07 2019

COUNTY OF SOLANO
RESOURCE MANAGEMENT

Solano County Department of Resource Management,

The California Board of Forestry and Fire Protection (Board), which is responsible for developing forest policy and regulation for the State and, together with CAL FIRE, carrying out the Legislature's mandate to protect and enhance the State's unique forest and wildland resources, is currently in the process of updating its list of county Authorized Designees to review less than three-acre conversion exemptions. This list, which is resultant from the Board's regulations related to such conversions in Section 1104.1 of Title 14 of the California Code of Regulations, is necessary in order to ensure that proposed projects conform to county requirements, and the Authorized Designee is necessary to ensure that these projects are reviewed under the appropriate authority.

During initial outreach on this issue roughly two years ago, only counties with zoned timberland were contacted regarding this exemption and, as such, the County of Solano was not contacted. However, these regulatory requirements are applicable to all timberlands as defined pursuant to Public Resources Code Section 4526, and are not reliant exclusively upon zoning designation. The Board is now reaching out to all counties in California to appoint Authorized Designee(s) to review conversions submitted under this exemption.

Included in this mailing is a copy of the initial outreach letter along with supporting documentation and additional information. While the Board recognizes that some counties may not engage in this process often, we are asking all counties to appoint a designee to ensure that the counties are aware of all proposed timberland conversion activities, that timberland conversions conform with all applicable county regulatory requirements, and ultimately to provide an effective mechanism for counties to increase control over land use within their jurisdiction.

Responses, questions, or comments may be submitted to:

Board of Forestry and Fire Protection
Attn: Eric Hedge
P.O. Box 944246
Sacramento, CA 94244-02469

or

eric.hedge@bof.ca.gov

Sincerely,

BOARD OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246
SACRAMENTO, CA 94244-2460
Website: www.bof.fire.ca.gov
(916) 653-8007



Eric Hedge
Regulations Program Manager
Board of Forestry and Fire Protection



Solano County

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

Agenda Submittal

Agenda #:	12	Status:	Regular Calendar
Type:	Presentation	Department:	Resource Management
File #:	19-742	Contact:	Bill Emlen, 784-6062
Agenda date:	10/01/2019	Final Action:	
Title:	Receive an initial review and assessment of affordable housing efforts in Solano County prepared by Consero Solutions in coordination with the Department of Resource Management and the County Administrators Office; and Provide comments and direction to staff and the consultant team for formulating recommendations on the County's approach to affordable housing moving forward		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Findings Memo, B - Options Memo, C - Funding Recommendations Memo		

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. Receive an initial review and assessment of affordable housing efforts in Solano County prepared by Consero Solutions in coordination with the Department of Resource Management and the County Administrators Office; and
2. Provide comments and direction to staff and the consultant team for formulating recommendations on the County's approach to affordable housing moving forward.

SUMMARY:

Consero Solutions (Consero) will be presenting their initial findings (Attached) regarding affordable housing efforts in Solano County including a discussion of options and funding opportunities. Consero has been working in coordination with the County Administrators Office and the Department of Resource Management to conduct the assessment which included significant research, interviews with numerous stakeholder, and discussions with other counties. Key objectives of Consero's work include gaining a better understanding of current affordable housing efforts in Solano County, identification of gaps where current programs and activities are not fully meeting needs and identification of options for moving forward.

Because of the Solano County's many decades of city centered growth policies, the County has not typically engaged in entitling affordable housing type projects in the unincorporated area. With the exception of a couple of specialized group homes, affordable housing projects are typically built in the cities. The County has contributed through loans or grants to some of these projects. Examples include the Temple Arts Lofts in

Vallejo, the Habitat for Humanity project for disabled veterans in Dixon, a ground lease and a financial contribution to the Habitat for Humanity project in Rio Vista for homeless veterans. In addition, the County has made programmatic contributions and loans to entities such as Mission Solano, Shelter Solano and Community Action North Bay to secure bed space and other services. The County is also an active participant in the Community Action Partnership Solano Joint Powers Agency (CAP Solano JPA) and makes an annual financial contribution of \$158,375 to the agency for their programs and projects.

As noted above, Solano County typically has not been directly involved in entitling large scale housing developments due to decades long city centered development policies. While significant numbers of housing units have been developed that are affordable to moderate incomes in the cities, there has been far less development of housing that is affordable for low and very low income individuals including specialized housing types needed for populations typically served by the County's social service and health care programs.

The work performed by Consero takes a closer look at what has been accomplished in meeting demand for affordable and special needs housing, what could be accomplished and how other counties have been organized to address similar needs. With increased funding opportunities emerging to address housing and homelessness through the State budget process and legislative action, it is an opportune time to step back and assess the current situation and consider whether to look more broadly at the County's role in contributing to meeting housing need and opportunities. The Consero report will provide the background and framework for this discussion, with Board input critical in developing a set of final recommendations.

FINANCIAL IMPACT:

The cost of the Consero contract to prepare the study was \$41,450.00. The cost of the contract is within the authority of the County Administrator and was included in the Fiscal Year 18/19 and 19/20 budgets. Any cost for additional programs or staff that might evolve as a result of this process would be evaluated in conjunction with follow up actions as necessary. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

DISCUSSION:

Housing production, housing affordability, and homelessness have emerged as key issues receiving significant attention by the State Legislative and the Governor. There are an significant if not unprecedented number of housing related bills under consideration with some enacted. In addition, there are a number of related funding allocations in this year's State budget directed towards housing and homelessness. The affordable housing crisis in the Bay Area has a geographic reach that directly impacts Solano County. For example, Solano County has become a major outlet for Bay Area residents seeking more affordable for sale residential units. Even with recent increases in for sale prices, particularly for new single family residential units, the price point in Solano County is still far more affordable than equivalent housing in the core of the Bay Area.

Regrettably, Solano County and its cities do not receive credit for producing more affordable housing in the context of the Bay Area housing market. Units that might qualify as low income in a core Bay Area location under the housing allocations associated with the Regional Housing Needs Assessment (RHNA) process are not similarly categorized as low income in the Solano County market and thus Solano Cities receive no such credit in meeting allocation requirements. This is despite the fact that price pressures from the Bay Area housing market are reducing affordability to local residents, particularly those population sectors that have less means to keep up with rapidly rising rents and home prices.

Consero was hired to conduct an initial assessment of affordable housing production and programs in Solano

County with a focus on gaps where needs are not fully being met. Their presentation will highlight initial findings and discuss options. They also assembled a comprehensive list of funding opportunities that are available along with associated timelines and eligibility requirements. The extent of the list provides a point of emphasis on the importance of further organizing the County's resources dedicated to affordable housing to take full advantage of these opportunities.

The Consero findings acknowledge the important work already being done by the County to increase affordable housing. The County is an active participant in CAP Solano and provides a financial contribution to its programs. The Health and Social Services Department has been successful in receiving grants such as "No Place Like Home". Further, the County is active in the Regional Housing Needs Assessment (RHNA) process working with all Cities in the County and the STA to establish a sub-region which allows the local jurisdictions determine how housing allocations assigned by the State Housing and County Development are to be distributed locally in Solano County. Recognizing these efforts and the County's contributions to affordable and special needs housing and beds noted above, the Consero work explored and suggests options for further organizing efforts by the County and in partnerships with the cities to facilitate more affordable and special needs housing throughout the County.

The findings and options explored by Consero do not suggest Solano County should contemplate changes that would involve development of housing in the unincorporated area. They do explore partnership and other organizational changes that could facilitate development of housing that is targeted to needs and gaps that directly correlate to needs of clients utilizing the County's various services and programs. Examples of options discussed include:

- Form a Solano County Executive Team to develop and implement a housing plan. Similar approaches were utilized in several counties they interviewed.
- Fund development of and implement a housing plan.
- Further cultivate partnerships with health care providers in the region that may provide support in efforts to address housing needs, particularly for the homeless population and other special needs areas.
- Expand efforts of CAP Solano by bolstering governance and increasing funding.
- Continue to build on the partnership with the STA on housing and affordable housing issues in recognition of increasing linkages between housing and transportation funding.

The Consero findings and options explored represent a broader look at what is being done to address housing in Solano County with a focus on affordable and special needs housing. The availability of housing has become a significant issue under the current market conditions. Mandates from the State and Regional agencies to address housing needs are increasing. The Consero presentation is intended to assist the Board in assessing what the County is currently doing in addressing housing issues, whether or not additional effort is needed, and what options might be considered if the Board wants to organize differently or expand programs in the future.

ALTERNATIVES:

The Board could determine not to receive the Consero presentation. Such action is not recommended as affordable housing is an important issue and the information presented is intended to assist the Board in evaluating the current state of affordable housing efforts in the County and options for moving forward.

OTHER AGENCY INVOLVEMENT:

Consero interviewed staff from several counties and department staff from the Department Health and Social Services and other local agencies in developing their findings and options.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

MEMORANDUM 1

To: Birgitta Corsello
County Administrator, Solano County

Bill Emlen
Director of Resource Management, Solano County

From: Petrea Marchand – President, Consero Solutions
Marissa Eng – Associate Consultant, Consero Solutions
Joan Planell – Consultant

Date: August 28, 2019

RE: Summary of Solano County's current affordable housing efforts

The following memo summarizes major findings regarding Solano County's ("County") current work to establish partnerships, seek funding, and implement projects related to increasing the affordable housing supply in the County. The County's interest in existing affordable housing efforts is consistent with the state's increasing focus on issues of affordable housing and homelessness. Governor Newsom's 2019-20 state budget includes an unprecedented \$2.4 billion in funding to fight California's homelessness and affordable housing crisis across multiple departments and programs, plus expanded tax credits. The Governor and the Legislature are also proposing new laws designed to incentivize local jurisdictions to increase the affordable housing stock. In May, the Governor further announced the formation of a homeless task force led by Sacramento Mayor Darrell Steinberg. With this shift at the state level comes an unprecedented opportunity for Solano County to increase its capacity to serve residents in need.

In preparing this summary, Consero Solutions ("Consero") conducted a series of telephone interviews with individuals the County identified as key to this work. Please see table provided on the following page for a full list of interviewees.

Table 1: List of Individuals Interviewed

Name	Title
Tonya Nowakowski	Former Assistant Director of Health and Social Services
Carolyn Wylie	HomeBase Deputy Director
Sandra Sinz and Emery Cowan	Deputy Director of Behavioral Health and Behavioral Health Services Administrator
Matt Walsh	Principal Planner
Deborah Vaughn	Principal Management Analyst
Robert Guerrero	Solano Transportation Authority Director of Planning
Aaron Crutison and Margaret Friel	Deputy Director of Child Welfare Services and Child Welfare Supervisor

Consero will use the information from the interviews to inform the development of options available to Solano County to further increase the supply of affordable housing.

FINDINGS

- There is universal agreement the County needs more housing for vulnerable unhoused populations, and those at risk of losing housing.** These populations include people who are suffering from mental illness and substance abuse, people who are physically disabled, aging out foster youth, veterans, and low-income working families. The table below provides the average interview responses for Question #1 (*On a scale of 1 to 10 with 1 being totally inadequate supply and 10 being supply meets demand, how would you score the supply of affordable housing for the following populations in Solano County?*)

Table 2: Average Responses Regarding Housing Adequacy (scale of 1 to 10)

Unhoused people suffering from mental illness	Unhoused people suffering from substance abuse	Unhoused people who are physically disabled	Aging out foster youth	Veterans	Low-income working families
2.25	2.25	2.83	2.88	4.88	3.38

Although interviewees agreed affordable housing (and in particular, permanent supportive housing) was a need across all populations, average responses suggest certain groups are in greater need than others:

- The rating for veterans was highest. Tonya Nowakowski, formerly of Health and Social Services, speculated there is less of a societal stigma associated with housing veterans. Director of Veteran Services Ted Puntillo, who responded to this question on behalf of Principal Management Analyst Deborah Vaughn, shared, “Veterans have more options than non-veterans as there are more benefits for this population including veteran specific housing, grant, and per diem programs including VASH certificates.” This finding is not unique to Solano County as it is a direct result of a federal government policy decision to increase resources to veterans who are homeless.

- All agreed those suffering from mental illness, substance abuse, and/or physical disability were most in need of additional housing and the most challenging to house, which many attributed to a culture of NIMBYism as well as the complex nature of mental illness, substance abuse, and disability.
 - Falling somewhere in the middle was the aging out foster youth population. Carolyn Wylie of HomeBase described this group as growing in number and “easily victimized.” Aaron Crutison and Margaret Friel of Child Welfare said it is “definitely a struggle” for aging out foster youth to find affordable housing within Solano County, particularly for those over age 21, as they have even fewer options and resources available to them. The numbers of foster youth leaving the system at age 21 after participating in extended foster care services from age 18 years to 21 ranges between six and ten. These youth face the same tight affordable housing market as other residents of Solano County and often choose to leave the County if they are unable to secure subsidized housing.
 - Rating slightly above aging out foster youth but below veterans was low-income working families. Manager of Health and Social Services Housing Programs Belinda Jackson-Thomas, responding to the question on behalf of Ms. Vaughn, graded the County a “2” in this area due to a lack of available housing stock, and writes: “The majority of the families we serve have barriers to securing permanent housing. Most have evictions or poor credit on their record, both of which present risks to prospective landlords.”
2. **The Community Action Partnership Solano Joint Powers Agency (CAP Solano JPA) is facilitating the construction of more affordable housing projects than they have in the past and working with cities to apply for grant opportunities.** CAP Solano JPA has directed funds from Partnership HealthPlan to construct three affordable housing projects, fulfilling a need to construct permanent supportive housing, which is widely considered by those interviewed as a top priority in Solano County. Projects include two Eden Housing projects in Vallejo and Vacaville and a MidPen Housing project in Fairfield.

Table 3 below provides details about these three projects, which will result in an estimated 220 units of affordable housing. The Eden Housing project in Vallejo will provide 100% permanent supportive housing, while the MidPen project in Fairfield consists of over 48% permanent supportive housing through NPLH and Partnership funding. The Eden Housing project in Vacaville will provide at minimum 8 units of permanent supportive housing; the status of the remaining 65 units is unknown. CAP Solano JPA managed the Request for Proposal (RFP) process for the Partnership HealthPlan funds listed below; the Department of Health and Social Services, in collaboration with MidPen Housing, applied for the No Place Like Home (NPLH) funds, as required by the State Department of Housing and Community Development. The funding sources of Partnership HealthPlan, NPLH, Federal Home Loan Bank, and city contributions comprise part of the dollars needed to build these three developments. Developers are seeking additional funds to complete the projects through tax credits and additional sources. The following three construction projects are not entitled yet, although Eden Vallejo has begun the entitlement process and MidPen Fairfield anticipates submitting the entitlement package in early fall.

Table 3: Summary of Planned Housing Projects Facilitated by CAP Solano JPA

Developer	City	Funds Awarded to Date	Funding Source(s)	Total Units	Estimated Completion
Eden Housing	Vallejo	\$1.5 million	Partnership HealthPlan (8 units)	75	May 2022
		Up to \$2 million	City of Vallejo		
Eden Housing	Vacaville	\$1.1	Partnership HealthPlan (8 units)	73	April 2022*
MidPen Housing	Fairfield	\$851,598	Partnership HealthPlan (10 units)	72	Mid-2022
		\$4.7 million	No Place Like Home (34 units)		
		\$710,000	Federal Home Loan Bank (71 units)		
		\$2 million	City of Fairfield		
TOTALS:		\$12.9 million		220	

* PROJECT SITE AND NUMBER OF UNITS HAS RECENTLY CHANGED; INFORMATION WILL BE UPDATED ONCE AVAILABLE

CAP Solano JPA also is successfully responding to available statewide and federal housing and supportive services grant opportunities, including the State sponsored California Emergency Services and Housing (CESH) and Homeless Emergency Aid Program (HEAP) grant opportunities, as well as the historically federally funded Emergency Solutions Grant (ESG) and Continuum of Care funding. This past spring it announced the local recipients of \$4.9 million in HEAP funding and \$689,901 in CESH funding.

3. **CAP Solano JPA appears to be a well-run organization endeavoring to fulfill its mission to provide oversight and resources to organizations that creatively deliver successful services to low-income people.** CAP Solano JPA has developed the administrative infrastructure necessary to pursue opportunities as they become known. Its membership consists of staff representatives from each of the cities (with the exception of Dixon) and the County who need to receive direction from their respective entities as to larger macro and systemic goals. In March 2017, CAP Solano JPA released a five-year strategic plan, *Neighbors Helping Neighbors: Forward Together*, the 5-Year Regional Strategic Plan to Respond to Homelessness in Solano County, followed by an addendum in 2019. CAP Solano JPA currently lacks the staff and funds to engage in more comprehensive strategic planning and the breadth and depth of outreach necessary to fully develop an effective collaborative approach to address the complex problems of homelessness and affordable housing. CAP Solano JPA's impact is further limited by the lack of high-level decisionmakers, such as elected officials, on the CAP Solano JPA Board.

4. **While construction of affordable housing is widely seen as a need, it is not included in the current mission of Solano County.** Solano County has historically not focused on the construction of affordable housing because the County's voter-approved city-centered growth initiative has directed most development to the cities, which have better access to basic infrastructure such as transit, water, and sewer than the unincorporated area. At the same time, the County is responsible for assisting vulnerable populations in need of affordable housing.

Given the demonstrated need for additional housing, the County is reevaluating its role in increasing the affordable housing supply. While staff across departments are tracking funding opportunities and/or participating in affordable housing discussions, Solano County currently has no dedicated staff person or department to manage an affordable housing program or to comprehensively track existing efforts or programs. Deputy Director of Behavioral Health Sandra Sinz stated, "People can't recover their mental health until they have housing," but acknowledged her team has neither the time nor the specialized expertise to address this problem, leading to considerable waiting lists for all programs and a lack of staff capacity to pursue funding opportunities.

The decision regarding Solano County's appropriate affordable housing role is further complicated because Solano County is the most affordable Bay Area county, therefore attracting people who work outside the County. Principal Planner Matt Walsh reported the County is constructing affordable housing for Bay Area workers unable to afford market rate housing elsewhere. Robert Guerrero of the Solano Transportation Authority affirmed Solano is the most affordable Bay Area county, a point further underscored by a *Vallejo Times Herald* [article](#) citing a California Housing Partnership Housing Needs Assessment. The assessment revealed an individual must still earn a wage of at least \$36.06/hour (\$75,000 annually) to afford the Solano County's median monthly rent of \$1,875. Given the widespread demand for affordable housing, the County will need to identify the gaps the County may be best suited to fill.

5. **Affordable housing is needed in all geographic areas of the County, but especially in cities with close proximity to transportation, infrastructure, and services.** As previously mentioned, Solano County's city-centered growth approach directs development to the cities, which are better equipped with basic infrastructure needs and services. Mr. Guerrero described housing and transportation as "integrally linked," as demonstrated by state policy proposals, such as creating priority development areas in transit zones and the Newsom Administration's proposal to link Regional Housing Needs Assessment (RHNA) targets with transportation funding. Moreover, interviewees noted the majority of the County's homeless population is in the cities.
6. **Additional statistical information about the extent and scope of the affordable housing gap in Solano County is needed.** The people interviewed agreed multiple data sources exist to help define the housing gap, including RHNA numbers, the U.S. Census, and the Point-in-Time (PIT) Count, but no interviewee possessed information about the extent of the gap. Resource Management Director Bill Emlen confirmed the County does not yet have a comprehensive assessment of its housing gap.

Neither RHNA numbers nor PIT Count data adequately reflect information about the specific amount of housing needed by the subpopulations the County expressed an interest in serving. In the words of Mr. Guerrero, "A lot of good data is being collected" but there remains a need to compile and utilize this information to create measurable goals. CAP Solano JPA also confirmed the JPA has not completed a full housing gap analysis as part of its work, although its strategic plan represents the most comprehensive effort to develop affordable housing goals of any organization interviewed.

A preliminary report on the 2019 PIT Count indicates a six percent reduction in the County's total homeless population, from 1232 individuals in 2017 to 1151 individuals in 2019, including a five percent reduction in homeless veterans, and a 48 percent reduction in homeless families. However, the number of people living homeless increased in certain categories as follows:

- those who are chronically homeless increased by four percent
- those who are unsheltered increased by eight percent
- those who are unhoused transitional age youth increased by six percent

7. **Solano County has successfully applied for grants for affordable housing construction but has passed up on other valuable funding opportunities due to a lack of staff time needed to pursue funding opportunities.** Solano County, in collaboration with affordable housing developer MidPen Housing, applied for and received a noncompetitive NPLH allocation of \$1,711,136 and a competitive NPLH allocation of \$3,026,167. In total, the project will add 72 units (including one manager's unit); 34 of the units are funded with NPLH dollars and designated for those with mental illness, and the 38 remaining units will be funded with outside dollars. Construction is expected to start in late 2020 and be completed by mid-2022. The City of Fairfield Housing Authority proposes to support the 34 NPLH units with Section 8 housing vouchers. It will augment existing funding provided to CAP Solano JPA through Partnership HealthPlan. Solano County has also set aside \$1.6 million in housing match funds.

Solano County has also missed out on funding opportunities, however, such as the Community Services Infrastructure Grant Program (a one-time funding opportunity administered by the California Health Facilities Financing Authority, which provided counties with capital funds to create and expand alternatives to incarceration), Housing Opportunities for People with AIDS (HOPWA), and the Adult Reentry Grant Warm Hand-Off Program. The Adult Reentry grant was another one-time opportunity administered by the Board of State and Community Corrections, which provided funds for rental assistance and reentry of people transitioning out of jail and into communities (known as a "warm hand-off" service model).

Ms. Sinz stated Behavioral Health has regrettably passed up promising funding opportunities due to sheer volume of opportunities coupled with limited staffing capacity to secure housing funds, while Ms. Nowakowski explained having no grant writer on the Health and Social Services staff made applying for external funding all but impossible.

8. **Homelessness and affordable housing are complex problems facing the entire state, necessitating a collaborative approach with cities, counties, nonprofit agencies, and community entities working in close partnership.** The CAP Solano JPA and the Solano Transportation Authority, which are agencies comprised of membership from multiple jurisdictions and organizations, provide forums for city and County leaders to discuss opportunities for collaboration. The County is not currently fully utilizing these forums, however, to advance regional efforts in the areas of affordable housing and homelessness. The Board of the CAP Solano JPA, for example, does not currently consist of elected officials or other top decisionmakers.
9. **The Solano Transportation Authority may provide an opportunity to increase countywide collaboration.** Mr. Guerrero of the Solano Transportation Authority expressed interest in collaborating on affordable housing projects with Solano County and the cities, including funding research. As a JPA, he stated the Authority Board includes mayors from every City and a member of

the County Board of Supervisors, as well as provides a direct conduit to the Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG) two regional entities assisting local governments with achieving land use and transportation goals. ABAG is receiving \$25.5 million in one-time funding through the 2019-20 state budget for support in implementing the sixth cycle of RHNA.

MEMORANDUM 2

To: Birgitta Corsello
County Administrator, Solano County

Bill Emlen
Director of Resource Management, Solano County

From: Petrea Marchand – President, Consero Solutions
Marissa Eng – Associate Consultant, Consero Solutions
Joan Planell – Consultant

Date: August 13, 2019

RE: Options to increase affordable housing in Solano County

This memo provides an overview of options Solano County may consider to increase the construction of affordable housing for the populations the County serves: unhoused people suffering from mental illness, substance abuse, and/or physical disabilities, aging out foster youth, veterans, and low-income working families. To develop these options, Consero Solutions (“Consero”) and consultant Joan Planell interviewed Solano County staff and partners involved with housing issues, as well as interviewed staff in four counties with established housing programs of interest to Solano County: Santa Clara, Placer, Sonoma, and Santa Cruz. The options described in this memo are not mutually exclusive, as the County may wish to pursue multiple options simultaneously or implement portions of the options.

OPTIONS

As a result of the increasing scarcity of affordable housing in the Bay Area and the availability of additional state resources to address housing issues, Solano County asked Consero and Ms. Planell to explore opportunities for the County to further the construction of affordable housing, either independently or in coordination with cities. The existing work of Solano County staff and partners provides an excellent foundation for future opportunities, as does the innovative approaches adopted by other counties. Consero and Ms. Planell identified the following options for Solano County consideration:

Option 1: Maintain the status quo. The County would continue its city-centered growth approach, supporting efforts of the individual cities, Community Action Partnership Solano Joint Powers Agency (CAP Solano JPA), and Solano Transportation Authority as needed but allowing these entities to drive efforts to increase affordable housing stock in the region. Continuation of this option would not significantly reduce the affordable housing shortage.

Option 2: Form a Solano County Executive Housing and Homelessness Team to develop and implement a housing plan, as well as hire a new point person to staff the team and further priorities. The first, sixth, and seventh findings in “Summary of Solano County’s Current Affordable Housing Efforts (Memorandum 1)” informed this option. These findings documented the need not only to construct

more affordable housing in Solano, but to fill data gaps and hire staff to ensure the County is maximizing funding opportunities.

Solano County could create an Executive Housing and Homelessness Team in the County Administrator's office composed of Department heads and staffed by a new Housing Manager hired solely to assist with the construction of affordable housing. The Executive Housing and Homelessness Team would first develop a housing plan – or help update the existing CAP Solano JPA strategic plan - to identify priorities, actions, and timelines, followed by implementation of the actions in the plan. The plan would include opportunities to update the zoning code, adopt innovative housing options (e.g. tiny homes), and describe opportunities to collaborate with cities. The Executive Housing and Homelessness Team, led by the County Administrator, would allocate existing staff resources as needed to assist the Housing Manager with implementation of priorities. The Housing Manager would present at least twice a year to the Board of Supervisors to provide updates on progress towards plan implementation.

Interviews with staff from Placer and Santa Clara Counties provide the foundation for this option. Both counties decided to invest in affordable housing after the Board of Supervisors adopted housing as a top priority. Both counties have made significant gains in their ability to plan for and construct affordable housing as a direct result of deciding to allocate staff and financial resources to the construction of affordable housing, as well as adopting a multi-disciplinary approach across departments.

Placer County. Placer County created an Executive Housing Team and a housing unit in the Community Development Resource Agency. The housing unit consists of two full-time staff members and one half-time staff person. The Executive Housing Team is led by the County Executive and is composed of the heads of various County departments, including Public Works, Facilities, and Human Services. The Executive Housing Team completed the "Housing Strategy and Development Plan" in June 2019 and reports annually to the Board of Supervisors on progress towards implementing housing goals. Placer County focuses exclusively on the construction of affordable housing in the unincorporated area and does not coordinate with cities, in part because Placer has over 100,000 people in the unincorporated area. Placer hired BAE Urban Economics to complete the plan.

Santa Clara County. Santa Clara County created a housing and homelessness task force in coordination with cities and non-profit organizations that worked to develop a series of recommendations over the course of nine months. These recommendations in turn informed the development of Santa Clara County's "Community Plan to End Homelessness", the County's guiding document. After adoption of the plan, a member of the Board of Supervisors led a campaign to pass a tax measure that resulted in \$950 million to support affordable housing efforts. The funds allowed the Housing and Community Development Division to grow from 20 to 132 staff within four years. The County works closely with the cities to implement the plan, even providing funding for a staff person in the City of San Jose to assist with construction of affordable housing.

With an Executive Housing Team in place, Solano County may consider the following actions:

2-A: Formally adopt Housing First as a Countywide principle. The California Department of Housing and Community Development defines Housing First as "an approach to serving people experiencing homelessness that recognizes a homeless person must first be able to access a

decent, safe place to live, that does not limit length of stay (permanent housing), before stabilizing, improving health, reducing harmful behaviors, or increasing income.” Moreover, Housing First is an evidence-based practice adopted at both the federal and state level. Housing and Urban Development-funded programs are now required to be Housing First, and Governor Jerry Brown signed a bill into law in September 2016 requiring all departments administering state programs to adopt Housing First guidelines and regulations to incorporate core components of Housing First by July 2019. Housing First is a guiding principle of CAP Solano JPA, and one of CAP Solano JPA’s core strategies cited in its five-year strategic plan “Neighbors Helping Neighbors,” is to improve system navigation by incorporating Housing First throughout the County.

2-B: Develop a funding plan for implementation of the housing plan. The most successful plans in other counties are those with a stable and reliable funding source, whether it is a commitment of General Fund or revenue from a tax measure. Solano County has already set aside \$1.6 million in housing match funds. Placer County initially developed a plan without a corresponding finance plan, but the County realized quickly that success depended on an organized approach to funding. The County therefore asked BAE Economics to also complete a funding plan after completion of the “Housing Strategy and Development Plan.” Solano County should identify General Fund, private, and public funding the County could use to further the goals in the housing plan and continuously track opportunities to ensure adequate time to apply and build partnerships.

2-C: Continue to focus on a range of services that meets the needs of the target populations. Solano County is already working to provide a range of services to meet the needs of target populations, but more work is necessary. Permanent supportive housing is universally accepted as the best option for those chronically living in homelessness, while rapid re-housing has proven most successful for domestic violence survivors and others who have job skills to enter the workforce. Emergency shelters are necessary for safety and protection for those who are chronically homeless, unsheltered, and unable to access permanent supportive housing immediately. The County could develop affordable housing and match those in need with the type of services that have been proven to be most effective for their need. The unanimous opinion of the staff interviewed about the current status of affordable housing in Solano, cited in “Summary of Solano County’s Current Affordable Housing Efforts (Memorandum 1)”, was the County needs more housing for all the vulnerable unhoused populations, which will require a range of housing services and in particular more permanent supportive housing for those suffering from chronic homelessness.

2-D: Take full advantage of planning grant and technical assistance opportunities. Planning grants, such those offered through SB 2 and the newly established Local Government Planning Support Grants Program,¹ provide jurisdictions with funds to update planning documents and zoning ordinances, revamp local processes, establish community partnerships, and more, in order to streamline housing approvals and accelerate production. Solano County could also take advantage of the free technical assistance provided by the Department of Housing and Community Development to build its capacity to develop projects for these and other upcoming funding opportunities. Technical assistance providers include Technical Assistance Collaborative, Inc., Corporation for Supportive Housing, HomeBase, and PlaceWorks. When Santa Cruz County adopted Housing First, the County received technical assistance training to assist in rollout and

¹ See “Funding Recommendations for Affordable housing, Planning, and Economic Assistance (Memorandum 3)” for more information on the SB 2 Planning Grant and Local Government Planning Support Grants Programs

implementation from HomeBase through the Department of Housing and Community Development.

2-E: Further cultivate partnerships with healthcare providers in the region (Kaiser Permanente, NorthBay, and Sutter Health) that may provide financial and political support of the County's efforts to increase affordable housing stock. CAP Solano JPA is already forming partnerships with healthcare providers and in fact is scheduled to present to the hospitals in Solano County (Kaiser Permanente, NorthBay, and Sutter Health) in early September to inform them of the status of the current state of the homeless system of care in Solano, to share various priorities that need support, and to request funding to support constructing permanent supportive housing. Solano County should actively support and further these existing efforts. This recommendation stems from "Funding Recommendations for Affordable Housing, Planning, and Economic Assistance (Memorandum 3)" regarding medium- and long-term opportunities for funding, as well as the seventh finding in "Summary of Solano County's Current Affordable Housing Efforts (Memorandum 1)" related to the need for to explore additional funding opportunities. Placer County is successfully utilizing this strategy, which has resulted in \$2 million in funding from Sutter Health, enabling the County to develop a range of housing options including the purchase of two homes with a total of 14 bedrooms that provide housing for up to 20 people experiencing homelessness each year. Moreover, legislation passed in 2018 (SB 1152, Hernandez) incentivizes additional collaboration between healthcare providers and homeless service providers because of new requirements that hospitals must identify a post discharge destination for homeless patients, with priority given to identifying a sheltered destination with supportive services. SB 1152 also requires hospitals to develop a written plan for coordinating services and referrals for homeless patients with the county behavioral health agency, health care and social services agencies in the region, health care providers, and nonprofit social services providers, as available, to assist with ensuring appropriate homeless patient discharge.

2-F: Identify city partners to help identify and collaborate on affordable housing construction projects. This recommendation stems from findings five and eight in "Summary of Solano County's Current Affordable Housing Efforts (Memorandum 1)" related to the need to collaborate with cities because of the complexity of the affordable housing process and to work with cities to support the construction of affordable housing projects in incorporated areas. Solano County already has established partnerships with cities, such as the long history of partnership with the Vacaville Housing Authority to manage the Section 8 vouchers for the County and the cities of Dixon, Rio Vista, and Vacaville. Since the majority of construction should take place in the cities given infrastructure availability and access to services, Solano needs city partners for future projects.

All counties researched for this report demonstrated some degree of partnership with their cities. Santa Clara County works closely with the City of San Jose, while Placer County coordinates with the City of Roseville and interfaces with other local agencies through the Mountain Housing Council, a grant-funded community partnership featuring 28 partners, including cities, the County, school districts, and hospitals. Rayne Marr, Homeless Services Coordinator of Santa Cruz County, meets weekly with the City of Santa Cruz, discussing a range of topics from the logistics of a shuttle shelter system to budgetary concerns.

2-G: Work with the Solano Transportation Authority, the Association of Bay Area Governments, and CAP Solano JPA to convene elected officials and other stakeholders. The Association of Bay

Area Governments has resources to support affordable housing efforts in the Bay Area and the Solano Transportation Authority has already taken steps in helping the County and cities coordinate efforts on affordable housing through the Solano Housing Investment Program, which aims to utilize SB 2 Planning Grant funds to create and categorize an inventory of housing sites and assist the seven cities and the County in meeting its RHNA targets. Given the Solano Transportation Authority Board of Directors already includes elected officials, unlike the CAP Solano JPA Board of Directors, the Transportation Authority may provide a useful forum to assist CAP Solano JPA in efforts to convene cities, the County, and other stakeholders to update the CAP Solano JPA strategic plan or fill in other planning gaps.

2-H: Develop a public outreach strategy for affordable housing projects. All the counties interviewed for this project experienced various levels of difficulty associated with community opposition to affordable housing projects and emphasized the need for organized and sophisticated public outreach. Solano County should work with partners to develop a public outreach strategy early on in the process, either as part of updating CAP Solano JPA's strategic plan or as a separate document developed simultaneously. The strategy should emphasize the following:

- Utilize multiple modes of public outreach to maximize accessibility and engagement, including meeting with individuals, community meetings, and presentations to the Board of Supervisors.
- Start public outreach at the concept stage.
- Partner with community or neighborhood leaders to conduct outreach efforts to ensure people who support the projects are present at meetings or forums where community concerns may be discussed.
- Work with a land use planner to develop criteria for identifying housing sites to maximize successful options.
- Find a development partner with a strong reputation for successfully completing affordable housing projects and cite statistics of that developer's ability to successfully build projects and address community concerns in communications to the public.
- Listen to public feedback and compromise when possible to secure a win-win solution of additional affordable housing that is acceptable to the community.

At the 2019 Conference on Ending Homelessness, held in Washington, DC and attended by Ms. Planell, panelists speaking on the topic of NIMBY-ism (i.e. Not In My Backyard) emphasized the need to elevate the visibility of project advocates. Solano County's public outreach strategy should enlist the support of vocal project supporters, including family members of affected populations, and general community advocates.

Option 3: Expand efforts of CAP Solano JPA by bolstering governance and increasing funding. This option derives from the second and third finding in "Summary of Solano County's Current Affordable Housing Efforts (Memorandum 1)" related to the ongoing success of CAP Solano JPA and the potential to further support the efforts of this organization. CAP Solano is proving effective at its current level of funding, but if Solano County wishes to further broaden its impact, additional resources are necessary. As noted in Memorandum 1, CAP Solano JPA currently lacks the resources to engage in comprehensive strategic planning and the breadth and depth of outreach necessary to fully develop an effective collaborative approach to address the complex problems of homelessness and affordable

housing. To address this issue, Consero presents the following options to assist CAP Solano JPA with strengthening its governance and financing:

3-A: Elevate the decision-making, collaborative capacity, and ultimate impact of CAP Solano JPA by appointing higher-level decisionmakers to the Board, such as the County Administrator, city mayors, and city managers. Although CAP Solano JPA has a five-year strategic plan, amended in 2019, it lacks the funding and high-level leadership from its member agencies to ensure plan implementation makes its greatest impact. Solano could consider replacing the Board members on the CAP Solano JPA with elected officials to bolster CAP Solano's capacity to secure resources and solve complex problems quickly. The CAP Solano JPA could employ a Board composition similar to the Solano Transportation Authority's model, consisting of mayors and/or city councilmembers.

3-B: Designate current CAP Solano JPA Board members as well as planning directors and Health and Social Services senior staff as a technical advisory committee to help inform the decision-making process. The Board members of the CAP Solano JPA have done an excellent job of moving affordable housing projects forward. If the CAP Solano JPA Board transitions to administrators or elected officials, these staff should remain actively involved at a high level because their expertise and experience is invaluable. CAP Solano JPA could form a Technical Advisory Committee composed of these staff to vet recommendations to the Board of Directors. This is also similar to the Solano Transportation Authority model, which has two technical advisory committees, one consisting of planning directors and one consisting of public works directors.

3-C: Develop a partnership with the Solano Transportation Authority, which has greater funding resources and regional visibility. The Solano Transportation Authority is shifting its role from purely transportation-focused to a transportation/housing hybrid model. For example, the Solano Transportation Authority has initiated a partnership with Solano County and individual cities to provide SB 2 Planning Grant development and implementation assistance. The Authority has also expressed an interest in helping to convene jurisdictions working on affordable housing issues. The work of these two entities complement one other, and the identification of additional partnership opportunities would further enhance the outcomes of both organizations.

MEMORANDUM 3

To: Birgitta Corsello
County Administrator, Solano County

Bill Emlen
Director of Resource Management, Solano County

From: Petrea Marchand – President, Consero Solutions
Marissa Eng – Associate Consultant, Consero Solutions

Date: August 28, 2019

RE: Funding recommendations for affordable housing, planning, and economic assistance

This memo summarizes funding opportunities that Consero Solutions (“Consero”), in consultation with Joan Planell, recommends Solano County (“County”) pursue. Consero organized this memo in order of short-, medium-, and long-term options so the County may strategically plan its affordable housing projects around funding availability. In preparing this document, Consero reviewed grant guidelines from the state (Department of Housing and Community Development (HCD)), corporations like the Federal Home Loan Bank of San Francisco and the Metropolitan Transportation Commission, and health care providers such as Kaiser Permanente, conducted outreach to grant managers, reviewed the 2018 Homelessness Task Force Report and the 2019-20 state budget, and interviewed experts in the field of affordable housing, homelessness, and social services, such as Ms. Planell. Consero will provide separate documents summarizing grant guidelines for the short-term opportunities.

Table 1, on the following page, includes all the short-, medium-, and long-term funding opportunities presented in the memo.

Table 1: Summary of Short-, Medium-, and Long-Term Funding Opportunities

Funding Program	Timing	Application deadline (if applicable)
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SB 2 Planning Grant <i>(New)</i>	Short-term	Mar 28 through Nov 30, 2019
Emergency Solutions Grant	Short-term	May 30, 2019
California Emergency Solutions and Housing	Short-term	Jun 28, 2019
Housing for a Healthy California	Short-term	Aug 13, 2019
No Place Like Home (Noncompetitive)	Short-term	Aug 15, 2019
Whole Person Care Pilots	Short-term	Sept 23, 2019
Permanent Local Housing Allocation <i>(New)</i>	Short-term	Final guidelines expected Sept 2019
Affordable Housing and Sustainable Communities	Short-term	Notice of Funding Availability (NOFA) expected Oct 2019
Veterans Housing and Homelessness Prevention Program	Short-term	NOFA expected Nov 2019
HOME Investment Partnerships Program	Short-term	Nov 2019
No Place Like Home (Competitive)	Short-term	Nov 2019
Infill Infrastructure Grant Program	Short-term	Dec 2019
Community Development Block Grants	Medium-term	NOFA expected Jan 2020
Homeless Housing, Assistance, and Prevention Program	Medium-term	Feb 2020
Local Government Planning Support Grants	Medium-term	July 2020
Kaiser Community Benefits Grant Program	Medium-term	March 2020
Federal Home Loan Bank of San Francisco Affordable Housing Program	Medium-term	March 2020
NorthBay Hospital	Long-term	Ongoing
Sutter Health	Long-term	Ongoing
One Bay Area Grant	Long-term	Mid to late 2021
William and Flora Hewlett Foundation	Long-term	Ongoing
Proposition 47	Long-term	2021

SHORT-TERM OPPORTUNITIES (APRIL-DECEMBER 2019)

Table 2 presents a chronological summary of short-term funding opportunities, with more detailed descriptions to follow.

Table 2: Summary of Short-Term Funding Opportunities

Funding Program	Application deadline	Applicant
SB 2 Planning Grant <i>(New)</i>	Mar 28 through Nov 30, 2019	Solano County
Emergency Solutions Grant	May 30, 2019	CAP Solano JPA
California Emergency Solutions and Housing	Jun 28, 2019	CAP Solano JPA
Housing for a Healthy California	Aug 13, 2019	Solano County (through one-time SB 2 portion)
No Place Like Home (Noncompetitive)	Aug 15, 2019	Solano County
Whole Person Care Pilots	Sept 23, 2019	Solano County
Permanent Local Housing Allocation <i>(New)</i>	Final guidelines expected Sept 2019	Solano County
Affordable Housing and Sustainable Communities	Notice of Funding Availability (NOFA) expected Oct 2019	Solano County
Veterans Housing and Homelessness Prevention Program	NOFA expected Nov 2019	Developer
HOME Investment Partnerships Program	Nov 2019	Solano County
No Place Like Home (Competitive)	Nov 2019	Solano County
Infill Infrastructure Grant Program	Dec 2019	Developer or Solano County/developer

SB 2 Planning Grant

The SB 2 Planning Grants program, administered by HCD, provides local governments with one-time funding and technical assistance to adopt and implement plans and process improvements that streamline housing approvals and accelerate production. Eligible activities include updating planning documents and processes such as general plans and zoning ordinances, conducting environmental analyses, and expediting local planning and permitting. The minimum award is \$25,000; Solano County is eligible to receive up to \$160,000. **Funds are available on an over-the-counter basis from April 1, 2019 to November 30, 2019. Consero strongly recommends the County connect with its regional technical assistance liaisons ([Joanna Jansen](#) or [Charlie Knox](#) of the San Francisco Bay Area region) as soon as possible to discuss possible project ideas.**

Emergency Solutions Grant (ESG)

ESG, an annual program administered by HCD, provides grant funding to Continuums of Care (CoCs) to (1) engage homeless individuals and families living on the street, (2) rapidly re-house homeless individuals and families, (3) help operate and provide essential services in emergency shelters for homeless individuals and families, and (4) prevent individuals and families from becoming homeless. The County CoC qualifies for a total ESG allocation of \$248,005 through the current funding cycle. **CoCs must submit applications by May 30, 2019; CAP Solano JPA applied and is awaiting award announcements.**

California Emergency Solutions and Housing (CESH)

CESH, funded by SB 2 and administered by HCD, provides CoCs with grants to assist persons who are experiencing or at risk of homelessness. This is the final round of CESH. The Vallejo/Solano County Continuum of Care is eligible to receive \$389,467. CAP Solano JPA received \$726,212 in a previous round. **CoCs (in Solano's case, CAP Solano JPA, the administrative entity representing the CoC) must submit applications by June 28, 2019; CAP Solano JPA applied and is awaiting award announcements. Solano County would apply directly to the CoC for funds.**

Housing for a Healthy California (HCC)

HHC, created by AB 74, administered by HCD, and funded by SB 2 (Building Homes and Jobs Act Trust Fund), provides competitive grants to counties for capital and operating assistance or operating reserve grants and capital loans to developers. HHC creates supportive housing for individuals receiving or eligible for Medi-Cal. Funds support acquisition, new construction or reconstruction and rehabilitation, administrative costs, capitalized operating subsidy reserves, and rental subsidies. **The application deadline is August 13, 2019.**

No Place Like Home (NPLH, Noncompetitive Allocation)

NPLH, administered by HCD, provides counties with deferred payment loans to finance the development of permanent supportive housing for persons with a serious mental illness who are homeless, chronically homeless, or at-risk of chronic homelessness. NPLH funds may be used to acquire, design, construct, rehabilitate, or preserve permanent supportive housing and fund capitalized operating subsidy reserves. Approximately \$190 million in Noncompetitive Allocation funds is available through NPLH. All counties are eligible to receive at least \$500,000 in Noncompetitive Allocation funds. Above this amount, HCD allocates funding based on the county's proportional share of the state's homeless population, as measured by the U.S. Department of Housing and Urban Development's (HUD) most recent unsheltered and sheltered Point-in-Time Count. **Solano County learned in June 2019 it had received \$1,711,136 in noncompetitive NPLH funds in support of a project in Fairfield in partnership with developer MidPen Housing. In total, the project will add 72 beds for those with mental illness; 34 of the beds are funded with NPLH dollars and the 38 remaining beds will be funded with outside dollars.**

Whole Person Care (WPC) Pilots

The 2019-20 state budget invests \$100 million in one-time General Fund for expanded county Whole Person Care (WPC) Pilot Programs. Eligible costs include long-term and short-term housing, such as hotel vouchers and rental subsidies, as well as capital investment for housing projects for Medi-Cal beneficiaries who are mentally ill and experiencing homelessness, or are at risk of homelessness. Funding does not require local matching funding and may not supplant existing funding. Funding is not available for housing case management services, such as housing navigation services and tenancy sustaining services, such as security deposit, first month coverage of utilities, etc. **Solano Health and Social Services receives WPC funding and contracts with a nonprofit service provider. Solano County is eligible to receive \$1,603,827.17 in WPC Pilot funds. Letters of interest are due to the Department of Health Care Services by September 23, 2019. A signed Board of Supervisors resolution is due by October 7, 2019.**

Permanent Local Housing Allocation (PLHA)

PLHA, created through SB 2 and administered by HCD, provides local governments with competitive and noncompetitive funds to address unmet local housing needs. Eligible uses include predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work rental housing that is affordable to extremely low-, very low- and moderate-income households; and assistance

to persons experiencing or at-risk of homelessness, including rapid rehousing, rental assistance, emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

Approximately \$16.6 million is available to non-entitlement local governments through the noncompetitive allocation, while approximately \$11.5 million is available to non-entitlement local governments through the competitive allocation; the remaining \$138 million is available to entitlement local governments through the noncompetitive allocation. **Based on the preliminary PLHA formula, Solano County is eligible to receive up to \$99,609 through the noncompetitive non-entitlement allocation; HCD will not release minimum/maximum amounts for the competitive non-entitlement allocation until it issues the NOFA. According to early July 2019 email correspondence with HCD, staff expects to post final guidelines in September 2019, and a NOFA for non-entitlement competitive and non-competitive allocations in March 2020.**

Affordable Housing and Sustainable Communities (AHSC)

The purpose of AHSC, administered by the Strategic Growth Council and implemented by HCD, is to reduce greenhouse gas (GHG) emissions through land-use, housing, transportation, and agricultural land preservation projects. AHSC provides grants, loans, or any combination thereof, for affordable housing developments and housing-related infrastructure, including new construction, acquisition, substantial rehabilitation, preservation of at-risk affordable housing, and conversion of nonresidential structures to residential dwelling units. Awards range between \$500,000 and \$20 million. **HCD estimates releasing a Round 5 NOFA in October 2019, with applications expected to be due in February 2020.**

Veterans Housing and Homelessness Prevention Program (VHHP)

VHHP, administered by HCD, provides funds to nonprofit and for-profit corporations and public agencies for the acquisition, construction, rehabilitation, and preservation of affordable multifamily housing for veterans and their families. At minimum 50 percent of awarded funds must serve veteran households with extremely-low incomes; of those extremely low-income veteran units, 60 percent shall be supportive housing units. **HCD plans to release a Notice of Funding Availability (NOFA) for approximately \$75 million in funds in November 2019, with applications expected to be due in January 2020.**

Home Investment Partnerships Program (HOME)

HOME, funded by HUD and administered to non-entitlement jurisdictions by HCD, provides grants and low-interest loans to cities, counties, developers, and nonprofit community housing development organizations (CHDOs) to create and retain affordable housing. Eligible activities include housing rehabilitation, new construction, and acquisition and rehabilitation for both single-family and multifamily projects, and predevelopment loans to CHDOs. **HCD plans to issue draft regulations for the 2019 funding cycle (approximately \$35 million in funding) in August 2019, with applications to be due in November 2019.**

No Place Like Home (NPLH, Round 2 Competitive Allocation)

Approximately \$400,000,000 in Round 2 Competitive Allocation funds is available for NPLH. Counties will compete with counties of similar population size. Round 1 amounts within each population group were as follows: Large County (population greater than 750,000) - \$93,525,977; Medium County (population between 200,000 to 750,000) - \$52,445,511; Small County (population less than 200,000) - \$32,000,00. **Solano County learned in June 2019 it had received \$3,026,167 in competitive NPLH funds in support of**

the previously mentioned MidPen Housing project in Fairfield. HCD will release a Round 2 NOFA in September 2019, with the application deadline in November 2019.

Infill Infrastructure Grant Program (IIG)

The IIG Program, administered by HCD, provides grants for infrastructure improvements to facilitate new infill housing development. Eligible uses include water, sewer, or other utility service improvements; streets, roads, or transit linkages or facilities, including, but not limited to, related access plazas or pathways, bus or transit shelters, or facilities that support pedestrian or bicycle transit; qualifying infill project or area site preparation or demolition; or sidewalk/streetscape improvements, including, but not limited to, the reconstruction or resurfacing of sidewalks and streets or the installation of lighting, signage, or other related amenities. The 2019-20 state budget allocated \$500,000,000 to this program: \$410,000,000 is available for counties with a population of 250,000 or less, or any city in that county, and \$90 million is available for counties with a population greater than 250,000, or any city in that county. **HCD expects to release a NOFA in October 2019, with a projected application deadline in December 2019.**

Training and Technical Assistance

As described in a workshop attended by Ms. Planell in Sacramento on March 6, 2019, HCD additionally offers technical assistance on a first come, first served basis to California counties and CoCs to enhance, develop, build capacity, or improve the design and the delivery of programs and services for people experiencing homelessness. Using an on-demand response model, HCD will deploy consultants to provide more than 13,000 hours of assistance, at no cost to the jurisdictions, on the topics of capacity building (Technical Assistance Collaborative, Inc. (TAC)), Housing First (the Center for Common Concerns (HomeBase)), and housing stability (Corporation for Supportive Housing (CSH)). **Consero suggests the County review the HCD's [web page](#) providing further description of the resources provided and submit a request for technical assistance.**

MEDIUM-TERM OPPORTUNITIES (JANUARY 2020-JUNE 2020)

Community Development Block Grants (CDBG)

CDBG, funded by HUD and administered to non-entitlement jurisdictions by HCD, provides grants to cities and counties for such activities as housing rehabilitation, acquisition, construction, public improvements including water and wastewater systems and rural utilities such as gas and electric services, as well as planning and technical assistance, including studies and plans for housing and public works. Maximum awards typically range between \$3-\$5 million. **According to program officer Jon Diedesch, HCD estimates publishing the 2019 NOFA in January 2020 with an application deadline expected in April 2020.**

2019-20 State Budget

Governor Newsom's 2019-20 state budget adopts an Assembly Housing and Homelessness Framework, which includes an unprecedented \$2.4 billion in funding to fight California's homelessness and affordable housing crisis across multiple departments and programs, plus expanded tax credits. Per Mark Stivers, Acting Deputy Director for the Division of Financial Assistance at HCD, tax credits will be available in January 2020 and will initially be first come, first served before becoming competitive at a later date.

Housing highlights include:

- Creation of an advisory panel consisting of HCD, Office of Planning and Research, and stakeholders to provide the Legislature with recommendations on how to improve the Regional Housing Needs Allocation (RHNA) process
 - HCD has until December 31, 2022 to develop an improved process and methodology and will be required to submit a findings and recommendation report to the Legislature
- An allocation of \$3.4 million 2019-20 General Fund to implement development of affordable housing on state-owned land
- \$250 million in one-time funding to COGs and local jurisdictions to plan for the upcoming RHNA cycle (to be split 50/50 between COGS and local jurisdictions) through the Local Government Planning Support Grants Program:
 - The Association of Bay Area Governments is the COG representing Solano County and will receive \$25.5 million in funds. COGS have until January 31, 2021 to request funds
 - **Solano County (unincorporated) is due to receive \$65,000, while Solano County as a whole (including cities) will receive \$1,795,000. Applications for jurisdictions are due by July 1, 2020; funds¹ must be expended by December 31, 2023**

Table 3: Local Government Planning Support Grants Program

Eligible Uses
Rezoning and encouraging development by updating planning documents and zoning ordinances, such as general plans, community plans, sustainable communities' strategies, etc.
Completing environmental clearance to eliminate need for project-specific review
Establishing workforce housing opportunity zone
Performing infrastructure planning, including for sewers, water systems, transit, roads, or other public facilities needed to support new housing
Partnering with other local entities to identify and prepare excess property for residential development
Revamping local planning processes to speed up housing production
Developing or improving an Accessory Dwelling Unit (ADU) ordinance
Covering the costs of temporary staffing or consultant needs related to the above

Homelessness highlights include:

- \$650 million in one-time grants (Homeless Housing, Assistance, and Prevention Program) for local jurisdictions to build and maintain emergency shelters; 8% must be used on homeless youth. **While \$275 million is reserved for cities with populations greater than 300,000, the remaining \$375 million will be split between continuums of care and counties:**
 - \$190 million available to continuums of care
 - **\$175 million available to counties, with allocation amounts to be based on 2019 PIT counts**

Table 4, on the following page, provides information on another new housing program resulting from the 2019-20 state budget.

¹ If the jurisdiction has a population of 300,000 or greater, but equal to or less than 749,000, the maximum award is \$750,000
 If the jurisdiction has a population of 100,000 or greater, but equal to or less than 299,999, the maximum award is \$500,000
 If the jurisdiction has a population of 60,000 or greater, but equal to or less than 99,999, the maximum award is \$300,000
 If the jurisdiction has a population of 20,000 or greater, but equal to or less than 59,999, the maximum award is \$150,000
 If the jurisdiction has a population equal to or less than 19,999, the maximum award is \$65,000

Table 4: Homeless Housing, Assistance, and Prevention Program

Eligible Uses
Rental assistance and rapid rehousing
Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers, including operating reserves
Incentives to landlords, including security deposits and holding fees
Outreach and coordination (may include access to job programs) to assist vulnerable populations in accessing permanent supportive housing
Systems support for activities to create regional partnerships and maintain homeless services and housing delivery system
Delivery of permanent supportive housing and innovative housing solutions such as hotel/motel conversions
Prevention and shelter diversion to permanent housing
New navigation centers and emergency shelters based on demonstrated need

- **Applications are due by February 15, 2020; at least 50% funds must be expended by May 31, 2023**
- \$21 million General Fund (\$13 million in 2019-20 and \$8 million ongoing) through HCD to expand Transitional Housing Placement Plus Program (THP-Plus) to reduce homelessness for former foster youth. Increased funding will be suspended on December 31, 2021, unless the Administration determines there is enough General Fund revenue to support all suspended programs in the subsequent two fiscal years.
 - **Aaron Crutison, Deputy Director of Child Welfare Services at Solano Health and Social Services, named THP-Plus as a primary partner with which his team works to provide housing for aging out foster care youth in Solano County.**
- Another major proposal in the 19-20 state budget pertains to planning and zoning laws. AB 101/SB 102 describes the Governor's "carrot-and-stick" approach to incentivizing jurisdictions to make progress on their housing goals:
 - Jurisdictions found out of compliance with housing element requirements can have fines imposed on them, ranging from \$10,000-\$100,000/month if they have failed to come into compliance within a year of being found out of compliance
 - Jurisdictions failing to comply three months following fee imposition will see fees increased to \$30,000-\$300,000/month
 - Jurisdictions failing to comply six months following fee imposition will see fees increased to \$60,000-\$600,000/month
 - HCD will post on its website each month list of jurisdictions found not in compliance with housing element law and shall provide this list on an annual basis to the Office of Planning and Research and any other applicable agency or department

- Jurisdictions compliant with housing element law and/or that have passed pro-housing local policies² will receive incentives in the form of additional points in the scoring of competitive housing and infrastructure programs with award cycles commencing after July 1, 2021:
 - Affordable Housing and Sustainable Communities Program (see page 3)
 - Transformative Climate Communities (TCC) Program³
 - Infill Infrastructure Grant Program (see page 4)

Kaiser Permanente (Kaiser)

- Community Benefit Grants Program: Kaiser provides annual financial support to local nonprofit health and human service organizations in Solano County with an emphasis on reaching low-income, under-resourced communities. Grant requests must focus on meeting at least one of the funding priority areas, which in the 2017-2019 cycle, included Access to Care and Coverage, Mental Health and Wellness, and Community and Family Safety. Past recipients include Solano Coalition for Better Health (\$145,000 for Access to Care and Coverage in 2017); Dixon Family Services (\$312,402 for Mental Health and Wellness in 2017); and Children's Network of Solano County (\$198,000 for Community Health and Family Safety in 2017). 2020's cycle will respond to the 2020 needs assessment, to be announced in late 2019. For the 2019 Request for Proposal (RFP), maximum grant awards were \$50,000. **According to Community Benefit Manager Hannah Cordero Chen, the program typically issues RFPs in January with proposals due in March.**
- In addition to the yearly Community Benefit Grants Program, Kaiser is expanding efforts to address issues of homelessness nationwide. In May 2018, Kaiser announced it would invest \$200 million for new housing and community needs over the next three to five years. In January 2019, Kaiser kicked off its efforts by committing \$5.2 million to purchase a 41-unit apartment building in East Oakland and revealed plans to partner with the City and community aid groups to identify, house, and provide services for 500 homeless individuals over age 50. In early March 2019, Kaiser pledged \$3 million to fight homelessness in several Northern California communities, including Contra Costa, Fresno, Madera, Marin, Sacramento, and Santa Cruz counties, partnering with the national nonprofit Community Solutions' Built for Zero initiative. **While Kaiser's philanthropy in this initiative thus far lies outside of Solano County, Consero urges the County to build a relationship with Kaiser and advocate for an expansion of this program into Solano.**

Federal Home Loan Bank of San Francisco Affordable Housing Program (AHP)

The AHP, administered by the Federal Home Loan Bank of San Francisco in accordance with the Federal Home Loan Bank Act, facilitates the development of affordable rental housing and homeownership opportunities for very low-, low-, and moderate-income households. Through an annual competitive application process, the Bank provides grants to members to finance the purchase, construction, or rehabilitation of owner-occupied housing by or for very low-, low-, and moderate-income households; or to finance the purchase, construction, or rehabilitation of rental housing in which at least 20 percent of

² Defined as policies that facilitate the planning, approval, or construction of housing, such as:

Local financial incentives for housing, including establishing a local housing trust fund

Reduced parking requirements for sites zoned for residential development

Zoning more sites for residential development or at higher densities

Adoption of ADU ordinances

Reduction of permit processing time

Creation of objective development standards

Reduction of impact fees

Establishment of a workforce housing opportunity zone or a housing sustainability district

³ No cities within Solano County were eligible to apply for the most recent Strategic Growth Council TCC Program, due to its usage of CalEnviroScreen 3.0 to define "disadvantaged community"

units are occupied by and affordable for very low-income households. The maximum subsidy per project is limited to \$1.5 million, and while there is no limit on the number of applications a member may submit, collectively the total amount of subsidy requested cannot exceed \$15 million. **The 2019 application was due March 4, 2019, so the County can expect a similar timeline for the 2020 cycle. In June 2019 the Federal Home Loan Bank of San Francisco announced an award of \$710,000 to the previously mentioned MidPen Housing project in Fairfield.**

LONG-TERM OPPORTUNITIES (JULY 2020-BEYOND)

NorthBay Hospital

NorthBay Healthcare Foundation has raised more than \$25 million in charitable gifts to provide Solano County residents access to state-of-the-art medical services, such as the NorthBay Heart & Vascular Center and Advanced Trauma Care. Increasingly health care providers are making substantial community investments in the areas of affordable housing and homelessness. **Consero encourages the County to explore a partnership with NorthBay and other regional health care providers.**

Sutter Health (Sutter)

In 2016, Sutter announced a three-year Getting to Zero Initiative with a goal to effectively end homelessness in Sacramento, Placer, and Yolo Counties. Together with local government and business partners in the tri-county area, Sutter pledged to raise \$20 million and to match up to \$10 million for the Getting to Zero campaign. As of July 2019, Sutter has partnered with four local jurisdictions and invested over \$7 million towards innovative housing solutions:

- City of Davis: \$233,000 matching grant for Davis Pathways program, incorporating job training, bridge rental assistance, and supportive services and \$2.5 million to construct Paul's Place, a multi-level, multi-programmatic homelessness resource center and permanent supportive micro-housing complex
- Placer County: \$2 million in matching funds to purchase housing and rental subsidies for participants in its WPC pilot program, allowing Placer to leverage a federal grant of up to \$10 million over five years enabling the purchase of two homes with a total of 14 bedrooms and providing housing for up to 20 people experiencing homelessness each year
- City of Roseville: \$500,000 matching grant to support Homeless Prevention and Rapid Rehousing Program
- City of Sacramento: \$433,000 to expand services at Salvation Army's Center of Hope Emergency Shelter to provide 24/7 care; \$1.0 million plus \$300,000 matching grant to keep America's Railroad Street Triage Shelter open in 2018; \$1.3 million to support City as it creates longer-term emergency shelters

While Sutter's investments towards homelessness are currently concentrated in the tri-county area, Consero recommends the County keep the healthcare provider in mind in the event Sutter expands its scope of support in the coming years.

One Bay Area Grant (OBAG)

The Metropolitan Transportation Commission (MTC) launched OBAG in 2012 to provide the Bay Area region with assistance in achieving transportation, land-use, and housing goals through both a regional and a county program. OBAG aims to reward cities and counties that meet their housing goals. MTC has held two funding rounds so far; the current cycle runs through 2022, but Funding Policy Analyst Mallory

Atkinson estimates planning for Round 3 to begin in mid-2020 and a release of guidelines and program framework to follow in mid-2021. **While the funding priorities for Round 3 are unknown at this time, Consero advises the County to engage with MTC in the event that OBAG again offers funding for affordable housing projects, as was the case with the Round 2 Regional Program.**

William and Flora Hewlett Foundation

During a phone call with Benjamin Wickham, Affordable Housing Director of Sonoma County, Consero learned of a \$1,000,000, two-year grant awarded by the Hewlett Foundation to assist with the establishment of the Renewal Enterprise District, a new JPA based in Santa Rosa and led by the Sonoma County Transportation Authority, designed to assist the County and the city in its goal to create 30,000 new homes in response to the devastating impact of the 2017 wildfires. The Hewlett Foundation, based in Menlo Park, focuses its investments on education, environment, global development, performing arts, effective philanthropy, and disadvantaged communities in the Bay Area. The Foundation occasionally invites letters of inquiry through open processes but in general does not accept unsolicited proposals. **Solano County may wish to explore conversations with the Solano Transportation Authority and CAP Solano JPA regarding the possibility of future support from the Hewlett Foundation.**

In January 2019, the Hewlett Foundation launched a regional public-private housing partnership (The Partnership for the Bay's Future) with support from the Ford Foundation, Chan Zuckerberg Foundation, Packard Foundation, Genentech, Facebook, Silicon Valley Community Foundation, and others with the goal of preserving and producing more than 8,000 homes over the next five to 10 years in the San Francisco Bay Area. Unfortunately, at this time the Partnership is focusing these efforts only in San Francisco, San Mateo, Santa Clara, Alameda, and Contra Costa counties.

Proposition 47 Grant Program

The Proposition 47 Grant Program, administered by the Board of State and Community Corrections (BSCC), is in the midst of its second funding cycle, with Cohort 2 grants to be awarded summer of 2019. BSCC awards these grants competitively to public agencies to provide mental health services, substance abuse treatment, housing assistance, legal services, and job skills training to those in the criminal justice program. In June 2017, Solano County Health and Social Services received a \$6 million grant from the first round of funding to broaden its capacity to provide residential drug treatment and other support services, including robust case management and transitional housing. **At present time, BSCC expects to offer a third funding cycle, likely in 2021, so Consero suggests the County consider applying again at that time, either for a continuation of its current project or for something new.**



Solano County

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www.solanocounty.com

Agenda Submittal

Agenda #:	13	Status:	Regular Calendar
Type:	Resolution	Department:	Information Technology - Registrar of Voters
File #:	19-747	Contact:	Tim Flanagan, 784-2703
Agenda date:	10/01/2019	Final Action:	
Title:	Receive a presentation and consider adopting a resolution recognizing October 2019 as National Cybersecurity Awareness Month		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution, B - Presentation		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Information Technology recommends that the Board of Supervisors receive a presentation and consider adopting a resolution recognizing October 2019 as National Cybersecurity Awareness Month.

SUMMARY:

National Cybersecurity Awareness Month is a nationwide effort held each October to raise awareness about the importance of cybersecurity. The U.S. Department of Homeland Security (DHS) leads the outreach effort, and has received support from other Federal, State, and local agencies, as well as industry partners and centers of research. For 2019, the DHS' National Cybersecurity Awareness Month campaign is #BeCyberSmart, with a three-fold message of Own IT. Secure IT. Protect IT. Recognizing October as National Cybersecurity Awareness Month also complements the Board's priority of addressing election security and will facilitate outreach to present a unified message to the general public. Additionally, the Department of Information Technology (DoIT) has begun offering cybersecurity awareness training to County employees, including an email phishing prevention campaign with the goal of encouraging changes in behavior necessary to secure and protect people's digital lives.

FINANCIAL IMPACT:

The costs associated with preparing this agenda item and informational messaging 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:

For 2019, the DHS' National Cybersecurity Awareness Month campaign is #BeCyberSmart, with a three-fold message of - Own IT. Secure IT. Protect IT. The Department of Information Technology (DoIT) will follow this

messaging throughout the month, with posters and electronic communication directing employees and the public to short videos and trivia games prepared by the DHS.

As working remotely and “Bring Your Own Device” policies become more common, a personal device infected at home is no longer isolated from school, industry, or government networks. Continued enjoyment of digital tools is therefore predicated on personal accountability and each person adopting positive cybersecurity habits. When put into context, the inconvenience of choosing a complex password or locking a device when not in use becomes the welcome alternative to losing access to digital communication.

In recent times, ingenuity and invention have led to remarkable advancements in technology. In many cases, individual awareness has not kept pace with the speed of advancement. The Bureau of Labor Statistics projects an increasing skills gap, with the number of cybersecurity jobs increasing by 32% over the next decade. By adopting this resolution, the Board signals to all people the need to reassess behavior and develop skills to navigate their digital future.

In addition, this year, the Department of Information Technology (DoIT) has begun offering cybersecurity awareness training to County employees with the Registrar of Voters as the initial pilot for the training. This training is expected to be updated regularly and available on an annual basis for County employees to stay current on threats the County is likely to face. DoIT will also conduct an email phishing campaign to provide County personnel with a safe, simulated environment where they can learn about real phishing attempts including actual examples. Formal declaration of National Cybersecurity Awareness Month by the Board of Supervisors will facilitate awareness and outreach to present a unified message to employees and the general public.

Additional information on cybersecurity awareness can be obtained online at <https://www.dhs.gov/be-cyber-smart> [<https://www.dhs.gov/be-cyber-smart>](https://www.dhs.gov/be-cyber-smart) [<https://www.dhs.gov/be-cyber-smart>](https://www.dhs.gov/be-cyber-smart).

The Solano County Library will also post the link on their webpage.

ALTERNATIVES:

The Board of Supervisors could choose not to receive the presentation and not adopt the attached resolution; however, this alternative is not recommended as adoption by the Board will signal the importance of developing positive, lasting cybersecurity habits.

OTHER AGENCY INVOLVEMENT:

There is no other agency involvement.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No.2019 –

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING OCTOBER 2019 AS NATIONAL CYBERSECURITY AWARENESS MONTH IN SOLANO COUNTY

WHEREAS, National Cybersecurity Awareness Month is a nationwide effort held each October; and

WHEREAS, the goal of National Cybersecurity Awareness Month is to raise awareness about the importance of cybersecurity and to ensure that all residents of America have the resources they need to be safer and more secure online, the Solano County Department of Information Technology is coordinating its efforts to bring the same message to all; and

WHEREAS, the U.S. Department of Homeland Security, through the #BeCyberSmart campaign, will highlight the importance of individuals and organizations taking proactive steps to enhance cybersecurity in key areas including privacy, consumer devices, and e-commerce security, both at home and in the workplace; and

WHEREAS, the residents of Solano County should join with residents across the nation to ensure action is taken, including accessing cybersecurity awareness videos readily available on the web site for the U.S. Department of Homeland Security.

RESOLVED, that the Solano County Board of Supervisors, on behalf of the residents of Solano County, hereby recognizes the month of October 2019 as “National Cybersecurity Awareness Month.”

BE IT FURTHER RESOLVED, that Solano County will continue to participate in efforts that ensure its residents have access to cybersecurity resources, including reporting mechanisms, so all personnel of the County and the general public can work together to secure and protect our digital presence.

Dated this 1st day of October, 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 Department of Information Technology

Purpose:

Announce National Cybersecurity Awareness Month

Presented by:

Tim Flanagan – Chief Information Officer / Registrar of Voters

Jaime Fontelera – IT Security Manager

October 1, 2019



Threats facing State, Local, Tribal, Territorial Governments

- Ransomware
 - May 2019 - Baltimore City, Maryland ransomware attack knocks city services (Property Tax systems; it Cost \$ 18.2 million in recovery efforts)
- Phishing emails
 - May 2016 – Los Angeles County Department of Health Services, fell victim to a phishing email attack that allowed outside access to medical information of 15,591 patients.
- Hacking of election infrastructure (voting system, voter registration system, etc.)
 - 2016 - Russian attempts to hack voting-tech firm VR Systems, a Florida-based tech firm that sells equipment and software used in voting registration.



Cybersecurity Attacks towards Solano County

August 2019 Data

Type of Cyber Security Attacks	Attack Count - Blocked
Network Attacks from the Internet	21,288
Malware Attacks	19
Email Viruses	1,732
Spam Emails	47,235



October National Cybersecurity Awareness Month

We propose the Solano County joins this national effort and declare October as Cybersecurity Awareness month.

Goal of the national declaration:

Raise awareness about the importance of cybersecurity.

Encourage all residents of America to seek the resources they need to be safer and more secure online.



Theme and Key Message for October 2019

- Own IT
Understand your digital profile – understand the devices and application you use everyday.
- Secure IT
Secure your digital profile – learning about security features available on the equipment and software you use.
- Protect IT
Maintain your digital profile – be familiar with and routinely check privacy settings to help protect your privacy and limit cybercrimes.



National Cybersecurity Awareness Month

- Encourage all people to be responsible technology users.
- The County will be accountable for its cybersecurity by:
 - Enforcing strong password policies
 - Enabling Multi-Factor Authentication
 - Maintaining good cyber hygiene
 - Training and coaching the County workforce



Improving the County's Cybersecurity Defense

- Investing in new security technologies to further secure County data and information systems.
- Improving the County's ability to respond quickly to cybersecurity incidents.
- Educating County personnel on current cybersecurity threats.
- Partnering with federal agencies (DHS, MS-ISAC, NCRIC - Northern California Regional Intelligence Center) - For Cyber security intelligence / Information Sharing / Resources



Questions?

Link to the website:

niccs.us-cert.gov/national-cybersecurity-awareness-month-2019

National Cybersecurity Awareness Month 2019

Held every October, National Cybersecurity Awareness Month (NCSAM) is a collaborative effort between government and industry to raise awareness about the importance of cybersecurity and to ensure that all Americans have the resources they need to be safer and more secure online.

NCSAM 2019 will emphasize personal accountability and stress the importance of taking proactive steps to enhance cybersecurity at home and in the workplace. This year's overarching message – Own IT. Secure IT. Protect IT. – will focus on key areas including citizen privacy, consumer devices, and e-commerce security.





Solano County

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Agenda Submittal

Agenda #:	14	Status:	Regular Calendar
Type:	Report	Department:	Auditor-Controller
File #:	19-733	Contact:	Denny Cheuk, 784-3057
Agenda date:	10/01/2019	Final Action:	
Title:	Accept the Auditor-Controller's Follow-up Review Report on the Solano County Fair Audit for the years ended December 31, 2017 & 2016		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - SCF Follow-Up Report		

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

DEPARTMENTAL RECOMMENDATION:

The Auditor-Controller's Office (ACO) recommends the Board of Supervisors (BOS) accept the Follow-up Review Report on the Solano County Fair (SCF) Audit for the years ended December 31, 2017 & 2016.

SUMMARY AND DISCUSSION:

The SCF serves all citizens of Solano County and is managed by the Solano County Fair Association (SCFA). The SCFA was established as a 501(c) (3) nonprofit corporation in 1949 to conduct the annual County Fair and oversee the day-to-day operations of the County's fairgrounds property. The SCF is governed by the Solano County BOS via an appointed SCFA Board of Directors.

The activities of the SCF are accounted for in an enterprise fund, a proprietary fund type, which appears as a discretely presented component unit in the Comprehensive Annual Financial Report of the County of Solano, the reporting entity. An enterprise fund is used to account for those operations financed and operated in a manner similar to private businesses where the intent is that all costs (including depreciation and overhead) are financed or recovered through user charges.

Pursuant to the FY2019/20 audit plan, the ACO conducted a follow-up review of the SCF financial statement audit dated October 9, 2018 as of and for the years ended December 31, 2017 & 2016.

Based on the ACO follow-up review, the SCFA's management has implemented two (2) of the identified matters, Item 2 - SCF Management Reports and Item 4 - Compliance with CalPERS Enrollment Requirements. Item 3 - SCF Operations is currently in progress. Item 1 - SCF Reporting Structure has not been implemented.

FINANCIAL IMPACT:

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

ALTERNATIVES:

The BOS could elect to not receive the report. This alternative is not consistent with sound public policy and is therefore not recommended.

OTHER AGENCY INVOLVEMENT:

The Solano County Fair Association's Board of Directors was presented with this report on September 18, 2019. The County Administrator's Office has reviewed the report.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

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



**FOLLOW-UP REVIEW TO THE
SOLANO COUNTY FAIR FINANCIAL STATEMENT AUDIT
FOR THE YEARS ENDED DECEMBER 31, 2017 & 2016**

September 3, 2019

**Auditor-Controller: Phyllis S. Taynton, CPA
Deputy Auditor-Controller: Denny Cheuk, CPA
Auditor: Melinda S. Ingram, CPA**

INTRODUCTION/OBJECTIVE/SCOPE OF REVIEW

Pursuant to the fiscal year 2019/20 audit plan, the Solano County Auditor-Controller's Office Internal Audit Division (IAD) conducted a follow-up review of the Solano County Fair (Fair) financial statement audit dated October 9, 2018 as of and for the years ended December 31, 2017 & 2016.

The purpose of the follow-up review was to evaluate the status of the matters identified during performance of the above referenced financial statement audit. The Follow-Up Review Report contains the four (4) identified matters, auditor recommendations and the Solano County Fair Association (SCFA) management's responses. This follow-up report is limited to reviewing actions taken by the SCFA's management as of August 29, 2019.

We conducted our review in accordance with the *International Standards for the Professional Practice of Internal Auditing* as developed by the Institute of Internal Auditors.

BACKGROUND

The Fair is a discretely presented component unit in the County of Solano's basic financial statements. The Fair is governed by SCFA whose members are appointed by the County's Board of Supervisors. The Fair Association is a 501(c)(3) nonprofit organization established in 1949 to conduct the annual County Fair and oversee the day-to-day operations of the County's fairgrounds property.

The SCFA has been providing educational, cultural, artistic, commercial and recreational programs to the residents of Solano County for over 65 years. The mission of the SCFA is "to ensure a positive experience for the public by providing a year-round multi-purpose venue that showcases and celebrates the wide variety of resources and activities available to our diverse community."

As part of the IAD's audit of the Fair's financial statements as of and for the years ended December 31, 2017 & 2016, we issued our management memo dated October 9, 2018 and an addendum to our management memo dated October 22, 2018. The report identified four (4) matters to be addressed by Solano County Fair Association's management.

SUMMARY

Based on our follow-up review, the SCFA's management has implemented two (2) of the identified matters, Item 2- Solano County Fair Management Reports and Item 4- Compliance with CalPERS Enrollment Requirements. Item 3- Solano County Fair Operations is currently in progress. Item 1- Solano County Fair Reporting Structure has not been implemented.

The IAD recommends the SCFA's management continue to work with the Solano County Board of Supervisors and the Solano County Fair Association Board of Directors to resolve the one outstanding identified matter.

The Internal Audit Division would like to acknowledge the time, cooperation, and assistance of the Solano County Fair Association's management and staff during our review.

Solano County Fair
Follow-Up Review of Matters Identified from
Financial Statement Audit for the Years Ended December 31, 2017 & 2016

FINDING 1: SOLANO COUNTY FAIR REPORTING STRUCTURE

Based on our audit, we identified an inconsistent reporting structure. The Solano County Fair Association (SCFA) conducts, under an agreement with Solano County (County), the annual County Fair and oversees the day-to-day operations of the County's fairgrounds property. The SCFA is a 510(c)(3) nonprofit organization with its own Articles of Incorporation and By-Laws whose Board Members are appointed by the County's Board of Supervisors.

However, the activities of the Fair are accounted for as an enterprise fund and are presented in the County's Comprehensive Annual Financial Report (CAFR). In government accounting, an enterprise fund entity provides goods or services to the public for a fee that makes the entity self-supporting; similar to a commercial enterprise.

Additionally, staff conducting the Fair and overseeing the day-to-day operations of the fairgrounds property are SCFA employees but are also part of the County's pension (CalPERS) and medical plans.

Accounting for the SCFA's (a nonprofit entity) activities in an enterprise fund while also including the employees of the SCFA within the County's CalPERS plan creates an inconsistent reporting structure.

Recommendation: The SCFA Board should work with the County Board of Supervisors to adopt an appropriate reporting structure reflecting Fair operation realities.

Status: Recommendation not implemented.

Management's Response: SCFA efforts to address this issue are ongoing. Before SCFA can unravel 70 years of comingling of the operational elements of SCFA activities from the property ownership obligations of the County SCFA needed to address the financial reporting deficiencies noted in Item # 2. Now that the reporting practices are in line with accepted accounting practices staff resources can now be directed to separating SCFA operational activities and responsibilities from the County's ownership position.

Key to moving this project forward is a restructuring of the Management Agreement between the County and SCFA. The current Management Agreement perpetuates the old outdated SCFA business model. A Management Agreement that clearly identifies and defines the nature of the relationship between the County and SCFA is mission critical to developing a reporting structure that reflects current Fair operation realities.

FINDING 2: SOLANO COUNTY FAIR MANAGEMENT REPORTS

Based on our audit, the Fair does not follow financial reporting practices consistent with generally accepted accounting principles. The following deficiencies were identified:

As part of the biennial financial statement audit, we routinely provide audit adjustments to present the Fair's operations consistent with generally accepted accounting principles. These adjustments include recognizing depreciation expense, the Fair's share of the County's pension and Other Post-Employment Benefits (OPEB) liabilities, and pension obligation bond debt. In operating an enterprise activity, management should make these types of entries to adequately measure the Fair's operations by including these costs when developing user fees. If these costs are not included in the user fees the Fair may not be recovering all costs of operations.

Additionally, the Fair presents operating statements to the Fair board on a monthly basis which shows the Fair's operations in total by expense category (e.g., salaries/ benefits, services and supplies, utilities, etc.). However, the Fair Board has not routinely been provided expenses by functional cost center (e.g. facility rental) that includes overhead allocated to the cost centers. Allocating overhead costs to all cost centers provides the true cost of departmental operations.

Recommendation: By presenting expenses by cost center, management and the Fair Board can better monitor the operations and profitability of the individual cost centers/ departments and make strategic business decisions based on the information.

Present the Fair Board with monthly operating reports, by cost center, that include overhead costs allocated to all cost centers/departments.

Status: Recommendation implemented.

FINDING 3: SOLANO COUNTY FAIR OPERATIONS

Based on our review, the Fair continues to experience losses as a result of annual operating activities, resulting in a decline in net position. As previously reported to the SCFA, the historical decline in cash and financial condition of the Fair since December 2000 is presented below.

Recommendation: Fair management, in conjunction with the Solano County Board of Supervisors, should pursue plans to address this ongoing structural deficit.

Status: Recommendation is in-progress. SCFA management presented to the County Board of Supervisors, on February 5, 2019, a draft business plan addressing the deficit and to improve Fair operations. The business plan was adopted by the SFCA Board on March 20, 2019.

Management's Response: SCFA's financial position has significantly improved from December 31, 2017 as reflected by the year-end 2018 numbers. That improvement continues in 2019. Cash on July 31, 2019 was \$505,981. The financial improvement is a result of primarily a combination of increases in facility rental revenue and decreases in operating costs. With a better financial reporting system in place, SCFA staff and Board are currently reviewing all aspects of the operation to uncover more areas where costs can be decreased.

FINDING 4: COMPLIANCE WITH CALPERS ENROLLMENT REQUIREMENTS

Subsequent to release of the audit report, SCFA management identified an issue with the Fair's compliance with CalPERS enrollment requirements. Several Fair employees benefit eligibility status was inaccurate. Employees initially classified as not eligible for benefits on their hire date were not properly monitored. Benefit related changes to non-benefit eligible employees were not detected and therefore these employees were not reclassified as benefit eligible.

Recommendation: Fair management work with the ACO to determine the Fair's compliance with the County's CalPERS contract agreement.

Status: Recommendation implemented.



Solano County

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Agenda Submittal

Agenda #: 15
Type: Presentation
File #: 19-759
Agenda date: 10/01/2019
Title: Receive a verbal update from the Solano County Fair Association
Governing body: Board of Supervisors
District: All
Attachments:

Status: Regular Calendar
Department: Solano County Fair Association
Contact: James Bezek, 784-6112
Final Action:

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

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors receive a verbal update from the Solano County Fair Association.

SUMMARY:

At the February 5, 2019 Board of Supervisor's meeting, the Board approved a one-year extension to January 31, 2021 of the current Fair Management and Operations Agreement with the Solano County Fair Association (SCFA). The action stipulated a six month check-in and report back to the Board regarding the status of activities by the SCFA to address the items discussed at that meeting. Those items covered a variety of topics including governance, the association's financial plan and a new management agreement between the County and SCFA.

FINANCIAL IMPACT:

The SCFA is an enterprise fund and must operate within the operating revenues generated by the annual Solano County Fair, year-round activities, and available resources.

DISCUSSION:

To date, the SCFA has put a primary focus on evaluating its financial practices and improving its financial position. A review was performed by the County Auditor-Controller, dated September 3, 2019, in follow-up to its report presented at the February 5, 2019 Board meeting. Four items had been identified as needing attention by the SCFA. Two of those items have been implemented, one is in progress and one still needs to be addressed. That item is contingent on the restructuring of the management agreement between the County and the SCFA. Details on these items can be found in the Auditor-Controller's report.

The SCFA has also been proactive in the maintenance of fairgrounds facilities including but not limited to: 1)

Completing an extensive Solano County Fairgrounds Facilities Review, 2) Meeting with CAO staff to prioritize facility needs projects, 3) Obtaining detailed cost estimates for prioritized projects, 4) Submitting a detailed funding proposal for SB 5 Bond Measure Round One funding, 5) Completing needed upgrades to preschool rented facilities, 6) Receiving proposals to utilize energy saving through electrical upgrades as currently offered by PG&E, 7) Installing electrical sub-meters, and 8) Continuing to address standard maintenance and repair issues.

The Board of the SCFA is still operating with only seven appointments of the fifteen identified in its bylaws. The bylaws were most recently updated and adopted in September 2018 and include the elements put forth by the Board at its February 5, 2019 meeting as desirable: the SCFA will submit recommendations to the Board for appointments and those recommendations will take into consideration special skills and expertise desirable to the operation of the SCFA and the fairgrounds. The current bylaws do provide a provision for the SCFA to nominate its own directors for vacancies if a position has been vacant for over 90 days to ensure a full number of sitting board members to allow the SCFA to perform at its highest capacity. The SCFA has not exercised this option.

A new management agreement has not been discussed with the SCFA and County staff at this point while other items were being addressed. The Board can direct staff to take this next step for the continued operation of the fairgrounds by the SCFA.

ALTERNATIVES:

1. The Board could choose to not receive this status update but would miss an opportunity to receive information regarding the efforts and progress achieved by the Solano County Fair Association.

OTHER AGENCY INVOLVEMENT:

County Counsel has provided input and guidance on the status and substance of the current By-Laws and Management and Operation Agreement for the Solano County Fairgrounds and could assist with modifications and revisions to the By-Laws and Management and Operations Agreement. The County Administrator's Office routinely meets with the Fair Manager to discuss the status of Fair operations.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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Agenda Submittal

Agenda #:	16	Status:	Regular Calendar
Type:	Miscellaneous	Department:	County Administrator
File #:	19-723	Contact:	James Bezek, 784-6112
Agenda date:	10/01/2019	Final Action:	
Title:	Receive an update on implementation of the Solano360 Specific Plan and status of the Fairgrounds Demolition Project at the Solano County Fairgrounds in Vallejo; and Consider the Solano County Fair Association's request to access and use County controlled areas at the Solano County Fairgrounds site for fireworks events on December 31, 2019 and January 25, 2020 only		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Site Map, B - List of Structures for Demolition, C - Land Use Map, D - Site Fireworks Aerial Map		

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

DEPARTMENTAL RECOMMENDATION:

The County Administrator's Office (CAO) recommends that the Board of Supervisors:

1. Receive an update on implementation of the Solano360 Specific Plan and status of the Fairgrounds Demolition Project at the Solano County Fairgrounds in Vallejo; and
2. Consider the Solano County Fair Association's request to access and use County controlled areas at the Solano County Fairgrounds site for fireworks events on December 31, 2019 and January 25, 2020 only.

SUMMARY/DISCUSSION:

On June 25, 2019, County staff provided this Board with a quarterly update on the status of Solano360 Implementation project and the on-going demolition project at the Fairgrounds site in Vallejo, CA. Since that time staff has continued to move the project forward and progress the objectives of the Specific Plan.

Fairgrounds Demolition and Site Improvement Project: Demolition and site grading activities are substantially complete. The project consisted of the abatement of hazardous materials and demolition of the grandstands, golf pro-shop, jockey/racing office, jockey trailers, stables, restrooms, race track television towers, race track railing and fencing as well as site improvements including grubbing, grading and underground utility installation to improve water flows on the site and advance portions of the Solano360 project. General Services staff will be bringing forward the Notice of Completion for the project at the October 8, 2019 Board meeting which will close this activity out. With a cleared and improved site, the County has received increased inquiries on development of the site and is preparing to move forward with advancement of Solano360 Specific Plan.

General Services staff will continue facility condition assessments on the remaining Fairgrounds structures, starting with the County Building, to prepare for future demolition and improvement projects at the site and to continue to prepare the site for future development.

Request for Qualifications (RFQ) Solicitation: County staff continues to work jointly with City of Vallejo staff to develop a Request for Qualifications package for the Solano360 project for issuance to qualified developers. As part of the process, the County has hired Tom Sinclair of Management Advisory Services to assist staff with this process and support the County in in this effort.

Solano360 Implementation Committee: The next Implementation Committee public meeting, composed of Supervisor's Chairwoman Erin Hannigan and Supervisor Jim Spering from Solano County and Vice-Mayor Pippin Dew and Councilmember Hermie Sunga from the City of Vallejo, is scheduled for October 10, 2019 at 1:30 pm. Staff will provide an update on the Solano360 project including the next steps in issuance of the joint RFQ with the City of Vallejo.

Fair Association Request to Use Portions of County controlled area for Fireworks Events: The County has received a request from the Fair Association to use portions of the Fairgrounds site that this Board has turned over to the County for control, security and maintenance to be used as fireworks launch and safety/fallout zones for two upcoming Fair events on December 31, 2019 and January 25, 2020. These areas (Attached Map) are in the former grandstands area that has been cleared and secured for future development. It is a policy decision for the Board to consider the Solano County Fair Association's request to access and use County controlled areas at the Solano County Fairgrounds site for fireworks events on December 31, 2019 and January 25, 2020 only.

County staff will continue to work jointly with our City of Vallejo partners to move these project efforts forward and will return to this Board in three months for another quarterly update.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget, as are the Consultant fees, facility conditions assessments and project studies, as well as the RFQ solicitation process.

ALTERNATIVES:

1. The Board could choose to not receive this update but would miss an opportunity to receive information about progress on the demolition activities at the Solano County Fairgrounds site in Vallejo.
2. The Board could choose to not allow Fair Association access and use of County controlled areas for fireworks events on December 31, 2019 and January 25, 2020.

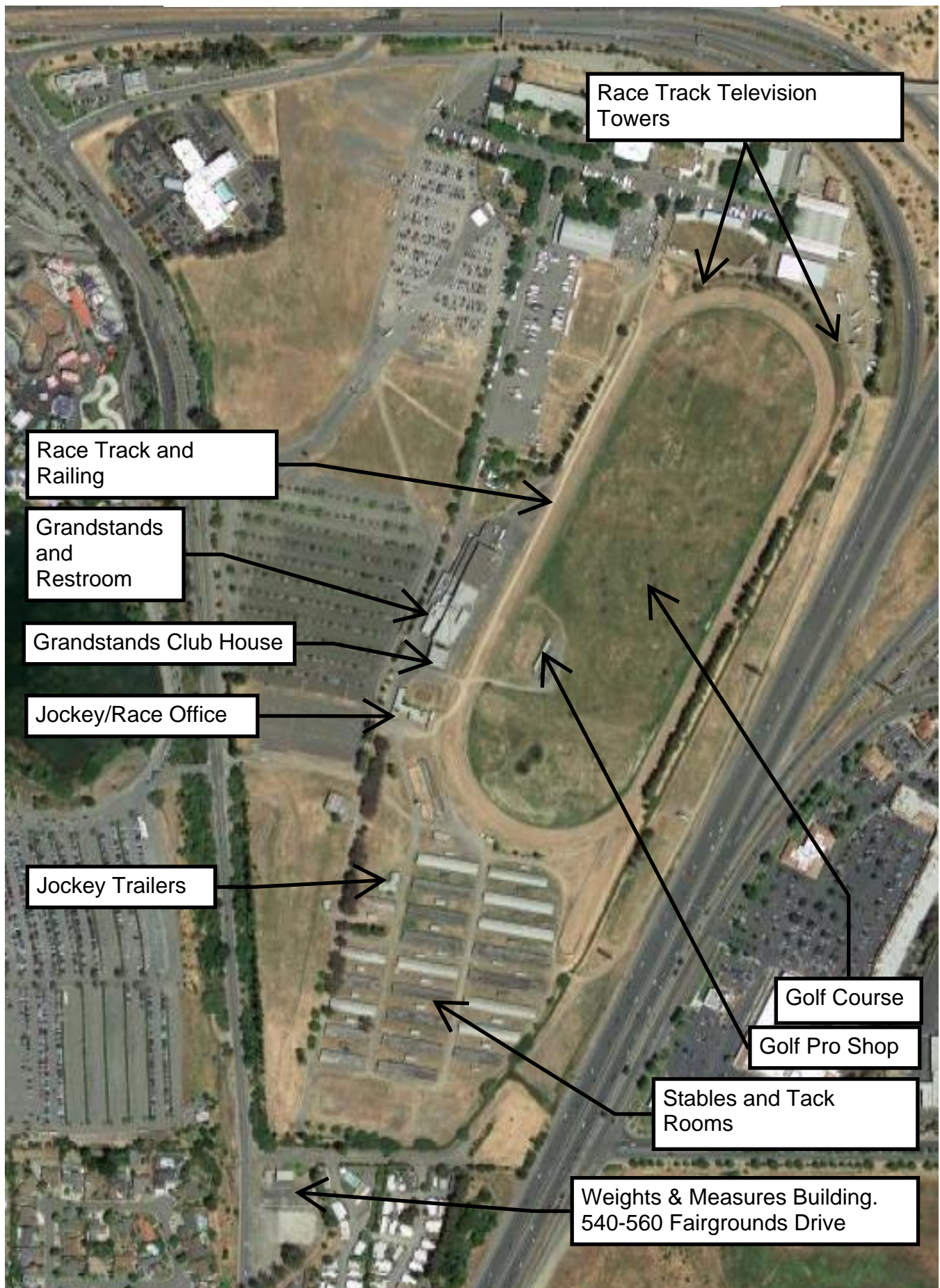
OTHER AGENCY INVOLVEMENT:

General Services Department provided project and construction management for the demolition and site improvement project. The Department of Resource Management, Building and Safety Services Division approved the demolition plans. County Counsel has approved contracts as to form. The Bay Area Air Quality Management District (BAAQMD) issued the permit and monitored site construction activities for regulatory compliance. The City of Vallejo City Manager's Office and Economic Development Department continues assisting with future development opportunities for the site.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

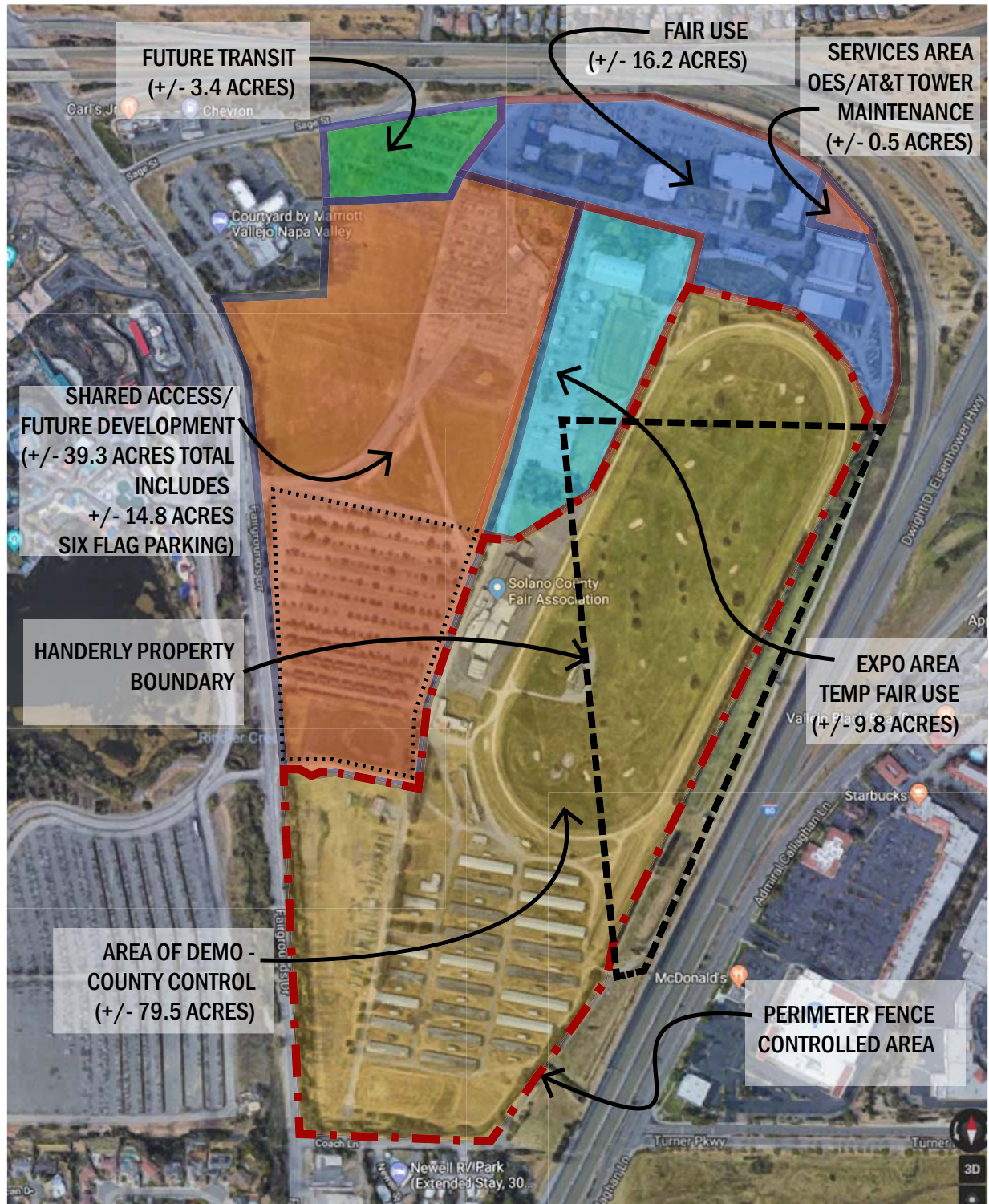
Fairgrounds Demolition Project 2018



LIST OF FAIRGROUNDS STRUCTURES TO BE DEMOLISHED

STRUCTURE	DATE CONSTRUCTED	RENOVATIONS	USES
Grandstand	1951	1953 – Roof 1967 – Addition 1960s – VIP Area	Used for Horse Racing which ended in 2010, currently fenced and closed – Used as storage area by Fair Association after end of Horse Racing
Horse Racing Track	1951	1968 – Extended to 7 Furlongs	Used for Horse Racing which ended in 2010, currently fenced and closed
Paddock/Jockey Quarters/Steward's Office	1952	1970s – Addition and alteration to south façade	Closed and unused
Horse Barns (22) and Tack Houses (24)	1952	1968 – complete build out	Closed – mostly unused. Served as animal shelter during October 2017 Fire Event
Receiving Barn	1955		Closed and Unused
Jockey Club, Steward's Offices	1956		Closed and Unused
Jockey Dormitory/Stalls/Tack	1981		Closed and Unused
Golf Course/Inner Track	1987		Closed and Mostly Unused – Occasional leased field events
Tote Board	1955	1987 – Golf Building Added	Closed and Unused
Observation/Video Towers	1987		Unused

2018 INTERIM LAND USE PLAN - PRIOR TO DEVELOPMENT



EXISTING SITE WITH DEMO OVERLAY

