

Solano County

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



**Please see
page 2 of this
agenda for
participation
options for the
meeting**

Agenda - Final

Tuesday, July 28, 2020

8:30 AM

Board of Supervisors Chambers

Board of Supervisors

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

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

James P. Spering (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

This meeting will be live-streamed and available to view at:
<http://www.solanocounty.com/depts/bos/meetings/videos.asp>

Due to COVID-19 social distancing requirements, seating will be limited in the Board Chambers. All or some of the Board members may attend the meeting telephonically and participate in the meeting to the same extent as if they were present.

PUBLIC COMMENTS: To submit public comments, please see the options below.

Email/Mail:

If you wish to address any item listed on the Agenda or Closed Session by written comment, please submit comments in writing to the Clerk of the Board by U.S. Mail or by email. Written comments must be received no later than 8:30 A.M. on the day of the meeting. The email address for the clerk is: clerk@solanocounty.com. The mailing address is: Clerk of the Board of Supervisors, 675 Texas Street, Suite 6500, Fairfield, CA 94533. Copies of comments received will be provided to the Board and will become a part of the official record but will not be read aloud at the meeting.

Phone:

To submit comments verbally from your phone during the meeting, you may do so by dialing: 1-415-655-0001 and using Access Code 809-855-665 on your phone. No attendee ID number is required. Once entered in the meeting, you will be able to hear the meeting and will be called upon to speak during the public speaking period.

The County of Solano does not discriminate against persons with disabilities. If you wish to participate in this meeting and you will require assistance in order to do so, 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 will be emailed to you upon request. You may request materials by emailing clerk@solanocounty.com.

AGENDA

CALL TO ORDER - 8:30 A.M.

ROLL CALL

CLOSED SESSION

- 1 [20-544](#) Conference with Labor Negotiators: Solano County representatives: Kim Williams, Patricia Cano, Birgitta E. Corsello, and Nancy Huston. Employee organizations: Teamsters, Local 150 for Unit 1 (Attorneys); SEIU Local 1021 for Unit 2 (Nurses), Unit 5 (Health and Welfare Employees), Unit 7 (Regulatory, Technical and General Services Employees), Unit 8 (General Services Supervisors), Unit 9 (Clerical Employees) and Units 82, 87, 89, and 90 (Extra Help Employees); Solano County Deputy Sheriff's Association for Unit 3 (Law Enforcement Employees) and Unit 4 (Law Enforcement Supervisors); Public Employees Union, Local One for Unit 6 (Health and Welfare Supervisors) and Unit 16 (Mid-Management Employees); Stationary Engineers, Local 39 for Unit 10 (Skilled Craft and Service Maintenance Employees); Union of American Physicians and Dentists for Unit 11 (Physicians, Dentists and Psychiatrists); Solano County Probation Peace Officer Association for Unit 12 (Probation Employees) and Unit 15 (Probation Supervisors); Solano County Sheriff's Custody Association for Unit 13 (Correctional Officers); Teamsters, Local 856 for Unit 14 (Correctional Supervisors); Solano County Law Enforcement Management Association for Unit 17 (Law Enforcement Management) and Unit 18 (Sheriff's Office Management); Professional and Technical Engineers, Local 21 for Unit 19 (Executive and Senior Management); Unit 60 Legislative Group; Unit 61 (unrepresented Executive Management Employees), Unit 62 (unrepresented Senior Management Employees) and Unit 30 (Confidential Employees)

In-Home Supportive Services Authority representatives: Kim Williams, Patricia Cano, Nancy Huston and Birgitta E. Corsello. Employee organization: SEIU Local 2015

Threat to Public Services or Facilities: Consultation with County Administrator, County Counsel, County Public Health Officer and Resource Management Assistant Director

Public Employee Performance Evaluation: County Administrator and County Counsel

Attachments: [A - Memorandum](#)

RECONVENE - 9:00 A.M.**REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)****SALUTE TO THE FLAG AND A MOMENT OF SILENCE****PRESENTATIONS**Board of Supervisors:

- 2 **20-510** Adopt and present a resolution honoring the 100th anniversary of women's right to vote for the month of August 2020 (Chairwoman Hannigan)

Attachments: [A - Resolution](#)

- 3 **20-530** Adopt and present a resolution celebrating the 30th Anniversary of the Americans with Disabilities Act (Supervisor Spering)

Attachments: [A - Resolution](#)

Health and Social Services:

- 4 **20-522** Adopt and present a resolution recognizing August 2020 as National Breastfeeding Month in Solano County (Supervisor Brown)

Attachments: [A - Resolution](#)

ITEMS FROM THE PUBLIC

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

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

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

APPROVAL OF THE CONSENT CALENDAR

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

CONSENT CALENDAR

GENERAL GOVERNMENT

Clerk of the Board of Supervisors:

- 5 **20-505** Approve the minutes of the Solano County Board of Supervisors meetings of June 2, June 9, June 23 and June 25, 2020

Attachments: [A - Minutes - June 2, 2020](#)
 [B - Minutes - June 9, 2020](#)
 [C - Minutes - June 23, 2020](#)
 [D - Minutes - June 25, 2020](#)

- 6 **20-506** Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors

Attachments: [A - Appointment List](#)

Board of Supervisors:

- 7 **20-537** Adopt a resolution recognizing Colonel Jeffrey W. Nelson, Commander of the 60th Air Mobility Wing, Travis Air Force Base, for his outstanding service and contributions to Solano County

Attachments: [A - Resolution](#)

County Administrator:

- 8 **20-503** Approve a 3 year contract with Paragon Government Relations for federal advocacy services from October 1, 2020 through September 30, 2023 in an amount not to exceed \$522,947; and Delegate authority to the County Administrator to sign the contract

Attachments: [A - Paragon Contract](#)
 [B - Paragon Recent Accomplishments](#)

Auditor-Controller:

- 9 **20-531** Accept the Auditor-Controller's Office selection of Debby Doolittle for "Employee of the Month Parking" for August 2020

General Services:

- 10 **20-516** Approve 2 Notices of Completion for the Domestic Hot Water Heater and Heating Hot Water Boiler Replacement Projects at 2500 Claybank Road and 2101 Courage Drive in Fairfield; and Authorize the Clerk of the Board to record the executed Notices of Completion
- Attachments: [A - Notice of Completion-Claybank](#)
 [B - Notice of Completion-Courage](#)
 [C - Summary Project Funding and Expense](#)

First 5 Solano:

- 11 **20-517** Approve a revenue contract with First 5 California for up to \$664,207 for the period of July 1, 2020 through June 30, 2023 for the First 5 Improve and Maximize Programs so All Children Thrive (IMPACT) program; and Authorize the First 5 Solano Executive Director to execute the revenue agreement and any future amendments that remain within budgeted appropriations
- Attachments: [A - Agreement](#)

Ag Commissioner/Sealer of Weights and Measures:

- 12 **20-538** Adopt a resolution authorizing the Agricultural Commissioner/Sealer of Weights and Measures to execute 10 revenue agreements for a net total of \$1,342,921 with the California Department of Food and Agriculture; and Authorize the Agricultural Commissioner/Sealer of Weights and Measures to execute revenue contract amendments up to 15% over the approved contract amounts
- Attachments: [A - Resolution](#)

Veterans Service Office:

- 13 **20-504** Approve an annual revenue agreement with the California Department of Veterans Affairs for up to \$94,420 for the term of July 1, 2020 through June 30, 2022 to expand and/or enhance mental health services to veterans currently residing in or returning to Solano County from their military service as they transition back to civilian life; and Authorize the County Administrator to execute the agreement
- Attachments: [A - Cal Vet Contract Agreement](#)

HEALTH AND SOCIAL SERVICESHealth and Social Services:

- 14 **20-519** Approve a second contract amendment with Crestwood Behavioral Health, Inc. for \$265,000 for a total contract amount of \$6,688,828 to provide psychiatric medical services from July 1, 2019 through June 30, 2020; and Authorize the County Administrator to execute the amendment

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

- 15 **20-524** Adopt a resolution and plaque of appreciation honoring Joanne Gonsolin, Appeals Specialist, upon her retirement from the Health and Social Services Department, Special Investigations Bureau, with over 20 years of dedicated public service to Solano County

Attachments: [A - Resolution](#)

CRIMINAL JUSTICEProbation:

- 16 **20-509** Accept a grant award from the Community Action Partnership Solano Joint Powers Authority (CAP Solano) in the amount of \$243,627 to provide temporary and permanent housing to 12 households who are under the supervision of the Solano County Probation Department and are at risk of or currently experiencing homelessness; Approve an Appropriations Transfer Request (ATR) to recognize the unanticipated revenue (4/5 vote required); and Authorize the Chief of Probation to execute a Memorandum of Understanding with CAP Solano and any other documents necessary to accept the award

Attachments: [A - Memorandum of Understanding](#)

- 17 **20-525** Adopt a resolution authorizing the Solano County Probation Department to participate in the U.S. Department of Justice's Office of Justice Programs (OJP), Bureau of Justice Assistance's (BJA) FY 2020 Coronavirus Emergency Supplemental Funding Program; and Authorize the Chief of Probation or his designee to execute Grant Agreement Number 2020-VD-BX-1622 with the OJP for the program effective July 1, 2020 through January 31, 2022 in the amount of \$58,008

Attachments: [A - Resolution](#)
 [B - Award Letter](#)

LAND USE/TRANSPORTATIONResource Management:

- 18 20-529** Authorize the Director of Resource Management to execute an agreement between Solano County and the City of Benicia for Lake Herman Road Improvements and Chip Seal project; Authorize the Director of Resource Management to execute an agreement between Solano County and the City of Vallejo for Sidewalk Improvements and Chip Seal project; and Authorize the Director of Resource Management to solicit bids, award, and execute construction contracts, up to \$2.65 million, for the two construction contracts

Attachments: [A - Location Map](#)
 [B - Benicia Agreement](#)
 [C - Vallejo Agreement](#)

- 19 20-532** Approve the Notice of Completion for the Highway Safety Improvement Program (HSIP) 8 Traffic Safety Enhancements Project; and Authorize the Clerk of the Board to record the executed Notice of Completion

Attachments: [A - Notice of Completion](#)

- 20 20-534** Authorize the Director of Resource Management to solicit bids, award, and execute up to \$2,800,000 for various Public Works construction contracts for FY2020/21

Attachments: [A - Location Map](#)
 [B - Capital Projects Budget Summary](#)

OTHERWorkforce Development Board:

- 21 20-523** Approve a third contract amendment with Workforce Development Board (WDB) of Solano County and California Human Development for One Stop Operator Services beginning July 1, 2020 through June 30, 2021 for an amount of \$75,000 which brings the total contract amount not to exceed \$300,000, and authorize the Workforce Development Board Executive Director to sign the contract

Attachments: [A - Contract](#)

MISCELLANEOUS ITEMSDistrict Attorney:

- 22** **20-507** Approve the appointment of Christy Timko as a member-at-large to the Solano Partnership Against Violence (SPAV) Advisory Board for a term to expire on July 27, 2022

Workforce Development Board:

- 23** **20-508** Approve the reappointments of Paul Castro, Mark DeWeerd, Mario Giuliani, Rosa Phillips, and Kathleen Skirpstunas to the Workforce Development Board of Solano County for the term of July 1, 2020 to June 30, 2024

REGULAR CALENDAR**Rescheduled Consent Items****Consider the following:**

- A)
- B)
- C)

GENERAL GOVERNMENTHealth and Social Services/Office of Emergency Services:

- 24** **20-543** Receive a verbal update from Dr. Bela Matyas, Public Health Officer, and Don Ryan, Emergency Services Manager, regarding the coronavirus disease 2019 (COVID-19) and provide any necessary direction

County Administrator:

- 25** **20-502** Receive a verbal update from the County's Federal Legislative Advocates on the status of legislation of interest to the County, including a fiscal year 2020-2021 federal budget update and other items of interest to the County; and Receive an update from the County's State Legislative Advocate on the status of legislation that is of interest to the County, including an update on the status of the fiscal year 2020-2021 state budget

General Services/County Administrator:

- 26 **20-528** Consider adoption of a resolution authorizing the purchase of the property at 3373 Sackett Lane, Winters, CA in partnership with the Solano County Water Agency, for a total purchase price of \$2,700,000 plus administrative fees and estimated closing costs, of which the Solano County portion of the purchase price will be \$1,350,000 plus one half of the administrative fees and estimated closing costs (4/5 vote required); and Authorize the County Administrator to execute any agreements to acquire the property including entering into an Acquisition and Management Agreement between Solano County and Solano County Water Agency

Attachments: [A - Resolution](#)

Health and Social Services:

- 27 **20-535** Receive a presentation and update from Shelter Solano regarding its shelter operations and contracts with Solano County

Attachments: [A - Shelter Solano Presentation](#)

General Services:

- 28 **20-527** Conduct a public hearing to consider adopting resolutions confirming Reports on Delinquent Garbage Accounts for mandatory garbage collection, disposal and recycling services in the unincorporated areas of Fairfield, Suisun, Vallejo, Rio Vista, Vacaville, Dixon, and Elmira, approving a \$62 administrative charge for lien processing, directing the Clerk of the Board to file a certified copy of the resolution with the County Recorder, authorizing the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2020/21 property tax roll, and authorizing the Department of General Services to record a Release of Lien when delinquent amounts are paid

Attachments: [A - Resolution - Fairfield Suisun](#)
 [A-1 Lien List Fairfield Suisun Unincorp](#)
 [B - Resolution - Vallejo](#)
 [B-1 Lien List Recology Vallejo-American Canyon Vallejo Unincorp](#)
 [C - Resolution - Vacaville Dixon Elmira](#)
 [C-1 Lien List Recology Vacaville Elmira Dixon Unincorp](#)
 [D - Resolution - Rio Vista](#)
 [D-1 Lien List Rio Vista Sanitation Rio Vista](#)

First 5 Solano/County Administrator:

- 29** **20-518** Consider approval of a contract with Touro University for up to \$1,020,000 over 3 years, for the period of August 1, 2021 through June 30, 2023, from the Community Investment Fund, Deep Investments category to increase community understanding of how to access mental health services; Consider approval of a recommendation to allocate up to \$758,333 over 3 years for the period of August 15, 2021 through June 30, 2023 from the Community Investment Fund, Deep Investments category, to A Better Way, in Response to Request for Proposal #2020-06 - Community Investment Fund Mental Health First Aid Training; and delegate authority to the County Administrator with County Counsel concurrence to sign the agreements and any future amendments which are administrative in nature and have no fiscal impact

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

First 5 Solano:

- 30** **20-533** Consider approving the Solano Children's Alliance updated bylaws; Approving the membership appointments of Cheryl Countee, Angel Aguilar, and Tonya Burns to the Solano Children's Alliance for the term of July 28, 2020 to July 28, 2024; and Approving the appointment of alternates Araceli Lopez, Christina Sinohui, and Eliza Lehrke to the Solano Children's Alliance for the term of July 28, 2020 to July 28, 2024

Attachments: [A - Current Bylaws](#)
 [B - Proposed Bylaws](#)
 [C - Membership Roster](#)

Solano County Fair Association:

- 31** **20-494** Receive a verbal update from Fair CEO/Executive Director Mike Ioakimedes on the Solano County Fair

Attachments: [A - SCFA Update](#)

Auditor-Controller:

- 32** **20-540** Receive the Audit Report of the Solano County Fair for the years ended December 31, 2019 & 2018

Attachments: [A - Solano County Fair - December 31, 2019 and 2018 Final Audit Report](#)
 [B - Solano County Fair - December 31, 2019 and 2018 Management Letter](#)

County Administrator/General Services:

- 33** **20-489** Receive a verbal update on the Solano360 Development and on discussions of successor funding and site management agreements with Solano County Fair Association (SCFA) for the Fairgrounds Property located in Vallejo, CA; and Provide general direction to staff for future funding and site management agreements with SCFA

Attachments: [A - Existing Agreement](#)
 [B - SCFA 2020 Organizational Change & 2020 Proposed Budget](#)
 [C - Proposed Fair Delivery Agreement](#)
 [D - SCFA Timeline](#)
 [E- Finance Charts](#)

RECESS/LUNCH

2:00 P.M.

LAND USE/TRANSPORTATION

- 34** **20-536** Conduct a noticed public hearing and consider an Appeal by Mary Browning of the Solano County Planning Commission's action to approve Use Permit U-19-03 allowing continued use of the indoor and outdoor retail areas currently occupied by Suisun Valley Antiques/John's Hauling, and the indoor and outdoor serving of local wines and beer and packaged local food products at the Suisun Valley Filling Station and Visitor's Center in addition to two long term uses on the site (The Simply Savvy furniture design studio and an apartment unit above the retail spaces)

Attachments: [A - Resolution](#)
 [B - Applicant's Information Packet and Site Plan](#)
 [C - Appeal Letter from Mary Browning June 12, 2020](#)
 [D - Correspondence Rec'd before June 4, 2020 Planning Commission Mtg](#)
 [E - Appeal Response](#)
 [F - Excerpt Draft June 4, 2020 Planning Commission Meeting Minutes](#)
 [G - Public Hearing Notice](#)

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

*To the Board of Supervisors meeting of August 4, 2020 at 8:30 A.M., Board Chambers,
675 Texas Street, Fairfield, CA*



Solano County

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Agenda Submittal

Agenda #:	1	Status:	Closed Session
Type:	Closed Session	Department:	County Counsel
File #:	20-544	Contact:	Bernadette S. Curry, 784-6140
Agenda date:	07/28/2020	Final Action:	
Title:	<p>Conference with Labor Negotiators: Solano County representatives: Kim Williams, Patricia Cano, Birgitta E. Corsello, and Nancy Huston. Employee organizations: Teamsters, Local 150 for Unit 1 (Attorneys); SEIU Local 1021 for Unit 2 (Nurses), Unit 5 (Health and Welfare Employees), Unit 7 (Regulatory, Technical and General Services Employees), Unit 8 (General Services Supervisors), Unit 9 (Clerical Employees) and Units 82, 87, 89, and 90 (Extra Help Employees); Solano County Deputy Sheriff's Association for Unit 3 (Law Enforcement Employees) and Unit 4 (Law Enforcement Supervisors); Public Employees Union, Local One for Unit 6 (Health and Welfare Supervisors) and Unit 16 (Mid-Management Employees); Stationary Engineers, Local 39 for Unit 10 (Skilled Craft and Service Maintenance Employees); Union of American Physicians and Dentists for Unit 11 (Physicians, Dentists and Psychiatrists); Solano County Probation Peace Officer Association for Unit 12 (Probation Employees) and Unit 15 (Probation Supervisors); Solano County Sheriff's Custody Association for Unit 13 (Correctional Officers); Teamsters, Local 856 for Unit 14 (Correctional Supervisors); Solano County Law Enforcement Management Association for Unit 17 (Law Enforcement Management) and Unit 18 (Sheriff's Office Management); Professional and Technical Engineers, Local 21 for Unit 19 (Executive and Senior Management); Unit 60 Legislative Group; Unit 61 (unrepresented Executive Management Employees), Unit 62 (unrepresented Senior Management Employees) and Unit 30 (Confidential Employees)</p> <p>In-Home Supportive Services Authority representatives: Kim Williams, Patricia Cano, Nancy Huston and Birgitta E. Corsello. Employee organization: SEIU Local 2015</p> <p>Threat to Public Services or Facilities: Consultation with County Administrator, County Counsel, County Public Health Officer and Resource Management Assistant Director</p> <p>Public Employee Performance Evaluation: County Administrator and County Counsel</p>		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Memorandum		

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

CLOSED SESSION MEMO

- A. LICENSE/PERMIT DETERMINATION (GC § 54956.7)
 - a. Number of applicants:_____
- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (GC § 54956.8)
 - a.
- C. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
 - a.
- D. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC § 54956.9)
 - a. Significant exposure to litigation pursuant to GC § 54956.9 (b):
 - b. Initiation of litigation pursuant to GC § 54956.9(c):
- E. LIABILITY CLAIMS-JOINT POWERS AUTHORITY (GC § 54956.95)
 - a. Claimant:_____
 - b. Agency against whom claim filed:_____
- F. THREAT TO PUBLIC SERVICES OR FACILITIES (GC § 54957)
 - a. Consultation with: Consultation with County Administrator, County Counsel, County Public Health Officer and Resource Management Assistant Director
- G. PUBLIC EMPLOYEE APPOINTMENT
 - a. Title:
- H. PUBLIC EMPLOYMENT (GC § 54957)
 - a. Title:
- I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC § 54957)
 - a. Title: County Administrator
 - b. Title: County Counsel
- J. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (GC § 54957)
 - a. No information required
- K. CONFERENCE WITH LABOR NEGOTIATORS (GC § 54957.6)
 - a. Conference with Labor Negotiators: Solano County representatives: Kim Williams, Patricia Cano, Birgitta E. Corsello, and Nancy Huston. Employee organizations: Teamsters, Local 150 for Unit 1 (Attorneys); SEIU Local 1021 for Unit 2 (Nurses), Unit 5 (Health and Welfare Employees), Unit 7 (Regulatory, Technical and General Services Employees), Unit 8 (General Services Supervisors), Unit 9 (Clerical Employees) and Units 82, 87, 89, and 90 (Extra Help Employees); Solano County Deputy Sheriff's Association for Unit 3 (Law Enforcement Employees) and Unit 4 (Law Enforcement Supervisors); Public Employees Union, Local One for Unit 6 (Health and Welfare Supervisors) and Unit 16 (Mid-Management Employees); Stationary Engineers, Local 39 for Unit 10 (Skilled Craft and Service Maintenance Employees); Union of American Physicians and Dentists for Unit 11 (Physicians, Dentists and Psychiatrists); Solano County Probation Peace Officer Association for Unit 12 (Probation Employees) and Unit 15 (Probation Supervisors); Solano County Sheriff's Custody

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

- b. In-Home Supportive Services Authority representatives: Kim Williams, Patricia Cano, Nancy Huston and Birgitta E. Corsello. Employee organization: SEIU Local 2015

L. CASE REVIEW/PLANNING (GC § 54957.8)

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

- a. Estimated year of public disclosure:_____

N. HEARINGS

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



Solano County

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Agenda Submittal

Agenda #:	2	Status:	Presentation
Type:	Resolution	Department:	Board of Supervisors
File #:	20-510	Contact:	Erin Hannigan, 553-5363
Agenda date:	07/28/2020	Final Action:	
Title:	Adopt and present a resolution honoring the 100th anniversary of women's right to vote for the month of August 2020 (Chairwoman Hannigan)		
Governing body:	Board of Supervisors		
District:	District 1		
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 Hannigan requests the Board of Supervisors recognizes the month of August 2020 as the 100th anniversary of women's right to vote.

SUMMARY:

The 19th Amendment, granting women the right to vote, was ratified on August 18, 1920, by two-thirds majority. The Solano Commission for Women and Girls (SCWG) is requesting the Board of Supervisors proclaim August 2020 as *Women's Right to Vote* month.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2020/21 Preliminary Budget. The costs associated with preparation and purchase of the resolution materials are included in the Board's FY2020/21 Preliminary Budget.

DISCUSSION:

The 19th Amendment, guaranteeing women the right to vote in the United States, was ratified on August 18th, 1920, and unceremoniously signed into law on August 26th, 1920 by Secretary of State Bainbridge Colby. The amendment was a culmination of more than 70 years of struggle and protest by women suffragists.

The Women's Suffrage movement started in July 1848 at the first women's rights convention in the United States, known as the Seneca Falls Convention. The convention had 300 attendees, including about 40 men - most notably Fredrick Douglass - and focused on the social, civil and religious rights of women.

The goals and purpose of the convention was best articulated by Elizabeth Cady Stanton, one of the meeting's

organizers when she said: *"We are assembled to protest against a form of government, existing without the consent of the governed-to declare our right to be free as man is free, to be represented in the government which we are taxed to support, to have such disgraceful laws as give man the power to chastise and imprison his wife, to take the wages which she earns, the property which she inherits, and, in case of separation, the children of her love."*

After the Seneca Falls convention, a National Women's Rights Convention was established in 1950 and held annually thereafter to advance the rights of women.

Voting rights in the United States was largely restricted to white male property owners in the 1770's. The 15th Amendment was ratified in 1870 which ensured that people could not be denied the right to vote because of their race. While the 15th Amendment expanded voting rights to African American men, women were still denied the right to vote; and many states, particularly in the South, used a variety of policies and practices (e.g., poll taxes, literacy tests) to suppress voting among African American men.

In 1920 women won the right to vote. This historic achievement was but one step in the long battle for voters' rights in this country. Voter suppression tactics continued in many states, targeting men and women of color, and low-income whites. Further advancements included:

- 1) The 24th amendment, ratified in 1964, which stated that "the rights of citizens... shall not be denied or abridged by the United States by reason of failure to pay any poll tax or other tax".
- 2) The 1965 Voter's Rights Act which prohibited States from using policies and practices to suppress voters.
- 3) The 1975 expansion of the Voting Rights Act to protect language minorities: and
- 4) The 1982 expansion of the Voting Rights Act to make voting more accessible for the elderly and people with disabilities.

ALTERNATIVES:

The Board of Supervisors could choose not to proclaim August 2020 as Women's Right to Vote month, however this is not recommended, as this is a major anniversary in the history of woman's right to vote.

OTHER AGENCY INVOLVEMENT:

No other agency involvement.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2020 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING MONDAY, AUGUST 2020 AS THE 100TH ANNIVERSARY OF THE WOMEN'S RIGHT TO VOTE

WHEREAS, The 19th Amendment, guaranteeing women the right to vote in the United States, was ratified on August 18th, 1920, and unceremoniously signed into law on August 26th, 1920 by Secretary of State Bainbridge Colby. The amendment was a culmination of more than 70 years of struggle and protest by women suffragists; and

WHEREAS, The Women's Suffrage movement started in July 1848 at the first women's rights convention in the United States, known as the Seneca Falls Convention. The convention had 300 attendees, including about 40 men – most notably Fredrick Douglas - and focused on the social, civil and religious rights of women; and

WHEREAS, The goals and purpose of the convention was best articulated by Elizabeth Cady Stanton, one of the meeting's organizers when she said: *"We are assembled to protest against a form of government, existing without the consent of the governed—to declare our right to be free as man is free, to be represented in the government which we are taxed to support, to have such disgraceful laws as give man the power to chastise and imprison his wife, to take the wages which she earns, the property which she inherits, and, in case of separation, the children of her love."*; and

WHEREAS, After the Seneca Falls convention, a National Women's Rights Convention was established in 1950 and held annually thereafter to advance the rights of women; and

WHEREAS Voting rights in the United States was largely restricted to white male property owners in the 1770's. The 15th Amendment was ratified in 1870 which ensured that people could not be denied the right to vote because of their race. While the 15th Amendment expanded voting rights to African American men, women were still denied the right to vote; and many states, particularly in the South, used a variety of policies and practices (e.g., poll taxes, literacy tests) to suppress voting among African American men; and

WHEREAS, In 1920 women won the right to vote. This historic achievement was but one step in the long battle for voters' rights in this country. Voter suppression tactics continued in many states, targeting men and women of color, and low-income whites. Further advancements included:

- 1) The 24th amendment, ratified in 1964, which stated that "the rights of citizens... shall not be denied or abridged by the United States by reason of failure to pay any poll tax or other tax".
- 2) The 1965 Voter's Rights Act which prohibited States from using policies and practices to suppress voters.
- 3) The 1975 expansion of the Voting Rights Act to protect language minorities: and
- 4) The 1982 expansion of the Voting Rights Act to make voting more accessible for the elderly and people with disabilities.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors recognizes August 2020 as the 100th Anniversary of the Women's Right to Vote.

Dated this 28th day of July, 2020

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:	Presentation
Type:	Resolution-Presentation	Department:	Board of Supervisors
File #:	20-530	Contact:	Catherine McKenzie Cook, 784-6418
Agenda date:	07/28/2020	Final Action:	
Title:	Adopt and present a resolution celebrating the 30th Anniversary of the Americans with Disabilities Act (Supervisor Sperring)		
Governing body:	Board of Supervisors		
District:	District 3		
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 Jim Sperring requests the Board adopt a resolution recognizing the 30th anniversary of the Americans with Disabilities Act (ADA); and its importance to the more than 55,000 citizens of Solano County who have disabilities and have benefitted from its implementation.

SUMMARY/DISCUSSION:

The Americans with Disabilities Act, signed 30 years ago by President George H.W. Bush on July 26, 1990, is considered the most comprehensive civil rights law to date for people with disabilities. The purpose of the law is to make sure that people with disabilities have the same rights and opportunities as everyone else.

The ADA prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, schools, transportation and all public and private places that are open to the general public. Since its enactment the ADA has greatly improved the lives of individuals with disabilities, allowing them to routinely access restaurants and businesses, utilize many modes of public transportation, attend schools, and participate in their government, to name some of the areas of progress.

While recognizing great strides have been made, there are still areas that need to be addressed in the spirit and intent of the original legislation. Two areas that get singled out as needing the most work are employment and housing accessibility. Unemployment rates for people with disabilities are considerably higher than for people without disabilities, and housing accessibility is not universal. Businesses may be encouraged to hire people with disabilities - fully capable of performing the job with some accommodation -- as technology-driven solutions become available. Universal housing accessibility - as the population ages and needs accommodation -- may help move this concept forward as well.

This report is to recognize the 30th anniversary of the enactment of the American with Disability Act, to salute the progress, and to raise awareness of the need for further work.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the District 3 FY2020/21 Preliminary Budget.

ALTERNATIVES:

The Board may choose not to take this action. This is not recommended as it is consistent with Board policy. This resolution is in keeping with the values of the Solano County Board of Supervisors.

OTHER AGENCY INVOLVEMENT:

This report was prepared in coordination with the Independent Living Center of Contra Costa and Solano Counties, and the Northern California Spinal Cord Injury Foundation; and staff in the County Administrator's Office

Resolution No. 2020 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS CELEBRATING THE 30TH ANNIVERSARY OF THE AMERICANS WITH DISABILITIES ACT

WHEREAS, approximately 57 million Americans, including 55,000 Solano County residents, have a disability and all people are potentially one incident away from being disabled; and

WHEREAS, 30 years ago on July 26, 1990, President George H.W. Bush signed the historic legislation known as the Americans with Disabilities Act, which is considered the most comprehensive civil rights law to date prohibiting discrimination against individuals with disabilities in all areas of public life, including jobs, schools, and transportation; and

WHEREAS, the Americans with Disabilities Act reaffirmed the ideas that all Americans are entitled to participate fully in the economy and their form of government; have something to contribute; and deserve every chance to achieve their full potential; and

WHEREAS, the Americans with Disabilities Act promises fairness, accommodation, and participation in all aspects of life; and recognizes that every individual deserves respect, access, and equal opportunity; and

WHEREAS, while great strides have been made by the Americans with Disability Act, and people with disabilities are grateful for the progress, there is still work to be done to fully implement the spirit and intent of this legislation, especially in the areas of employment and universally accessible housing; and

WHEREAS, Solano County is enriched by the accomplishments and diversity of its citizens with disabilities and commits to furthering the principles of the American with Disabilities Act.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors recognizes the 30th anniversary of the Americans with Disabilities Act as an important step in removing barriers; salutes those whose efforts and accommodations have allowed citizens with disabilities to live fuller lives and commits to working with its citizens to continue the progress towards an inclusionary community.

Dated this 28th day of July, 2020

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	4	Status:	Presentation
Type:	Resolution-Presentation	Department:	Health and Social Services
File #:	20-522	Contact:	Gerald Huber, 784-8400
Agenda date:	07/28/2020	Final Action:	
Title:	Adopt and present a resolution recognizing August 2020 as National Breastfeeding Month in Solano County (Supervisor Brown)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services (H&SS) recommends that the Board of Supervisors adopt and present a resolution declaring August 2020 as National Breastfeeding Month in Solano County.

SUMMARY/DISCUSSION:

The purpose of celebrating National Breastfeeding Month is to bring awareness to the importance of supporting and protecting breastfeeding, particularly during disasters or pandemics. Human milk provides virtually all the protein, sugar and fat a baby needs to be healthy and it contains many substances that support the baby's immune system including antibodies, immune factors, enzymes and white blood cells. These substances protect a baby against viruses, bacterial infections and a variety of diseases not only while breastfeeding, but in some cases, long after they have weaned. Breastmilk provides cognitive, emotional and physiological benefits to babies, providing a foundation for health and well-being.

In addition to providing needed immunological benefits, breastfeeding is important for the mother's mental health, as it helps reduce maternal depression and anxiety. During times of stress, breastfeeding signals the mother's body to produce relaxation hormones. Studies show that breastfeeding helps regulate the body's inflammatory response. Depression is associated with inflammation, and breastfeeding protects both mother and baby mentally and physically.

Financially, there are cost savings associated with breastfeeding. According to the Journal of Pediatrics, researchers have performed cost analyses for various pediatric diseases, such as ear infections, dermatitis, asthma and respiratory tract infections. They found that if 90% of US families breastfed exclusively for at least six months, the U.S. would save \$13 billion per year and prevent 911 deaths, nearly all of which would be in infants. Although this refers to the medical and insurance costs for a community, there are also individual costs of not breastfeeding, such as purchasing formula on limited budgets and increased time off for working parents having to care for sick infants. When there is an economic downturn as a result of unexpected

disasters, breastfeeding can be the one thing that ensures a healthy infant and can help to buffer economic challenges for a family. Today, more than ever, breastfeeding support and protection are crucial for the health and safety of future generations. Breastfeeding is also a key component for food security in many underserved populations who are economically disadvantaged.

The Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) Breastfeeding Peer Counseling Program provides in-depth personal connection to pregnant and breastfeeding families in WIC. The Peer Counselors are women who have been through the WIC Program and breastfed successfully. They are available to provide mother-to-mother support by phone or at the clinic sites. They talk and troubleshoot with new mothers, many times afterhours and on weekends. Breastfeeding mothers feel more confident and often surpass their personal breastfeeding goals when they have the timely support they need.

The Breastfeeding Coalition of Solano County provides breastfeeding education to the community and provides a venue for networking and coordination of perinatal services. The Coalition members coordinate with hospitals and clinics to identify families who need assistance and provide resources to sustain successful breastfeeding experiences. The Coalition also helps support legislative policies, such as the lactation accommodation laws for employees and the September 30, 2018 California law (AB2507) effective January 1, 2020 requiring county jails to develop and implement an infant and toddler breast milk feeding policy for lactating inmates.

To commemorate National Breastfeeding Month during this pandemic year, the Breastfeeding Coalition will be sending out weekly social media messages with breastfeeding education and resources. In addition, the Coalition will be hosting its fifth annual Donor Breast Milk Drive later this year on October 15th from 10:30 am - 1:30 pm at 2101 Courage Drive in Fairfield. Donations for the San Jose Mother's Milk Bank will be accepted. Each one quarter ounce of breastmilk helps save premature and medically-fragile infants whose mothers are unable to provide their own breastmilk.

FINANCIAL IMPACT:

The H&SS staff time associated with the planned National Breastfeeding Month activities and preparing the agenda item are budgeted within the Department's FY2020/21 Preliminary Budget. There is no financial impact to the County General Fund.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2020 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING AUGUST AS BREASTFEEDING AWARENESS MONTH IN SOLANO COUNTY

WHEREAS, National Breastfeeding Month is celebrated across the United States every August to recognize the importance of breastfeeding for all families, the environment and society; and

WHEREAS, breastfeeding is a key element in the health and wellbeing of every child from the beginning of their life; and

WHEREAS, breastmilk provides critical immunological components including antibodies, immune factors, enzymes and cells that protect infants from a wide variety of diseases and infections; and

WHEREAS, breastfeeding gives every child an equitable and optimal start in life; particularly among economically disadvantaged and vulnerable groups; and

WHEREAS, breastfeeding is a natural, low-cost way of feeding babies and children that is affordable for everyone without burdening household budgets as compared to artificial feeding; and

WHEREAS, breastfeeding safeguards infant health and nutrition in times of adversity, natural disasters, and unprecedented pandemics; and

WHEREAS, breastfeeding helps reduce maternal depression and improves infant and maternal mental health; and

WHEREAS, this year, the Breastfeeding Coalition will conduct its fifth annual Donor Breast Milk Drive in October to receive donations for the San Jose Mother's Milk Bank that provides needed breastmilk for premature and medically-fragile infants.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby declares August as "National Breastfeeding Month" and joins other counties and states in this observance.

Dated this 28th day of July, 2020

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	5	Status:	Consent Calendar
Type:	Minutes	Department:	Clerk of the Board of Supervisors
File #:	20-505	Contact:	Jeanette Neiger, 784-6125
Agenda date:	07/28/2020	Final Action:	
Title:	Approve the minutes of the Solano County Board of Supervisors meetings of June 2, June 9, June 23 and June 25, 2020		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Minutes - June 2, 2020, B - Minutes - June 9, 2020, C - Minutes - June 23, 2020, D - Minutes - June 25, 2020		

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

Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors approve the minutes of the Solano County Board of Supervisors meetings of June 2, June 9, June 23 and June 25, 2020.



Solano County

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

Minutes - Draft Board of Supervisors

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

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

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

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

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

Tuesday, June 2, 2020

9:00 AM

Board of Supervisors Chambers

CALL TO ORDER

The Solano County Board of Supervisors met on the 2nd day of June, 2020 in regular session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 9:00 A.M. Present were Supervisors Brown, Spering, Vasquez, Thomson and Chairwoman Hannigan. Chairwoman Hannigan presided. Also present were County Administrator Birgitta E. Corsello and County Counsel Bernadette S. Curry.

ROLL CALL

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

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

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

CLOSED SESSION

On a motion by Supervisor Vasquez, seconded by Supervisor Brown, due to urgency of the potential threats to public services and facilities, the Board amended the agenda to add a Closed Session to discuss pursuant to Cal. Gov. Code section 54957 (a): Consultation with Solano County Sheriff-Coroner.

RECESS

This meeting of the Solano County Board of Supervisors recessed at 9:01 A.M. and reconvened at 9:28 A.M. All members were present and Chairwoman Hannigan presided.

REPORT FROM CLOSED SESSION

County Counsel Bernadette Curry reported that Sheriff Tom Ferrara had issued a Proclamation of Local Emergency due to the various protests and looting in the County and pursuant to that Proclamation, imposed a countywide curfew to go into effect during the hours of 8:00 p.m. through 5:00 a.m. beginning June 2, 2020. Curfew was set to expire on June 4, 2020. County facilities would be opened for appointments only as of twelve noon that day.

PRESENTATIONS

- 1 [20-418](#) Adopt and present a resolution and plaque of appreciation honoring Arlene Rubio, Office Assistant III, upon her retirement from the Health and Social Services Department, Behavioral Health Division with over 32 years of dedicated public service to Solano County (Chairwoman Hannigan)

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

On motion of Chairwoman Hannigan, seconded by Supervisor Thomson, the Board adopted and presented Resolution No. 2020 -88 honoring Arlene Rubio, Office Assistant III, upon her retirement from the Health and Social Services Department, Behavioral Health Division with over 32 years of dedicated public service to Solano County. So ordered by 5-0 vote. (see Resolution Book)

Enactment No: Resolution No. 2020-88

- 2 [20-389](#) Adopt and present a resolution recognizing June 2020 as Lesbian, Gay, Bisexual, Transgender, Queer (LGBTQ) Pride Month in Solano County (Chairwoman Hannigan)

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

On motion of Chairwoman Hannigan, seconded by Supervisor Brown, the Board adopted and presented Resolution No. 2020 - 89 recognizing June 2020 as Lesbian, Gay, Bisexual, Transgender, Queer (LGBTQ) Pride Month in Solano County. So ordered by 5-0 vote. (see Resolution Book)

Enactment No: Resolution No. 2020-89

ITEMS FROM THE PUBLIC

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

A) Assistant County Administrator Nancy Huston introduced new Human Resources Manager Patricia Cano.

B) Richard Ropiak commented in opposition to face coverings.

C) George Guynn, Jr. commented in opposition to face coverings.

D) Dennis Allen commented in opposition to face coverings and on voting by mail.

E) Michele Guerra commented in appreciation of the meeting being open and on recent looting.

F) Sandy (no last name provided) commented on concerns about graduation for high school seniors.

G) Eunice Malley commented in opposition to requiring face coverings.

Chairwoman Hannigan advised that the Board would not be taking any vote on requiring face coverings at this meeting.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There were no further additions to or deletions from the Solano County Board of Supervisors' agenda for June 2, 2020.

APPROVAL OF THE AGENDA

On motion of Supervisor Vasquez, seconded by Supervisor Brown the Board approved the agenda of the Solano County Board of Supervisors for June 2, 2020 as amended. So ordered by 5-0 vote.

PUBLIC COMMENT ON CONSENT CALENDAR

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

APPROVAL OF THE CONSENT CALENDAR

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

CONSENT CALENDAR

- 3** **[20-353](#)** Approve the minutes of the Solano County Board of Supervisors meetings of March 24, March 31 and April 7, 2020; and Approve the Solano County Housing Authority Minutes of March 24, 2020
- Attachments:* [A - Minutes - March 24, 2020](#)
 [B - Minutes - March 31, 2020](#)
 [C - Minutes - April 7, 2020](#)
 [D - Housing Authority Minutes - March 24, 2020](#)
 [Adopted Minutes - March 24, 2020](#)
 [Adopted Minutes - March 31, 2020](#)
 [Adopted Minutes - April 7, 2020](#)
 [Housing Authority Adopted Minutes - March 24, 2020](#)
 [Minute Order](#)
- Approved**
- 4** **[20-417](#)** Authorize the County's contribution of \$5,000 from the General Fund contribution allocated to District 1 to benefit Bay Area Community Resources for the First 5 Center (\$1,000), Florence Douglas Center (\$1,000), Solano County Fair Association (\$1,000) Robby Poblete Foundation (\$1,000) and Eric Reyes Foundation (\$1,000)
- Attachments:* [Minute Order](#)
- Approved**
- 5** **[20-396](#)** Authorize the County's contribution of \$2,000 from the General Fund contribution allocated to District 3 to benefit Meals on Wheels (\$1,000) and Catholic Charities (\$1,000)
- Attachments:* [Minute Order](#)
- Approved**
- 6** **[20-400](#)** Adopt a resolution approving an amendment to the Alphabetical Listing of Classes and Salaries to add the new classification of Medical Billing Supervisor with a monthly salary of \$5,581.29 - \$6,784.09
- Attachments:* [A - Medical Billing Supervisor Classification](#)
 [B - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)
- Adopted**
- Enactment No: Resolution No. 2020-90**

- 7 [20-415](#) Adopt a resolution establishing Solano County's countywide appropriations limit of \$717,871,965, the Consolidated County Service Area appropriations limit of \$275,326, and the East Vallejo Fire Protection District appropriations limit of \$1,266,199 for FY2020/21, and delegating authority to the Auditor-Controller to implement the most advantageous method for establishing the appropriations limit for FY2020/21

Attachments: [A - Resolution](#)
 [B - FY2020-21 GANN Limit Computation - Countywide](#)
 [C - FY2020-21 GANN Limit Computation - Special Districts](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution No. 2020-91

- 8 [20-387](#) Consider approving a resolution authorizing the Treasurer and Auditor-Controller to transfer available County funds to local school districts as mandated under California Education Code Sections 42620 and 85220 to meet current maintenance expenses for county school districts contingent upon deferrals of certain State revenues, and formal requests from the respective districts

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

Adopted

Enactment No: Resolution No. 2020-92

- 9 [20-411](#) Approve a 3 year enterprise agreement with Microsoft Corporation for the period of June 1, 2020 through May 31, 2023 in the amount of \$4,385,098: and Authorize the Chief Information Officer to execute amendments and change orders up to 10% of the contract amount within annual appropriations

Attachments: [A - Volume Licensing](#)
 [B - Enterprise Enrollment](#)
 [C - Program Signature](#)
 [D - Amendment](#)
 [E - Discount Transparency Disclosure](#)
 [Executed Amendment](#)
 [Minute Order](#)

Approved

- 10 [20-414](#) Approve a Unified Support Contract with Microsoft Corporation for the period of June 1, 2020 through May 30, 2021 in the amount of \$147,986; and Authorize the Chief Information Officer to execute the agreement and annual renewals that are within 10% of prior year net total amount for up to 3 years and any current year amendments that do not exceed 10% of annual subscription amount

Attachments: [A - Contract](#)
 [B - Enhanced Capabilities](#)
 [Executed Contract](#)
 [Minute Order](#)

Approved

- 11 [20-413](#) Adopt a resolution recognizing Travis Credit Union for their donation to the First 5 Solano Children and Families Commission in the amount of \$20,000 for community relief related to the COVID-19 pandemic medical emergency

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

Adopted

Enactment No: Resolution No. 2020-93

- 12 [20-416](#) Approve a first amendment to the agreement with the City of Vallejo for funding Vallejo First 5 Center tenant improvements, recognizing \$100,000 in additional revenue from the City, bringing the total contribution to \$200,000 for a term expiring June 30, 2020; Approve an agreement with Medic Ambulance for funding Vallejo First 5 Center tenant improvements in the amount of \$100,000 for a term expiring January 31, 2022; and Delegate authority to the County Administrator to execute the agreements

Attachments: [A - City of Vallejo First Amendment](#)
 [B - Link to City of Vallejo Original Agreement](#)
 [C - Medic Ambulance Agreement](#)
 [Executed Amendment - City of Vallejo](#)
 [Executed Amendment - Medic Ambulance.pdf](#)
 [Minute Order](#)

Approved

13 [20-375](#)

Approve a contract with Caminar, Inc. for \$761,300 to provide interim cooperative housing services in a congregate setting at Caminar's Laurel Creek property May 1, 2020 through June 30, 2021; and Delegate authority to the County Administrator to execute the agreement

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

Approved

14 [20-379](#)

Approve a contract with Caminar Inc. for \$1,942,162 to carry out mental health diversion services for the period May 1, 2020 through September 30, 2022 in accordance with the Edward Byrne Memorial Justice Grant awarded to Solano County; Authorize the County Administrator to execute the agreement; and Approve an Appropriation Transfer Request (ATR) in the amount of \$200,210 to add appropriations and recognize unanticipated revenue for this grant project for FY2019/20 (4/5 vote required)

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

Approved

15 [20-385](#)

Approve an Appropriation Transfer Request (ATR) for \$325,724 to recognize unanticipated revenue from the U.S. Department of Health and Human Services to cover a portion of revenue losses for Solano County Family Health Center clinics negatively impacted by the coronavirus disease 2019 (4/5 vote required)

Attachments: [Minute Order](#)

Approved

16 [20-420](#)

Adopt a resolution and plaque of appreciation honoring Robert Epstein, Licensed Marriage and Family Therapist, upon his retirement from the Health & Social Services, Behavioral Health Division with over 25 years of dedicated public service to Solano County

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

Adopted

Enactment No: Resolution No. 2020-94

- 17 [20-242](#) Adopt a resolution and plaque of appreciation honoring Correctional Officer Anita Overton upon her retirement from the Sheriff's Office with over 19 years of dedicated public service to Solano County

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

Adopted

Enactment No: Resolution No. 2020-95

- 18 [20-367](#) Authorize the Director of Resource Management to execute an agreement among Solano County, the Solano Land Trust, and the Solano Transportation Authority to repurpose grant funds and transfer local funds in FY2020/21 to facilitate land acquisition and public access improvements in the greater Cordelia Hills Sky Valley area

Attachments: [A - Joint Agreement](#)
 [B - Location Map](#)
 [Minute Order](#)

Approved

- 19 [20-399](#) Schedule a public hearing regarding Green Valley Open Space Maintenance District assessments for FY2020/21 on June 23, 2020; Adopt a resolution directing preparation of the Annual Engineer's Report; and Adopt a resolution of intention to order improvement and levy assessments for the Green Valley Open Space Maintenance District

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

Adopted

Enactment No: Resolution No. 2020-96 and Resolution No. 2020-97

- 20 [20-405](#) Approve the recommendation of the Solano County Park and Recreation Commission to award three grants totaling \$7,100 from the Fish and Wildlife Propagation Fund; and Authorize the Director of Resource Management or designee to execute the grant contracts and any necessary modifications that fall within the grant award amounts

Attachments: [A - FWPF Awards Chart](#)
 [Minute Order](#)

Approved

- 21 [20-410](#) Acknowledge Resource Management's selection of Eva Rivera for "Employee of the Month" for June 2020

Attachments: [Minute Order](#)

Received

SPECIAL DISTRICTS GOVERNED BY THE BOARD OF SUPERVISORS

IHSS Public Authority:

- 22 [20-422](#) Approve a one year contract renewal between the Solano County In-Home Supportive Services Public Authority and Pan American Life Insurance Group for provision of health, dental and vision benefits for eligible In-Home Supportive Services providers for a maximum of \$4,238,194 from July 1, 2020 to June 30, 2021; and Authorize the Public Authority Administrator to execute the contract

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

Approved

MISCELLANEOUS ITEMS

- 23 [20-406](#) Approve the appointment of Jesse Papetti as a Director of the Collinsville Levee Maintenance District for a term to expire June 2, 2024

Attachments: [Minute Order](#)

Approved

- 24 [20-397](#) Approve the appointments of Daniel Del Monte, Principal Management Analyst, County Administrator's Office as the primary, and Emery Cowan, Mental Health Services Administrator, Health and Social Services as the alternate, to the Community Action Partnership of Solano (CAP Solano) Joint Powers Authority for a term to expire on June 30, 2022

Attachments: [Minute Order](#)

Approved

REGULAR CALENDAR

- 25** [20-404](#) Conduct Quarterly Meeting of the East Vallejo Fire Protection District Board of Directors

Attachments: [Minute Order](#)

Senior Management Analyst Magen Yambao introduced the item.

Vallejo Fire Battalion Chief Fenzl provided an update on activities within the East Vallejo Fire Protection District.

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

Conducted

- 26** [20-235](#) Receive a presentation from the Salvation Army of Solano regarding social programs for the public and about disaster readiness and response

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

Supervisor Thomson introduced the item.

Salvation Army Major Randy Hartt provided an overview of the Salvation Army activities and efforts within the communities.

In response to a question from Chairwoman Hannigan, Major Hartt provided information on services provided in Vallejo.

Chairwoman Hannigan commented on needs for youth and family enrichment activities in Vallejo.

Major Hartt advised that he would look into providing support through some mobile services.

In response to a question from Supervisor Thomson, Major Hartt provided information on requirements for individuals to use rehabilitation centers, noting that it was free.

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

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

A) Ryan Messano commented on conspiracy theory, recent riots and looting.

Received

- 27 [20-407](#) Receive a verbal update from the County's Federal Legislative Advocates on the status of legislation of interest to the County and receive an update from the County's State Legislative Advocates on the status of legislation that is of interest to the County, including highlights from the Governor's 2020-2021 May Revision budget

Attachments: [Minute Order](#)

County Administrator Birgitta Corsello introduced the item.

Paragon Government Relations federal legislative advocates Joe Krahn, Hassan Sarsour and Tom Joseph provided information on federal legislation of interest to the County.

State Legislative Advocate Karen Lange provided information on state legislation of interest to the County and on the Governor's 2020-2021 May Revision budget.

In response to questions from Supervisor Brown, Ms. Lange advised that she would follow up on legislation for community colleges and K-12. She then provided information on current activities in the legislature regarding budget cut triggers and assistance to schools.

Received

- 28 [20-398](#) Receive an update from County staff on State and local trends in housing and impacts on homelessness, including a status on County projects that impact housing needs; and Authorize staff to pursue available housing and homelessness grants that the County can be competitive for and that may become available in 2020

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

Principal Management Analyst Daniel Del Monte provided an update on State and local trends in housing and a status of County projects that impacted housing needs.

In response to a question from Supervisor Brown, Mr. Del Monte provided information on funding for Project Roomkey.

In response to a question from Supervisor Vasquez, Mr. Del Monte provided information on COVID-19 emergency housing in Vallejo and Benicia.

In response to a question from Supervisor Thomson, Mr. Del Monte provided information on services that were provided to individuals participating in Project Roomkey.

Chairwoman Hannigan commented on the recent Point in Time Count and how to identify the individuals in the lower need levels.

Mr. Del Monte commented on the Point in Time Count and provided information on the number of individuals counted that were considered chronically homeless.

Chairwoman Hannigan commented on funding for programs.

Supervisor Vasquez commented on the need to find permanent solutions for homelessness instead of temporary fixes.

Chairwoman Hannigan commented on other funds that also assisted the homeless or those close to losing housing.

Supervisor Thomson commented on how these types of programs changed lives and the need to look at the costs to the community and putting those costs towards doing something. He then commented on the need to get individuals that were participating in Project Roomkey into services.

A) Sevania Gibbons commented on Project Roomkey.

Mr. Del Monte provided information on requirements of the program and noted that no one had been transported to a different city to date.

On motion of Supervisor Thomson, seconded by Supervisor Brown, the Board authorized staff to pursue available housing and homelessness grants that the County could be competitive for and that may become available in 2020. So ordered by 5-0 vote.

29**[20-412](#)**

Receive a verbal update from Dr. Bela Matyas, Public Health Officer, and Don Ryan, Emergency Services Manager, regarding the coronavirus disease 2019 (COVID-19) and provide any necessary direction

Attachments: [Minute Order](#)

Emergency Services Manager Don Ryan provided an update on COVID-19 related activities and on rioting and looting taking place within the County.

Public Health Officer Dr. Bela Matyas provided an update on COVID-19 cases and data.

In response to a question from Supervisor Vasquez, Dr. Matyas advised that schools were an essential business/activity and that the school board decided how and when to reopen schools under an approval by the state.

A) Richard Ropiak commented on determining protocols.

B) George Guynn, Jr. commented on costs for COVID-19 tests, data reporting and on returning to normal.

C) Dennis Allen commented on looting in the cities and the need for direction and leadership on the situation.

D) Michele Guerra commented on concerns about businesses not opening, CDC guidelines for schools, the need for a solid plan for schools to follow to reopen and the need for clarification to businesses on face coverings that allow the deaf to be able to communicate.

Received

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

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

A. Supervisor Brown commented on peaceful protests she had attended in Vallejo and Benicia and requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Maria Guevara, an active member of the Vallejo community.

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

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

D. Supervisor Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Carl J. Debevec, an active member of the Vacaville community.

E. Supervisor Spering requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Olney Manley Meadows, an active member of the Fairfield community.

F. Chairwoman Hannigan also requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Maria Guevara.

ADJOURN:

This meeting of the Solano County Board of Supervisors adjourned at 12:22 P.M. in memory of Maria Guevara, Barbara "Bobbie" Nelson, Penny Garcia-Ves, Carl J. Debevec and Olney Manley Meadows. Next meeting of the Solano County Board of Supervisors will be June 9, 2020 at 9:00 A.M., Board Chambers, 675 Texas Street, Fairfield, California.

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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Minutes - Draft Board of Supervisors

*Erin Hannigan (Dist. 1) Chairwoman
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*Monica Brown (Dist. 2), Vice-Chair
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*James P. Spering (Dist. 3)
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*John M. Vasquez (Dist. 4)
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*Skip Thomson (Dist. 5)
(707) 784-6130*

Tuesday, June 9, 2020

9:00 AM

Board of Supervisors Chambers

CALL TO ORDER

The Solano County Board of Supervisors met on the 9th day of June, 2020 in regular session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 9:00 A.M. Present were Supervisors Brown, Spering, Vasquez, Thomson and Chairwoman Hannigan. Chairwoman Hannigan presided. Also present were County Administrator Birgitta E. Corsello and County Counsel Bernadette S. Curry.

ROLL CALL

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

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

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

PRESENTATIONS

- 1 [20-433](#) Adopt and present a resolution proclaiming June 2020 as Elder and Dependent Adult Abuse Awareness Month and June 15, 2020 as World Elder Abuse Awareness Day in Solano County (Supervisor Brown)

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

On motion of Supervisor Brown, seconded by Supervisor Spering, the Board adopted and presented Resolution No. 2020-98 proclaiming June 2020 as Elder and Dependent Adult Abuse Awareness Month and June 15, 2020 as World Elder Abuse Awareness Day in Solano County. So ordered by 5-0 vote.

Enactment No: Resolution No. 2020-98

ITEMS FROM THE PUBLIC

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

A) Bernadette Curry introduced new Deputy County Counsel Ryan Fitzgerald.

B) Ted Hunter commented on impacts to the economy, unemployment, reducing the budget with the exception of police budgets and education.

C) Anna Petero commented in support of a mandate for face coverings.

D) Ebony Robinson commented in support of reform for policing policies and against police brutality.

E) Richard Ropiak commented in opposition to face coverings and concerns about fear in the community as a result of the media.

F) Dennis Allen commented in opposition to any face covering mandate.

G) George Guynn, Jr. commented on senior health and in opposition to a face covering mandate.

H) Tracee Stacy commented on senior programs, on COVID-19 impacts and guidelines and on federal funding.

I) Michele Guerra commented on government regulations that limit freedom of speech, outsiders causing riots and looting and community safety.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

County Administrator Birgitta Corsello requested that Item 5 be removed from the agenda as it was no longer needed. She then requested that Item 12 be amended into the following two items:

Receive a verbal update from Dr. Bela Matyas, Public Health Officer, and Terry Schmidtbauer, Assistant Director of Resource Management, regarding the coronavirus disease 2019 (COVID-19) and provide any necessary direction

Receive a verbal update from Don Ryan, Emergency Services Manager on recent Fires

APPROVAL OF THE AGENDA

On motion of Supervisor Vasquez, seconded by Supervisor Spering, the Board approved the agenda of the Solano County Board of Supervisors for June 9, 2020 as amended. So ordered by 5-0 vote.

PUBLIC COMMENT ON CONSENT CALENDAR

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

APPROVAL OF THE CONSENT CALENDAR

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

CONSENT CALENDAR

- 2 [20-430](#) Approve the minutes of the Solano County Board of Supervisors meeting of April 28, 2020

Attachments: [A - Minutes - April 28, 2020](#)
 [Minute Order](#)
 [Executed Minutes](#)

Approved

- 3 [20-434](#) Adopt a resolution recognizing June 2020 as National Alzheimer's and Brain Awareness Month and June 20, 2020 as the "Longest Day" in Solano County

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

Adopted

Enactment No: Resolution No. 2020-99

- 4 [20-439](#) Approve a first contract amendment with Workforce Development Board of Solano County, Inc. to extend six months to December 30, 2020, for the Workforce Innovation and Opportunity Act Agreement

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

Approved

- 5 [20-460](#) Ratify Proclamation of Local Emergency due to organized looting and property destruction in Solano County

Attachments: [A - Proclamation of Local Emergency - Curfew Order](#)
 [Minute Order](#)

Pulled from Calendar

- 6 [20-429](#) Adopt a resolution amending the California State Association of Counties Excess Insurance Authority (EIA) Joint Powers Agreement and authorize the County's designated EIA Primary Board Member to execute the proposed amendment, creating Public Risk Innovation, Solutions and Management (PRISM)

Attachments: [A - JPA Agreement](#)
 [B - Summary of Changes](#)
 [C - Resolution](#)
 [Minute Order](#)
 [Executed JPA](#)
 [Adopted Resolution](#)

Adopted

Enactment No: Resolution No. 2020-100

- 7 [20-443](#) Accept the Quarterly Review of the Statement of Assets of the Solano County Treasury as of March 31, 2020
- Attachments:* [A - Treasury Quarterly Review - Q3 Report](#)
 [Minute Order](#)
- Accepted**
- 8 [20-244](#) Approve the Notice of Completion for the Cordelia Warehouse Roof Recoating Project at the Agriculture - Weights & Measures and the General Services Surplus buildings located at 2543 Cordelia Road in Fairfield constructed by State Roofing Systems, Inc. of San Leandro; and Authorize the Clerk of the Board to record the executed Notice of Completion
- Attachments:* [A - Notice of Completion](#)
 [B - Summary of Project Funding and Expense](#)
 [Minute Order](#)
- Approved**
- 9 [20-428](#) Approve a Self Generation Incentive Program (SGIP) application for up to \$10 million of resiliency funds for monetary energy storage incentives from PG&E to provide resiliency at five Solano County facility sites identified for energy conservation and renewable energy improvements; Approve an Appropriations Transfer Request (ATR) for \$471,325 for SGIP grant application fees from General Fund's Capital Renewal Reserve to Accumulated Capital Outlay Fund Budget Unit 1669 (4/5 vote required); and Authorize the County Administrator, or designee, to execute the grant agreement and any grant amendments within the approved budget
- Attachments:* [A - SGIP Locations, Incentive and Application Fee](#)
 [Minute Order](#)
- Approved**
- 10 [20-419](#) Approve the elimination of Solano County Library overdue fines for materials
- Attachments:* [A - Library Fine Chart](#)
 [Minute Order](#)
- Approved**
- 11 [20-424](#) Approve Solano County Library's revised material selection policy
- Attachments:* [A - Library Material Selection Policy \(Current\)](#)
 [B - Library Material Selection Policy \(Revised\)](#)
 [Minute Order](#)
- Approved**

REGULAR CALENDAR

12

[20-442](#)

Receive a verbal update from Dr. Bela Matyas, Public Health Officer, and Don Ryan, Emergency Services Manager, regarding the coronavirus disease 2019 (COVID-19) and provide any necessary direction

Attachments: [Minute Order](#)

Public Health Officer Dr. Bela Matyas provided an update on COVID-19 cases and data.

Chairwoman Hannigan commented on recent rallies she had attended and noted that many people were wearing masks for handing them out at the events.

Assistant Director of Resource Management Terry Schmidtbauer provided an update on the current health order and related reopening of businesses.

In response to comments from Chairwoman Hannigan, Mr. Schmidtbauer provided information on enforcement of non-compliant businesses and noted that nail salons were still under closure order by the state.

In response to questions from Supervisor Spering, Mr. Schmidtbauer provided information on a physical contact sports such as youth sports. Dr. Matyas advised that the state was looking for sustained evidence of reduction of the disease. He then noted that some youth sports that could meet social distancing could go forward but that team sports with physical contact was not yet allowed. He advised that the number of positive cases in the bay area in the recent weeks was continuing to increase, including in children ages 14 and younger. He noted that hospitalizations and deaths were going down.

In response to a question from Supervisor Brown, Mr. Schmidtbauer provided information on requirements on businesses to post or make their protocols available to the public on request.

In response to questions from Chairwoman Hannigan, Mr. Schmidtbauer noted that events with large groups were still not being allowed at the current time. He then provided information on the state guidance relating to places and events with large gatherings.

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

A) George Guynn, Jr. commented on the state's budget deficit and returning society back to normal.

B) Richard Ropiak commented in opposition to orders preventing family gatherings and funerals and freedoms.

C) Dennis Allen commented on face coverings, the state's requirements for opening gyms and fitness centers.

Chairwoman Hannigan commented that regulations and information on COVID-19 could be found on the County's website.

D) Michele Guerra commented that people were not getting sick from events like rallies, in support of youth sports being resumed and lightening restrictions on children and schools.

Emergency Services Manager Don Ryan provided an update on recent fires.

In response to a question from Chairwoman Hannigan, Mr. Ryan noted that it was the beginning of fire season and that individuals needed to be careful during their activities. He then provided information on Alert Solano notifications.

Supervisor Brown commented on the McGary Road fire and thanked everyone for their efforts to fight the fire.

In response to a question from Supervisor Spering, Mr. Ryan provided information on homeless encampments that were causes of past fires. County Administrator Birgitta Corsello noted that enforcement fell between fire and law enforcement and that there was a responsibility to have a place to move them to. She noted that there were many efforts currently taking place to encourage the homeless into programs and housing. She advised that staff would need to look at what the options were going into the summer on how to deal with this.

Supervisor Spering advised that starting a campfire should be prohibited in the high fire areas and should be treated as a fire hazard issue. He asked that staff look at this problem from a fire hazard standpoint.

Supervisor Thomson commented on homeless issues and advised that the homeless problems needed to be confronted. He advised that these people were homeless individuals that needed to be able to cook for themselves and needed to be assisted.

Supervisor Spering requested staff to return to the Board with information concerning prohibition of campfires in high fire risk areas.

13 **20-423**

Receive a verbal update on the Napa/Solano Area Agency on Aging; Consider adopting a resolution approving a contract with the California Department of Aging for \$3,045,474 from July 1, 2020 through June 30, 2021 for Planning Service Area 28 - N/S AAA Older American Act services; Consider adopting a resolution approving acceptance of additional California Department of Aging funding for \$372,620 from March 20, 2020 through September 30, 2021 for Families First Coronavirus Response Act (HR 6201); Consider adopting a resolution approving the third amendment to AP1920-28 extending the expenditure period for State General Funds Nutrition Augmentation Funding until June 30, 2021; Consider authorizing the County Administrator to execute the contracts; Consider approving a change to the Joint Exercise of Powers Agreement between Napa and Solano Counties dated August 28, 2018 to provide for automatic ongoing adjustments of funding percentages to each county based on the California Department of Aging Intrastate funding formula; Consider approval of a logo for the Napa/Solano Area Agency on Aging; and Consider approving an Appropriation Transfer Request (ATR) for \$409,882 to recognize the unanticipated revenues in Fund 216 and transfer administrative funding to Fund 902 for FY2019/20 (4/5 vote required)

Attachments:[A - Presentation](#)[B - Resolution - Annual Funding](#)[C - Annual Funding Agreement](#)[D - Resolution - Families First Coronavirus Revenue](#)[E - Resolution - Nutrition Augmentation Amendment](#)[F - Nutrition Augmentation Amendment](#)[G - Amendment 1 - AAA JEPA \(Final\)](#)[H - Amendment 1 - AAA JEPA \(Redlined\)](#)[I - AAA Logo Proposed](#)[J - Link to Contract, Amendments and Item Attachments](#)[Minute Order](#)[Executed JPA Amendment](#)[Executed Contract](#)[Executed 3rd Amendment](#)[Adopted Resolution - FF](#)[Adopted Resolution - Contract](#)[Adopted Resolution - Amendment](#)

Health Services Administrator Joyce Goodwin provided an overview of the item.

In response to a question from Chairwoman Hannigan, Ms. Goodwin provided information on vans that provided transportation for seniors and on the proposed new logo for the Napa/Solano Area Agency on Aging.

Adopted

Enactment No: Resolution No. 2020-101 through Resolution No. 2020-103

14

[20-427](#)

Conduct a noticed public hearing on the proposed new and revised user fee schedules; Adopt fee schedules by separate resolutions amending the exhibits to Chapters 2.4 and 11 of the Solano County Code, modifying and establishing various fees, effective July 1, 2020 for various departments except for Resource Management's Planning Services Division, effective August 9, 2020; and Consider approving a one-time COVID-19 credit in FY2020/21 for up to \$81 to food establishments and facilities that had valid food permits issued by Resource Management as of March 2020

Attachments:

[A - Summary of Proposed FY2021 Fee Changes by Department](#)

[B - FY2021 Resolutions and Exhibits](#)

[C - Notice of Public Hearing 2020](#)

[Minute Order](#)

[Adopted Resolution - Tax Treasurer County Clerk](#)

[Adopted Resolution - Sheriff Coroner](#)

[Adopted Resolution - ROV](#)

[Adopted Resolution - Res Mgmt Dept](#)

[Adopted Resolution - Res Mgmt Admin](#)

[Adopted Resolution - PW Engin Surveyor](#)

[Adopted Resolution - Public Guardian](#)

[Adopted Resolution - Planning](#)

[Adopted Resolution - Parks and Rec](#)

[Adopted Resolution - Nut Tree Airport](#)

[Adopted Resolution - Library](#)

[Adopted Resolution - HR](#)

[Adopted Resolution - H&SS](#)

[Adopted Resolution - County Counsel](#)

[Adopted Resolution - Clerk of the Board](#)

[Adopted Resolution - Bldg Safety](#)

[Adopted Resolution - Auditor](#)

[Adopted Resolution - AR Dept](#)

[Adopted Resolution - Animal Care Control](#)

[Adopted Resolution - Ag Dept](#)

Chairwoman Hannigan opened the public hearing.

Senior Management Analyst Magen Yambao provided an overview of the item.

In response to comments from Supervisor Brown, Health and Social Services Director of Administrative Services Tess Lapira provided information on the Public Guardian fees.

Supervisor Brown suggested that Public Guardian fees be looked at on a case-by-case basis.

County Counsel Bernadette Curry provided additional information on Public Guardian fees.

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

Chairwoman Hannigan closed the public hearing.

On motion of Supervisor Vasquez, seconded by Supervisor Spering, the Board adopted Resolution No. 2020 - 104 through 123 amending the exhibits to Chapters 2.4 and 11 of the Solano County Code, modifying and establishing various fees, effective July 1, 2020 for various departments except for Resource Management's Planning Services Division, effective August 9, 2020; and Approved a one-time COVID-19 credit in FY2020/21 for up to \$81 to food establishments and facilities that had valid food permits issued by Resource Management as of March 2020. So ordered by 5-0 vote. (see Resolution Book)

Enactment No: Resolution No. 2020-104 through Resolution No. 2020-123

15

[20-446](#)

Receive a presentation from the Solano Commission for Women and Girls (SCWG) on the recently completed *Status Report on Women and Girls in Solano County 2020*

Attachments: [A - Status Report on Women and Girls in Solano \(presentation\) Report](#)
[Minute Order](#)

Solano Commission for Women and Girls Chairperson Rochelle Sherlock provided an overview of the item.

Chairwoman Hannigan thanked Ms. Sherlock and the commission for their efforts. She then suggested that the ? be matched with funding sources in the future.

Supervisor Vasquez commented on the need to figure out who could be brought together to begin looking at how to resolve the issues.

Ms. Sherlock advised that the report would be taken to the cities and other organizations as well.

Received

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

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

A. Supervisor Spering commented on his earlier request that staff bring back a report to the Board regarding illegal campfires.

B. Supervisor Brown requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Mary Miguel, an active member of the Benicia community.

C. Supervisor Thomson commented on Cal Fire's response to a recent fire on Pleasant's Valley Road and thanked them for their work.

D. Chairwoman Hannigan requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Alberta Davis, an active member of the Vallejo community.

CLOSED SESSION

The Solano County Board of Supervisors adjourned to Closed Session with no report out to discuss the following matters:

16

[20-444](#)

Conference with Real Property Negotiators: Property: 3373 Sackett Lane, Winters, California; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Megan Greve, Director of General Services and Dale Eyeler, Real Estate Agent; Negotiating parties: Roland Sandford, Solano County Water Agency, Johan and Mary Seeger and Deborah Dillon Adams; Under negotiation: Price and terms

Attachments: [A - Memorandum](#)

ADJOURN:

This meeting of the Solano County Board of Supervisors adjourned at 11:16 A.M. in memory of Mary Miguel and Alberta Davis. Next meeting of the Solano County Board of Supervisors will be June 23, 2020 at 9:00 A.M., Board Chambers, 675 Texas Street, Fairfield, California.

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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Minutes - Draft Board of Supervisors

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

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

Tuesday, June 23, 2020

9:00 AM

Board of Supervisors Chambers

CALL TO ORDER

The Solano County Board of Supervisors met on the 23rd day of June, 2020 in regular session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 9:00 A.M. Present were Supervisors Brown, Spering, Vasquez, Thomson and Chairwoman Hannigan. Chairwoman Hannigan presided. Also present were County Administrator Birgitta E. Corsello and County Counsel Bernadette S. Curry.

ROLL CALL

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

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

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

PRESENTATIONS

- 1 [20-490](#) Receive a presentation by the District Attorney's Office on the selection of Christen Denton as "Employee of the Month" for July 2020

Attachments: [Minute Order](#)

Received

- 2 [20-468](#) Adopt and present a resolution recognizing July 19 - 25, 2020 as Probation and Community Supervision Week (Chairwoman Hannigan)

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

On motion of Supervisor Brown, seconded by Supervisor Vasquez, the Board adopted and presented Resolution No. 2020-124 recognizing July 19 - 25, 2020 as Probation and Community Supervision Week. So ordered by 5-0 vote.

Enactment No: Resolution No. 2020-124

ITEMS FROM THE PUBLIC

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

A) Assistant County Administrator Nancy Huston introduced new Human Resources Director Kim Williams.

B) Director of Resource Management Bill Emlen introduced new Planning Manager Allan Calder.

C) Dennis Allen commented in opposition to the recent order by the Governor regarding wearing face coverings.

D) George Guynn, Jr. commented in opposition to the recent order by the Governor regarding wearing face coverings.

E) Richard Ropiak commented on social conditioning and in opposition to the recent order by the Governor regarding wearing face coverings.

F) NAMI Solano County President Hazel Bright thanked the Board for its support of mental health.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There were no additions to or deletions from the Solano County Board of Supervisors' agenda for June 23, 2020.

APPROVAL OF THE AGENDA

On motion of Supervisor Spering, seconded by Supervisor Brown, the Board approved the agenda of the Solano County Board of Supervisors for June 23, 2020 as submitted. So ordered by 5-0 vote.

PUBLIC COMMENT ON CONSENT CALENDAR

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

A) Dennis Allen commented on Items 10, 16, and 17.

B) George Guynn, Jr. commented on Item 17.

Supervisor Thomson requested that Item 17 be moved to the Regular Calendar for discussion.

Supervisor Sperring commented on Item 23 and thanked all the employees supporting the parks.

APPROVAL OF THE CONSENT CALENDAR

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

CONSENT CALENDAR

- | | | |
|----------|--------------------------------------|---|
| 3 | <u>20-481</u> | <p>Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors</p> <p><u>Attachments:</u> A - Appointment List
 Minute Order</p> <p>Received and Filed</p> |
| 4 | <u>20-482</u> | <p>Approve the minutes of the Solano County Board of Supervisors meeting of May 5 and May 12, 2020</p> <p><u>Attachments:</u> A - Minutes - May 5, 2020
 B - Minutes - May 12, 2020
 Minute Order</p> <p>Approved</p> |
| 5 | <u>20-491</u> | <p>Authorize the County's contribution of \$2,000 from the General Fund contribution allocated to District 3 to benefit Child Haven Inc. (\$1,000) and Aldea - Children and Family Services (\$1,000)</p> <p><u>Attachments:</u> Minute Order</p> <p>Approved</p> |

- 6 [20-492](#) Adopt a resolution approving an amendment to the Alphabetical Listing of Classes and Salaries to add the re-established classification of Dental Hygienist with a monthly salary of \$5,048.73 - \$6,136.76

Attachments: [A - Dental Hygienist, Registered Class Spec](#)
 [B - Resolution Amending the Alphabetical Listing of Classes and Salaries](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution No. 2020-125

- 7 [20-462](#) Receive the Auditor-Controller's Internal Audit Division's Internal Control Review of the Department of Human Resources Risk Management Division Workers' Compensation Process

Attachments: [A - Risk Management Report](#)
 [Minute Order](#)

Received

- 8 [20-480](#) Receive the Auditor-Controller's Internal Audit Division's Follow-Up Review Report on Countywide Overtime Review Report Dated November 15, 2018

Attachments: [A - Countywide OT Follow-up Review Report](#)
 [Minute Order](#)

Received

- 9 [20-497](#) Approve a service management software subscription with ServiceNow, Inc. for a 1 year subscription in the amount of \$115,482; and Authorize the Chief Information Officer to execute subsequent annual renewals within Board approved annual appropriations

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

Approved

- 10** [20-465](#) Set July 28, 2020 as a noticed public hearing date to consider adoption of a resolution confirming delinquent accounts for mandatory garbage collection, disposal and recycling services in the unincorporated areas of Vacaville, Dixon, Elmira, Rio Vista, Vallejo, Fairfield and Suisun; Approving a \$62 administrative charge for lien processing; Directing the Clerk of the Board to file a certified copy of the resolution with the County Recorder; Authorizing the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2020/21 property tax roll; Authorizing the Department of General Services to record a Release of Lien when delinquent amounts are paid; and Directing the Clerk of the Board to publish notices of the public hearing in the Vacaville Reporter, Daily Republic, and Vallejo Times Herald at least 10 days prior to the hearing date

Attachments: [A - Notice of Public Hearing](#)
 [Minute Order](#)

Approved

- 11** [20-466](#) Approve a Notice of Completion for 275 Beck Exterior Recoating Project at 275 Beck Avenue, Fairfield constructed by JPB Designs, Inc. of Orangevale; and Authorize the Clerk of the Board to record the executed Notice of Completion

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

Approved

- 12** [20-467](#) Adopt a resolution authorizing Solano County's Nut Tree Airport to accept, appropriate and administer grant funds through the Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant in the amount of \$69,000 with a 4 year performance period effective the date of grant acceptance; Approve an Appropriations Transfer Request (ATR) to recognize the unanticipated grant revenue for airport operations (4/5 vote required); and Delegate authority to the County Administrator to administer the grant including signing agreements, amendments and reimbursements with the Federal Aviation Administration

Attachments: [A - Resolution](#)
 [B - CARES Act FAQs](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution No. 2020-126

- 13 [20-496](#) Approve an amended and reinstated Limited Aeronautical Activity, Fixed Base Operator and Lease of Premises Agreement for a period of 5 years; and Authorize the County Administrator, or designee, to execute the amendment and future Limited Aeronautical Activity, Fixed Base Operator and Lease of Premises Agreements

Attachments: [A - Link to Original Agreement](#)
 [B - Amended FBO and Lease Agreement 2020](#)
 [Minute Order](#)

Approved

- 14 [20-470](#) Approve 8 First 5 Solano Children and Families Commission master contracts and amendments totaling \$2,383,858 in expenditure effective July 1, 2020; Authorize the County Administrator to sign all agreements; Authorize the Executive Director of First 5 Solano to execute any future amendments which are administrative in nature and have no fiscal impact; and Delegate authority to the County Administrator to authorize grant submissions over \$75,000 to secure funding to maintain or expand programs which further the Commission's strategic plan

Attachments: [A - First 5 Solano Master List of Contracts](#)
 [B - Links to Original Agreements and Previous Amendments](#)
 [Minute Order](#)

Approved

- 15 [20-476](#) Approve a \$1,412,981 Appropriation Transfer Request (ATR) from the Department of Health and Social Services, Public Assistance, funded by federal, State, and 1991 and 2011 Realignment, to cover mandated aid payments based on Third Quarter projections (4/5 vote required)

Attachments: [Minute Order](#)

Approved

- 16 [20-477](#) Approve 8 Napa/Solano Area Agency on Aging FY2020/21 contracts for a total of \$2,631,791 for the period of July 1, 2020 to June 30, 2021; Delegate authority to the County Administrator, pending County Counsel concurrence, to execute the contracts, including those waiting for final execution by the vendors; Authorize the Director of Health and Social Services to execute amendments which are technical or administrative in nature and have no fiscal impact; Delegate authority to the County Administrator on behalf of H&SS to authorize grant submissions over \$75,000 and to the Director of Health and Social Services for grant submissions under \$75,000, in order to secure funding to maintain existing programs and projects

Attachments: [A - Master List of Contracts - Alpha](#)
 [B - Master List of Contracts - Pending](#)
 [Minute Order](#)

Approved

- 18 [20-478](#) Affirm and extend temporary revisions to the General Assistance Minute Order in response to COVID-19; and Authorize the Director of Health & Social Services to approve, on a monthly basis, future revisions or extensions related to COVID-19 that align Solano County General Assistance with other public benefit program temporary COVID-19 waivers

Attachments: [A - Summary of State Waivers](#)
 [B - General Assistance Minute Order](#)
 [C - General Assistance Caseload Graph](#)
 [Minute Order](#)

Approved

- 19 [20-432](#) Approve 7 Sheriff's Office annual and multi-year expenditure contracts and amendments totaling \$7,919,475 and 5 annual and multi-year revenue contracts, memorandums of agreement and amendments effective July 1, 2020; Delegate authority to the County Administrator to execute the contracts and amendments, pending County Counsel concurrence, and any future amendments that remain within budgeted appropriations up to 20% of the total contract amount not to exceed \$75,000; Authorize the Solano County Sheriff-Coroner or his designee to execute any amendments which are technical or administrative in nature; and Delegate authority to the County Administrator to authorize grant submissions in excess of \$75,000 in order to secure funding to maintain and/or restore service levels for existing programs and projects

Attachments: [A - FY2020/21 Sheriff's Office Master List of Contracts](#)
 [B - Links to Original Contracts](#)
 [Minute Order](#)

Approved

- 20 [20-469](#) Adopt a resolution and plaque of appreciation honoring Patricia G. Billie, Office Assistant II, upon her retirement from the Solano County Probation Department with over 26 years of dedicated public service to Solano County

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

Adopted

Enactment No: Resolution No. 2020-129

- 21 [20-472](#) Approve a total of 7 Probation Department contract and amendments totaling \$1,232,371, effective July 1, 2020; Delegate authority to the County Administrator to execute the contracts and amendments, and any future amendments that remain within budgeted appropriations up to 20% of the total contract amount not to exceed \$75,000; Authorize the Chief of Probation to execute any amendments which are technical or administrative in nature; and Delegate authority to the County Administrator to authorize grant submissions in excess of \$75,000 in order to secure funding to maintain and/or restore service levels for existing programs and projects

Attachments: [A - Contracts and Amendments](#)
 [B - Links to Original Contracts and Amendments](#)
 [Executed Contract - Aramark](#)
 [Minute Order](#)

Approved

- 22 [20-464](#) Adopt a resolution authorizing submission of an application for the Permanent Local Housing Allocation (PLHA) grant in the amount of \$769,410 for a 5 year term to 1) Provide Homeless Prevention and Rapid Rehousing services to individuals who are under the supervision of the Probation Department and are at risk of or currently experiencing homelessness and 2) Assist one low-income, working household annually through a Down-Payment Assistance Program in partnership with the Solano County Housing Authority; and Authorize the County Administrator to execute any allocation award and other grant-related documents necessary to accept a future award

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

Adopted

Enactment No: Resolution No. 2020-130

- 23** [20-403](#) Adopt a resolution designating the month of July 2020 as Parks and Recreation Month in Solano County
- Attachments:* [A - Resolution](#)
 [Minute Order](#)
- Adopted**
- Enactment No: Resolution No. 2020-131**
-
- 24** [20-458](#) Adopt a resolution as part of the Local Early Action Planning (LEAP) Grant application in the amount of \$65,000 to help prepare and adopt the Solano County Housing Element of the General Plan that includes an implementation component to facilitate compliance with the sixth cycle Regional Housing Needs Assessment (RHNA); and Delegate authority to the Director of Resource Management to execute any subsequent allocation award documents with the California Department of Housing and Community Development and other related documents necessary to accept a future award
- Attachments:* [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)
- Adopted**
- Enactment No: Resolution No. 2020-132**
-
- 25** [20-474](#) Authorize the Director of Resource Management to execute an agreement between Solano County and the City of Rio Vista for the McCormack Road Improvement Project Phase 1; and Authorize the Director of Resource Management to solicit bids, award, and execute a construction contract, up to \$2.1 million, for the McCormack Road Improvement Project Phase 1
- Attachments:* [A - Location Map](#)
 [B - Agreement](#)
 [Executed Contract](#)
 [Minute Order](#)
- Approved**
-
- 26** [20-495](#) Approve a 3 year revenue agreement for \$374,253 with the Association of Bay Area Governments to implement the Bay Area Regional Energy Network (BayREN) Program through December 31, 2022 to support programs, services, and resources that promote energy efficient homes and buildings, reduced greenhouse gas emissions, and offer long-term utility savings to customers countywide; and Authorize the Director of Resource Management, or designee, to execute the agreement and any amendments or contracts related to implementation of the local BayREN Program
- Attachments:* [A - Agreement](#)
 [Minute Order](#)
- Approved**

MISCELLANEOUS ITEMS**27** **[20-486](#)**

Approve the appointment of Melvinia King as the Community Workforce Representative to the Workforce Development Board (WDB) of Solano County

Attachments: [A - Melvinia King Application](#)
 [Minute Order](#)

Approved

REGULAR CALENDAR**17** **[20-475](#)**

Approve 64 Health and Social Services FY2020/21 contracts for a total of \$51,629,298 plus the accumulative aggregate of individual client service agreements effective July 1, 2020; Delegate authority to the County Administrator, with concurrence from County Counsel, to execute contracts and amendments on this list of contracts, including those waiting for final execution by the vendor, and amendments or termination of any H&SS FY2020/21 contracts affected by the unavailability of federal, State or other funding which is anticipated as a result of the COVID-19 pandemic; Authorize the Director of Health and Social Services to execute any amendments which are technical or administrative in nature and have no fiscal impact; Adopt resolutions authorizing the County Administrator to execute revenue agreements and Memorandums of Understanding, and authorizing the Director of Health and Social Services or the Health Officer to execute the AIDS Master Grant Agreement, admission agreements for clients in need of a residential facility placement and admission agreements for clients in need of substance abuse treatment; Delegate authority to the County Administrator to authorize grant submissions over \$75,000 and to the Director of Health and Social Services for grant submissions under \$75,000 in order to secure funding to maintain existing programs and projects; and Approve the delegation of authority to the Executive Director of the Public Authority to execute Board approved contracts and amendments for the Public Authority included on the FY2020/21 List of Contracts

Attachments: [A - Master List of Contracts - Alpha](#)
 [B - Master List of Contracts - Division](#)
 [C - Master List of Contracts - Pending](#)
 [D - Revenue Resolution](#)
 [E - AIDS Master Grant Agreement Resolution](#)
 [F - Links to Original Contract and Amendment](#)
 [Adopted Resolution - AIDS Master Grant Agreement](#)
 [Adopted Resolution - Revenue](#)
 [Minute Order](#)

Supervisor Thomson commented on the amount of funding that related to recruitment services and recommended that the services be looked at as to whether it could be done in-house. He then commented on funding for Shelter Inc. and noted that he had concerns about what the County was getting for the \$500,000 in funding. He requested that Shelter Inc. bring an update back to the Board.

Director of Health and Social Services Gerald Huber provided information on the funding and noted that an update from John Eckstrom of Shelter Inc. could be coordinated.

In response to a question from Supervisor Spering, Mr. Huber advised that he was concerned about a delay in approving the Shelter Inc. funding and advised that Mr. Eckstrom could provide the Board with an update at budget hearings on June 25th.

Supervisor Spering commented that the County needed a better control and information on how things were being managed at Shelter Inc. He then commented in agreement with in-house recruiting and noted that he still felt that departments heads needed to be involved in recruiting.

Supervisor Thomson commented in support of a report back at budget hearings and efficient spending of funding.

Deputy Director of H&SS Behavioral Health Sandra Sinz provided information on communications and oversight of Shelter Inc. and advised that there was a lot of additional need to provide services.

Supervisor Thomson commented that the funding must be spent efficiently and that he would trust staff to do this. He noted that he would like a report back at budget hearings on June 25th.

On motion of Supervisor Spering, seconded by Supervisor Thomson, the Board approved 64 Health and Social Services FY2020/21 contracts for a total of \$51,629,298 plus the accumulative aggregate of individual client service agreements effective July 1, 2020; Delegated authority to the County Administrator, with concurrence from County Counsel, to execute contracts and amendments on this list of contracts, including those waiting for final execution by the vendor, and amendments or termination of any H&SS FY2020/21 contracts affected by the unavailability of federal, State or other funding which is anticipated as a result of the COVID-19 pandemic; Authorized the Director of Health and Social Services to execute any amendments which are technical or administrative in nature and have no fiscal impact; Adopted Resolution No. 2020-127 and Resolution No. 2020-128 authorizing the County Administrator to execute revenue agreements and Memorandums of Understanding, and authorizing the Director of Health and Social Services or the Health Officer to execute the AIDS Master Grant Agreement, admission agreements for clients in need of a residential facility placement and admission agreements for clients in need of substance abuse treatment; Delegated authority to the County Administrator to authorize grant submissions over \$75,000 and to the Director of Health and Social Services for grant submissions under \$75,000 in order to secure funding to maintain existing programs and projects; and Approved the delegation of authority to the

Executive Director of the Public Authority to execute Board approved contracts and amendments for the Public Authority included on the FY2020/21 List of Contracts. So ordered by 5-0 vote.

Enactment No: Resolution No. 2020-127 and Resolution No. 2020-128

28

[20-483](#)

Receive a verbal update from Dr. Bela Matyas, Public Health Officer, and Don Ryan, Emergency Services Manager, regarding the coronavirus disease 2019 (COVID-19) and provide any necessary direction

Attachments: [Minute Order](#)

Emergency Services Manager Don Ryan provided an update on fire services.

Public Health Officer Dr. Bela Matyas provided an update on COVID-19.

In response to questions from Supervisor Brown, Dr. Matyas provided information on Personal Protective Equipment provided to health care workers, Intensive Care Unit (ICU) care state-wide and on ventilator equipment.

In response to a question from Supervisor Vasquez, Dr. Matyas advised that public pools were open for scenarios that allowed for social distancing. He then noted that it was very difficult to social distance for team sports and that these sports were considered high risk.

In response to a question from Supervisor Spering, Dr. Matyas provided information on factors that were looked at and measured other than race.

Supervisor Spering advised that it would be important to report these other health factors. He then asked about authority to permit youth sports.

Dr. Matyas advised that the Board could direct him to modify the health order relating to youth sports.

Supervisor Spering commented that there were no upticks in the number of cases in other states that were allowing youth baseball because there was a host of protocols being used to help prevent the spread of the virus.

Dr. Matyas advised that youth were generally asymptomatic and that the concern was spreading the virus to vulnerable populations.

Supervisor Spering noted that there were many teams already practicing with protocols in place.

Dr. Matyas advised that there had been an increase in the amount of sick children but that he was not able to discern the source of the illness.

In response to a question from Chairwoman Hannigan, Dr. Matyas advised that the Board could direct him to begin working on guidelines for youth sports.

Chairwoman Hannigan commented in support of staff beginning to work on guidelines for youth sports.

Supervisor Brown requested the statistics that Supervisor Spering had mentioned regarding youth baseball.

Principal Management Analyst Daniel Del Monte provided an update on Project Roomkey.

In response to a question from Supervisor Thomson, Mr. Del Monte provided information on the goals and next steps for the project.

Supervisor Thomson request that regular updates be brought back to the Board and on concerns he had about transitioning the program in the future.

Chairwoman Hannigan commented on the project and transitioning to the next phase.

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

A) Shirley Pierce commented in opposition to a state of emergency being proclaimed in the state and county based on public health.

B) Michele Guerra commented on CDC guidelines and on concerns about requirements to wear face coverings.

C) Deborah Gilliam commented on concerns about requirements to wear face coverings.

D) George Guynn, Jr. commented on concerns about requirements to wear face coverings and public health.

E) Kathleen Wilde commented on the need for guidelines for team sports.

F) Dennis Allen commented on concerns about requirements to wear face coverings.

G) Courtney Whitaker commented in support allowing youth sports to resume.

H) Sarah Walberg commented in support allowing youth sports to resume.

I) Richard Ropiak commented in opposition to continuing to require face coverings.

J) Lavenia Gibbons commented on outreach to people of color regarding health concerns and in support of requiring face coverings.

Dr. Matyas provided information on outreach to communities of people of color and to vulnerable populations and advised that staff would get information out quickly regarding Ms. Gibbons concerns.

Supervisor Vasquez commented on past outreach regarding diabetes, weight loss, etc. and noted that there had been a lot of efforts already done on this.

Chairwoman Hannigan commented on other factors that affected health care.

Supervisor Sperring commented that he would submit information to the Board and staff regarding youth sports. He then commented that wearing face coverings was not being enforced but that people also had a right to wear them. He advised that the County could not ignore what the state was requiring and commended staff for finding a balance between both sides of the issue. Lastly, he commented on the importance of working together to move forward and on concerns about economic health.

Supervisor Thomson commented on the importance of preventing the spread of the virus and asked that those don't wear masks consider wearing them to prevent asymptomatic spread of the virus. He then commented on the importance of supporting businesses that required face coverings and advised that the actions of the Board was to keep everyone in the community safe.

In response to a request from Chairwoman Hannigan, Dr. Matyas advised that he would provide information to the Board about the number of calls to the warm line.

Received

29

[20-485](#)

Receive a presentation from Pacific Gas & Electric (PG&E) regarding Public Safety Power Shutoffs (PSPS) and mitigation efforts to minimize their effects this summer

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

Emergency Manager Don Ryan introduced the item.

Pacific Gas and Electric Government Relations Manager John Costa provided an overview of Public Safety Power Shutoffs (PSPS) and mitigation efforts.

In response to a question from Supervisor Vasquez, Mr. Costa advised that a Community Resource Center would also be located in Winters.

Supervisor Brown commented on Solano Community College being a place for individuals to evacuate to.

Mr. Ryan advised that there was a lot of electrical work still needing to be done at the college in order to allow for generator connections and that it would likely be a site in the future once the work was done.

In response to a question from Chairwoman Hannigan, Mr. Costa provided information on the PSPS areas in Vallejo.

In response to a question from Supervisor Vasquez, Mr. Costa provided information on protection of sectionalizing devices from wildfires.

In response to a question from Supervisor Brown, Mr. Costa provided information on changes to PSPS impact areas due to sectionalizing work being done.

Chairwoman Hannigan asked that a flyer from PG&E be submitted to clients of Meals and Wheels.

Supervisor Brown also asked that the flyers be sent to her so she could send them to the Area Agency on Aging and the Senior Coalition and other groups as well.

In response to a question from Supervisor Brown, Mr. Ryan encouraged everyone to sign up for both the PSPS alerts through PG&E and for Alert Solano.

Supervisor Brown commented on power shutoff due to work by PG&E and asked if anything was being done to assist residents not comfortable with going to a grocery store.

Mr. Costa provided information on outreach efforts to residents and advised that he would follow up on this.

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

Mr. Ryan provided an overview of fire season efforts and activities.

Supervisor Vasquez requested that a report be brought back to the Board on radio inoperability and advised that the County needed to move forward on the matter.

Supervisor Spering commented on high fire zones and requested that staff begin looking at how to address campfires in the high fire zones and have property owners provide abatement.

Chairwoman Hannigan commented in support of the requests.

Received

OTHER

- 30 [20-459](#) Conduct a noticed public hearing on the proposed user fees for the East Vallejo Fire Protection District (District); and Adopt user fee schedule for the District, effective July 1, 2020 for non-development fees and effective August 22, 2020 for development fees

Attachments: [A - Resolution](#)
 [B - User Fees](#)
 [C - City of Vallejo Signed Resolution and Fee Schedule](#)
 [D - Public Hearing Notice](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Senior Management Analyst Magen Yambao provided an overview of the item.

Chairwoman Hannigan opened the public hearing. There were no public comments. Chairwoman Hannigan closed the public hearing.

Chairwoman Hannigan commented that she had requested that City of Vallejo Crime Prevention Specialist Vince Bodie to look into illegal fireworks within the City of Vallejo and to bring back information to the Board. She then commented that there needed to be a consistent regulation regarding setting off fireworks within Solano County.

On motion of Director Vasquez, seconded by Director Spering, the Board adopted Resolution No. 2020 - 01 adopting a user fee schedule for the District, effective July 1, 2020 for non-development fees and effective August 22, 2020 for development fees. So ordered by 5-0 vote. (see Resolution Book)

Enactment No: Resolution No. 2020-133

- 32 [20-461](#) Conduct a noticed public hearing to adopt a resolution for Green Valley Open Space Maintenance District Assessments for FY2020/21; Approve the Engineer's Report; Confirm the Diagram and Assessment; and Order the Levy of Assessment for Landscape and Lighting Maintenance Assessment District

Attachments: [A - Resolution](#)
 [B - Engineers Report](#)
 [C - SLT GV Land Conservation Report 2020-21](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Principal Planner Matt Walsh provided an overview of the item.

Chairwoman Hannigan opened the public hearing. There were no public comments. Chairwoman Hannigan closed the public hearing.

On motion of Supervisor Thomson, seconded by Supervisor Brown, the Board conducted a noticed public hearing and adopted Resolution No. 2020-134 for Green Valley Open Space Maintenance District Assessments for FY2020/21; Approved the Engineer's Report; Confirmed the Diagram and Assessment; and Ordered the Levy of Assessment for Landscape and Lighting Maintenance Assessment District. So ordered by 5-0 vote. (see Resolution Book)

Enactment No: Resolution No. 2020-134

33

[20-498](#)

Receive a verbal update on the status of the Solano County Volunteer Center, including volunteer outreach efforts in the community, support of the Community Organizations Active in Disasters (COAD) and operation of the Solano County COVID-19 Older Adult Resource phone line; Approve a contract amendment with the Center for Volunteer and Non-Profit Leadership, Inc., in the amount of \$130,000 for the period of July 1, 2020 through June 30, 2021; and Authorize the County Administrator to sign the agreement and any amendments within budgeted appropriations

Attachments: [A - Amendment](#)
 [B - Scope of Work](#)
 [C - Budget](#)
 [D - Volunteer Center Accomplishments](#)
 [E - Link to Original Contract and Past Amendments](#)
 [Minute Order](#)

Senior Management Analyst Matthew Davis introduced the item.

Volunteer Coordinator Rhonda Smith provided an update on the Solano County Volunteer Center activities and efforts.

Chairwoman Hannigan commented on concerns expressed to her by the Sheriff's Office regarding a need for volunteers to help with animal services' community events.

Ms. Smith advised that she would follow up with the Sheriff's Office on this concern.

Supervisor Thomson commented on the importance of volunteers in the community.

Consultant Patrick Duterte provided information on the Community Organizations Active in Disasters (COAD) and operation of the County's COVID-19 Older Adult Resource phone line.

Chairwoman Hannigan commented on COAD efforts in past emergency responses and the importance of the volunteers in the community.

Supervisor Thomson commented on the good return on investment of the programs.

County Administrator Birgitta Corsello provided information on efforts by Mr. Duterte and staff to sync programs and services.

On motion of Supervisor Thomson, seconded by Chairwoman Hannigan, the Board approved a contract amendment with the Center for Volunteer and Non-Profit Leadership, Inc., in the amount of \$130,000 for the period of July 1, 2020 through June 30, 2021; and Authorized the County Administrator to sign the agreement and any amendments within budgeted appropriations. So ordered by 5-0 vote.

31 [20-487](#)

Receive a verbal update from the County's Federal Legislative Advocates on the status of legislation of interest to the County, including a fiscal year 2020-2021 federal budget update and other items of interest to the County; and Receive an update from the County's State Legislative Advocate on the status of legislation that is of interest to the County, including an update on the status of the fiscal year 2020-2021 state budget

Attachments: [A - Support letters on flexible aid to local governments](#)
[B - Urgent letter on concerns regarding realignment](#)
[C - Urgent letter on preserving safety net services](#)
[Minute Order](#)

Paragon Government Relations federal legislative advocate Joe Krahn provided an update on federal legislation and activities of interest to the County.

State Legislative Advocate Karen Lange provided an update on state legislation and activities of interest to the County.

In response to comments from Chairwoman Hannigan, Ms. Lange provided information on discussions and activities related to legislation about policing, police policies and related topics. She advised that she would send the Board an update with additional information.

In response to a question from Supervisor Vasquez, Ms. Lange provided information on legislation related to dam improvements.

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

Received

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

There were no Board comments or reports.

CLOSED SESSION

The Solano County Board of Supervisors recessed to Closed Session at 12:47 P.M. to discuss the following matters:

34**20-484**

Conference with Real Property Negotiators: Property: 3373 Sackett Lane, Winters, California; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Megan Greve, Director of General Services and Dale Eyeler, Real Estate Agent; Negotiating parties: Roland Sandford, Solano County Water Agency, Johan and Mary Seeger and Deborah Dillon Adams; Under negotiation: Price and terms

Conference with Real Property Negotiators: Property: Mason Street Park and Ride, Vacaville, California; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Megan Greve, Director of General Services, and James Bezek, Assistant Director of General Services; Negotiating parties: Mark Weaver, Deputy Director of Right of Way, Caltrans; Under negotiation: Price and terms

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

In-Home Supportive Services Authority representatives: Kim Williams, Patricia Cano, Nancy Huston and Birgitta E. Corsello. Employee organization: SEIU Local 2015

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

RECONVENE

This meeting of the Solano County Board of Supervisors reconvened at 1:57 P.M.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

County Counsel Bernadette Curry announced that by a 5-0 vote, the Board directed staff to publish a notice of intent to purchase the property at 3373 Sackett Lane, Winters in partnership with the Solano County Water Agency and schedule a public hearing on the purchase for July 28, 2020.

ADJOURN:

This meeting of the Solano County Board of Supervisors adjourned at 1:58 P.M. Next meeting of the Solano County Board of Supervisors will be June 25, 2020 at 9:00 A.M., Board Chambers, 675 Texas Street, Fairfield, California.

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

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

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

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

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

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

Thursday, June 25, 2020

9:00 AM

Board of Supervisors Chambers

Special Meeting

CALL TO ORDER

The Solano County Board of Supervisors met on the 25th day of June, 2020 in special session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 9:00 A.M. Present were Supervisors Brown, Spering, Vasquez, Thomson and Chairwoman Hannigan. Chairwoman Hannigan presided. Also present were County Administrator Birgitta E. Corsello and County Counsel Bernadette S. Curry.

ROLL CALL

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

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

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

APPROVAL OF THE AGENDA

On motion of Supervisor Vasquez, Seconded by Supervisor Brown, the Board approved the agenda of the Solano County Board of Supervisors for June 25, 2020 as submitted. So ordered by 5-0 vote.

REGULAR CALENDAR

- 1 [20-431](#) Conduct a noticed/published hearing to consider approval of the FY2020/21 Preliminary Recommended Budget and Preliminary Budget Adjustments for the purpose of having authority to spend until the final budget is adopted; and Approve specific authorizations as outlined herein:
- a. County Administrator's presentation of the FY2020/21 Preliminary Recommended Budget
 - b. Recommendations for consideration and action regarding the FY2020/21 Recommended Budget documents, including technical adjustments proposed at this hearing
 - c. Public Comment of the FY2020/21 Preliminary Recommended Budget
 - d. Selection of budget units for discussion and Board of Supervisor members' comments
 - e. Board discussion of budget units selected for discussion by functional area
 - f. Continue FY2020/21 Preliminary Recommended Budget Hearings as needed until conclusion
 - g. Final Public Comment of the FY2020/21 Preliminary Recommended Budget
 - h. Adopt the Budget and Position Resolutions for FY2020/21 and other recommendations included in the Preliminary Recommended Budget and technical adjustments from the Board budget hearings

Attachments: [A - Summary of FY2020/21 Preliminary Budget Adjustments](#)
[B - Permanent Position Allocation and Resolution](#)
[C - Preliminary Recommended Fixed Asset List](#)
[D - Preliminary Recommended Capital Projects List](#)
[E - Community Investment Fund Update](#)
[F - FY2020/21 Budget Resolution](#)
[G - Link to the FY2020/21 Preliminary Recommended Budget](#)
[H - Budget Notice](#)
[Adopted Position Allocation Resolution](#)
[Adopted Preliminary Budget Resolution](#)
[Minute Order](#)

**COUNTY ADMINISTRATOR'S PRESENTATION OF THE FY2020/21
PRELIMINARY RECOMMENDED BUDGET AND RECOMMENDATIONS
FOR CONSIDERATION AND ACTION REGARDING THE FY2020/21
RECOMMENDED BUDGET DOCUMENTS, INCLUDING TECHNICAL
ADJUSTMENTS PROPOSED AT THIS HEARING**

County Administrator Birgitta Corsello and Budget Officer Ian Goldberg provided an overview of the FY2020/21 Preliminary Recommended Budget.

In response to questions from Supervisor Spering, Mr. Goldberg provided information on property tax revenue losses and projections.

Ms. Corsello provided information on how the budget was being looked at in regard to mission critical positions.

In response to a question from Chairwoman Hannigan, Mr. Goldberg provided information on actual costs for FY2019/20, noting that the costs were still being calculated.

Supervisor Vasquez commented on the budget process and noted that the County had a good process in place and thanked staff for the continuous work being done. He then commented on past Board decisions during economic downturns.

In response to a question from Supervisor Spering, Mr. Goldberg provided information on monitoring of future pension costs.

Ms. Corsello provided an explanation of how the Department of Resource Management budgets were shown in the budget, noting that staff had followed the State's requirements for how to list the budget.

Supervisor Spering advised that it would be helpful to have a page that showed the Resource Management budget in total and the responsibilities of the department. He noted that he appreciated the approach staff was taking related to fixed assets and capital projects.

Ms. Corsello and Mr. Goldberg provided additional information on projects and assets that staff had identified to be critical to move forward on.

**PUBLIC COMMENT OF THE FY2020/21 PRELIMINARY
RECOMMENDED BUDGET**

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

A) Christina Kinnevey commented in support of funding for Drug Safe Solano.

B) Ann Finkelstein commented in support of funding for Drug Safe Solano.

C) Ramon Castelblanch commented in support of funding for Drug Safe Solano.

SELECTION OF BUDGET UNITS FOR DISCUSSION AND BOARD OF SUPERVISOR MEMBERS' COMMENTS AND BOARD DISCUSSION OF BUDGET UNITS SELECTED FOR DISCUSSION BY FUNCTIONAL AREA

There were no budget units selected by the Board members.

Supervisor Thomson commented on funding for Shelter Solano Inc., noting that he wanted to make sure the funding was being used appropriately.

In response to questions from Supervisor Thomson, Shelter Solano Inc. Onsite Director Brandon Wirth provided information on how funds were being utilized and spent.

Deputy Director of Health and Social Services - Employment and Eligibility Programs Marla Stuart provided information on a contract with Shelter Solano to provide housing for CalWORKs families. She advised that she would provide a report to the Board with more information on the program.

Director of Health and Social Services Gerald Huber provided additional information on challenges that Shelter Solano was facing and advised that these challenges would continue in the future.

In response to questions from Supervisor Thomson, Deputy Director of Health and Social Services - Behavioral Health Sandra Sinz provided information on the number of individuals that could be sheltered using the \$500,000 in budgeted funding and on what the desired outcomes were for the individuals.

Supervisor Thomson commented on the need to have a goal to address what the causes or reasons were that individuals were becoming homeless and how to help them become productive citizens again.

Ms. Sinz commented on services provided at the shelter and the goal of the program.

In response to questions from Supervisor Thomson, Mr. Wirth provided information on the number of beds, staff and operation costs and advised that a full report of challenges and costs would be provided in the next month.

Supervisor Thomson commented on the need for help for Shelter Solano.

Mr. Wirth provided information on which cities were partnering with Shelter Solano and noted that discussions were taking place with the cities.

In response to questions from Chairwoman Hannigan, Mr. Wirth provided information on the shelter's daily average attendance, construction of a new kitchen and advised that the report in July would provide additional information.

Supervisor Spering commented on past failures of the shelter and the need to discuss critical issues on an annual basis. He then commented on challenges of measuring success and suggested that the Board have a meeting with Shelter Solano on an annual basis.

In response to questions from Supervisor Spering, Mr. Wirth provided information on the lease agreement for the shelter with the City of Fairfield.

Supervisor Spering advised that the annual report include how the measurables in the lease agreement were being met.

In response to questions from Supervisor Spering and Chairwoman Hannigan, Assessor-Recorder Marc Tonnesen provided an update on the assessment system upgrade taking place for the department.

Ms. Corsello provided additional information on challenges for staff in operating the old system, noting that three departments would be benefiting from the new system.

Supervisor Thomson commented on the importance of property taxes and past delays in the Recorder side of the department.

Mr. Tonnesen noted that the new system was for the assessment side of the department and on challenges for the recording side of the department that had been resolved by the use of electronic recording.

Ms. Corsello commented on the request by speakers for funding to Drug Safe Solano, noting that it was important to assisting the Health and Social Services department. She advised that it was a late request that could be added into the Supplemental Budget for the September budget hearing if the Board gave direction to do so.

In response to a comment from Chairwoman Hannigan, Mr. Huber provided information on the importance of funding for Drug Safe Solano.

Supervisor Brown commented on concerns about potentially opening a door to a flood of funding requests. She noted a need for documentation for the business case of the funding request.

Supervisor Spering noted that the funding was not a measurable amount and that he was supportive if Mr. Huber could work it out in the department budget.

**FINAL PUBLIC COMMENT OF THE FY2020/21 PRELIMINARY
RECOMMENDED BUDGET**

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

Chairwoman Hannigan closed the public hearing.

On motion of Supervisor Vasquez, seconded by Supervisor Brown, the Board voted 5-0 to approve and take the following actions:

1. Adopted Resolution No. 2020-136 approving both the FY2020/21 Preliminary Recommended Budget and the FY2020/21 Preliminary Budget adjustments for the purpose of having authority to spend until the final budget is adopted.
2. Approved the attached Changes in Position Allocation List reflecting allocated positions included in the Preliminary Recommended Budget and adopted Resolution No. 2020-135 amending the List of Numbers and Classifications of Positions incorporating only the deletions and additions recommended in the FY2020/21 Preliminary Recommended Budget to be effective July 1, 2020.
3. Approved only the list of Fixed Assets included in the Preliminary Recommended Budget (See Recommended Budget narratives) to be effective July 1, 2020.
4. Approved only the list of Capital Projects in both Accumulated Capital Outlay and Public Works Departments reflected in the Preliminary Recommended Budget to be effective July 1, 2020.

Approved delegated authority to facilitate the closeout of FY2019/20:

5. Authorized the Auditor-Controller, with the concurrence of the County Administrator, to transfer appropriations within a fund to cover FY2019/20 year-end closeout if justified, subject to the transfer(s) not increasing the total appropriation within the fund.
6. As part of FY2019/20 closeout, authorized the transfer and/or redistribution of Board approved County General Fund Contributions between departments within Fund 900 (Public Safety) and between departments/divisions for Fund 902 (Health & Social Services), provided that the Board approved General Fund Contribution/appropriation amount to Funds 900 and 902 remain within the approved County General Fund Contribution/appropriations amount.
7. Authorized the Auditor-Controller, in consultation with the County Administrator, to carry forward Board-approved capital project appropriations into FY2020/21 to facilitate the accounting and management of multi-year capital projects.
8. Authorized the Auditor-Controller, in consultation with the County Administrator, to carry forward Board-approved unspent grant appropriations into FY2020/21 to facilitate the accounting and management of multi-year grants.

9. As part of the FY2019/20 closeout, authorized the Auditor-Controller, with the County Administrator's approval, to transfer available Accrued Leave Payoff funds appropriated in the General Expenditures Budget to any department/fund which has incurred unanticipated accrued leave payoff costs which cannot be covered within existing department budget appropriations.

10. As part of the FY2019/20 closeout, if the Midyear projection of Fund Balance for the General Fund is not met (estimated at \$24.7 million), County Administrator will authorize the Auditor-Controller to reduce the following General Fund reserves in this order, Accrued Leave Payoff, Capital Renewal, Employer PERS Rate Increase, and then General Fund Contingency for FY2020/21 by the amount short of the projection.

Approved delegated authority to facilitate additional actions related to financing of the FY2020/21 Preliminary Recommended Budget:

11. Authorized the County Administrator, assisted by the Auditor-Controller, to draw down the following:

- i. Committed Fund Balance - Capital Renewal by \$6.4 million to fund various capital projects.
- ii. Committed Fund Balance - Employer PERS Rate Increase by \$2 million to augment funding of retirement cost increases.
- iii. Committed Fund Balance - Accrued Leave Payoff by \$1.5 million for unanticipated retirement costs in FY2020/21.

12. In the event the General Fund's year-end Fund Balance exceeds the amount needed to balance the FY2020/21 Budget of \$24.7 million, and as may be adjusted by the Board of Supervisors following Budget Hearing deliberations, authorized the County Administrator to direct the Auditor-Controller to increase unrestricted Fund Balance to finance the gap between revenues and expenditures for FY2020/21 of any amount and to transfer year-end General Fund Balances to all or some of the following committed/restricted reserves in the following manner:

- i. Increase the General Fund Committed Fund Balance for Capital Renewal up to \$5.0 million;
- ii. Increase the General Fund Committed Fund Balance for General Fund Reserves up to \$4.0 million; and
- iii. Increase the General Fund Committed Fund Balance for the Employer PERS Rate Increases up to \$5.0 million.

13. Authorized the Auditor-Controller to apply year-end available Fund Balance at 6/30/2020 as an Operating Transfers-Out to the Library Contingency (BU 9304) in the following Budget Units: Library Zone 1 (BU 6150), Library Zone 2 (BU 6180), Library Zone 6 (BU 6166), and Library Zone 7 (BU 6167).

14. Authorized the Auditor-Controller to increase (decrease) appropriations in the Department of Child Support Services Operations Division (BU 2488, subobject 0002312) by the available year-end Fund Balance at 6/30/2020.

15. Authorized the Auditor-Controller to increase (decrease) appropriations in the East Vallejo Fire Protection District (BU 9814, subobject 0002245) by available year-end Fund Balance.

16. Authorized the Director of Human Resources, with the concurrence of the County Administrator, to make technical changes to the Position Allocation List.

17. Authorized the Auditor-Controller, with the concurrence of the County Administrator, to make adjustments after the close of the Budget Hearing and the end of the fiscal year as needed and where applicable to balance the FY2020/21 Budget.

18. Authorized the County Administrator to delete positions that have been vacant for over six months, in accordance with the 2011 Budget Reduction Strategy of eliminating or freezing vacant positions and only filling positions that are "Mission Critical" to the organization, and to accordingly direct the Director of Human Resources to make technical changes to the Position Allocation List as needed.

19. Authorized the Auditor-Controller, with concurrence of the County Administrator, to increase General Fund Committed Reserves for Capital Renewal, Employer PERS Rate Increases or General Fund Reserves by repayments from General Fund Loans.

20. Authorized the Auditor-Controller, with the County Administrator's approval, to increase the General Fund Balance for Accrued Leave Payoff by the amount appropriated in the General Expenditures Budget for Accrued Leave Payoff not used by the end of FY2019/20.

21. Authorized the County Administrator to sign all agreements and/or contract amendments resulting from the Board's approval of the FY2020/21 Preliminary Recommended Budget and Preliminary Budget adjustment requests.

Enactment No: Resolution No. 2020-135 and Resolution No. 2020-136

ADJOURN:

This meeting of the Solano County Board of Supervisors adjourned at 10:55 A.M. Next meeting of the Solano County Board of Supervisors will be July 28, 2020 at 9:00 A.M., Board Chambers, 675 Texas Street, Fairfield, California.

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

675 Texas Street
Fairfield, California 94533
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Agenda Submittal

Agenda #:	6	Status:	Consent Calendar
Type:	Meeting Attendance Report	Department:	Clerk of the Board of Supervisors
File #:	20-506	Contact:	Jeanette Neiger, 784-6125
Agenda date:	07/28/2020	Final Action:	
Title:	Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Appointment List		

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

DEPARTMENTAL RECOMMENDATION:

Receive and file the Meeting Attendance Reports for the month of June 2020 from the members of the Board of Supervisors.

SUMMARY:

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

The Meeting Attendance Reports for June 2020, submitted by the Supervisors or their staff on their behalf, are on file with the Clerk of the Board and available for public inspection. These reports are also available for review in the public agenda packet binder during Board meetings. This report is submitted on a monthly basis to reflect the meeting attendance from the previous month.

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

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

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

2019 BOARD OF SUPERVISORS APPOINTMENTS

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

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required	
NATIONAL													
NACO		Primary	Primary	Primary	Primary	Primary	Jan. 7, 2020	1 year					
REGIONAL/STATE													
ABAG Executive Board	Fred Castro, Clerk of the Board (415) 820-7900	Primary	Alternate				Jun. 26, 2018	June 30, 2020	Board every 2 months, 3rd Thurs. 7 p.m.	\$150	\$0-\$1,000	Yes	
ABAG General Assembly	Fred Castro, Clerk of the Board (415) 820-7901	Primary	Alternate				Jun. 26, 2019	June 30, 2020	Twice a year	No		No	
ABAG Regional Planning Committee	Miriam Chion (415) 820-7900		Primary				Jan. 7, 2020	1 year	1st Wed. alternative months 1 p.m. - 3 p.m.	\$150	\$0-\$1,000	No	
Bay Area Air Quality Management District (BAAQMD). Term ends January 2021	Marcy Hiratzka (415) 749-5073			Primary			Jan. 7, 2020	4 years	1st and 3rd Wed., 9:45 a.m.	\$100 + tolls & milage	\$2,000-\$3,000	Yes	
BAAQMD Sub Committees	Marcy Hiratzka (415) 749-5073			Primary			Jan. 7, 2020	4 years	9:30 a.m.	\$100 + tolls & milage	\$2,000-\$3,000	Yes	
Bay Conservation and Development Commission	Lawrence Goldzband (415) 352-3653			Primary	Alternate		Jan. 7, 2020	1 year	1st & 3rd Thurs., 1 p.m.	\$100	\$2,000-\$3,000	Yes	
California Fairs Financing Authority	Becky Bailey-Findley (916) 263-6160				Primary		Jan. 7, 2020	1 year	Quarterly	No		Yes	
CASA the Committee to House the Bay Area Legislative Task Force (MTC/ABAG)	Fred Castro, Clerk of the Board (415) 820-7901				Primary		Mar. 12, 2019	1 year	Monthly	No		No	
CSAC, Board of Directors	Graham Knaus, Executive Director (916) 327-7500 ext. 545	Primary	Alternate				Jan. 7, 2020	1 year	2/16, 5/18, 9/7, 11/30	No		No	
Delta Conservancy Board	Jessica Adel (916) 375-4022				Alternate	Primary	Jan. 7, 2020	2 years	4th Wed. alternate months beginning Jan. 9 a.m. - 12 p.m.			Yes	
Delta Counties Coalition	Roberta Goulart 784-7914				Alternate	Primary	Sept. 11, 2018	1 year	As Needed	No		No	
Delta Protection Commission	Vacant (916) 375-4800				Alternate	Primary	Jan. 7, 2020	1 year	Every other month	No		Yes	
Delta Stewardship Council (appointment required only when Supervisor is appointed as the Chair of the Delta Protection Commission)	Jessica Pearson (916) 445-4500						Jan. 7, 2020	2 years	4th Thurs. (and often Friday) of the month			Yes	
Marin Clean Energy JPA Board of Directors	Darlene Jackson, (415) 464-6032		Alternate		Primary		Apr. 9, 2019	1 year	3rd Thursday of the month at 7 p.m.	No		Yes	
Northern California Counties Tribal Matters Consortium	Nancy Huston 784-6107	Alternate			Primary		Jan. 7, 2020	1 year	As Needed			No	
Yolo Bypass/Cache Slough Complex MOA	Roberta Goulart 784-7914				Alternate	Primary	May 1, 2018	1 year	As Needed	No		No	
Yolo-Solano Air Quality Board	Denise Almaguer (530) 757-3675		Primary	Alternate	Primary	Primary	Jan. 7, 2020	1 year	2nd Wed., 9 a.m.	\$100	\$1,001-\$2,000	Yes	
4 C's	Matthew Davis 784-6111	Primary	Primary	Primary	Primary	Primary	Jan. 7, 2020	1 year	1/12, 3/9, 5/11, 8/10, 11/9 @ 7 p.m.	No		Yes	
4 C's Joint Steering Committee *Vice Chair of 4C's and Chair of Board of Supervisors	Matthew Davis 784-6111	Primary			Primary		Jan. 7, 2020	1 year	As Needed	No		Yes	
REGIONAL/STATE - OTHER													
Metropolitan Transportation Commission (MTC) (Appointment to MTC is through nomination by the Mayor's City Selection Committee and affirmed by the Board of Supervisors every four years)	John Goodwin, Assistant Director (415) 778-5262			Primary			Dec. 4, 2018	4 years	4th Wed., 9:30 a.m.	\$100 + tolls & milage	\$2,000-\$3,000	Yes	
Bay Area Toll Authority (BATA) (MTC Member)	Andrew Fremier, Deputy Director (415) 778-5240			Primary			Dec. 4, 2018	4 years	4th Wed., 9:30 a.m.	\$100 + tolls & milage	\$1,001-\$2,000	Yes	

2019 BOARD OF SUPERVISORS APPOINTMENTS

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

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required	
Napa/Solano Area Agency on Aging Oversight Board	Joyce Goodwin, 784-8203	Alternate	Primary				Nov. 6, 2018	4 years	TBD	No		Yes	
Service Authority for Freeways & Expressways (SAFE) (MTC Member)	Ross McKeown (415) 778-5242			Primary			Dec. 4, 2018	4 years	As Needed	\$100 + tolls & milage	\$0-\$1,000	Yes	
COUNTYWIDE													
Community Action Partnership (CAP) Solano JPA Tripartite Advisory Board	Debbie Vaughn 784-8401	Primary					Jan. 7, 2020	2 years	As Needed	No		No	
East Vallejo Fire Protection District	Magen Yambao 784-1969	Primary	Primary	Primary	Primary	Primary	Jan. 7, 2020	1 year	Quarterly	No		Yes	
First 5 Solano Commission	Megan Richards 784-1335	Primary					Jan. 7, 2020	1 year	1/10, 3/7, 4/4, 6/6, 8/8, 10/3, 10/21, Retreat 10 a.m. - 3 p.m., 12/5	\$100	\$0-\$1,000	Yes	
In-Home Supportive Services Public Authority	Teri Ruggiero 784-8803	Primary	Primary	Primary	Primary	Primary	Jan. 7, 2020	1 year	Jan., Mar., Apr., Jun., Aug., Oct., Nov., 3rd Mon. 2 p.m. - 4 p.m.			Yes	
Juvenile Justice Coordinating Council	Christopher Hansen 784-4803	Primary					Jan. 7, 2020	1 year	As Needed	No		No	
LAFCO	Michelle McIntyre 439-3897 Rich Seithel 439-3898			Primary	Primary	Alternate	Jan. 7, 2020	1 year	2nd Mon. of even numbered months, 1:30 p.m.	\$100	\$0-\$1,000	Yes	
Law Library Board of Trustees	Bonnie Katz 784-1502				Primary		Jan. 7, 2020	1 year	Monthly	No		No	
Mental Health Advisory Board	Marisol Lopez 784-8336		Primary				Jan. 7, 2020	1 year	3rd Tues. of the month with exception of July 4:30 p.m. - 6 p.m.	No		Yes	
Remote Access Network Board	Angelica Russell 784-7064					Primary	Jan. 7, 2020	1 year	Last Thurs. in Feb., or Mar. & Oct. 10 a.m.	No		No	
Solano Children's Alliance	Ronda Kogler 421-7229		Primary				Jan. 7, 2020	4 years	1st Wed., 12 p.m.	No		No	
Solano County Farmbudsman Program	Chris Rogers 784-8461				Primary		Feb. 26, 2019	1 year	Quarterly	No		No	
Solano Economic Development Corp.	Pat Uhrich 864-1855	Primary			Alternate		Jan. 7, 2020	1 year	1/12, 3/9, 5/11, 7/13, 9/14, 11/9 @ 9 a.m.	No		No	
Solano Facilities Corporation	Megan Greve, 784-7900	Primary	Primary	Primary	Primary	Primary	Jan. 7, 2020	1 year	As Needed	No		Yes	
Solano Land Trust	Nicole Byrd 432-0150 ext. 210		Primary				Jan. 7, 2020	1 year	1st Wed. @ 5:30 p.m.	No		Yes	
Solano Open Space (formerly Tri-City & County Cooperative Planning Group)	Resource Management Matt Walsh 784-3168	Alternate	Primary				Jan. 7, 2020	1 year	Quarterly	No		Yes	
Solano Transportation Authority	Johanna Masiclat 424-6008	Alternate		Primary			Jan. 7, 2020	1 year	2nd Wed., 6 p.m.	\$100	\$1,001-\$2,000	Yes	
Solano Subbasin Groundwater Sustainability Agency Board of Directors (Dist. 4 & 5 permanent primaries. Alternate Board member appointed annually)	Misty Kaltreider 784-3311			Alternate	Primary	Primary	Jan. 7, 2020	Alternate 1 year	2nd Thurs., each month @ 5 p.m.	No		Yes	
Solano Water Authority	Natasha Montgomery 455-4080			Primary	Alternate		Jan. 7, 2020	1 year	As Needed	No		Yes	
Solano County Blue Ribbon Commission on Children in Foster Care	Sara Jones 207-7619	Primary					Jan. 7, 2020	1 year	As Needed	No		No	
Solano County Consolidated Oversight Board (effective July 1, 2018) Public Member: Jerry Wilkerson	Jeanette Neiger 784-6125			Primary		Alternate	Mar. 13, 2018	1 year	TBD	No		Yes	
Solano County Water Agency	Katherine Ashley 455-1100	Primary	Primary	Primary	Primary	Primary	Jan. 7, 2020	1 year	2nd Thur., 6:30 p.m.	100 + milage	\$1,001-\$2,000	Yes	
Solid Waste Independent Hearing Panel	Jag Sahota 784-3308				Primary		Jan. 7, 2020	1 year	As Needed	\$100	\$0-\$1,000	Yes	
Travis Community Consortium	Stefan Chatwin, Fairfield City Manager 428-7400				Alternate	Primary	Jan. 7, 2020	1 year	As Needed			No	

2019 BOARD OF SUPERVISORS APPOINTMENTS

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

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required	
Vacaville-Fairfield-Solano Greenbelt Authority	Brian Miller 428-7446			Primary	Primary		Jan. 7, 2020	1 year	As Needed	No		No	
Vallejo Flood & Wastewater District Alternate: Donald Tipton, public member	MJ Brown 644-8949	Primary					Jan. 7, 2020	1 year	2nd Tues. Jan. - July 6 p.m. - 7 p.m., 3rd Tues. Aug. 6 p.m. - 7 p.m., 2nd Tues. Sept. - Dec. 6 p.m. - 7 p.m.	\$100	\$1,001-\$2,000	Yes	
Winters Branch Library Financing Authority	Mark Fink (530) 666-8002				Primary	Primary	Jan. 7, 2020	1 year	As Needed	No		Yes	
BOARD OF SUPERVISORS COMMITTEES													
Area Agency on Aging Committee	Birgitta Corsello 784-6100		Primary	Primary			May 1, 2018	1 year	As Needed	No		No	
City of Vallejo Interagency Committee	Greg Nyhoff, City of Vallejo 648-4576	Primary	Primary				Jan. 7, 2020	1 year	As Needed	No		No	
Fair Governance Committee Inactive													
Health & Social Services & Family Justice Committee Inactive													
Historical Records Committee	Elissa DeCaro 447-0518		Primary			Primary	Jan. 7, 2020	1 year		No		No	
Lakes Water System Policy Committee	Misty Kaltreider 784-3311	Primary		Primary			Feb. 5, 2019	1 year	TBD	No		No	
Law & Justice Committee Inactive							Jan. 7, 2020	1 year	As Needed	No		No	
Legislation	Matthew Davis 784-6111	Primary			Primary		Jan. 7, 2020	1 year	As Needed	No		No	
Military & Veterans Affairs Committee	Ted Puntillo 784-6590				Primary	Primary	Jan. 7, 2020	1 year	As Needed	No		No	
Public Art Committee	Megan Greve, 784-7900	Primary			Alternate		Jan. 7, 2020	1 year	As Needed	No		No	
Regional Park Committee	Resource Management Bill Emlen 784-6765	Primary			Primary		Jan. 7, 2020	1 year	As Needed	No		No	
Senior Issues Committee Inactive													
Solano 360 Implementation Committee	Nancy Huston 784-6107	Primary		Primary			Jan. 7, 2020	1 year	As Needed	No		No	
Transportation Land Use Committee	Resource Management Bill Emlen 784-6765			Primary	Primary		Jan. 7, 2020	1 year	As Needed	No		No	
University of California Cooperative Extension Capital Corridor Multi-County Partnership Leadership Advisory Committee	Morgan Doran 784-1317				Primary	Alternate	Jan. 7, 2020	1 year	As Needed	No		No	
Vacaville MOU for Homelessness Services					Primary	Primary	Mar. 24, 2020	1 year	TBD				
TOTAL ASSIGNMENTS		26	21	22	33	20							
Updated 3-25-2020													



Solano County

675 Texas Street
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Agenda Submittal

Agenda #:	7	Status:	Consent Calendar
Type:	Resolution-Honorary	Department:	Board of Supervisors
File #:	20-537	Contact:	Catherine McKenzie Cook, 784-6418
Agenda date:	07/28/2020	Final Action:	
Title:	Adopt a resolution recognizing Colonel Jeffrey W. Nelson, Commander of the 60th Air Mobility Wing, Travis Air Force Base, for his outstanding service and contributions to Solano County		
Governing body:	Board of Supervisors		
District:	District 3		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

Supervisor Jim Spering requests the Board adopt a resolution in honor of Colonel Jeff Nelson, who served as the 60th Air Mobility Wing Commander from September 2018 to July 2020 when he relinquished command to Colonel Corey Simmons.

SUMMARY/DISCUSSION:

Leading the largest Air Mobility Wing in the Air Force, Colonel Jeff Nelson directed 24 squadrons, 9,000 personnel and the Air Force's largest medical center. He was responsible for ensuring the readiness and well-being of more than 26,100 active duty, reserve and civilian members and their families.

Colonel Nelson established himself early on as a leader who valued the partnership between Travis and the local community and worked to strengthen and foster this connection. He maintained the Civic Leaders quarterly meetings, and bolstered staff support to the Travis Community Consortium. He ensured Travis staff were engaged in local development projects, including the Jepson Parkway Connector Project, Canon Road and North Gate improvements, and active with the Solano Airport Land Use Commission. He worked closely with local officials, congressional leaders and Air Mobility Command to find solutions and yet ensure wind turbines, renewable energy sources, wildlife conservation areas, and other environmental issues, did not impact the future viability of TAFB and its mission.

Colonel Nelson's leadership through the coronavirus national emergency in Spring of 2020 highlighted his skillfulness in leading the Travis team and his emphasis on being a good community partner. When Travis was picked to host the first quarantine site in the country, the Colonel quickly reached out to Solano County and city leaders, apprising them of the measures to safeguard the health of Travis and the community. He and his staff worked closely with local officials and the County Health Officer throughout the pandemic to stay in step and respond rapidly and appropriately to evolving conditions. His leadership ensured Travis was able to

maintain its worldwide global mobility operations while providing installation support to the 1,401 repatriated evacuees -- offloaded from two cruise ships, four aircraft and eighteen buses - and leading the way in the Air Force's pandemic response.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the District 3 FY2020/21 Preliminary Budget.

ALTERNATIVES:

The Board may choose not to take this action. This is not recommended as it is consistent with Board policy. This resolution is in keeping with the values of the Solano County Board of Supervisors.

OTHER AGENCY INVOLVEMENT:

This report was prepared in coordination with the Travis Air Force Base commander's executive staff; Solano Transportation Authority program and marketing managers; and staff representative of the Travis Community Consortium

Resolution No. 2020 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING COLONEL JEFFREY W. NELSON COMMANDER OF THE 60TH AIR MOBILITY WING, TRAVIS AIR FORCE BASE

WHEREAS, Colonel Jeffrey W. Nelson distinguished himself as the Commander of the 60th Air Mobility Wing, Travis Air Force Base, California, from September 16, 2018 to July 17, 2020; and

WHEREAS, assuming the command from his predecessor under unusual circumstances, Colonel Nelson immediately put the community at ease and established himself as a confident leader and the right person to command the Travis Team. The Colonel was well liked and respected as the steady hand who allowed his commanders to do their jobs but tackled the tough issues and ensured units had needed staffing and resources. He skillfully oversaw 24 squadrons, 9,000 personnel, and the Air Force's largest medical center -- the largest Air Mobility Wing in the Air Force; and

WHEREAS, Colonel Nelson earned the reputation of "grace under pressure," aptly demonstrated by his exceptional leadership through the coronavirus national emergency in Spring of 2020. When Travis was picked to host the first quarantine site in the country, the Colonel reached out to Solano County and city leaders, apprising them of the measures to safeguard the health of Travis and the community. He and his staff worked closely with local officials and the County Health Officer throughout the pandemic to stay in step with evolving conditions. His leadership ensured Travis was able to maintain its global mobility operations while providing installation support to the 1,401 repatriated evacuees and leading the way in the Air Force's pandemic response; and

WHEREAS, Colonel Nelson recognized the need for strong, effective relations with the local community, and actively worked with civic leaders to ensure the sustainability of current and future operations at Travis. This included engagement by him and his staff in local development projects and community forums and commissions; an active Honorary Commanders program, and quarterly meetings with civic leaders and elected officials; and

WHEREAS, Colonel Nelson led the effort to strategize the base's twenty-five-year plan – a forward visioning exercise with community partners of how Travis will function in 2043 – ensuring power projection capabilities for decades to come. This effort involved coordination with four local governments and thirty civic leaders.

NOW, THEREFORE, BE IT RESOLVED, that the Solano County Board of Supervisors recognizes Colonel Jeffrey W. Nelson for his outstanding leadership to "Team Travis", his dedication to the United States Air Force, and his contributions to the Solano County community, and wishes Colonel Nelson and his wife Courtney all the best in their future assignments.

Dated this 28th day of July, 2020

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:	Contract	Department:	County Administrator
File #:	20-503	Contact:	Matthew A. Davis, 784-6111
Agenda date:	07/28/2020	Final Action:	
Title:	Approve a 3 year contract with Paragon Government Relations for federal advocacy services from October 1, 2020 through September 30, 2023 in an amount not to exceed \$522,947; and Delegate authority to the County Administrator to sign the contract		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Paragon Contract, B - Paragon Recent Accomplishments		

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:

1. Approve a contract with Paragon Government Relations for federal advocacy services from October 1, 2020 through September 30, 2023 in an amount not to exceed \$522,947 which includes reasonable travel and incidental expenses in an amount not to exceed \$6,000 per year; and
2. Delegate authority to the County Administrator to sign the contract.

SUMMARY:

The County retained the services of Akin Gump Strauss Hauer and Field, LLP (AGSHF) until the contract expired on October 1, 2009. AGSHF was succeeded by Waterman & Associates through a Request for Qualifications process and has served commendably as the County's federal advocacy team since October 7, 2009. The current contract with Paragon Government Relations (formerly Waterman & Associates name changed on January 1, 2018) is set to expire on September 30, 2020. Staff recommends maintaining continuity with Paragon Government Relations as the federal advocacy team based on their exemplary performance, high level of expertise, and their proven access to congressional staffers and elected officials.

FINANCIAL IMPACT:

The County has retained the services of a federal advocate since 2003. The initial contract with AGSHF was for \$13,125 per month or \$157,500 annually. Waterman and Associates (now Paragon Government Relations) assumed the contract in October 2009 at a rate of \$120,000 annually. Currently their contract is approximately \$159,613 annually. In addition, their contract includes reasonable travel and incidental expenses reimbursable per the current I.R.S. rates in an amount not to exceed \$6,000 annually for a total of \$18,000 for

the three years.

The proposed contract is for a three-year term from October 1, 2020 to September 30, 2023. The proposed cost starts at \$164,401 for the first year and increases by three percent per year to \$169,333 for year two, and \$174,413 for year three. In addition, the proposed contract includes reasonable travel and incidental expenses reimbursable per the current I.R.S. rates in an amount not to exceed \$6,000 annually for a total of \$18,000 for the three years. The total of the three-year contract shall not exceed \$522,947.

The contract with Paragon Government Relations for \$522,947 covers the period from October 1, 2020 to September 30, 2023 with funding for the contract reflected in the FY2020/21 preliminary recommended budget. The costs associated with preparing the agenda item are nominal and are absorbed in the County Administrator's FY2019/20 Adopted Budget.

DISCUSSION:

If approved, under the proposed contract, Paragon Government Relations will continue to serve as the Washington D.C. advocacy team for the County, and maintain liaison between the County and Congress, Executive Branch, and other officials in the federal government. They will represent and promote the County's interests and federal priorities with members of the Solano County Congressional Delegation, other pertinent Members of Congress, appropriate congressional committees, staff, federal agencies, and other bodies as appropriate. They will prepare briefing materials in advance of meetings and will conduct briefings on County's Legislative Priorities and issues to Congress. Paragon Government Relations will continue to work with the County on bill language and amendments for County sponsored legislation approved by the Board.

Paragon Government Relations will maintain regular communication with the County's Legislative, Intergovernmental, and Public Affairs Officer, the Assistant County Administrator and the Senior Management Analyst / Public Communications Officer and provide the County with a quarterly report of activities undertaken on behalf of the County and provide reports of specific legislation and programs as requested.

In addition, Paragon Government Relations, as part of the scope of work, will report to the County's Legislative Coordinator on legislative and regulatory items of interest and relevance to the Solano County Water Agency (SCWA). Paragon Government Relations staff will be available to respond to inquiries from representatives of SCWA - provided all such inquiries and subsequent communications are done in coordination with the County's Legislative Coordinator - and participate in appropriate coalitions and working groups as directed by County, or on behalf of the County, and coordinate lobbying efforts with other entities as requested.

For a comprehensive list of Paragon Government Relations significant legislative support and accomplishments on behalf of Solano County and the Solano County Board of Supervisors, please see Attachment B.

ALTERNATIVES:

The Board could choose not to approve the contract with Paragon Government Relations and have the County Administrator's Office and departmental staff work directly with the County's Legislative Delegation on issues of federal interest. This is not recommended as the County desires to have representation in Washington D.C. and advocacy services have been shown to be impactful for Solano County.

The Board may choose to direct staff to conduct a Request for Proposal to solicit a different or larger firm for a lower cost. This is not recommended because Paragon Government Relations have a proven track record with Solano County and as a smaller firm, have provided superb service with the required expertise on topics of importance to Solano County. Furthermore, larger firms tend to overshadow small contracts like one being proposed and Solano County's priorities may get overlooked.

OTHER AGENCY INVOLVEMENT:

County Counsel and Risk Management have reviewed and approved the contract as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



**County of Solano
Standard Contract**

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

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

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

Paragon Government Relations

CONTRACTOR'S NAME

2. The Term of this Contract is:

October 1, 2020 – September 30, 2023

3. The maximum amount of this Contract is:

\$522,947


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

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on July 28, 2020.

CONTRACTOR	COUNTY OF SOLANO
Paragon Government Relations CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
 SIGNATURE	Birgitta E. Corsello, County Administrator
Joseph Krahn, President PRINTED NAME AND TITLE	TITLE
220 Eye Street, NE, Ste. 240 ADDRESS	675 Texas St. , Ste. 6500
Washington DC 20002 CITY STATE ZIP CODE	ADDRESS Fairfield, CA 94533
	CITY STATE ZIP CODE
	Approved as to Content:
	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	COUNTY COUNSEL

Rev. 1/09/08

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

I. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

- A. Provide federal legislative advocacy and representation services as outlined below and directed by the County.
- B. Serve as the County's advocate and the County's representative when designated. The Contractor shall work as an extension of the County Administrator's Office and shall oversee and facilitate the interface of the firm with other County agencies or departments. The Contractor shall assist the County Administrator's Office by providing professional services and expertise to advance the County's legislative advocacy and in compliance with the governing codes and regulations applicable to each work effort. To accomplish this the Contractor shall be responsible for the following duties:
 - 1. Consult with County staff and the Board of Supervisors in assessing and identifying federal issues that may have significant impact on Solano County and represent the greatest opportunity for successful advocacy efforts.
 - 2. Advise on the development of the County's annual Congressional Appropriation's Requests and Legislative Platform for Board of Supervisors adoption, based on input from the Members of the Board of Supervisors, Department Heads, the County Administrator and designated staff. Final draft document shall be completed by December 31st of each year.
 - 3. Perform as the Washington, D.C. advocate for the County, and maintain liaison between County and the Congress, the Executive Branch and other officials in the federal government. Represent and promote the County's interests and federal objectives with members of the Solano County Congressional Delegation, other pertinent Members of Congress, appropriate congressional committees, staff, federal agencies and other bodies as appropriate including providing County staff with legislative materials/forms and material due dates.
 - 4. Make inquiries to Federal Agencies regarding funding opportunities and the likelihood of the County successfully securing funding through the budget process.
 - a. Consult with County staff regarding identified federal funding opportunities and assist in providing all information needed to apply for funding, including contact information, forms, applications, and RFPs.
 - b. Advocate on behalf of County for applications submitted to funding agencies and monitor progression of submittals.
 - 5. Research, monitor and provide information to the County as requested, including:
 - a. Federal bills and laws; and agency rule making.
 - b. Congressional hearings, reports and testimony.
 - c. Federal funding opportunities, availability and deadlines.
 - d. Federal regulations, guidelines, directives and other administrative policies, both proposed and adopted.
 - 6. Assist in preparation of effective briefing materials, conduct briefings on County's Appropriation's Requests and Legislative Platform issues to Congress.
 - 7. Draft bill language and amendments for County sponsored legislation.
 - 8. Review legislative proposals and amendments and advise County on matters of interest; make recommendations regarding positions the County may take in response to legislation.

9. Provide notice to the County in a timely manner, regarding any issue or issues that could significantly harm or help the County.
 10. Provide electronically to County staff, copies of bills; amendments; committee reports; federal agency rules, regulations or reports; or other information available and pertinent to County's federal advocacy program.
 11. Maintain regular communication with the County's Legislative Coordinator on all pertinent legislative and regulatory items and provide the County Administrator's Office and Board of Supervisors with quarterly reports and memorandums addressing major policy developments. As part of Contractor's duties, Contractor shall report to the County's Legislative Coordinator on legislative and regulatory items of interest and relevance to the Solano County Water Agency (SCWA). Contractor shall be available to respond to inquiries from representatives of SCWA, provided all such inquiries and subsequent communications are done in coordination with the County's Legislative Coordinator. Participate in appropriate coalitions and working groups as directed by County, or on behalf of the County, and coordinate lobbying efforts with other entities as requested.
 12. Support the Solano County Legislative Coordinator and the Legislative committee through phone, video and tele-conference to discuss legislative issues and to initiate development of County's appropriation requests and legislative platform.
 13. Attend and make presentations, either in person or through video or tele-conference, at the Solano County Board of Supervisors meetings on an as-needed basis and by mutual-agreement of the parties.
 14. Brief Board members and staff in advance of our meetings with congressional members and staff.
 15. Maintain an office and staff in Washington, D.C. to serve the County.
 16. Appoint Joe Krahn as the Principal to work with the County to carry out the scope of work. No change in the designated Principal shall occur without the prior written consent of the County.
 17. Provide appropriate administrative support to County Federal Legislative Coordinator for County business conducted in Washington, D.C. (i.e., schedule appointments with Congress, the Administration and agencies; assist in preparing paperwork for meetings; develop background material, etc.).
 18. Arrange for and participate in meetings involving County officials in Washington, D.C., as requested by the County.
 19. Prepare and file, on the County's behalf, such reports of lobbyist activity as may be required of the County by federal law, state law or administrative regulations to comply with all federal and state laws regarding the activities of registered lobbyists in the performance of this contract.
 20. Provide resumes of individuals and possible subcontractors who will be assisting with legislative advocacy and representation services.
 21. Perform other related duties as mutually agreed upon.
- C. Provide all other services as set forth in the County's Request for Qualifications, published August 19, 2009, and Contractor's Statement of Qualification, dated September 3, 2009, both of which are incorporated in to this Exhibit as if fully attached.

II. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- A.** Meet with Contractor as needed regarding policy issues impacting the County.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET DETAIL

County shall pay Contractor an all-inclusive flat fee of \$164,401 for the first year, which shall be increased by 3% for each subsequent year. In addition, County will pay reasonable travel and incidental expenses, per the current I.R.S. rates, in an amount not to exceed \$6,000 annually. The total of the three-year contract shall not exceed \$522,947 as presented in the table below.

	Existing Contract FY19/20	Year 1, Oct 2020 - Sept 2021	Year 2, Oct 2021 - Sept 2022	Year 3, Oct 2022 - Sept 2023	Total
Annual % Increase	3%	3%	3%	3%	
Annual \$ Increase	\$4,649	\$4,788	\$4,932	\$5,080	\$14,800
Base Total	\$159,613	\$164,401	\$169,333	\$174,413	\$508,147
Incidental Travel - Up to:	\$6,000	\$6,000	\$6,000	\$6,000	\$18,000
Annual Total	\$164,262	\$169,189	\$174,265	\$179,493	\$522,947

METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly 1/12th of the annual flat fee amount plus incidental and travel expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract and in the budget above. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

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

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

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

2. TIME

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

3. TIME OF PERFORMANCE

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

4. TERMINATION

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

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

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

5. SIGNATURE AUTHORITY

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

6. REPRESENTATIONS

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

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

7. INSURANCE

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

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

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

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

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

D. Additional Insurance Coverage

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

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

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

F. Deductibles and Self-Insured Retentions

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

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

G. Other Insurance Provisions

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

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

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

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

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of

its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

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

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

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

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

10. INDEMNIFICATION

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

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

11. INDEPENDENT CONTRACTOR

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

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

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

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

E. As an independent contractor, Contractor is not subject to the direction and control of

County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAW

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

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

seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

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

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

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

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor

represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

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

(1) Cancel this Contract; or,

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

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

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

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

33. PRICING

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

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

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

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

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

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

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

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

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such

signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

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

38. ENTIRE CONTRACT

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

Paragon Government Relations – Federal Policy Accomplishments

Paragon Government Relations (Paragon) has served as Solano County's federal legislative advocate since 2009. During that time, the firm has successfully promoted the County's policy interests before Congress and the Executive Branch. As a leading voice on federal policy matters that impact county governments, Paragon has earned the trust of the California congressional delegation, key administration officials, and pertinent national organizations, including the National Association of Counties (NACo).

Paragon's approach to lobbying emphasizes teamwork and collaboration. In conjunction with the Board of Supervisors, key Department heads and County staff, the firm has registered several notable achievements on behalf of Solano County. Listed below are some of the firm's recent accomplishments.

COVID-19 Response and Recovery

Since the onset of the COVID-19 pandemic, Paragon has worked closely with Solano County's congressional delegation to ensure that the County has the federal resources it needs to respond to and recovery from the ongoing public health and economic crises. Among other things, Paragon has aggressively and successfully sought federal support for the County's frontline public health efforts as part of the *CARES Act* (PL 116-136). Additionally, Paragon has helped secure federal resources for other essential local services, including transit operations, law enforcement and emergency response activities, nutrition programs, housing support, and a variety of key social services.

Paragon is currently engaged in efforts to secure federal aid for Solano County as part of a pending fifth coronavirus response package. While the County is receiving Coronavirus Relief Fund (CRF) dollars via pass-through from the State, Paragon is working to ensure that Solano County will be eligible to receive **direct** federal assistance from the U.S. Department of the Treasury to cover both COVID-19-related expenditures and lost revenues.

Health and Human Services

Since the outset of its representation of Solano County, Paragon has registered several important policy victories in health and human services. Recent achievements include the following:

- *Medicaid* – Paragon has worked tirelessly on behalf of Solano County to protect the Medicaid program from proposed cuts. With the prospect that health care reform efforts could be revived on Capitol Hill, the firm continues to work with the County's congressional delegation and other key members of Congress to maintain the Medicaid program as a means-tested entitlement and preserve provisions in current law allowing for expanded program eligibility and coverage standards.
- *Home Visiting Program* – Paragon has successfully worked to ensure continued funding for evidence-based, cost effective programs operated by Solano County, including the Nurse-Family Partnership and Healthy Families America models. As part of its advocacy efforts, Paragon participates in a national Home Visiting Coalition, with outreach efforts aimed at key members of Congress and committee staff.
- *Prevention and Public Health Fund* – Paragon continues to partner with NACo, the County Health Executives Association of California, and others to protect the Prevention and Public Health Fund. Targeted for elimination as part of recent healthcare proposals,

the nearly \$1 billion annual Fund assists state and local governments and non-profit organizations as they address local community health needs.

- *Child Welfare* – Paragon was directly involved in the development and passage of a recent law that will help Solano County transition to new federal child welfare mandates. Pursuant to PL 116-94, California is receiving over \$52 million for county transition and planning efforts, with no match required to draw down the funds.
- *Human Trafficking* – With human trafficking a grave concern to Solano County, Paragon has continued to advocate for additional federal resources to address this crisis. A recent law (PL 114-22) establishes a Domestic Trafficking Victims Fund, with federal dollars available to counties for a variety of activities aimed at addressing trafficking.
- *Tax on High-Cost Health Insurance Plans* – Paragon was involved in the multi-year effort aimed at eliminating the *Affordable Care Act's* so-called “Cadillac Tax.” After a series of stand-alone bills fell short of final passage, Congress recently repealed the 40 percent excise tax on high-cost health insurance plans (PL 116-94).
- *Funding for Key HHS Programs* – As part of the annual appropriations process, Paragon has successfully fought to bolster funding for a number of programs under the purview of HHS, including: the Child Care and Development Block Grant, behavioral health and substance use disorder prevention and treatment services, Healthy Start, the Maternal and Child Health Block Grant, and, the Promoting Safe and Stable Families Act.
- *Medicaid Inmate Exclusion Policy* – Paragon has been involved in efforts to promote legislation endorsed by Solano County that would continue health insurance coverage to persons in jails awaiting trial. Pending bills (S 2626/S 2628) would allow counties to continue federally-subsidized health insurance for otherwise eligible individuals who are in custody pending disposition of charges.

Water Resources

Paragon has been a strong advocate for several water projects that are of direct interest to Solano County. The firm has successfully worked with the Army Corps, Bureau of Reclamation, and the County's congressional delegation to ensure continued funding for the following:

- The Solano Project (Reclamation). The project typically receives \$3.5 million annually, which funds various resource management activities, as well as facilities, operations, maintenance, and replacement activities.
- San Pablo Bay and Mare Island Strait (Corps). Funding for operation and maintenance (dredging) activities have totaled between \$3 million and \$6.5 million per year over the course of the past several appropriations/Corps Work Plan cycles.
- Suisun Bay Channel dredging (Corps). Funding has totaled roughly \$4 million to \$6 million per year.
- Other relevant Corps projects receiving annual appropriations: Sacramento River Bank Protection project; Sacramento River, 30-foot project; Sacramento River and Tributaries, debris control; Sacramento River Shallow Draft Channel; San Francisco Bay Long-Term Management Strategy; and San Francisco Bay Delta Model Structure.

Delta Counties Coalition (DCC) – Paragon continues to be an active participant in the DCC on behalf of Solano County. As the County's Washington, D.C. representative, Paragon has worked in concert with the other Delta counties to promote a wide variety of shared water policy interests and objectives with pertinent federal agencies and members of Congress.

California Water/Drought Policy Legislation – Paragon has worked with Solano County’s congressional delegation and other Delta-area lawmakers in opposition to legislation that would block legal protections for the Delta and its fisheries. Although several California water policy changes were enacted in late 2016, the most egregious changes to federal and state water management practices were rejected in Congress due to opposition from Delta-region interests.

Water Infrastructure Legislation – Paragon has promoted Solano County’s priorities as part of the biennial process to renew the *Water Resources Development Act*. Recent reauthorization bills have provided several important reforms, including: the creation of the Water Infrastructure Financing Innovation Act; modifications to the Corps’ levee vegetation removal policy; and, an expanded role local governments in water infrastructure development projects.

Sacramento-San Joaquin Delta National Heritage Area – Paragon worked closely with key lawmakers to develop and marshal through Congress recent legislation (PL 116-9) that designates the Sacramento-San Joaquin River Delta as California’s first National Heritage Area (NHA). The long sought-after designation includes an authorization of \$1 million annually for Delta NHA activities, with funds available to carry out programs and projects that protect important resource values in the Delta.

Transportation Reauthorization

Paragon has successfully promoted Solano County’s surface transportation priorities as part of recent highway and transit reauthorization measures. Specifically, the County’s advocates:

- Played a lead role during the development of the *FAST Act* to increase dedicated federal funding for local, off-system bridges. Paragon also led efforts to secure a provision in federal law that opens funding under the National Highway Performance Program for locally owned bridges that are *on* the federal-aid highway system.
- Worked to ensure that local infrastructure receives more federal-aid highway dollars through a revised Surface Transportation Block Grant Program.
- Successfully advocated for several provisions that streamline the delivery of highway and transit projects, including the creation of a Federal-State environmental reciprocity program.
- Successfully fought to remove legislative language that would have rescinded unobligated balances for previously earmarked transportation projects, including several projects in Solano County.

Paragon is currently involved in efforts to reauthorize the *FAST Act*, which is slated to expire on October 1, 2020. Among other things, Paragon helped secure language in the pending House reauthorization bill (HR 2) that would provide local transportation agencies with up to six years to utilize Emergency Relief (ER) program funding to repair roads that have been damaged in a disaster. The provision is critically important to local agencies in California, where FHWA has recently denied many time-extension requests for ER projects.

Local Law Enforcement Funding

Paragon has worked to protect and enhance funding for key local law enforcement and criminal justice programs that are of direct interest to Solano County, including the Community Oriented Policing Services program, Justice Assistance Grant/Byrne funds, and the State Criminal Alien Assistance Program.

Housing, Community Development, and Homeless Assistance

Paragon has worked closely with Solano County's congressional delegation to protect key housing and community development programs from proposed budget cuts, including the CDBG program, Homeless Assistance Grants, the HOME Investment Partnerships program, and the Choice Neighborhoods Initiative.

In addition, and given the severity of homelessness in California, Paragon has been a leading advocate for providing additional tools to counties to combat the crisis. For example, Paragon has worked closely with the sponsors of legislation (S 923/HR 1978) that would help counties fund a range of initiatives. Paragon also has been involved in the development of a comprehensive housing bill (S 2613/HR 1856) that would, among other things, create additional permanent supportive housing and increase the availability of Section 8 housing vouchers.

Tribal Affairs

Fee-to-Trust Reform – Paragon has been the leading voice among local government advocates in promoting legislative reforms to the U.S. Department of the Interior's fee-to-trust process. Since the U.S. Supreme Court handed down its controversial decision in *Carcieri v. Salazar*, Paragon has actively promoted the need for comprehensive trust reform, including statutory standards that would provide counties with a meaningful voice in the land-into-trust process.

Scotts Valley Casino – Paragon has provided members of the Solano County Board of Supervisors and County staff with access to key decision makers within the Department of the Interior and Bureau of Indian Affairs. The County's Washington representatives have arranged for meetings between Solano County and Department officials regarding the Scotts Valley Band of Pomo Indians' efforts to have land in Vallejo taken into federal trust status.

Disaster Preparedness and Resiliency

Paragon worked closely with Congressman Garamendi regarding the development of his recently introduced *FEMA Disaster Preparedness Improvement Act*. The bill (HR 6071) would make several important reforms to federal law to help local governments better prepare for and respond to wildfires, storms, earthquakes, and droughts.

Similarly, Paragon has been involved in efforts to develop legislation (HR 5091/S 2882) that would authorize \$1 billion annually to help communities become more resilient to wildfires. Pursuant to the bill, eligible entities, including counties, could receive grants of up to \$250,000 to help them develop Community Wildfire Defense Plans (CWDP); those communities would then be eligible to receive up to \$10 million to help with plan implementation.

Veterans Affairs

Paragon has helped build support for legislation entitled the *Commitment to Veteran Support and Outreach Act* (HR 5516), which would bolster Solano County's current investments in serving the community's veterans by allocating \$250 million in new competitive grant funding to the VA over the next five years. Currently, the Board of Supervisors funds those efforts with a general fund contribution equaling approximately 61 percent of the CSVO budget, with the remaining supported by state resources. Pursuant to the bill, the VA would enter into contracts with states to award grants to promote health and wellness, prevent suicide and improve outreach to veterans.



Solano County

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

Agenda Submittal

Agenda #:	9	Status:	Consent Calendar
Type:	Miscellaneous	Department:	Auditor-Controller
File #:	20-531	Contact:	Phyllis Taynton, 784-6288
Agenda date:	07/28/2020	Final Action:	
Title:	Accept the Auditor-Controller's Office selection of Debby Doolittle for "Employee of the Month Parking" for August 2020		
Governing body:	Board of Supervisors		
District:	All		
Attachments:			

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

DEPARTMENTAL RECOMMENDATION:

The Auditor-Controller's Office (ACO) recommends the Board of Supervisors accept the selection of Debby Doolittle as the August 2020 "Employee of the Month" making her eligible to use the parking space designated for this program.

SUMMARY/DISCUSSION:

On September 13, 2005, the Board of Supervisors established the County Government Center "Employee of the Month Parking" program for County employees. Each month a County department is designated to select one of its employees as "Employee of the Month". The ACO has been designated to select an employee for August 2020.

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

Ms. Doolittle began her career with the Solano County Auditor-Controller's Office in June 2002 as an Accounting Clerk I in the Payroll Division. She was then promoted to Accounting Clerk II in December 2002, Accounting Technician in February 2004 and Payroll Officer in October 2013. Ms. Doolittle is responsible for ensuring the accuracy of biweekly payroll for over 3000 county employees and special districts, while also ensuring compliance with State, Federal laws, and numerous Memoranda of Understanding, and the Personnel and Salary Resolution.

Ms. Doolittle was nominated by her coworkers who had the following comments. "I nominate Debby for her continuous hard work and ability to juggle payroll with all its complexities. Her dedication to the Auditor-Controller's Office and the County as a whole is evident every day. As Payroll Officer Debby faces many ongoing challenges and manages to tackle them without complaint or discouragement. She supports

and encourages her staff and leads by example, in turn this promotes teamwork. She has the attitude that we can do whatever task we are assigned which her team embodies.”

“I think the current pandemic has spoken volumes to how valuable Ms. Doolittle is. While the Federal, State, and Local Governments were figuring out how to confront this new problem Ms. Doolittle was continually coordinating with various departments to develop proper VTI codes, PeopleSoft entries, and FAQ’s. Her processes make sense, were put into production, and continue to be used. She is almost incapable of not fully committing herself to a task and succeeding at it.” All in all, Ms. Doolittle should be the Employee of the Month for 2020 because she is the best representative for ACO. Please join the ACO in congratulating Ms. Doolittle on Employee of the Month.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department’s FY2020/21 Preliminary Budget.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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

Agenda Submittal

Agenda #:	10	Status:	Consent Calendar
Type:	Notice of Completion	Department:	General Services
File #:	20-516	Contact:	Mark Hummel, 784-7908
Agenda date:	07/28/2020	Final Action:	
Title:	Approve 2 Notices of Completion for the Domestic Hot Water Heater and Heating Hot Water Boiler Replacement Projects at 2500 Claybank Road and 2101 Courage Drive in Fairfield; and Authorize the Clerk of the Board to record the executed Notices of Completion		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Notice of Completion-Claybank, B - Notice of Completion-Courage, C - Summary Project Funding and Expense		

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

Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

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

1. Approve 2 Notices of Completion (Attachments A & B) for the Claybank Detention Facility Domestic Hot Water Heater Replacement at 2500 Claybank Road, Fairfield and for the Mental Health Facility Heating Hot Water Boiler Replacement at 2101 Courage Drive; and
2. Authorize the Clerk of the Board to record the executed Notices of Completion.

SUMMARY:

On December 4, 2018 the Board awarded a construction contract to Matrix HG, Inc. of Concord, CA to demolish and remove existing hot water heaters and boiler and install new units in two County facilities to improve operating efficiencies and meet the requirements of the Bay Area Air Quality Management District (BAAQMD). During the course of the construction, the quality of work satisfied the requirements of the construction documents and has been deemed code compliant. The Department of General Services is requesting that the Board approve the Notices of Completion for the Project and authorize the Clerk of the Board to record the documents and allow release of retention funds held by the County.

FINANCIAL IMPACT:

The Board previously approved \$160,000 from the Accumulated Capital Outlay Fund to fund replacements of domestic hot water heaters at the Claybank Detention Facility at 2500 Claybank Road (BU 1784), \$160,000 from Accumulated Capital Outlay Funds for a replacement heating hot water boiler at the Mental Health Facility at 2101 Courage Drive in Fairfield (BU 1785), and \$160,000 from FY2018/19 Capital Renewal Reserve Fund.

The construction contract with Matrix HG was \$342,674 and two contract change orders were issued in the amount of \$10,954 resulting on a final construction contract of \$353,628. Other project costs, including work order, engineering and design fees, permits and inspections, and project management totaled \$126,246. Remaining balance will be returned to Accumulated Capital Outlay fund.

The Project budget and expenses are summarized in Attachment C. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2020/21 Preliminary Budget.

DISCUSSION:

The new hot water heater and boilers in two County facilities provided improved operating efficiencies and met the Bay Area Air Quality Management District's (BAAQMD) emission limits requirements.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

Probation Department management participated in the project design and construction phases. The Department of Resource Management/Building and Safety Division inspected the project improvements for code compliance.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Recorded at request of the
County of Solano

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

NOTICE OF COMPLETION

NOTICE IS GIVEN that the undersigned:

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

Project: Claybank Detention Facility Domestic Hot Water Heater Replacement
Project (1784)

Address: 2500 Claybank Road
Fairfield, CA 94533

Nature of the
Interest of
the Owner: Fee

Parcel #(s): 0170-050-320

That the contract for the performance of such work was awarded to Matrix HG, Inc. of Concord; that said work was completed on or about June 19, 2020 and was accepted by the Board of Supervisors and said County of Solano on July 28, 2020; and that Matrix HG, Inc. was the contractor; and furthermore, that Marsh and McLennan Insurance Agency from San Diego, CA was the surety on the contractor's bonds.

State of California}
County of Solano}

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

By _____
ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

Attested:

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

Recorded at request of the
County of Solano

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

NOTICE OF COMPLETION

NOTICE IS GIVEN that the undersigned:

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

Project: Mental Health Facility Hot Water Boiler Replacement Project (1785)

Address: 2101 Courage Drive
Fairfield, CA 94533

Nature of the
Interest of
the Owner: Fee

Parcel #(s): 0028-782-030

That the contract for the performance of such work was awarded to Matrix HG, Inc. of Concord; that said work was completed on or about June 19, 2020 and was accepted by the Board of Supervisors and said County of Solano on July 28, 2020; and that Matrix HG, Inc. was the contractor; and furthermore, that Marsh and McLennan Insurance Agency from San Diego, CA was the surety on the contractor's bonds.

State of California}
County of Solano}

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

By _____
ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

Attested:

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

**CLAYBANK DETENTION FACILITY DOMESTIC HOT WATER HEATER (BU 1784)
AND MENTAL HEALTH FACILITY HEATING HOT WATER BOILER (BU 1785)
REPLACEMENTS PROJECTS
2500 CLAYBANK ROAD AND 2101 COURAGE DRIVE, FAIRFIELD**

Summary of Project Budget and Expenses

Project Funding Source

BU 1784 (Accumulated Capital Outlay Fund)	\$	160,000
BU 1785 (Accumulated Capital Outlay Fund)	\$	160,000
FY18/19 Capital Renewal Reserve Fund	\$	160,000
Total Project Funding	\$	480,000

Construction Expense

Construction Contract	\$	342,674
Construction Change Orders 01 & 02	\$	10,954
Total Construction Expense	\$	353,628

Other Project Expense

Project Management	\$	72,000
Engineering and Design Fees	\$	46,500
Permits / Inspections	\$	5,413
Miscellaneous Expense	\$	2,333
Total Other Project Expense	\$	126,246

Total Project Expenses	\$	479,874
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Project Fund Balance

(Funds to be returned to the Accumulated Capital Outlay Fund)	\$	126
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Solano County

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

Agenda Submittal

Agenda #:	11	Status:	Consent Calendar
Type:	Contract	Department:	First 5 Solano
File #:	20-517	Contact:	Michele Harris, 784-1332
Agenda date:	07/28/2020	Final Action:	
Title:	Approve a revenue contract with First 5 California for up to \$664,207 for the period of July 1, 2020 through June 30, 2023 for the First 5 Improve and Maximize Programs so All Children Thrive (IMPACT) program; and Authorize the First 5 Solano Executive Director to execute the revenue agreement and any future amendments that remain within budgeted appropriations		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Agreement		

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

DEPARTMENTAL RECOMMENDATION:

First 5 Solano recommends that the Board of Supervisors approve a revenue contract with First 5 California for up to \$664,207 for the period of July 1, 2020 through June 30, 2023 for the First 5 Improve and Maximize Programs so All Children Thrive (IMPACT) program and authorize the First 5 Solano Executive Director to execute the revenue agreement and any future amendments that remain within budgeted appropriations.

SUMMARY:

Since 2015, First 5 Solano has received funding from First 5 California for the First 5 IMPACT program, a quality improvement and professional development system for early care and education providers. The initial funding expired June 30, 2020. In spring 2020, First 5 Solano applied as the lead agency for IMPACT 2020 and was approved by First 5 California for funding in the amount of \$664,207 over the next 3 years. First 5 Solano Children and Families Commission will provide the local required match of \$221,402 using Proposition 10 Tobacco Tax revenue. First 5 Solano will continue to partner with Solano County Office of Education (SCOE) to implement the services with early care and education providers.

FINANCIAL IMPACT:

The funding from First 5 California was anticipated prior to its approval, and funding for both the revenue and expenditure is included in the FY2020/21 Preliminary Budget. First 5 Solano Children and Families Commission will provide the local required match of \$221,402 using Proposition 10 Tobacco Tax revenue. There is no impact the County General Fund. The cost associated with preparing this Board item are nominal and absorbed by the Department's FY2020/21 Adopted Budget.

DISCUSSION:

First 5 IMPACT is a statewide program of First 5 California which aims to increase the number of early learning settings engaged in quality improvement activities throughout the state. First 5 California believes that by supporting early learning sites to achieve high-quality standards, more of California's children will enter school with the skills, knowledge, and dispositions necessary to be successful. In addition, First 5 IMPACT provides families the information and support they need to promote and optimize their children's development and learning, both inside and outside the home.

Since 2015, First 5 Solano has contracted with SCOE to successfully implement the work of IMPACT. SCOE is able to braid IMPACT funding with additional state quality improvement funding, such as the California State Preschool Program Quality Rating and Improvement System Block Grant, to successfully develop and convene an early learning consortium, and provide early learning supports through its quality early learning system known as Quality Counts Solano.

Quality Counts Solano has engaged over 70 early care and education providers in Solano County to improve the quality of their programs through on-site coaching support, professional development opportunities, site incentives and technical assistance. Each site has developed a quality improvement plan which includes multiple early learning quality elements, such as teacher-child interactions and family engagement, and outlines interventions to improve based on the needs of the individual sites.

In January 2020, First 5 California released a Request for Applications for the First 5 IMPACT 2020 program in conjunction with the Quality Counts California Local Consortia and Partnership Grant (QCC) for FY2020/21 through FY2022/23. First 5 Solano and SCOE partnered on completing the grant application with First 5 Solano applying as the lead agency for the IMPACT grant and SCOE as the lead agency for the QCC grant. Both agencies received full funding.

This item brings forward a recommendation to approve the revenue agreement with First 5 California to receive the funding. In anticipation of the revenue agreement, the expenditure contract with SCOE was approved by your Board on June 23, 2020.

ALTERNATIVES:

The Board could not approve the revenue agreement with First 5 California. This is not recommended as the funding will assist in improving the quality of early care and education sites in Solano County.

OTHER AGENCY INVOLVEMENT:

The revenue contract has been approved by County Counsel.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Grant Award Notification



GRANTEE NAME AND ADDRESS First 5 Solano Children and Families Commission 3375 Sonoma Boulevard, Suite 30, Valljeo, CA 94590					Grant Agreement Number	
					IMPACT 2020 – 48	
Attention Lisa Eckhoff					Date	
Website www.solanocoe.net					June 30, 2020	
Telephone 707-784-1340					Number of Site Targets	
Name of Grant Program First 5 IMPACT (Improve and Maximize Programs so All Children Thrive) 2020					44	
GRANT DETAILS	Grant Award Amount		Grant Award Start Date		Grant Award End Date	
	\$664,207.00		July 1, 2020		June 30, 2023	
<p>First 5 California is pleased to inform you that your agency has been funded for the First 5 IMPACT 2020 grant. Grantees agree to comply with the terms and conditions in the Quality Counts California (QCC) Local Consortia and Partnership Grants Request for Application (RFA), including IMPACT 2020 Funding Details outlined on page 80, which is made a part of this Grant Award Notification (Agreement). The QCC Local Consortia and Partnership Grants RFA is located here for your reference: http://www.cfc.ca.gov/partners/gris.html#quality.</p> <p>This Agreement is not valid until the grantee has submitted a QCC Local Consortia and Partnership Grants Application approved via e-mail by First 5 California. Any invoices submitted without final approval of the grantee's QCC Local Consortia and Partnership Grants application will not be accepted. Additionally, this Agreement is made contingent upon the availability of funds. If the First 5 California State Commission takes action to reduce or defer the funding upon which this Agreement is based, then this Agreement will be amended accordingly.</p> <p>Please return the signed Agreement to the IMPACT 2020 Team via e-mail at IMPACT@first5.ca.gov. The authorized agent may sign electronically, or sign with an original signature, and scan and e-mail the Agreement to First 5 California.</p>						
First 5 California Contact Kristin Torres				Title Child Development Consultant		
E-mail Address ktorres@cfc.ca.gov				Telephone 916-263-2054		
Signature of the Executive Director of First 5 California or Designee ▶				Date		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable terms and conditions identified in the QCC Local Consortia and Partnership Grants RFA and agree to comply with all requirements as a condition of funding.</i>						
Printed Name of Authorized Agent				Title		
E-mail Address				Telephone		
Signature ▶				Date		
CCFC Fiscal Services Use Only						
Fund Title	Item	FY	Chapter	Statute	Projected Expenditures	
Education	4250-601-0634	2020-21 thru 2022-23	Prop 10	1998	\$199,262.10	
Child Care	4250-601-0636	2020-21 thru 2022-23	Prop 10	1998	\$332,103.50	
Research & Development	4250-601-0637	2020-21 thru 2022-23	Prop 10	1998	\$132,841.40	

Grant Award Notification (Continued)

1. All grantees shall agree to serve their community's children who are high-impact including those with high-needs, especially infants and toddlers, children living in poverty, dual language learners, foster children, children experiencing homelessness, children with disabilities, and children who are tribal, migrant, and/or live in rural/isolated communities.
2. All grantees shall be required to review and update their plans and budgets annually, or as directed by First 5 California, to reflect changes in policy, priorities, and focus of the First 5 California Commission, and to align with the priorities outlined in the Master Plan on Early Learning and Care.
3. All grantees shall comply with the IMPACT 2020 Funding Details located in Appendix H of the QCC Local Consortia and Partnership Grants RFA. Signing the Grant Award Agreement confirms that the grantee has read and agreed to those funding details.
4. At the direction of the Governor of California per Budget Letter 20-11 (http://www.dof.ca.gov/budget/Budget_Letters/documents/BL20-11.pdf), all grantees shall be reimbursed for expenses related to contract activities necessary to respond and/or reduce the spread of COVID-19, and demonstrates a cost-savings to the State of California until otherwise notified. Upon cease of the order from the Governor related to Budget Letter 20-11, the grantee shall be reimbursed for activities related to the terms of this Grant Award Agreement.
5. All grantees are required to comply with the data and reporting requirements of this grant, including the following:
 - a. An annual site-level QCC Common Data File, due annually in September, on behalf of their county or regional consortia. For the Common Data File submission upload, refer to the First 5 California Common Data File Upload System webpage at <http://www.cafc.ca.gov/partners/datasystems.html#upload>.
 - b. The QCC Consortium Annual Performance Report, due annually in October, which reflects all QRIS activities within their respective county or region. The QCC Annual Performance will be completed via survey and available in the Summer of 2020.
6. All grantees will submit quarterly invoices through the QCC Reporting Portal within a three-week reporting window following the end of each quarterly reporting period. Any invoice received outside of the three-week reporting window without prior approval (extension requests must be submitted at least 10 days in advance of the closure of the reporting window) will be required to wait until the next subsequent quarterly reporting period.
7. To receive reimbursement for QCC expenditures, lead agencies must:
 - a. Have an approved grant agreement, which includes Budget Template and Narrative setting forth the planned expenditures.
 - b. Maintain accurate fiscal data, in accordance with generally accepted accounting principles and standards for governmental entities and report actual expenditures by category.
 - c. Maintain documentation to substantiate that all costs are reasonable, necessary, allowable, and allocable to the grant (e.g., invoices, receipts, agreements).
 - d. Maintain time and effort records to support all salaries, wages, and benefits charged to the grant in accordance with the California School Accounting Manual. If the employee works on more than one activity or cost objective, the lead agency must maintain time and effort records to support the distribution of the employee's salary or wages among the activities or cost objectives.
 - e. Certify that the IMPACT 2020 match requirement has been satisfied
 - f. Retain all records related to this grant for at least five years; or when an audit has been requested, until the date the audit is resolved, whichever is longer.



Solano County

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

Agenda Submittal

Agenda #: 12
Type: Resolution
File #: 20-538
Agenda date: 07/28/2020
Status: Consent Calendar
Department: Ag Commissioner/Sealer of Weights and Measures
Contact: Ed King, 784-1310
Final Action:
Title: Adopt a resolution authorizing the Agricultural Commissioner/Sealer of Weights and Measures to execute 10 revenue agreements for a net total of \$1,342,921 with the California Department of Food and Agriculture; and Authorize the Agricultural Commissioner/Sealer of Weights and Measures to execute revenue contract amendments up to 15% over the approved contract amounts
Governing body: Board of Supervisors
District: All
Attachments: A - Resolution

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

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors:

- 1) Adopt a resolution authorizing Ed King, Solano County Agricultural Commissioner/Sealer of Weights and Measures, to sign 10 various revenue agreements for a net total of \$1,342,921 with the California Department of Food and Agriculture (CDFA); and
- 2) Authorize the Solano County Agricultural Commissioner/Sealer of Weights and Measures to execute any revenue contract amendments, up to 15% over the approved amount, to these agreements on behalf of Solano County.

SUMMARY:

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

FINANCIAL IMPACT:

Today's action will result in anticipated State reimbursement to the Department of up to \$908,731 in FY2020/21. The Agriculture Department is currently performing these functions with receipt of agreements or under intent to contract. Anticipated revenues are included in the Department's FY2020/21 Preliminary Budget.

DISCUSSION:

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

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

Listed below are the revenue agreements and anticipated annual funding:

- 1) **High-Risk Pest Exclusion:** FY2020/21 agreement for \$143,056 to inspect high risk shipments such as fruit or foliage at ground and air freight facilities in order to prevent introduction of pests of concern into California.
- 2) **Nursery Inspection Program:** FY2020/21 agreement for \$25,090 for annual nursery stock inspection and compliance assessment at producer/wholesale nursery locations within the county.
- 3) **Light Brown Apple Moth Detection:** FY2020/21 agreement for \$8,400 to place and service insect detection traps for light brown apple moth, a pest of agricultural commodities.
- 4) **Exotic Pest Detection:** This is a two-year agreement for FY2020/21 and FY2021/22, totaling totaling \$432,086 to place and service insect traps and continued implementation of the web based CalTrap program. CalTrap is a new statewide program being utilized to track the deployment, servicing and locations of insect traps used to detect insect pests of economic concern before they become established in California. Target pests include: Mediterranean fruit fly, Japanese beetle, gypsy moth, and others. Insect traps are placed throughout Solano County from April to October for early detection of these pests. Revenue from this contract will support the deployment of the traps, database updates to facilitate the online system, purchase of electronic tablets for staff to use in the field, regular inspections by agricultural staff, and submission of samples to CDFA.
- 5) **Sudden Oak Death:** FY2020/21 agreement for \$211,526 for inspection, testing, and certification of nursery stock to prevent movement of *Phytophthora ramorum*, the causal agent of sudden oak death, to non-infested areas of California.
- 6) **Asian Citrus Psyllid:** FY2020/21 agreement for \$36,979 to place and service pest detection traps for Asian citrus psyllid, the insect vector of Huanglongbing disease, also known as citrus greening. The disease impairs the movement of nutrients in citrus plants resulting initially in uneven fruit ripening and eventually death of the tree.
- 7) **Pierce's Disease Control Program:** This is a two-year agreement for FY2020/21 and FY2021/22, totaling \$319,221 for the glassy-winged sharpshooter (GWSS) program. GWSS is a leafhopper that vectors Pierce's disease to grapevines. The disease pathogen is a bacterium, *Xylella fastidiosa*, which clogs the xylella or sap movement in the plant, leading to decline and death of the host plant. A statewide management program has been established to prevent spread of the insect vector GWSS and is supported by the grape industry through a self-assessment program. Funds from this assessment are provided to the County through a CDFA contract.

- 8) **European Grapevine Moth:** This is a two-year agreement for FY2020/21 and FY2021/22, totaling \$76,850 for European grapevine moth insect trapping. Detection trapping in previously infested areas to monitor for pest reintroduction.
- 9) **BeeSafe Apiary Protection:** FY2020/21 agreement for \$59,541 to support pollinator bee protection efforts including beekeeper registration and hive location information necessary to help evaluate sensitive sites relating to pesticide applications and to assist with hive theft prevention.
- 10) **Noxious Weed Management:** FY2020/21 and FY2021/22 agreement totaling \$30,172 for surveys and control of State-listed noxious weeds that are detrimental to agriculture and the environment.

Executed agreements will be placed on file with the Clerk of the Board.

ALTERNATIVES:

The Board could choose not to approve one or more of the revenue agreements and/or direct staff to consider other options and return with new recommendations. However, this is not recommended as this would result in a potential loss of up to \$1,342,921 in revenues that offset County costs.

OTHER AGENCY INVOLVEMENT:

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

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2020 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
AUTHORIZING ED KING, SOLANO COUNTY AGRICULTURAL
COMMISSIONER/SEALER OF WEIGHTS & MEASURES, TO EXECUTE CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE AGREEMENTS FOR FISCAL YEAR
2020/21 and FISCAL YEAR 2021/22**

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

Resolved, the Solano County Board of Supervisors authorizes Ed King, Solano County Agricultural Commissioner/Sealer of Weights & Measures, to execute the agreements listed below and any amendments to these agreements during Fiscal Year 2020/21 and Fiscal Year 2021/22 on behalf of Solano County. A copy of the executed agreements shall be filed with the Clerk of the Solano County Board of Supervisors.

Agreement	Organization/Agency	Amount
Pest Exclusion: High-Risk Inspections FY2020-21	CA Dept of Food & Ag (CDFA)	\$ 143,056
Nursery Inspection and Enforcement FY2020-21	CA Dept of Food & Ag (CDFA)	\$ 25,090
Light Brown Apple Moth Detection FY2020-21	CA Dept of Food & Ag (CDFA)	\$ 8,400
Exotic Pest Detection FY2020-21 and FY2021-22	CA Dept of Food & Ag (CDFA)	\$ 432,086
Sudden Oak Death FY2020-21	CA Dept of Food & Ag (CDFA)	\$ 211,526
Asian Citrus Psyllid FY2020-21	CA Dept of Food & Ag (CDFA)	\$ 36,979
Pierce's Disease FY2020-21 and FY2021-22	CA Dept of Food & Ag (CDFA)	\$ 319,221
European Grapevine Moth FY2020-21 and FY2021-22	CA Dept of Food & Ag (CDFA)	\$ 76,850
BeeSafe Apiary Protection FY2020-21	CA Dept of Food & Ag (CDFA)	\$ 59,541
Noxious Weed Management FY2020-21 and FY2021-22	CA Dept of Food & Ag (CDFA)	\$ 30,172

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on July 28, 2020 by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	13	Status:	Consent Calendar
Type:	Contract	Department:	Veteran Services Office
File #:	20-504	Contact:	Ted Puntillo, 784-6590
Agenda date:	07/28/2020	Final Action:	
Title:	Approve an annual revenue agreement with the California Department of Veterans Affairs for up to \$94,420 for the term of July 1, 2020 through June 30, 2022 to expand and/or enhance mental health services to veterans currently residing in or returning to Solano County from their military service as they transition back to civilian life; and Authorize the County Administrator to execute the agreement		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Cal Vet Contract Agreement		

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

DEPARTMENTAL RECOMMENDATION:

The Solano county Veterans Services Office (CVSO) recommend that the Board:

1. Approve an annual revenue agreement with the California Department of Veterans Affairs for up to \$94,420 for the term of July 1, 2020 through June 30, 2022 to expand and/or enhance mental health services to veterans currently residing in or returning to Solano County from their military services as the transition back to civilian life; and
2. Authorize the County Administrator to execute the agreement.

SUMMARY/DISCUSSION:

The Solano CVSO receives funding annually from the California Department of Veterans Affairs (CDVA) to develop outreach activities in Solano County in accordance with the Department of Mental Health Proposition (Prop 63) funding. This \$94,420 revenue agreement with CDVA is to provide mental health outreach activities at Travis Air Force Base's transition Assistance Program (TAP) classes, the Fairfield Jail, the Sentence Detention Facility on Claybank road in Fairfield, and the North Bay Stand Down held annually in the fall in Dixon. The term of the contract is July 1, 2020 through June 30, 2022. The CDVA requires a minute order authorizing the signatory authority.

FINANCIAL IMPACT:

The department's FY2020/22 budget includes an appropriation of \$94,420 in Prop 63 funding over a two year period. CDVA will reimburse the County for up to \$94,420 of the cost to provide outreach activities to veterans with mental health issues.

ALTERNATIVES:

The Board may choose not to approve this contract agreement; however, this is not recommended as the additional funding can be used for increased mental health outreach activities to veterans.

OTHER AGENCY INVOLVEMENT:

County Counsel has approved the revenue contract as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20XS0016

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Veterans Affairs

CONTRACTOR NAME

County of Solano

2. The term of this Agreement is:

START DATE

July 1, 2020

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement is:

\$94,420.00

Ninety-Four Thousand Four Hundred Twenty Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit A-1	Program Narrative	4
Exhibit B	Budget Detail and Payment Provisions	3
+ - Exhibit B-1	Budget Form / Narrative	2
+ - Exhibit C *	General Terms and Conditions (GTC 04/2017)	*
+ - Exhibit D	Special Terms and Conditions	6

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

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

County of Solano

CONTRACTOR BUSINESS ADDRESS

675 North Texas Street , Suite 4700

CITY

Fairfield

STATE

CA

ZIP

94533

PRINTED NAME OF PERSON SIGNING

Brigitta Corsello

TITLE

CAO, Solano County

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 20XS0016	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME California Department of Veterans Affairs			
CONTRACTING AGENCY ADDRESS 1227 O Street	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING David Gerard	TITLE Chief, Facilities and Business Services Division		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) SCM Vol. 1 § 4.06		

VETERAN MENTAL HEALTH OUTREACH

1. INTRODUCTION/SERVICES

- A. This is an Agreement in which the County of Solano, hereafter referred to as the Contractor shall provide mental health outreach services, as specified within Exhibit A-1, in accordance with the Mental Health Services Act (Proposition 63), for the California Department of Veterans Affairs (CalVet).
- B. Contractor must be able to perform the tasks associated with providing services under the scope of their license. Contractor will provide services in accordance with federal and state laws and regulations and CalVet policies.
- C. Contractor is not authorized to disperse or promise any services as described in the Agreement until written approval has been obtained from CalVet Contract Manager and Contractor has received an executed Agreement from CalVet. Any delivery or performance of service commenced prior to Contractor obtaining all written approvals shall be considered voluntary on the part of Contractor.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall provide the following services.

- A. Expand and/or enhance mental health services to include treatment, and other related recovery programs to veterans currently residing in or returning to the community from their military service as they transition back to civilian life.
- B. Provide the following performance measures on a periodic and annual basis:
 - 1. Provide four (4) periodic progress reports per year to include the following:
 - a) Performance table that includes the goal for each performance measure and the source of collecting the performance measure (See Exhibit B – Budget Detail and Payment Provisions for periodic progress report/metric due dates).
 - b) Any narrative related to Performance Assessment and Data.
 - 2. Provide an annual progress report at the end of the funding period. The report must summarize information from the periodic reports, describe the accomplishments of the project, and describe the next steps for implementing any plans for additional work identified during the funding period.

3. INDEPENDENT CONTRACTOR STATUS

- A. Contractor shall be considered "Independent Contractors" in relation to CalVet and the State. Therefore, Contractor shall not be considered employee(s) of CalVet and shall not be entitled to any employee benefits from CalVet or the State including, but not limited to, the following:
 - 1. Premium Pay, Overtime Pay, or Holiday Pay;
 - 2. Medical Insurance;
 - 3. Vacation or Sick Leave;
 - 4. Worker's Compensation; and
 - 5. Other employee benefits.

4. CONTACT INFORMATION

A. The Contract representatives during the term of this Agreement will be:

1. **CalVet Home Representative:**

Veterans Services- Headquarters
Phillip Leggett, Mental Health Coordinator
1227 O Street
Sacramento, CA. 95814
Phone: (916) 503-8327
Email: phillip.leggett@calvet.ca.gov

2. **Contractor Representative:**

County of Solano
Ted Puntillo, CVSO
675 Texas Street, Suite 4700
Fairfield, CA 94533
Phone: (707) 784-6590
Email: tepuntillo@solanocounty.com

B. Contract Representatives, addresses, and phone/fax numbers may be changed by issuing a 20-day prior written notification and shall not require a formal amendment to this Agreement. The notifying party shall provide complete contact information for the replacement Contract Representative including, name, title, mailing address, phone/fax numbers, and email address.

All other changes require a formal written amendment to this Agreement.

Solano County Veterans Service Office
Veterans Outreach Proposition 63
Program Narrative

Section A: Statement of Need

Transitional Assistance Program (TAP) Outreach at Travis AFB

The geographic area of Solano County has approximately 35,000 veterans and has the largest military installation in Northern California at Travis AFB. Travis discharges approximately 40 personnel per week through their TAP process. Our program serves discharging service members just prior to and at the time of discharge. The **need** for CVSO counseling and referral **is great**. The Military does not provide these services and relies on the counties and service organizations to fill the gap. No other credible reliable veteran's representatives are available to consistently do this screening, and interviewing and one-on-one counseling. Approximately **30% of the discharging service members have documented mental health issues on their service medical records**. This office serves over 2,000 discharging veterans a year. The Department of Defense is actually referring veterans from as far away as Monterey to come to Travis to discharge and see us to get their benefits. We also get many discharging service members from Beale and local Guard and Reserve units. They would not get this type of support if the Solano County CVSO did not provide it. We serve all veterans including the veterans with bad paper. They are particularly vulnerable to mental health and Substance Use Disorders (SUD). A huge gap would exist if the one-on-one counseling and follow-up through our office did not exist. We counsel all veterans and must do this to identify the veterans with mental health disorders in their records. We identify approximately 600 veterans a year with mental health issues in our interviewing process, and file claims for them. It is essential for this funding to continue in order to combat suicidal ideation and PTSD. This office now has a full-time person at Travis 5 days a week to meet the demand of our discharging service members, their families and the civilian veteran workforce and reservists that work there. This is a perfect target for this Prop 63 funding. TAP at Travis is the one best place to intercept these discharging veterans and get them to resources available to them. Solano County is the only CVSO that I know of that funds a full time Vet Rep at a military base and that participates in the TAP briefing. We are unique and the need to keep this one of a kind operation going for veterans. We work closely with DOD, DOL and the VA to maintain this service for future veterans.

Veterans Court Jail and Prison Inmate Outreach

Solano County has three county jails and two state prison facilities with many thousands of inmates. Approximately 10% of this inmate population are identified as veterans. This is done by the Sheriff when the inmates are booked. Every one of the veteran inmates we interview weekly has the aforementioned mental health and substance use issues. Crystal meth and alcohol are the most common substance use problems and depression is the number one mental health issue. In October 2014 this office and the Solano County Courts embarked in the Veterans Treatment Court process in this county. This operation has grown to present 22 veterans enrolled in the program and 20 veterans participating in our diversion program. Our first graduation happened on April 29, 2016 when 4 veterans graduated and had their records expunged and their SUD and mental health problems under control. Since then, our Vet Court has had five more graduations and we have graduated a total of 24 veterans so far. The most recent in July 2019. Our vet court team receives 3 to 4 referrals a week from private lawyers and other judges for new potential vet court participants. This office started regular jail visits in August 2011 and has jail and prison outreach every other week in Solano County. The program has been so successful; we now are working with a veteran almost daily with whom we have made contact while he/she was incarcerated. We work with the DA's Office, the Public Defender, the Courts and the Sheriff. All are very supportive of our outreach and the positive results. We work with the non-profits from the Sacramento and Vallejo Veterans Resource Center, Swords to Plowshares, The Bridge to Life, Mission Solano, Community Action North Bay, Caminar, and Berkeley Food and Housing to provide housing, food and mental health care for our Vet court and incarcerated veterans. Veterans are released from custody to our office staff and we transport them to the facility that will provide them with the best care and treatment. Our recidivism rate is below 10% for our Vet Court graduates. The normal rate for non-Vet court veterans is close to 75%.

Stand Down Activity

This office provides support in the planning and execution of the North Bay Stand Down. This four-day event is held in October at the Dixon May Fair. This office supplies one person for the planning committee that meets monthly for three months and then every week for next three months prior to the event. The veteran service office then spends 10 hours a day for 4 days during the Stand Down including set up and take down. Our VSR Pat Sheehan is a full-time board member for the North bay Stand Down also. This event caters to the down and out and homeless veterans who almost all have mental health and substance use problems. This office uses one hundred and thirty hours to help the stand down happen. The stand down services approximately 250 veterans and their families each year. We also do all of the verification of the DD-214's and registration. **The need for this stand down is great in that we support Yolo, Sonoma & Napa Counties who do not have a regular stand down.**

Section B: Proposed Service/Project

The Solano County Veterans Office will provide staffing and an outreach program that will pre-screen, counsel and advocate for veterans, reservists and guard members that have disclosed mental illness or substance use issues. This outreach program will focus on the following access points:

Transitional Assistance Program (TAP)

The Solano County Veterans Office goes to the Travis AFB TAP process for five full days a week to counsel and file claims for the discharging veterans. Thanks to the increased subvention and the Prop 63 funding, we have expanded the hours we spend at Travis AFB TAP center from 3 days a week to a full 5 days a week. The vet rep gives a briefing to all TAP participants on Tuesday and meets with the discharging vets and questions all the veterans on the nature of their disabilities and experiences in the service that could result in VA benefit claims for compensation. Approximately 40 service members attend these classes every week. Prior to the Prop 63 funding there was no CVSO presence at the TAP classes and veterans had to rely on the spotty Veterans Service Organization briefing. There was no nexus to the CVSO office in Solano County. Since the Prop 63 funding, this office is able to send a person to these all-day briefings and records check. A good 30% of the veterans we see at these briefings have mental health issues. We refer them to the proper resources and file claims for them. This office files well over 400 claims a year from the discharging veterans from Travis AFB alone. Many veterans have depression, Military Sexual Trauma and anxiety along with PTSD. While in the service most troops are hesitant to admit that they have mental health disorders as it would negatively affect their promotion and longevity plans. Upon discharge we ask them the hard questions that they are now in a position to answer. We do not want people to leave the service with undiagnosed mental health conditions. This could lead to jail, homelessness and other social failures. Discharging veterans are the perfect target for this Prop 63 money to catch them before they fall through the cracks. Solano County is one of very few CVSO's with vet reps embedded in the TAP process and with a full-time office at a major military base. This is a unique opportunity for the State, CVSO and the veterans in California and **compliments the new CALTAP initiative coming from the state. We give joint presentations with CALTAP several times a year and we appreciate the support.**

Veteran Court and Jail Outreach

This office started on a program in August of 2011 to have jail and prison outreach every other week in Solano County. The program has been so successful; we now are working a veteran almost daily with whom we have made contact while he/she was incarcerated. We work with the DA's Office, the Public Defender, the Courts and the Sheriff. Our vet court that started in September of 2014 now has 22 active participants and 20 in the diversion program all with SUD or mental health issues and is growing. Our first graduation was April 29, 2016 and we recently had our fifth graduation in July 2019. We work with the non-profits from Sac Veterans Resource Center, Swords to Plowshares, The Bridge to Life, Mission Solano and the Community Action Committee of North Bay, the Concord Vet Center and the VA. They provide the very necessary residential treatment benefit that these incarcerated veterans need. This office spends at least 30 hours a week working on incarcerated veteran's issues. Every week incarcerated veterans are released to our custody and we transport them to a treatment facility. Our recidivism rate is very positive in that people given a chance, tend to not return to jail and do become productive citizens. Our rate is close to 10% compared to a 75% rate for nonveterans. The vet court team comprises of our vet court judge, DA, 2 Public Defenders, a Probation Officer, our Vet Court Case manager,

a VJO from the VA and the CVSO. Our county has been a leader in showing other counties how to run a successful vet court and recently had visits from Lake County, Madera, Fresno and Contra Costa Counties to see our Vet Court. The VA uses us as a model to show others how to do it.

Stand Down Activity

This office provides support in the planning and execution of the North Bay Stand Down. This four-day event is held in October at the Dixon May Fair. This office supplies one person for the planning committee that meets monthly for three months and then every week for next three months prior to the event. The veteran service office then spends 10 hours a day for 4 days during the Stand Down including set up and take down. Our VSR is a full time board member for the North Bay Stand Down. This event caters to the down and out and homeless veterans who almost all have mental health and substance use problems. This office uses one hundred and thirty hours to help the stand down happen. The stand down services approximately 250 veterans and their families each year. We also do all of the verification of the DD-214's and registration. This Stand Down covers Sonoma, Napa & Yolo Counties. Those counties do not have regular stand downs.

Section C: Proposed Implementation Approach

TAP Outreach and Counseling

The Solano County CVSO already has the TAP process going and has an ongoing relationship with Travis to provide the necessary work hours on site to counsel and refer the discharging veterans. This was established with Prop 63 funding that we had received in 2012. It is our hope that we can continue to provide this service to our veterans. The number of veterans being discharged is increasing due to the cutbacks and current downsizing in the military. The screening is done for five full days every week. The vet rep gives a one-hour presentation and then the troops are counseled individually by the vet rep in a private room and the service treatment records are examined thoroughly and a claim information sheet is developed and given to the service members along with referral information for mental health and substance abuse resources, if appropriate. The service member is then advised to report all physical and mental health issues to the medical personnel while they are still in the service so that they can establish a service connection. We file a BDD Claim or a Quick Start for the veteran on the spot or a FDC when they finally leave the service. Failure to obtain this very important funding would require this office to lay off one vet rep and eliminate our ability to visit Travis weekly and help these future veterans just as they transition to civilian status.

Jail Outreach and Vet Court Initiative

Jail outreach is being done on a weekly basis and on an as-needed basis. This office has been responsible for migrating over 250 veterans to treatment facilities in the last year. We regularly negotiate with the DA, Public Defender and Courts to get veterans released to a residential treatment facility. The Sheriff identifies veterans when they are booked and we are alerted when they want to see us. We work closely with the Veterans Justice Outreach personnel from the VA and the housing coordinator for the VA along with all the non-profits in Northern California including Swords to Plowshares, Bridge to Life, Mission Solano, Sac Veterans Resource Center, Community Action Committee of North Bay and others. This office spends well over \$18,000 a year in work hours and resources to facilitate the contact and release of these veterans to treatment facilities. We also get them connected to VA medical, HUD VASH housing, pension and compensation benefits. We regularly work with and help veterans with bad paper and find them resources that will help them. The new Vet Court that started in September 2014 now has 24 ongoing participants and will increase participation depending on the resources we can muster. We feel our maximum would be 30 with existing resources. Our Vet Court differs from most Vet Courts in that we take veterans who are violent offenders and offer a diversion program to those who do not qualify for or do not need a full blown Vet Court experience. We have started a diversion process where we help veterans with SUD and mental health problems get out of jail and into treatment even if they do not have nexus to qualify them for PC1170.9 treatment under the authority of the Penal Code and Vet Court. We are indeed unique in the state. We have also started a new Vet Court in Vallejo that meets once a month to take the load off the Fairfield Vet Court. As stated, this process is already implemented and needs increased funding to use more resources as the population of the court grows. The CVSO uses 8 to 10 hours a week on vet court activities.

Stand Down

Stand Down support is also dependent on the continuation of the Prop 63 funding and is an already implemented process. We have had this process implemented for the last three years and it is working well. This office has supported this stand down with approximately 130 work hours plus materials. We participate on the planning committee and do the scheduling, advertisement, registration and verification of the veterans who attend. We handle all registrations. Our VSR, Pat Sheehan is a full time North Bay Stand Down Board Member. We coordinate with the courts to get the court records of the veterans to the stand down when the veteran requests vet court help. Without this funding we would have to pull back from Stand Down support.

Section D: Performance Assessment and Data

TAP Outreach

Performance data for the TAP initiative consists of data collected from counseling over 2,000 discharging service members a year. Out of the 2,000 service members approximately 620 have mental health or substance use problems. We file claims for these veterans and refer them to resources to help their problems. We use Vet Pro to track the claims we file for these veterans and a log is kept of the veterans who attend our presentations, records screening and counseling. We have used the metric table below to account for the number of veterans we see, counsel, screen and file claims for due to mental health and other issues.

Jail Visits

This office sees approximately 150 inmates a year, counsels them and helps them get into treatment along with pension, compensation, housing and medical care. We track the people we see weekly and track where they go into treatment and the claims we file for them. We see approximately 250 inmates and 100% of them have mental health or substance use issues, usually both as most have co-occurring conditions. The recidivism rate is very low with the veterans we have helped. It is 25% compared to a 75% rate for non-vets who do not participate in our program.

Stand Down

The Stand Down census will be over 250 veterans again this year and the interest is growing, especially for the Vet Court portion where the judges clean up their outstanding fines and warrants so they can get a job.

1. STANDARD BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the CalVet agrees to compensate Contractor for services rendered in accordance with the rate specified in Exhibit B-1-Budget Form/Narrative.
 - a) Total cost of the contract is \$94,420.00.
 - b) The first quarterly payment shall be made upon approval of the contract in the amount of \$11,802.50, the remaining seven (7) payments shall be made upon receipt of quarterly invoices by the CalVet Contract Manager.
 - c) Quarterly invoices shall be submitted no later than the following dates:

July 1, 2020	Contract Begins	Term: July 1, 2020 – June 30, 2022
October 31, 2020	1 st Qtr. Invoice/Metrics Due	1 st Qtr. (07/01/2020 – 9/30/2020)
January 31, 2021	2 nd Qtr. Invoice/Metrics Due	2 nd Qtr. (10/01/2020 – 12/31/20)
April 30, 2021	3 rd Qtr. Invoice/Metrics Due	3 rd Qtr. (01/01/2021 – 03/31/2021)
July 31, 2021	Annual Progress Reports	Counties must summarize information from the periodic reports, describe the accomplishments of the project and describe next steps for implementing any plans for additional work identified during the funding period. (Annual Progress Reports are due with 4 th Quarter invoices and metrics.) 4 th Quarter (04/01/21 – 06/30/21)

July 1, 2021	Fiscal Year 21/22 Begins	
October 31, 2021	1 st Quarter Invoice/Metrics Due	1 st Qtr. (07/01/2021 – 9/30/2021)
January 30, 2022	2 nd Quarter Invoice/Metrics Due	2 nd Qtr. (10/01/2021 – 12/31/21)
April 28, 2022	3 rd Quarter Invoice/Metrics Due	3 rd Qtr. (01/01/2022 – 03/31/2022)
July 31, 2022	Annual Progress Reports	Counties must summarize information from the periodic reports, describe the accomplishments of the project and describe next steps for implementing any plans for additional work identified during the funding period. (Annual Progress Reports are due with 4 th Quarter invoices and metrics.) 4 th Quarter (04/01/22 – 06/30/22)

2. Quarterly payments shall only be approved upon periodic invoices that shall include the Agreement Number, County name, address and telephone number. Quarterly invoices shall also be accompanied

by the quarterly reports identified in Exhibit A – Scope of Work, and shall be submitted in duplicate not more frequently than listed above to:

3. Invoices shall include the Agreement Number and shall be submitted in not more frequently than monthly in arrears to:

Original Invoice	Approval Copy
Department of Veterans Affairs CalVet Accounting Office 1227 O Street, Room 402 Sacramento, CA 95814	Department of Veterans Affairs Attn: Phillip Leggett 1227 O Street Sacramento, CA 95814

B. Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further form and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927.

2. SPECIAL BUDGET DETAIL AND PAYMENT PROVISIONS

A. Submissions of Invoices/Claims

1. All invoices/claims must be completed thoroughly and legibly, with all applicable fields completed. Invoices/claims that are submitted to the appropriate location but have been altered, or are inaccurate, or do not provide all necessary information will not be accepted and will be returned to the Contractor for correction.
2. Any changes to this provision relating to the invoice/claim submittal process, including but not limited to an address, form, or process change, shall be an administrative change managed through the appropriate designated CalVet office and shall not require a contract amendment.
3. Invoices/claims submitted shall include the following information in order to be considered complete and acceptable for processing, or the invoice/claim will be returned:
 - a) Contractor's Company name
 - b) Contractor's Company address, phone number and e-mail
 - c) Date of invoice/claim
 - d) Invoice/claim number
 - e) CalVet location where services were performed
 - f) Agreement Number

- g) Date(s) of Service
- h) Total dollar amount being billed
- i) First and Last name of Contractor or Provider performing services, if applicable
- j) Contractor's or Provider's Classification, whichever is applicable
- k) When applicable, contractors shall include the following information on the invoice/claim submitted for hourly reimbursement:
 - 1. Hourly Rate
 - 2. Time in and time out
 - 3. Total hours worked
 - 4. Any other information or documentation reasonably required to verify and substantiate the provision of services and the charges for such services.

The Budget Form/Narrative may not represent the actual dollar amount allotted for this Agreement. The Budget Form is the Contractor's response to Program's Request for Application and shall be attached as a reference for Contractor's proposal of how expenses will be addressed as part of this agreement.

Solano County Veterans Service Office Prop 63 Budget Form				
A. Personnel				
Position	Hourly Wage	Hrs/Mo Spent on Program	Mo/Yr Spent on Program	Cost
CVSO Ted Puntillo	48.00	200	Year	\$9,600.00
VSR Pat Sheehan, Colleen Kelly, William Davis	28.00	1,520	year	\$42,560.00
			Total	\$51,160.00
B. Fringe Benefits				
Component	Rate	Annual Wage	Cost	
CVSO Fringe Benefits	30%	Computed on 200 hours	\$2,880.00	
VSR Fringe Benefits	30%	Computed on 1,520 hours	\$12,768.00	
		Total	\$15,648.00	
C. Travel				
Location	Purpose	Rate (Mileage Only)	Cost	
County will absorb				
		Total	\$0	
D. Supplies				
Items	Rate (Cost x Months)		Cost	
County will absorb				
	Total		\$0	
E. Contracting				
Name	Service	Rate (Cost/Individual x Individual x Days)	Cost	
County will absorb				
		Total	\$0	
F. Other				
Item	Rate		Cost	
	Total		\$66,808.00	
Totals				
Section A: Personnel	\$51,160.00	Section D: Supplies	\$0	
Section B: Fringe Benefits	\$10,635.00	Section E: Contracting	\$0	
Section C: Travel	\$0	Section F: Other	\$0	
		Total Requesting	\$49,999.00	

Solano County Veterans Service Office Prop 63 Budget Narrative
Section A: Personnel
This office will use 850 hours funded by Prop 63 support to keep a full time vet rep at Travis AFB to service the 40 service members discharging every week. This funding will also support the approximately 501 hours used annually to do jail visits and staff the biweekly Vet Court. The \$49,999.00 cannot support the entire expenditure, but helps offset the \$66,808.00.00 this office spends on mental health outreach considering 200 hours of CVSO time in jail visitations and Vet Court Staffing a year at approximately \$62.00 an hour including salary and fringe benefits and the 169 hours used to support the Dixon Stand Down activities. As you can see, we spend much more than \$49,999 on mental health outreach and counseling.
Section B: Fringe Benefits
This office is asking for support for fringe benefits on 1720 hours of Work Hours for \$15648.00. This includes fringe benefits for the CVSO who spends 200 hours specifically on mental health care for incarcerated veterans, all of whom have mental health and substance use illnesses.
Section C: Travel
County will absorb.
Section D: Supplies
County will absorb.
Section E: Contracting
County will absorb.
Section F: Other
County will absorb.

1. EXCISE TAX

The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Contract. California may pay any applicable sales or use tax imposed by another state.

2. STATUTORY AND REGULATORY PROVISIONS

A. This Contract shall be governed and construed in accordance with all applicable statutory and regulatory provisions including, but not limited to:

- 1) Title XVIII of the Federal Social Security Act
- 2) Title XIX of the Federal Social Security Act
- 3) Chapters 7 and 8 (commencing with Section 14000), Part 3, Division 9, Welfare and Institutions Code
- 4) Division 3, Title 22, California Code of Regulations (CCR)
- 5) Health and Safety Code Section 1340 et seq.
- 6) All applicable Federal provisions which regulate the administration of health care programs and budget revisions, as contained in the Code of Federal Regulations (CFR), Title 42, and Title 45, Part 74, Title 42 United States Code, Sections 1395 et seq. and 1396 et seq.
- 7) Sub-chapter 13 (commencing with Section 6800), Chapter 4, Part 1, Title 17, CCR; and
- 8) All other applicable laws and regulations.

B. Any provision of this Contract in conflict with the applicable laws and regulations is hereby amended to conform to the provisions of those laws and regulations. Such amendment of the Contract shall be effective on the effective date of the statutes or regulations necessitating it, and shall be binding on the parties even though the amendment may not have been reduced to writing and formally agreed upon and executed by the parties. If, due to amendment in laws or regulations, Contractor is unable or unwilling to comply with the provisions of the amendment(s), State or Contractor may terminate this Contract in accordance with the Termination provision of this Contract.

3. EXAMINATION AND AUDIT

A. Contractor shall allow the State and its related entities, the Comptroller General of the United States, Department of Justice (DOJ), and the Bureau of Medi-Cal Fraud, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract, and to inspect, evaluate, and audit any and all books, records, and facilities maintained by the Contractor and Subcontractors pertaining to services under this Contract at any time during normal business hours.

B. Contractor shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under this Contract in accordance with *Government Code, Section 85467.7*. The examination and audit shall be confined to those matters directly connected with the performance of the contract, including, but not limited to, the costs of administering the Contract.

C. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Contract, including working papers, reports, financial records, and books of account, Medical Records, prescriptions files, Subcontracts, and any other documentation pertaining to

medical and non-medical services for residents of the Home. Upon request, at any time during the term of this Contract, the Contractor shall furnish any record or copy.

4. RESOLUTION OF DISPUTES

- A. The Contractor may dispute and appeal a decision or action by the State arising out of the Interpretation or administration of this Contract. A written dispute notice shall be submitted to the Contract Manager within thirty (30) calendar days from the date the Contractor receives notice of the decision or action in dispute.

The Contractor's dispute notice shall state the following, based on the most accurate information available to the Contractor:

- 1) That it is a dispute pursuant to this Section.
 - 2) The date, nature, and circumstances of the conduct, which is the subject of dispute.
 - 3) The names, telephone numbers, function, and activity of each contractor, subcontractor, State official, or employee involved in or knowledgeable about the conduct.
 - 4) The identification of any documents and the substance of any oral communications involved in the conduct. Copies of all identified documents shall be attached.
 - 5) The reason why the Contractor is disputing the conduct.
 - 6) The cost impact to the Contractor directly attributable to the alleged conduct, if any.
 - 7) The Contractor's desired remedy.
- B. The State and the Contractor agree to try to resolve all contractual issues by negotiation and mutual agreement at the Contract Manager level. The parties recognize that the implementation of this policy depends on open-mindedness, and the need for both sides to present adequate supporting information on matters in question. The Contract Manager, in a written decision stating the factual basis for the decision, will decide any disputes concerning performance of this Contract. Before issuance of the Contract Manager's decision, informal discussions between the parties by the individuals who have not participated substantially in the matter in dispute will be considered by the parties in efforts to reach mutual agreement.
- C. The Contract Manager will render a decision or request additional substantiating documentation from the Contractor within thirty (30) days of receipt of the Contractor's appeal. A copy of the decision will be provided to the Contractor. The decision shall be final and conclusive unless, within thirty (30) days from the date of the decision, the Contractor files a written appeal addressed to the Undersecretary, California Department of Veterans Affairs.
- D. The Undersecretary's decision shall be final and conclusive unless the decision is arbitrary, capricious, grossly erroneous or if any determination of fact is unsupported by substantiating evidence. The Undersecretary's decision will be in writing and may encompass facts, interpretations of the Contract, and determination or application of law. The Contractor may, prior to the Undersecretary's decision, present oral or documentary evidence, and arguments in support of the Contractor's appeal. The decision will either:
- 1) Find in favor of the Contractor, in which case the Undersecretary may:
 - a) Countermand the earlier conduct which caused the Contractor to file a dispute; or
 - b) Reaffirm the conduct and, if there is a cost impact sufficient to constitute a change in obligations pursuant to the payment provisions, direct the State to comply with that Section.

- 2) Deny the Contractor's dispute and, where necessary, direct the manner of future performance; or
 - 3) Request additional substantiating documentation in the event the information in the Contractor's dispute or appeal is inadequate to permit a decision to be made under paragraphs (1) or (2) above, advise the Contractor as to what additional information is required, and establish how that information will be furnished. The Contractor shall have thirty (30) days to respond to the Undersecretary's request for further information. Upon receipt of this additional requested information, the Undersecretary will have thirty (30) days to respond with a decision. Failure to supply additional information required by the Undersecretary within the time period specified above shall constitute waiver by the Contractor of all claims.
- E. Attorney's fees and costs for any dispute or subsequent trial shall be borne by the respective parties. Both parties waive trial by jury, and any trial in superior or municipal court shall be by a judge alone. Any litigation arising out of this Contract shall be conducted in a California Court pursuant to California law.
- F. Contractor shall continue with the responsibilities under this Contract during any dispute.

5. AGENCY LIABILITY (Applies only to Federally Funded Contracts)

The Contractor warrants by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

6. POTENTIAL SUBCONTRACTORS

For all Agreements, with the exception of Interagency Agreements and other governmental entities/auxiliaries exempt from bidding, nothing contained in this Contract or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them, as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

7. INSURANCE REQUIREMENTS

- A. Upon contract award, contractor must furnish to the State an original certificate(s) of insurance stating that the contractor has the following types of coverage, if applicable:
- 1) Commercial General Liability: Combined Single Limit (CSL) for no less than \$1,000,000 per occurrence for bodily injury and property damage. The policy must include coverage for liabilities arising out of premises, operations, independent contractors, products/completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability.

- 2) Professional Liability: (Applies to any contract in which the work is of a professional nature such as, but not limited to, physicians, architects, engineers, accountants, or consultants) Covering any damages caused by an error, omission, or any negligent acts. Limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
- 3) Automobile Liability (Applies to any contract in which the contractor will likely use a vehicle to complete the project or drive a vehicle onto State property): Limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an automobile including owned, hired, and non-owned autos.
 - a) MCS90 endorsement on the Automobile policy **(required whenever contractor will be transporting Hazardous materials i.e. Pest Control and Waste contracts.)**
- 4) Pollution Liability/Environmental Impairment Liability (Applies only to Pollution Contracts – i.e. Pest Control and Waste Contracts): In addition, the certificate evidencing general liability must include evidence of one of the following if applicable to the service:
 - a) Pesticide/Herbicide Endorsement, OR
 - b) An endorsement deleting the general liability pollution exclusion, OR
 - c) A separate environmental/pollution liability policy with limits not less than \$1,000,000 covering bodily injury and property damage from pollution and related clean-up costs incurred arising out of the work or services to be performed under this contract.
- 5) Workers' Compensation (Mandatory for all Contractors who have at least one employee): Contractor shall maintain workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Contractor shall furnish a certificate for Workers' Compensation issued by an insurance carrier licensed to write Workers' Compensation insurance in the State of California, including the name of the carrier and the date of expiration of insurance, or a Certificate of Consent to Self-Insure issued by the Department of Industrial Relations.
- 6) Fidelity Bond/Crime Insurance: (Applies only to contracts handling State money or securities – i.e. Armored Car Service Contracts) Contractor shall maintain Employee Dishonesty and, when applicable, Inside/Outside Money & Securities coverages for state-owned property in the care, custody and control of the Contractor. Coverage limits shall not be less than the amount scheduled in the contract. The policy shall include as Contractor. Coverage limits shall not be less than the amount scheduled in the contract. The policy shall include as loss payee the California Department of Veterans Affairs
- 7) The certificate(s) of insurance shall be on an ACORD form, or equivalent, and must show "occurrence" coverage. The certificates of insurance must also contain all of the following provisions:
 - a) Name and address of the insurance company, policy number, and beginning and ending dates of the policy.
 - b) Statement that the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
 - c) Statement that the State of California, its officers, agents, employees, and servants are included as additional insured on the policy, but only insofar as the operations under this contract.

- 8) Contractor agrees that any insurance herein provided shall be in full force and effect at all times during the term of the contract. In the event said insurance coverage expires at any time during the term of this contract, Contractor agrees to provide, at least ten (10) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. In the event contractor fails to keep in effect at all times insurance coverage herein provided, State may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.
- 9) Contractor shall notify the State within five (5) days if any insurance coverage identified in the contract is altered in any way.

8. RIGHT TO TERMINATE

- A. The State reserves the right to terminate this Contract subject to thirty (30) days written notice to the Contractor. Contractor may submit a written request to terminate this Contract only if the State should substantially fail to perform its responsibilities as provided herein. However, the Contract can be immediately terminated for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State’s notification to the Contractor.
- B. This Contract may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State’s premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

9. FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of, performance constitute default, if such delay or failure is caused by “Force Majeure.” As used in this section, “Force Majeure” is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

10. EVALUATION OF CONTRACTOR

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

11. SB/DVBE PARTICIPATION

In accordance with requirements set forth by the State, the CalVet shall enforce all laws, rules, and regulations pertaining to this program. It is the Contractors responsibility to provide CalVet with all required documents as outlined in this agreement. The CalVet reserves the right to contact each SB and DVBE identified by the Contractor to verify compliance. Failure to meet SB/DVBE requirements under Exhibit B, and Exhibit C (GTC 610), paragraphs 19.a and 19.b. may deem the Contractor to be non-responsible and rejected from future bid and contract opportunities with the CalVet.

12. LICENSES AND PERMITS

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the California Department of Veterans Affairs a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.

In the event any license(s) and/or permit(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

13. CONSULTANT – STAFF EXPENSES

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

14. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) STANDARDS FOR PRIVACY OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION

For the purpose of this contract, contractor shall comply with the federal Health Insurance Portability and Accountability Act (HIPAA), as well as State and Federal requirements for privacy protection. The definitions and obligations required by the HIPAA Standards for Privacy of Individually Identified Health Information (U.S.C. 1320d et seq.), and implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, hereinafter referred to as the Privacy Rule, remain enforce and applicable for access to protected health information, including electronic protected health information.

15. LEGAL CONTRACTS (applies only to Legal Services Contracts)

In accordance with (Public Contract Code Section (10353.5), the Contractor shall:

- A. Agree to adhere to legal cost and billing guidelines designated by the State.
- B. Adhere to litigation plans designated by the state agency.
- C. Adhere to case phasing of activities designated by the state agency.
- D. Submit and adhere to legal budgets as designated by the state agency.
- E. Maintain legal malpractice insurance in an amount not less than the amount designated by the state agency.
- F. Submit to legal bill audits and law firm audits if requested by the state agency. The audits may be conducted by employees and designees of the state agency or by any legal cost control providers retained by the state agency for purpose.
- G. Submit to a legal cost and utilization review, as determined by the state agency.



Solano County

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

Agenda Submittal

Agenda #:	14	Status:	Consent Calendar
Type:	Contract	Department:	Health and Social Services
File #:	20-519	Contact:	Gerald Huber, 784-8400
Agenda date:	07/28/2020	Final Action:	
Title:	Approve a second contract amendment with Crestwood Behavioral Health, Inc. for \$265,000 for a total contract amount of \$6,688,828 to provide psychiatric medical services from July 1, 2019 through June 30, 2020; and Authorize the County Administrator to execute the amendment		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Second Amendment, B - Link to Original Contract and First Amendment		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health & Social Services (H&SS) recommends that the Board of Supervisors approve a second contract amendment with Crestwood Behavioral Health, Inc. for \$265,000 for a total contract amount of \$6,688,828 to provide psychiatric medical services from July 1, 2019 through June 30, 2020, and authorize the County Administrator to execute the amendment.

SUMMARY:

Crestwood Behavioral Health, Inc. provides inpatient psychiatric services within their Psychiatric Hospital Facility (PHF). Under the current contract, Crestwood Behavioral Health, Inc. provides assessment, diagnosis, and psychiatric inpatient treatment services for Solano County responsible clients in a 24-hour secure setting. Individuals are typically admitted to the PHF when placed on a Welfare and Institution (W&I) Code 5150, which indicates the individual is a danger to self, others, or gravely disabled due to a mental illness.

This second amendment provides for the equivalent of 315 additional acute psychiatric bed days to fund an active capacity of ten beds per day, due to increased costs of operation and the daily rates charged to the County. Indigent clients who do not have Medi-Cal coverage also require a small differential payment, and more indigent clients were admitted in FY2019/20 than were originally anticipated based on historical data.

FINANCIAL IMPACT:

Funding for this amendment is from Federal Short Doyle Medi-Cal, 1991 and 2011 Realignment, and County General Fund. Appropriations are available in the Department's FY2019/20 Adopted Budget to fund this amendment and an accrual has been created to charge the expenditure to the proper fiscal year. There is no additional financial impact to the County General Fund.

DISCUSSION:

On June 26, 2018, the Board of Supervisors approved a \$6,423,828 contract with Crestwood Behavioral Health, Inc. for the period beginning July 1, 2018 through June 30, 2020. To maintain an effective inpatient system of care, Health & Social Services contracts with hospitals and psychiatric health facilities that flexibly accept and treat individuals who are placed under a Welfare and Institution Code 5150 hold with the primary focus of locating the appropriate level of care for an individual with persistent mental illness who is experiencing an acute exacerbation of symptoms. Admissions average ten days and are most commonly between five and fourteen days.

Crestwood Behavioral Health, Inc. is a 16-bed inpatient facility in which Solano County purchases ten (10) of the beds. The balance of the beds are purchased by Napa County (two) and San Joaquin County (four). The contracting model for this facility was intended to operate through County cooperation to mitigate financial risk to Solano County.

This is the second contract amendment for Crestwood Behavioral Health, Inc. PHF. The first amendment was for a rate increase for FY2019/20 but the original contract amount was not sufficient to cover the actual increases in total costs to operate the ten bed census.

ALTERNATIVES:

The Board may choose not to approve the second contract amendment for Crestwood Behavioral Health, Inc. This is not recommended as the County is mandated to provide psychiatric services for clients served in the County mental health system who need this inpatient level of care for their own safety and the safety of the community and clients were served for this purpose in FY2019/20. This second amendment will ensure continued inpatient psychiatric hospitalization services.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved the contract for legal sufficiency.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**SECOND AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO AND CRESTWOOD BEHAVIORAL HEALTH**

This Second Amendment ("Second Amendment") is entered into as of the 30th day of June 30, 2020, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Crestwood Behavioral Health, Inc. a Delaware for profit corporation ("Contractor").

1. Recitals

A. The parties entered into a contract dated July 1, 2018 (the "Contract"), in which Contractor agreed to provide acute psychiatric inpatient services in Psychiatric Health Facility.

B. The parties entered into a First Amendment ("First Amendment") dated August 13, 2019 to modify the daily rate per bed per day in Exhibit B – Budget Detail and Payment Provisions.

C. The County now needs to modify the Budget of the Contract.

D. This Second Amendment represents an increase of \$265,000 to the Contract.

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

2. Agreement

A. Amount of Contract

Section 3 is deleted in its entirety and replaced with: "The maximum amount of this Contract is \$6,688,828".

B. Budget

Section 1.A of Exhibit B – Budget Detail and Payment Provisions is deleted in its entirety and replaced with: "The Maximum Total Payment Amount under this Agreement is \$6,688,828."


3. Effectiveness of Contract

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

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

CRESTWOOD BEHAVIORAL HEALTH


By _____
Birgitta E. Corsello
County Administrator

Elena Mashkevich 
By _____
Elena Mashkevich
Director of County Contracts

APPROVED AS TO FORM

APPROVED AS TO CONTENT

Ryan Fitzgerald 
By _____
County Counsel, Deputy

Gerald Huber 
By _____
Gerald R. Huber, Director
Health and Social Services

The executed contract and first amendment with Crestwood Behavioral Health, Inc. can be accessed at the web pages linked below, in addition to being on file with the Clerk of the Board.

[A - Link to Crestwood Behavioral Health, Inc. Contract #3576-19](#)

[B - Link to Crestwood Behavioral Health, Inc. First Amendment #3576-19-A1](#)



Solano County

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

Agenda Submittal

Agenda #:	15	Status:	Consent Calendar
Type:	Resolution	Department:	Health and Social Services
File #:	20-524	Contact:	Gerald Huber, 784-8400
Agenda date:	07/28/2020	Final Action:	
Title:	Adopt a resolution and plaque of appreciation honoring Joanne Gonsolin, Appeals Specialist, upon her retirement from the Health and Social Services Department, Special Investigations Bureau, with over 20 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 (H&SS) recommends that the Board of Supervisors adopt a resolution and plaque of appreciation honoring Joanne Gonsolin, Appeals Specialist, upon her retirement from the Health and Social Services Department, Special Investigations Bureau, with over 20 years of dedicated public service to Solano County.

SUMMARY/DISCUSSION:

Joanne Gonsolin began her 32-year public service career with Napa County and was hired by Solano County Department of Health and Social Services on October 5, 1999 as a Medi-Cal program Eligibility Worker in the Employment and Eligibility Services Division. She was promoted to an Employment Resources Specialist II and was assigned to the CalWIN Team, the California Welfare Information Network system for the California Work Opportunity and Responsibility to Kids program (CalWORKs), on October 27, 2002. On January 28, 2007, Ms. Gonsolin was promoted to an Appeals Specialist in the Special Investigations Bureau, working first in the Overpayment Recovery Unit and then the Fair Hearing Unit.

During her tenure, Ms. Gonsolin has researched over 3,500 public assistance hearing requests in various programs such as CalWORKs, CalFresh (federal Supplemental Nutrition Assistance Program), Medi-Cal, Foster Care, Adoption Assistance, In-Home Supportive Services (IHSS), and General Assistance. She has also written over 1,595 Statements of Position, many of which have been used as a training tool for new Appeals Specialists. She has been instrumental in writing procedures for the Fair Hearing Unit and has been recognized by the State Administrative Law Judges for her excellent work. Ms. Gonsolin retired from Solano County on June 19, 2020.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the Department's FY2020/21 Preliminary Recommended Budget. The costs associated with preparation and purchase of the resolution materials and plaque are included in the Board's FY2020/21 Preliminary Budget.

ALTERNATIVES:

The Board could choose to not adopt this resolution and plaque of appreciation for Ms. Gonsolin. This is not recommended because this is an opportunity to recognize Ms. Gonsolin for her dedication and service to Solano County.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2020 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING JOANNE GONSOLIN, APPEALS SPECIALIST, UPON HER RETIREMENT FROM THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES, SPECIAL INVESTIGATIONS BUREAU, WITH OVER 20 YEARS OF DEDICATED SERVICE TO SOLANO COUNTY

WHEREAS, Joanne Gonsolin began her 32-year public service career with Napa County and was hired by Solano County Department of Health and Social Services on October 5, 1999 as a Medi-Cal program Eligibility Worker in the Employment and Eligibility Services Division; and

WHEREAS, Ms. Gonsolin was promoted to an Employment Resources Specialist II and was assigned to the California Welfare Information Network System Team for the California Work Opportunity for Responsibility for Kids (CalWORKs) on October 27, 2002; and

WHEREAS, Ms. Gonsolin was promoted to an Appeals Specialist in the Overpayment Recovery Unit on January 28, 2007 and to the Fair Hearing Unit in June 2009 in the Health and Social Services Department, Special Investigations Bureau; and

WHEREAS, Ms. Gonsolin researched over 3,500 public assistance hearing requests in various programs such as CalWORKs; CalFresh, the federal Supplemental Nutrition Assistance Program; Medi-Cal; Foster Care; Adoption Assistance; In-Home Supportive Services; and General Assistance and wrote over 1,595 Statements of Position, many of which have been used as a training tool for Appeals Specialists; and

WHEREAS, Ms. Gonsolin has been a leader among her peers where she has been instrumental in training new Appeals Specialists and in writing the Fair Hearing Unit's procedures; and

WHEREAS, Ms. Gonsolin has been a highly respected and valued member of the Department of Health and Social Services, Special Investigations Bureau; and

WHEREAS, Ms. Gonsolin retired on June 19, 2020 after more than 20 years of outstanding and dedicated service to the Solano County Department of Health and Social Services.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby recognizes Joanne Gonsolin for more than 20 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 28th day of July, 2020

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	16	Status:	Consent Calendar
Type:	Grant Funding	Department:	Probation
File #:	20-509	Contact:	Daniel DelMonte, 784-6113
Agenda date:	07/28/2020	Final Action:	
Title:	Accept a grant award from the Community Action Partnership Solano Joint Powers Authority (CAP Solano) in the amount of \$243,627 to provide temporary and permanent housing to 12 households who are under the supervision of the Solano County Probation Department and are at risk of or currently experiencing homelessness; Approve an Appropriations Transfer Request (ATR) to recognize the unanticipated revenue (4/5 vote required); and Authorize the Chief of Probation to execute a Memorandum of Understanding with CAP Solano and any other documents necessary to accept the award		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Memorandum of Understanding		

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 Probation Department recommends that the Board:

- 1) Accept a grant award from the Community Action Partnership of Solano Joint Powers Authority (CAP Solano) in the amount of \$243,627 to provide temporary and permanent housing to 12 households who are under the supervision of the Solano County Probation Department and are at risk of or currently experiencing homelessness;
- 2) Approve an Appropriations Transfer Request (ATR) to recognize the unanticipated revenue (4/5 vote required); and
- 3) Authorize the Chief of Probation to execute a Memorandum of Understanding with CAP Solano and any other documents necessary to accept the award.

SUMMARY:

The California Department of Housing and Community Development (HCD) administers the California Emergency Solutions and Housing Program (CESH). CESH funding comes from the Building Homes and Jobs Act Trust Fund, supporting a variety of activities to assist persons experiencing or at risk of homelessness, including: housing relocation and stabilization services (including rental assistance), operating subsidies for permanent housing, flexible housing subsidy funds, operating support for emergency housing interventions, and systems support for homelessness services and housing delivery systems. In March 2019,

HCD launched a Notice of Funding Availability (NOFA) for CESH in the amount of \$29 million. HCD allocated its funding to Homeless Continuum of Care (CoC) service areas based on the 2017 Point in Time Count, the number of extremely-low income households in rental housing that pay more than 50 percent of household income on rent, and the percentage of households below the federal poverty line. On behalf of local CoCs, eligible applicants for CESH are Administrative Entities (AEs) - local governments, non-profit organizations, or unified funding agencies - designated by the CoC to administer CESH funds in their service area. In the case of Housing First Solano, Solano's Homeless CoC, the CAP Solano Joint Powers Authority (JPA) is the designated AE.

CAP Solano JPA applied for and received their available allocation of \$370,006 from HCD, and on February 28, 2020 they announced a local Request for Proposals (RFP) to Solano County service providers. To be considered for the opportunity, local applicants were asked to submit proposals that aligned with one or more eligible activities identified in the CESH program that were also consistent with the CAP Solano JPA's five-year Regional Strategic Plan to Respond to Homelessness. In response to the RFP, two organizations received awards, one of which was the Probation Department receiving an award of \$243,627 to implement a Transitional Housing Rapid Rehousing (THRRH) program.

The first goal of the THRRH model is to prevent homelessness by diverting a justice involved individual who is reentering the community directly into temporary housing, as opposed to them reentering the community from an institutional setting directly to the street or a shelter. The second and primary goal of the program model is to support clients in their effort to secure and retain permanent housing through providing temporary rental assistance and supportive services. THRRH programs support clients to identify and leverage whatever they would need from a service and financial standpoint to successfully obtain and retain permanent housing. This program is designed to provide temporary and permanent housing to households who are under the supervision of the Probation Department and who are at risk of or currently experiencing homelessness. It is anticipated that the program will launch in January 2021 and will operate for 12 months, resulting in permanently housing 12 homeless or at-risk households.

FINANCIAL IMPACT:

The CAP Solano grant award provides \$243,627 for the Probation Department to implement a THRRH program, providing temporary and permanent housing to an estimated 12 households facing homelessness and under the supervision of Probation. There are no anticipated impacts to the General Fund.

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2020/21 Preliminary Budget.

DISCUSSION:

The Probation Department has traditionally relied upon utilizing 2011 Public Safety Realignment (AB109) funding to provide temporary and transitional housing assistance to homeless individuals under their supervision. Housing destinations for these clients often varies based upon available programs; however, sober living houses are more regularly the primary housing provider as they work with destabilized clients with challenging barriers to self-sufficiency. As these programs are the more common housing destination for Probation clients in need of housing, and while they are only intended to be transitional in nature, permanent housing programs have been identified by Probation Management as a critical need for this population to ensure the greatest odds of housing stability and reductions in recidivism. The path to self-sufficiency can be a challenge when exiting institutional settings as Probation clients often face barriers to employment and permanent housing, two critical components to reducing recidivism and ensuring that a household does not fall into homelessness. Without permanent housing support and stability, the odds of recidivism and homelessness increase greatly. In an effort to expand more flexible and permanent housing options for their

clients, Probation has played an active role in pursuing a variety of recent grants including the Transitional Housing Program (THP) and the Permanent Local Housing Allocation (PLHA). The pursuit of this Transitional Housing Rapid Rehousing (THRRH) program through CAP Solano furthers the intent of Probation to increase access to flexible and permanent housing options for those they serve.

Through the THRRH grant award, Probation will seek a qualified contractor that specializes in rehousing justice involved individuals to fully implement and manage the program. The contractor would provide housing services in two ways: a temporary housing component and a permanent housing component. The temporary housing component will expand available local emergency/temporary beds through utilizing a three-bedroom home that would be rented for a 12-month period. This resource would be dedicated to immediately housing Probation clients who are reentering the community from institutional settings, and who would otherwise be reentering into homelessness. Once in the temporary home, the contractor would case manage the client with a goal of ensuring access to permanent housing through assisting with housing location. Once a permanent unit is located, the contractor will assist the individual in filling out rental applications and tracking down all documentation and information needed to lease the unit. At this stage, the permanent housing component of the project will provide funding for at least the first month's rent and deposit, allowing the household to save as much of their available income as possible for retaining the unit in the months to come. As needed, depending on the employment status and income of the individual, additional rental assistance for up to three months can be made available to ensure the greatest odds of permanent housing retention.

With the primary goal of the program being to obtain/retain permanent housing, Probation clients will be supported throughout the process with a wide variety of case management and supportive services including, but not limited to, progressive case management, job placement assistance, vocational training, housing location, document readiness services, GED resources, behavioral health assessments, cognitive behavioral therapy, substance abuse counseling, relapse prevention and recovery services, and eligibility for H&SS programs such as Medi-Cal, CalWORKs, and other programs. Much of these services are available through existing Probation contractors, with the THRRH grant adding the housing related framework and services for this project. There are currently no housing programs dedicated to those exiting institutional settings in the local Homeless Continuum of Care, and this not only would create such a program, it would establish a new opportunity and partnership with an experienced housing organization to lead this effort, and perhaps develop more in the future. In the coming months, once an experienced organization is located and a contract is developed, Probation will work with the entity to also consider ways to develop more types of housing programs over time to reduce the flow of those exiting institutional settings into unsheltered homelessness, reduce impacts on existing shelter programs, and allow this vulnerable population to have the greatest odds of obtaining and retaining employment, permanent housing, and long-term self-sufficiency.

ALTERNATIVES:

The Board may choose not to accept the Transitional Housing Rapid Rehousing Grant from CAP Solano JPA. However, this is not recommended as less funding would be available to support both the temporary and permanent housing needs of Probation clients who are facing homelessness.

OTHER AGENCY INVOLVEMENT:

The Probation Department collaborated with the County Administrator's Office on this project.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



COMMUNITY ACTION PARTNERSHIP SOLANO
JOINT POWERS AUTHORITY

CAP Solano JPA

Attention:

Dawn La Bar,

Chair/Executive Director

1000 Webster St.

Fairfield, CA 94533

707.428.7749

707.428.7798

capsolanojpa.org

JPA Board of Directors

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City of Suisun City

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Secretary

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City of Rio Vista

Judy Shepard-Hall

City of Vallejo

MEMORANDUM OF UNDERSTANDING
BETWEEN
COMMUNITY ACTION PARTNERSHIP OF SOLANO, JPA
AND
SOLANO COUNTY PROBATION DEPARTMENT
TRANSITIONAL HOUSING-RAPID REHOUSING HYBRID PROGRAM

This MEMORANDUM OF UNDERSTANDING (MOU) is made on August 1, 2020("Effective Date"), by and between the Solano County Probation Department ("Solano County Probation"), a municipal corporation, and Community Action Partnership of Solano, JPA ("CAP Solano JPA"), a joint powers authority of Solano County, together referred to as the "Party" or "Parties" in this agreement.

Whereas, CAP Solano JPA has received funding from the California Department of Housing and Community Development ("HCD") under the California Emergency Solutions & Housing Program ("CESH") to fund eligible activities relating to homelessness within the Vallejo/Solano Continuum of Care ("CoC") service area; and

Whereas, CAP Solano JPA now wishes to contract with SOLANO COUNTY PROBATION to support shelter diversion and rental assistance, housing relocation and stabilization services to ensure housing affordability to individuals experiencing homeless or who are at risk of homelessness as an eligible CESH activity; and

Whereas, SOLANO COUNTY PROBATION wishes to operate the TRANSITIONAL HOUSING-RAPID REHOUSING HYBRID (THRRH) Program, including transitional housing, housing relocation and stabilization services, rental assistance such as security deposits and rent payments, and case management; and

Whereas, SOLANO COUNTY PROBATION will administer the THRRH Program to eligible individual adults that are reentering the community from jail or another institutional setting, are under the supervision of Solano County Probation, and who have been identified as homeless upon reentry in the CoC area.



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

NOW THEREFORE, the parties hereby agree as follows:

SOLANO COUNTY PROBATION'S OBLIGATIONS

- SOLANO COUNTY PROBATION agrees to develop the THRRH Program pursuant to this MOU, for the benefit of those who meet the HUD definition of homeless in Solano County.
- SOLANO COUNTY PROBATION agrees to work with CAP Solano JPA and/or its Fiscal Agent, in order to facilitate the evaluation of the effectiveness of this program and to provide information on the progress of the program.
- SOLANO COUNTY PROBATION agrees to designate a primary staff member as the point of contact for the purposes of the administration of this MOU.
- SOLANO COUNTY PROBATION agrees to incur and fully expend all grant funds for the services and activities outlined in Attachment A, Scope of Work/Project Description, on or before December 31, 2024 ("Expenditure Deadline").
- SOLANO COUNTY PROBATION agrees that expenses incurred or expended prior to the Effective Date or after the Expenditure Deadline shall not be eligible for reimbursement under this MOU and if paid to SOLANO COUNTY PROBATION, must be returned to CAP Solano JPA. "Expended" means all CESH funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.
- SOLANO COUNTY PROBATION agrees that rental assistance provided shall not exceed 48 months for each assisted household and rent payments shall not exceed two times the current HUD fair market rent for the local area, as determined pursuant to 24 CFR part 888.
- SOLANO COUNTY PROBATION agrees to accept all referrals for eligible individual adults that are reentering the community from jail or another institutional setting, and are under the supervision of Solano County Probation, only through Resource Connect Solano, the Vallejo/Solano CoC Coordinated Entry System, except when providing services to those who are housed but currently at risk of homelessness.
- SOLANO COUNTY PROBATION agrees to prioritize assistance to homeless individuals and families over assistance to individuals and families at risk of homelessness.
- SOLANO COUNTY PROBATION agrees to provide all documentation of services and activities outlined in Attachment A, Scope of Work/Project Description including documentation that services and activities are eligible per CESH requirements and this MOU.



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

- SOLANO COUNTY PROBATION agrees to provide monthly written progress reports, documenting efforts to provide services outlined in Attachment A, Scope of Work/Project Description and expenditure reports containing expenditure details for the provision of services as outlined in Attachment B, Reporting Requirements.
- SOLANO COUNTY PROBATION agrees to provide any additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with available CESH funds, as requested by CAP Solano JPA during the term of this MOU.
- SOLANO COUNTY PROBATION agrees that, in accordance with the HFS Grievance Policy pending approval, any person participating in the Resource Connect Solano process or interacting with programs in the Solano County homeless system of care has the right to file a grievance based on the quality of service they receive. CAN-B further agrees to ensure everyone accessing services under this MOU receives an explanation of their right to file a grievance and receives a grievance form upon intake or upon accessing services and to collect and retain documentation evidencing these actions for everyone accessing services under this MOU, when the grievance policy becomes available.
- SOLANO COUNTY PROBATION must use the Homeless Management Information System (HMIS) to input, track, and report on client-level data for everyone accessing services under this MOU.
- SOLANO COUNTY PROBATION must participate, to the maximum extent possible, in Case Conferencing and By Name List meetings held by Resource Connect Solano.

CAP SOLANO JPA'S OBLIGATIONS

- CAP Solano JPA agrees to provide fiscal support by means of a grant in the amount of One Hundred Fifty Five Thousand Seven Hundred Ninety Nine dollars and no cents (\$155,799.00) to SOLANO COUNTY PROBATION for the purpose and project supporting shelter diversion as specified in Attachment A, Scope of Work/Project Description.
- CAP Solano JPA agrees to provide fiscal support by means of a grant in the amount of Eighty Seven Thousand Eight Hundred Twenty Eight dollars and no cents (\$87,828.00) to SOLANO COUNTY PROBATION for the purpose and project supporting rental assistance as specified in Attachment A, Scope of Work/Project Description.



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

- CAP Solano JPA will provide payments according to the schedule and amounts listed in Attachment C, Payment Schedule. In no event shall payments exceed the total grant award of Two Hundred Forty Three Thousand Six Hundred Seven dollars and no cents (\$243,627.00) for the term of this MOU.
- CAP Solano JPA reserves the right to withhold any further payments, and move to terminate this MOU, and to recoup any funds the JPA determines are ineligible for disbursement in accordance with the requirements of CESH and terms of this MOU, and if the terms and conditions set forth in Attachment A and/or B are not met, including timely reporting. Determination by CAP Solano JPA or HCD of the eligibility of any expenditure shall be final. If the eligibility of any expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and CAP Solano JPA or HCD shall determine the reimbursement method for the amount disallowed.
- CAP Solano JPA agrees to designate a primary staff member as the point of contact for the purposes of the administration of this MOU.
- CAP Solano JPA agrees to provide technical assistance to SOLANO COUNTY PROBATION, as needed and/or requested during the term of this MOU.

TERM AND TERMINATION

The effective date of this Memorandum shall be August 1, 2020 (“Effective Date”) and will remain in force up to July 31, 2025 (“Expiration Date”).

All expenditures under the grant must be incurred between the Effective Date and December 31, 2024 (“Expenditure Deadline”).

This MOU, and its attachments, constitutes the entire agreement between CAP Solano JPA and SOLANO COUNTY PROBATION and, except as otherwise specified in this MOU, may be amended only by both CAP Solano JPA and SOLANO COUNTY PROBATION’s agreement in writing, and executed by a duly authorized person of each party.

Either party may terminate this MOU upon thirty (30) days’ prior written notice to the other party. In the event of the failure of either party to meet the specified obligations, the agreement may be terminated within thirty (30) days’ notice of the failure, if the obligation is still not met at that time. At the time of termination, CAP Solano JPA may seek to recoup funds and will not release additional funds to SOLANO COUNTY PROBATION, as applicable.



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

Upon termination of the MOU, SOLANO COUNTY PROBATION will reimburse CAP Solano JPA for any funds not expended on the project by the effective date of the termination. At the date of termination, CAP Solano JPA will cease to be liable to SOLANO COUNTY PROBATION for any grant funds committed pursuant to this MOU.

OTHER PROVISIONS

Assignment: SOLANO COUNTY PROBATION shall not assign this MOU or monies due without the prior written consent of CAP Solano JPA.

Conflicts of Interest: SOLANO COUNTY PROBATION represents that SOLANO COUNTY PROBATION and/or SOLANO COUNTY PROBATION's employees and/or their immediate families and/or Board of Directors and/or officers have no interest in the awarding of this MOU, 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 MOU. SOLANO COUNTY PROBATION shall employ or retain no such person while rendering services under this MOU. Services rendered by SOLANO COUNTY PROBATION associates or employees shall not relieve SOLANO COUNTY PROBATION from personal responsibility under this clause.

SOLANO COUNTY PROBATION has an affirmative duty to disclose to CAP Solano JPA in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest with the awarding of this MOU.

Good Standing. CAP Solano JPA has the sole authority to determine if SOLANO COUNTY PROBATION is in good standing with this MOU. CAP Solano JPA may determine that SOLANO COUNTY PROBATION is not in good standing based on relevant quality, payment or other business concerns.

SOLANO COUNTY PROBATION agrees to ensure that SOLANO COUNTY PROBATION is qualified to do business and in good standing with the California Secretary of State and the California Franchise Tax Board. Failure to comply with these conditions may result in termination of this MOU.

Audit. CAP Solano JPA or HCD reserve the right to perform or cause to be performed a financial audit. The audit shall be performed by an independent certified public accountant and may be paid with CAP Solano JPA CESH administrative funds. SOLANO COUNTY PROBATION agrees to cooperate with any such audit. If there are audit findings, SOLANO COUNTY PROBATION must submit a detailed response acceptable to CAP Solano JPA and/or HCD within 60 days from the date of the audit finding report.



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

CAP Solano JPA reserves the right to audit data submissions prior to payment. Upon request, SOLANO COUNTY PROBATION agrees to provide copies of the supporting documentation based on the obligations of this MOU.

Non-Discrimination. SOLANO COUNTY PROBATION and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex (gender), race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave and any other characteristics covered under State and federal law. SOLANO COUNTY PROBATION and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

Document Inspection and Retention. SOLANO COUNTY PROBATION agrees to retain documents related to the expenditure of grant funds and activities that were performed during the term of this MOU for a period of at least five (5) years after the Expiration Date or with any period expressed in any applicable State or Federal Laws, whichever is greater.

SOLANO COUNTY PROBATION agrees that CAP Solano JPA or HCD or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this MOU. SOLANO COUNTY PROBATION agrees to provide relevant information requested. SOLANO COUNTY PROBATION agrees to permit access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the CESH Statutes, NOFA and this MOU.

Drug-Free Workplace: By signing this agreement, SOLANO COUNTY PROBATION hereby certifies, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace.

Child/Adult Abuse: If services pursuant to this MOU will be provided to children and/or elder adults, SOLANO COUNTY PROBATION represents that SOLANO COUNTY PROBATION 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.



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

Special Conditions: By signing this agreement, SOLANO COUNTY PROBATION hereby certifies that SOLANO COUNTY PROBATION is aware of and agrees to comply with the following conditions governing the use of CESH funds:

1. Activities funded with this grant must be in compliance or otherwise aligned with the Health and Safety Code Section 50490.
2. Services must be provided in a manner consistent with the housing first practices described in California Code of Regulations, title 25, Section 8409(b)(1)-(6) and Welfare and Institutions Code Section 8255(b).
3. SOLANO COUNTY PROBATION agrees to provide CAP Solano JPA or HCD access to HMIS data collected and entered into HMIS, upon request.
4. Have knowledge of the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Code Section 10115.10.

Compliance with Law. SOLANO COUNTY PROBATION agrees to comply with:

- All federal, state, and local licensing standards, all applicable accrediting standards, building codes, and any other standards or criteria established federally, by the State, or locally.
- Maintaining at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
- Maintaining, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by SOLANO COUNTY PROBATION in performing under this MOU.
- All applicable State and Federal laws, rules, and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to this MOU during the term of this MOU.

Compliance with Monitoring/Performance Assessment: Authorized representatives of the JPA and/or HCD may inspect and/or audit SOLANO COUNTY PROBATION's performance, place of business and/or records pertaining to this MOU.

SOLANO COUNTY PROBATION agrees to comply with all CAP Solano JPA program monitoring requirements and performance assessment activities including, but not limited to: semi-annual on-site review of files, financial documents, reports and other information in connection with grant funds and activities performed during or after the term of this MOU. SOLANO COUNTY PROBATION agrees to allow CAP Solano JPA to inspect work performed during the term of this MOU with reasonable notice during regular business hours and to provide information and documentation that the work being performed and that has been performed is in accordance with applicable Federal, State and/or local requirements and this MOU.



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

Insurance: Without limiting SOLANO COUNTY PROBATION's obligation to indemnify CAP Solano JPA, SOLANO COUNTY PROBATION must procure and maintain for the duration of the MOU 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 MOU and the results of that work by SOLANO COUNTY PROBATION, SOLANO COUNTY PROBATION's agents, representatives, employees or subcontractors.

Coverage must be at least as follows:

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code1 (any auto).
- c. Worker's compensation insurance as required by the State of California and Employer's Liability Insurance.

SOLANO COUNTY PROBATION must maintain limits no less than:

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



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

To the extent coverage is applicable to SOLANO COUNTY PROBATION's services under this MOU, SOLANO COUNTY PROBATION must maintain the following insurance coverage:

- | | | |
|----------------------------|--------------------|--|
| a. Cyber Liability: | \$1,000,000 | Per incident with the aggregate limit twice the required limit. |
| | | |
| b. Professional Liability: | \$1,000,000 | Combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this MOU. |

If SOLANO COUNTY PROBATION maintains higher limits than the minimums shown above, CAP Solano JPA is entitled to coverage for the higher limits maintained by SOLANO COUNTY PROBATION.

SOLANO COUNTY PROBATION must provide a financial guarantee satisfactory to CAP Solano JPA guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any deductibles or self-insured retentions must be declared to and approved by CAP Solano JPA.

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

- a. CAP Solano JPA, 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 SOLANO COUNTY PROBATION; and with respect to liability arising out of work or operations performed by or on behalf of SOLANO COUNTY PROBATION 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 SOLANO COUNTY PROBATION'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 MOU, SOLANO COUNTY PROBATION's insurance coverage must be the primary insurance with respect to CAP Solano JPA, its officers, officials, agents, employees, and volunteers. Any insurance maintained by CAP Solano JPA, its



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

officers, officials, agents, employees, or volunteers is in excess of SOLANO COUNTY PROBATION's insurance and shall not contribute to it.

- c. Should any of the above described policies be cancelled prior to the policies' expiration date, SOLANO COUNTY PROBATION agrees that notice of cancellation will be delivered.

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 CAP Solano JPA.

Verification of Coverage

- a. SOLANO COUNTY PROBATION must furnish CAP Solano JPA with original certificates and endorsements effecting coverage required by this MOU.
- b. CAP Solano JPA must receive and approve all certificates and endorsements before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.
- c. CAP Solano JPA reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

Indemnification: SOLANO COUNTY PROBATION will indemnify, hold harmless and assume the defense of CAP Solano JPA and CAP Solano JPA's 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 SOLANO COUNTY PROBATION's operations or from any persons directly or indirectly employed by, or acting as agent for SOLANO COUNTY PROBATION, excepting the sole negligence or willful misconduct of CAP Solano JPA. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of SOLANO COUNTY PROBATION's services, as well as during the progress of rendering such services.

CAP Solano's acceptance of SOLANO COUNTY PROBATION's insurance does not relieve SOLANO COUNTY PROBATION from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by SOLANO COUNTY PROBATION's operations regardless if any insurance is applicable or not.

Notice: Any notice necessary to the performance of this MOU shall be given in writing by personal delivery or by prepaid first-class mail.



COMMUNITY ACTION PARTNERSHIP SOLANO
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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.

The JPA's Obligation Subject to Availability of Funds: CAP Solano's obligation under this MOU is subject to the availability of authorized funds. CAP Solano JPA may terminate the MOU, or any part of the MOU work, without prejudice to any right or remedy of CAP Solano JPA, 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 MOU, or any subsequent amendment, CAP Solano JPA may, upon written Notice to SOLANO COUNTY PROBATION, terminate this MOU in whole or in part.

Payment shall not exceed the amount allowable for appropriation by CAP Solano JPA. If the MOU is terminated for non-appropriation of funds:

- a. CAP Solano JPA will be liable only for payment in accordance with the terms of this MOU for services rendered prior to the effective date of termination; and
- b. SOLANO COUNTY PROBATION shall be released from any obligation to provide further services pursuant to this MOU that are affected by the termination.

This MOU is void and unenforceable if all or parts of funding applicable to this MOU are not available to CAP Solano JPA. If applicable funding is reduced, CAP Solano JPA may either:

- a. Cancel this MOU; or,
- b. Offer an amendment reflecting the reduced funding.

Entire Agreement. This MOU constitutes the entire agreement between CAP Solano JPA and SOLANO COUNTY PROBATION. There are no terms, conditions or obligations made or entered into by the parties other than those contained in it.

Execution. The undersigned hereby warrants that s/he has the requisite authority to enter into this MOU on behalf of the parties and thereby bind the parties to the terms and conditions of the same.

Community Action Partnership of Solano, JPA,
a Joint Powers Authority

SOLANO COUNTY PROBATION,
a municipal corporation

By _____
Dawn La Bar, Board Chair/Executive Director

By _____
Christopher Hansen, Chief Probation Officer



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

ATTACHMENT A SCOPE OF WORK/PROJECT DESCRIPTION

SHELTER DIVERSION

SOLANO COUNTY PROBATION will provide shelter diversion assistance to at least 12 individuals. Assistance will be provided through a three-bedroom home to be rented for a 12-month period, used to immediately house individuals reentering the community from institutional settings and under supervision with Solano County Probation that would otherwise be unsheltered.

100% of clients served will enter into permanent housing after exiting the program.

RENTAL ASSISTANCE

SOLANO COUNTY PROBATION will provide rental assistance, housing relocation and stabilization services to at least 12 individuals reentering the community from institutional settings and under supervision with Solano County Probation. Services will include at least first month's rent and deposit, as well as additional rental assistance up to 3 months, as needed.

SOLANO COUNTY PROBATION WILL PROVIDE TO ALL PROGRAM PARTICIPANTS:

Supportive case management and services through the Volunteers of America (VOA), Probation, Health and Social Services (H&SS), and other service providers.

Assistance to obtain/retain permanent housing.

Supportive services including, but not limited to:

- Progressive case management;
- Behavioral health assessments,
- Cognitive behavioral therapy,
- Substance abuse counseling,
- Relapse prevention and recovery services,
- Life skills,
- Vocational training,
- Job placement assistance,
- GED resources,



COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

- Eligibility for General Assistance, Medi-Cal, CalFRESH, and other eligibility programs, and
- Document readiness services (CA ID, Birth Certificates, etc)

ATTACHMENT B REPORTING REQUIREMENTS

Commencing on the effective date of this agreement, SOLANO COUNTY PROBATION agrees to provide written progress and detailed expenditure reports, documenting efforts to provide and fund services outlined in Attachment A. Progress and expenditure reports are due monthly. Progress and expenditure reports are due no later than 30 days after the end of the month. If the 30th falls on a weekend or holiday, the report is due the following business day. All reports shall include, as applicable:

1. The number of homeless persons served;
2. The number of unsheltered homeless persons served and the average length of time spent as homeless before entry into the program or project;
3. The number of homeless persons exiting the program or project to permanent housing;
4. The number of persons that return to homelessness after exiting the program or project;
5. Percent increase in income from program entry and program exit for each person served;
6. Percent of persons served that were connected with non-cash benefits;
7. Percent of persons served that were connected to case management;
8. Percent of persons served that maintained permanent housing for at least one year;
9. Percent of persons served that returned to homelessness after exit;
10. Status of expenditures to Project Budget submitted with application for funding included as Attachment D. Include a written explanation for any variances;
11. Summary of ongoing collaborative efforts with the Regional Strategic Plan, Resource Connect Solano, Housing First Solano and/or other homeless programs including the alignment between CESH funding priorities and "Housing First" principles adopted by HCD;
12. Source of referrals received and outcome;
13. Listing of attendance at Resource Connect Solano Case Conferencing and By Name List meetings, list of referrals received, rejected, and accepted. Of referrals rejected, provide reason/s and if further referral was provided. Of referrals accepted, provide outcome/s.
14. Listing of attendance at meetings pertaining to Coordinated Entry, including trainings and policy and procedure meetings.
15. Description of the following services provided:
 - a. Shelter Diversion.
 - b. Rental assistance.
 - c. Supportive services for the term of this MOU.
 - d. Case management services in keeping with the principles of Housing First.



COMMUNITY ACTION PARTNERSHIP SOLANO
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- e. Status of each client served attaining and maintaining housing once temporary assistance is terminated.

16. Other measures that may be identified by CAP Solano JPA or HCD during the term of this MOU. Monthly progress reports are due as follows:

Reporting Month	Due Last Day of the Month
<i>Initial:</i>	
August	September
<i>Each Year of MOU:</i>	
September	October
October	November
November	December
December	January
January	February
February	March
March	April
April	May
May	June
June	July
July	August
<i>Final:</i>	
January 1, 2025 – March 31, 2025	Any additional information or supporting documentation requested by CAP Solano JPA for submission to HCD

Requests for payments, monthly reporting, and other correspondence regarding this grant should be submitted electronically to: Karen.Craig@CityofVacaville.com

Submissions may also be made by mail or fax to: CAP Solano JPA c/o City of Vacaville, Treasurer, 40 Eldridge Avenue, Suite 2, Vacaville, CA 95688 –or- 707- 449-5683, Attn: Karen Craig



COMMUNITY ACTION PARTNERSHIP SOLANO
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ATTACHMENT C
PAYMENT SCHEDULE

1. Supporting documentation must be submitted with expenditure/reimbursement requests to include proof of payment and proof of client income and/or other documentation as requested. Expenditure reimbursement requests are due on the last day of each month. If the last day falls on the weekend or holiday, the report is due the following business day.
2. Grant funds requests shall be due in accordance with the guidelines of this payment schedule.

Reporting Month	Due Last Day of the Month
<i>Initial:</i>	
August	September
<i>Each Year of MOU:</i>	
September	October
October	November
November	December
December	January
January	February
February	March
March	April
April	May
May	June
June	July
July	August
<i>Final:</i>	
January 1, 2025 – March 31, 2025	Any additional information or supporting documentation requested by CAP Solano JPA for submission to HCD



COMMUNITY ACTION PARTNERSHIP SOLANO
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3. The following requirements must be satisfied prior to disbursement:
 - a. There shall exist no condition, event, or act which would constitute a breach of the MOU between CAP Solano JPA and SOLANO COUNTY PROBATION.
 - b. Supporting documentation must be submitted with expenditure/reimbursement requests to include proof of payment and proof of client income, eligibility factors and/or other documentation as requested.
4. Once approved, but not more frequently than one (1) time per month, funds will be disbursed no later than fifteen (15) business days. Checks may be mailed directly to the grantee or transferred by direct deposit.
5. In the event that CAP Solano JPA Fiscal Agent disapproves of a draw request, SOLANO COUNTY PROBATION will be provided a written notice of such disapproval and the reasons for such disapproval.

Requests for payments, monthly reporting, and other correspondence regarding this grant should be submitted electronically to: Karen Craig@cityofvacaville.com.

Submissions may also be made by mail to: Attn: Vivien Togonon, CAP Solano JPA c/o City of Vacaville, Fiscal Agent, 40 Eldridge Avenue, Suite 2, Vacaville, CA 95688 Or fax (707) 449-5683, Attn: Karen Craig



Solano County

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

Agenda Submittal

Agenda #: 17
Type: Resolution
File #: 20-525
Agenda date: 07/28/2020
Status: Consent Calendar
Department: Probation
Contact: Christopher Hansen, 784-4803
Final Action:
Title: Adopt a resolution authorizing the Solano County Probation Department to participate in the U.S. Department of Justice's Office of Justice Programs (OJP), Bureau of Justice Assistance's (BJA) FY 2020 Coronavirus Emergency Supplemental Funding Program; and Authorize the Chief of Probation or his designee to execute Grant Agreement Number 2020-VD-BX-1622 with the OJP for the program effective July 1, 2020 through January 31, 2022 in the amount of \$58,008
Governing body: Board of Supervisors
District: All
Attachments: A - Resolution, B - Award Letter

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 Chief of Probation recommends that the Board of Supervisors:

1. Adopt a resolution authorizing the Solano County Probation Department to participate in the U.S. Department of Justice's Office of Justice Programs (OJP), Bureau of Justice Assistance's (BJA) FY 2020 Coronavirus Emergency Supplemental Funding Program.
2. Authorize the Chief of Probation or his designee to execute Grant Agreement Number 2020-VD-BX-1622 with the OJP for the program effective July 1, 2020 through January 31, 2022 in the amount of \$58,008.

SUMMARY:

The Solano County Probation Department submitted a grant application in response to the BJA Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 formula grant to provide funding to assist states and local units of government in preventing, preparing for, and responding to the coronavirus. Funds can be used to cover operational needs such as overtime pay, hiring, purchase of equipment or supplies, training, travel expenses and addressing medical needs of detainees related to the coronavirus.

Grant funds in the amount of \$58,008 have been awarded to the Solano County Probation Department to assist in responding to the coronavirus pandemic. The department operates a 24-hour per day, 7 days per week Juvenile Detention Facility (JDF). To minimize exposures to the coronavirus/COVID-19 within the JDF, \$38,646 (67%) will be spent on purchasing Seal Shield Electroclave cabinets that will disinfect and sanitize

mobiles devices and other high-touch objects. The remaining \$19,362 (33%) will be used to cover overtime and extra help related expenses. The funding period will be July 1, 2020 through January 31, 2022.

FINANCIAL IMPACT:

The funding will be used to cover 100% of the cost of the Seal Shield Electroclave cabinets. There is no additional impact to the County General Fund for the funding period.

DISCUSSION:

On March 4, 2020, Governor Newsom declared a state of emergency as California faced a life-threatening pandemic caused by the coronavirus/COVID-19 virus. In response, on March 17, 2020, the Solano County JDF Leadership Team met with Solano County Public Health to review operations and protocols under the current COVID-19 guidelines and social distancing efforts. With concerns of the infectiousness of the coronavirus, JDF incurred additional overtime costs to cover staff leave and absences.

The JDF is centrally located in the city of Fairfield and is a 24-hour per day, 7-days per week facility and receives bookings from all areas of the county. Currently, the JDF operates four housing units, whereby, youth are separated by age, risk level, criminal sophistication, and individual needs. Each unit is set up to ensure operational functionality and responsiveness to the detained youth. On a daily basis, programming and operations within JDF generate potential risk for exposure to the coronavirus, as youth are provided with educational and programming opportunities that rely on the use of technology, such as handheld mobile devices and laptops. Staff who provide supervision to the youth use handheld radios, keys and handcuffs throughout their shifts. These items need to be disinfected and sanitized, sometimes several times per day, to ensure the JDF can minimize exposures to respiratory pathogens including SARS-CoV-2, the virus that causes coronavirus/COVID-19.

The acquisition of the four Seal Shield Electroclave cabinets will assist JDF in disinfecting and sanitizing mobile devices and other high-touch objects preventing the potential spread of germs including COVID-19. Using the Seal Shield Electroclave cabinets to disinfect areas and high-touch devices within the facility is the most efficient method to fight against viruses and bacteria using available technology.

ALTERNATIVES:

The Board of Supervisors could choose not to approve the grant award and explore other ways to provide daily sanitary and disinfectant cleaning at JDF. This is not recommended, as this grant allows for and provides the means to clean equipment on-site for immediate use when necessary while not impacting the General Fund.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2020 - _____

**RESOLUTION AUTHORIZING THE SOLANO COUNTY PROBATION DEPARTMENT
TO PARTICIPATE IN THE DEPARTMENT OF JUSTICE'S OFFICE OF JUSTICE
PROGRAMS, BUREAU OF JUSTICE'S ASSISTANCE FY2020 CORONAVIRUS
EMERGENCY SUPPLEMENTAL FUNDING PROGRAM**

Whereas, the Solano County Probation Department desires to participate in U.S. Department of Justice's Office of Justice Programs (OJP), Bureau of Justice's Assistance (BJA) FY2020 Coronavirus Emergency Supplemental Funding Program; and

Whereas, the OJP requires 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 OJP, including any amendments thereof; and

Further Resolved, that the federal grant funds received hereunder shall not be used to supplant expenditures controlled by this body; and

Further Resolved, that the Solano County Probation Department agrees to abide by the special conditions and regulations governing the BJA Coronavirus Emergency Supplemental Funding Program.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on July 28, 2020 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



Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

June 8, 2020

Ms. Birgitta Corrello
County of Solano
675 Texas St. Suite 6500
Fairfield, CA 94533-6342

Dear Ms. Corrello:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by County of Solano for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$58,008. These funds are for the project entitled Solano County Coronavirus Emergency Response.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should County of Solano accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Linda Hill-Franklin, Program Manager at (202) 514-0712; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan", is located below the "Sincerely," text.

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)

Office of Justice Programs

Office of Civil Rights

Washington, DC 20531

June 8, 2020

Ms. Birgitta E. Corrello
County of Solano
675 Texas St. Suite 6500
Fairfield, CA 94533-6342

Dear Ms. Corrello:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

County of Solano
675 Texas St. Suite 6500
Fairfield, CA 94533-6342

4. AWARD NUMBER: 2020-VD-BX-1622

5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022
BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022

6. AWARD DATE 06/08/2020

7. ACTION

2a. GRANTEE IRS/VENDOR NO.

946000572

8. SUPPLEMENT NUMBER

00

Initial

2b. GRANTEE DUNS NO.

043278352

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

Solano County Coronavirus Emergency Response

10. AMOUNT OF THIS AWARD

\$ 58,008

11. TOTAL AWARD

\$ 58,008

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH
ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.034 - Coronavirus Emergency Supplemental Funding Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Birgitta E. Corrello
County Administrator

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT
X	B	VD	80	00	00		58008

21. VVDUGT1734



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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Grant**

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PROJECT NUMBER 2020-VD-BX-1622

AWARD DATE 06/08/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



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**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-1622

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SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



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PROJECT NUMBER 2020-VD-BX-1622

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SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



Department of Justice (DOJ)
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SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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SPECIAL CONDITIONS

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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SPECIAL CONDITIONS

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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SPECIAL CONDITIONS

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.



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33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
34. FFATA reporting: Subawards and executive compensation
- The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.
- This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
35. Required monitoring of subawards
- The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
36. Use of program income
- Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.
37. Justice Information Sharing
- Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.
38. Avoidance of duplication of networks
- To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.



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39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bjagov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account(including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).



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42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for County of Solano

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.

 <div>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</div>	GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY Grant	
	PROJECT NUMBER 2020-VD-BX-1622	PAGE 1 OF 1
This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C		
1. STAFF CONTACT (Name & telephone number) Linda Hill-Franklin (202) 514-0712	2. PROJECT DIRECTOR (Name, address & telephone number) Ruben Vang Manager 475 Union Ave Fairfield, CA 94533-6319 (707) 784-2824	
3a. TITLE OF THE PROGRAM BJA FY 20 Coronavirus Emergency Supplemental Funding Program		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
4. TITLE OF PROJECT Solano County Coronavirus Emergency Response		
5. NAME & ADDRESS OF GRANTEE County of Solano 675 Texas St. Suite 6500 Fairfield, CA 94533-6342	6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD FROM: 01/20/2020 TO: 01/31/2022	8. BUDGET PERIOD FROM: 01/20/2020 TO: 01/31/2022	
9. AMOUNT OF AWARD \$ 58,008	10. DATE OF AWARD 06/08/2020	
11. SECOND YEAR'S BUDGET	12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD	14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers. NCA/NCF		



Solano County

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

Agenda Submittal

Agenda #:	18	Status:	Consent Calendar
Type:	Contract	Department:	Resource Management
File #:	20-529	Contact:	Bill Emlen, 784-6062
Agenda date:	07/28/2020	Final Action:	
Title:	Authorize the Director of Resource Management to execute an agreement between Solano County and the City of Benicia for Lake Herman Road Improvements and Chip Seal project; Authorize the Director of Resource Management to execute an agreement between Solano County and the City of Vallejo for Sidewalk Improvements and Chip Seal project; and Authorize the Director of Resource Management to solicit bids, award, and execute construction contracts, up to \$2.65 million, for the two construction contracts		
Governing body:	Board of Supervisors		
District:	District 1 and District 2		
Attachments:	A - Location Map, B - Benicia Agreement, C - Vallejo Agreement		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board of Supervisors authorize the Director of Resource Management to execute an agreement between Solano County and the City of Benicia for Lake Herman Road Improvements and Chip Seal project; Authorize the Director of Resource Management to execute an agreement between Solano County and the City of Vallejo for Sidewalk Improvements and Chip Seal project; and Authorize the Director of Resource Management to solicit bids, award, and execute construction contracts, up to \$2.65 million, for the two construction contracts.

SUMMARY:

Lake Herman Road is a two-lane Route of Regional significance that connects Benicia, unincorporated Solano County, Vallejo, and Interstate 680. Lake Herman Road needs shoulder widening and reconstruction, from Reservoir Road to 0.8 miles west, to enhance safety through both the City of Benicia and unincorporated Solano County jurisdictions. It also needs maintenance treatments, from Reservoir Road to Highway 680, approximately 1.3 miles in the City of Benicia, to bring that portion of road into a state of good repair. Staff from the Department of Resource Management and the City of Vallejo have worked on a proposed agreement which provides for the process, contract administration, and funding responsibilities to construct the road improvements. The Benicia Agreement also includes reimbursement for 1.3 miles of chip seal maintenance by Solano County's Operations Division.

In the Homeacres and Starr Subdivision areas of unincorporated Vallejo, there are mix of aged sidewalks and unimproved (dirt) walkways that need sidewalk improvements constructed to current standards. The unimproved walkways exist as gap connections between the unincorporated and incorporated portions of

Vallejo. Staff from the Department of Resource Management and the City of Vallejo have worked on a proposed agreement which provides for the process, contract administration, and funding responsibilities to construct the sidewalk improvements. The Vallejo Agreement also includes reimbursement for 3 miles of chip seal maintenance by Solano County's Operations Division on the City of Vallejo's Benicia Road, South Regatta Drive, and Columbus Parkway.

With the Board's authorization, the Director of Resource Management will execute both agreements, and then solicit, award, and execute two construction contracts for the improvements. The chip seal work in the agreements will be added on the list of roads that Operations Division plans to chip seal this fiscal year.

FINANCIAL IMPACT:

The agreements stipulate that staff in the Department of Resource Management (DRM) will complete the project designs with input from City staff. DRM will then administer construction contracts to complete the work, and the cities will pay proportionate shares of the project costs. Of the \$2.65 million in construction costs to be paid by the Solano County Road Fund, approximately \$1.2 million will be reimbursed by the cities under the terms of the agreements. These projects have no impact on the County General Fund. The costs associated with preparing the agenda item are nominal and absorbed by the Department's FY2020/21 Preliminary Budget.

DISCUSSION:

Lake Herman Road has been identified as a Route of Regional Significance in the Solano County Arterials, Highways, and Freeways Plan due to its connection value in the event of shutdowns on Interstate 80, 680, or 780. Various projects and improvements have been completed on Lake Herman Road over the last decade to improve geometry and enhance the safety of most of the road. There remains 0.8 miles west of Reservoir Road (0.3 miles County and 0.5 miles City) that needs paved shoulders to meet minimum width geometric standards. The project design includes some minor vegetation removal along the route but preserves healthy trees along the corridor in accordance with the Road Improvement Standards tree preservation policy. The construction cost is estimated to be approximately \$1.575 million.

Design exceptions for the Lake Herman Road improvements include shoulder constraints, as well as some trees and slopes within the clear recovery zone standards of the Highway Design Manual. These exceptions exist due to environmental constraints, limitations in right of way dimensions, and cost constraints. Given these exceptions, shoulder widening has been shown to enhance safety and improve accident rates independent of most other factors.

The sidewalk improvements in the Vallejo agreement will provide necessary pedestrian enhancements and connections. This Vallejo area project represents the first phase of sidewalk improvements that are planned to be completed over the next 5 years, as the County upgrades its aged inventory of sidewalks in this area. The construction cost is estimated to be approximately \$1.075 million. The sidewalk contract work will also include some limited replacements in the Green Valley Area.

The agreements also include \$312,000 in chip seal work on approximately 4 miles of city roads that will be completed by Operations Division as part of their normal chip seal work this fiscal year. The Capital Improvement Plan had anticipated approximately 5 miles of chip seal work for cities as part of annual workload.

Solano County, the City of Benicia, and the City of Vallejo have shared a long-term interest in collaborating on projects to maintain and improve these roads. Passage of the Road Repair & Accountability Act of 2017 (new Gas Tax), and the new revenues it creates, provides the funding means to accomplish these joint

improvements.

ALTERNATIVES:

The Board may choose not to authorize the execution of one or both of the agreements. This is not recommended, as the agreements have been prioritized in the Solano County Public Works Capital Improvement Plan for the last several years and these projects will provide needed pedestrian and safety enhancements.

OTHER AGENCY INVOLVEMENT:

Staff from the City of Benicia and the City of Vallejo have worked collaboratively with the Department of Resource Management to plan these regionally beneficial improvements. County Counsel has reviewed and approved this item as to form and will approve the agreements prior to execution.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

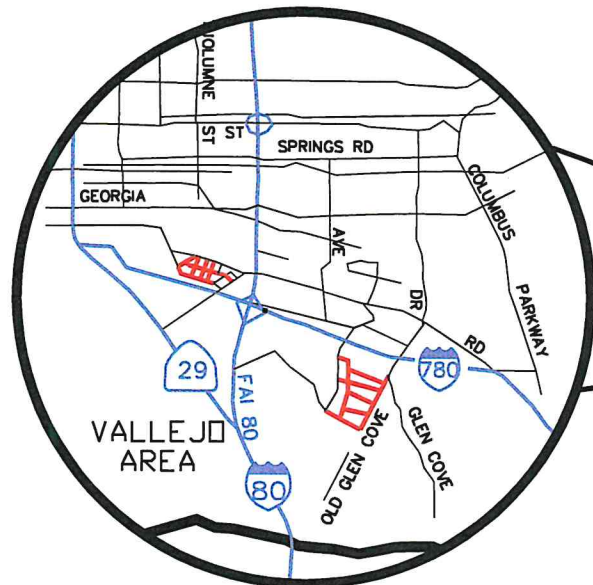


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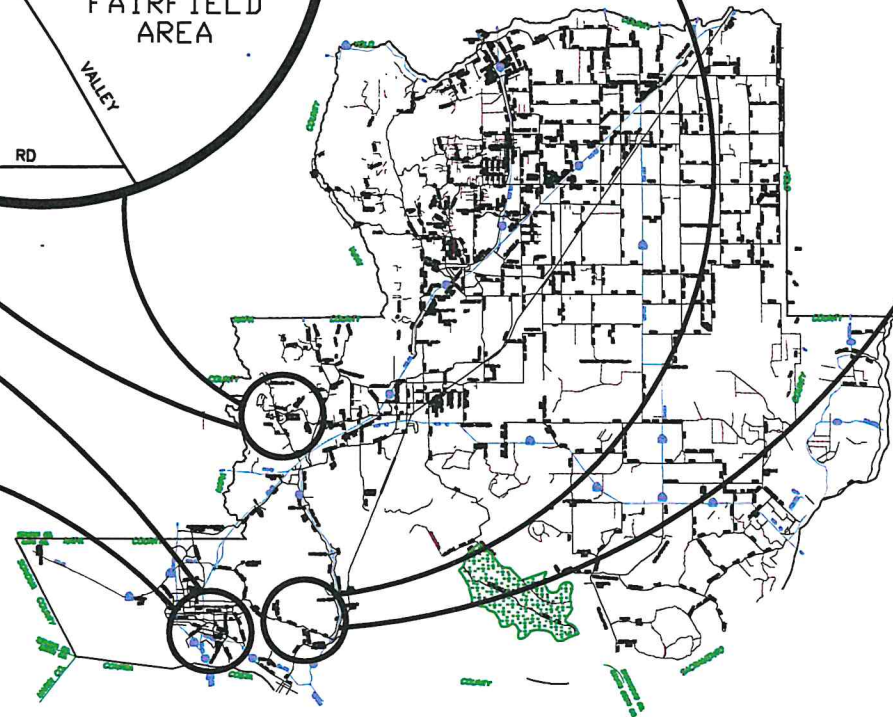
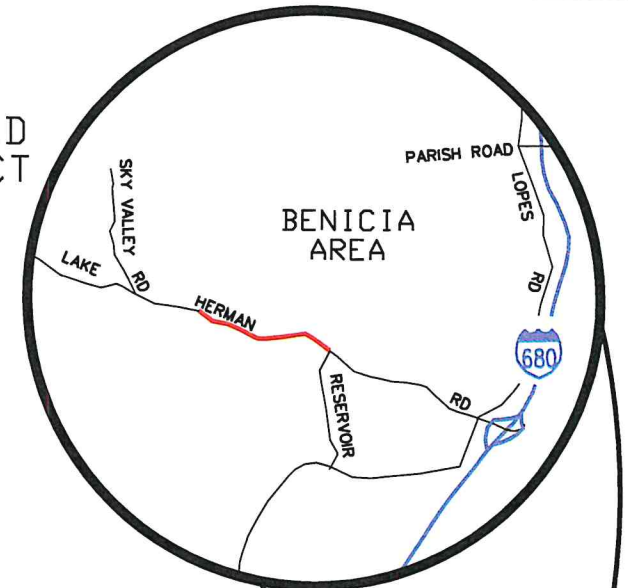
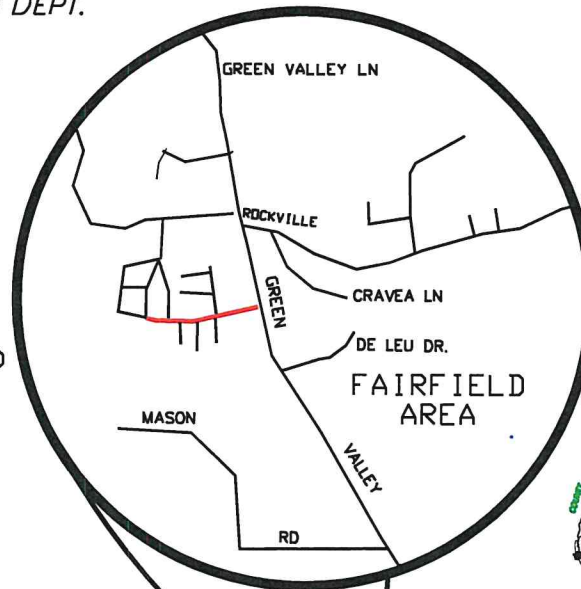
SOLANO COUNTY, CALIFORNIA
RESOURCE MANAGEMENT
PUBLIC WORKS DEPT.

LAKE HERMAN ROAD IMPROVEMENT PROJECT

SIDEWALK IMPROVEMENT
PROJECT 2020
(LOWER GREEN VALLEY AREA)



SIDEWALK IMPROVEMENT PROJECT 2020
(HOMEACRES & STARR SUBDIVISION)



LOCATION MAP

AGREEMENT BETWEEN THE CITY OF BENICIA AND THE COUNTY OF SOLANO REGARDING IMPROVEMENTS AND ROAD MAINTENANCE TREATMENTS TO LAKE HERMAN ROAD

This Agreement is made and entered into on the date last written below, by and between the City of Benicia, a municipal corporation (City), and the County of Solano, a political subdivision of the State of California (County), with reference to the following facts:

1. Lake Herman Road is a Route of Regional Significance which connects Vallejo, unincorporated Solano County, Benicia, and Highway 680.
2. Lake Herman Road needs various improvements, primarily shoulder widening from Reservoir Road to 0.8 miles west, to enhance safety through the corridor.
 - a. The portion of Lake Herman Road needing improvement west of Reservoir Road is approximately 0.5 miles of City jurisdiction and 0.3 miles of County jurisdiction.
3. Lake Herman Road needs various maintenance treatments, from Reservoir Road to Highway 680, approximately 1.3 miles, to bring the road into a state of good repair.
4. The City and County wish to cooperate to deliver a road improvement project in fiscal year 2020-21 that will improve traffic safety across both jurisdictions.
 - a. The Lake Herman Road Improvements are estimated to cost approximately \$350,000 for the County and \$725,000 for the City.
5. The County performs annual chip seal road maintenance treatments and is planning to treat roads in the southern portion of Solano County in fiscal year 2020-2021 (Chip Seal Project).
6. Staff from the City and County have reviewed pavement conditions along Lake Herman Road in the City and determined that chip seal treatment is recommended from Reservoir Road to Highway 680 ("City Portion").
7. The City and County wish to cooperate to deliver chip seal road maintenance treatment on Lake Herman Road that will improve the pavement conditions along the route.
 - a. The City Portion of the Chip Seal Project is estimated to cost approximately \$117,000 (\$90,000/mile) for the City.

In consideration of the foregoing facts it is agreed as follows:

With regard to the Lake Herman Improvement Project:

1. The County shall:

- a. Design the road improvements, which will consider the following general design features:
 - i. Reconstruction of the road utilizing full-depth reclamation to recycle and rebuild the base materials section of the road from Reservoir Road to 0.8 miles west.
 - ii. Shoulder widening that meets the City's and County's standards.
 - iii. New signing and striping that meet the City's and County's design standards.
 - b. Solicit design review comments from the City on improvement features within the City's jurisdiction.
 - c. Environmentally clear the project, which will include a CEQA determination/filing, as well as, acquiring or obtaining any applicable permits by resource agencies.
 - d. Coordinate any necessary utility relocation work.
 - e. Provide the City an updated Engineer's Estimate and funding plan for review prior to soliciting construction bids.
 - f. Solicit, award, and execute a construction contract to the lowest responsive and responsible bidder.
 - g. Administer the construction contract, which includes engineering, surveying, inspection oversight, and payment to the contractor of the contract work.
 - h. Provide invoices and copies of pertinent documents to the City.
 - i. Provide the Notice of Completion and as-built drawings to the City at project completion.
2. The City shall:
- a. Review the draft designs provided by the County for the City Portion.
 - i. Design changes/requests cannot create costs beyond those approved in this Agreement without the prior written consent of each Party.
 - b. Provide a no-fee encroachment permit for the County and the improvement project contractor to operate within the City's right of way.
 - c. Sign, as co-applicant, any permits that are necessary for the improvement project work.
 - d. Assist the County with any utility relocation coordination (if necessary).
 - e. Review and comment on the County's updated Engineer's Estimate and funding plan prior to solicitation of bids.
 - f. Provide timely inspection of the work, in coordination with the County and the construction schedule.
 - g. Pay to the County the County's total costs of design, environmental clearance, permitting, and bidding for the improvement project, with the City's share estimated at \$75,000.
 - h. Pay to the County all construction costs directly related to the work done in the City's jurisdiction, not to exceed \$650,000 without prior written consent of the City.
 - i. City will pay 63% of all joint construction contract costs, such as mobilization, traffic control, storm water pollution controls, etc.
 - i. Pay the County's invoices within 60 days of receipt.

With regard to the Chip Seal Project:

3. The County shall:

- a. Provide traffic control with pilot car for single lane closures during work, including appropriate signs and flagging.
- b. Chip seal the road surface using County Operations crew, equipment, and materials and using the same standards and methods used on County roads.
- c. Broom/sweep the chip seal surfaces in the first 1-2 days after placement of the chip seal, and two more times in the 3 weeks following.
- d. Apply painted striping on the chip seal within the first (1st) week after placement of the chip seal.
- e. Perform work and provide materials that are similar to the County's chip seal work on unincorporated roads.
- f. Provide invoices for all labor, materials, and equipment costs, with copies of pertinent documents, to the City for review and payment.

4. The City shall:

- a. Provide a no-fee encroachment permit for the County and the project subcontractor to operate within the City's rights of way.
- b. Sign, as co-applicant, any permits that are necessary for the project work.
- c. Perform preparatory maintenance work (dig outs, blade patch, crack seal, etc.) to City road surfaces in advance of chip seal work.
- d. Provide timely inspection of the work, in coordination with the County and the construction schedule
- e. Pay to the County the County's total costs for the services provided by the County for the Chip Seal Project, not to exceed \$117,000 without prior written consent of the City.
- f. Pay the County's invoice(s) within 60 days of receipt.

5. County to indemnify City

County agrees to defend and indemnify City, its agents, officers and employees (collectively referred to in this paragraph as "City"), from any claim, action or proceeding against City, arising out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, City may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Section. City shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

6. City to indemnify County

City agrees to defend and indemnify the County, its agents, officers and employees (collectively referred to in this paragraph as "County") from any claim, action or proceeding against County, arising out of the acts or omissions of City in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve City of any obligation imposed by this Section. County shall notify City promptly of any claim, action or proceeding and cooperate fully in the defense.

7. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and City may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

8. Contractor

City understands that the construction work will be done by a third-party contractor under County's sole and exclusive supervision. The County will require the contractor to indemnify both City and County and to add both City and County as additional insureds as a requirement of the construction contract.

9. This Agreement does not create a partnership or joint venture between the parties, nor does it create a possessory or ownership interest outside of an agency's jurisdiction.

10. No modification of this agreement shall be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year last written below.

CITY OF BENICIA

COUNTY OF SOLANO

William Tarbox
Director of Public Works

Bill Emlen
Director of Resource Management

Dated: _____

Dated: _____

Approved as to form:

Approved as to form:

Deputy City Attorney

Lori Mazzella
Deputy County Counsel

AGREEMENT BETWEEN THE CITY OF VALLEJO AND THE COUNTY OF SOLANO REGARDING SIDEWALK IMPROVEMENTS AND ROAD MAINTENANCE TREATMENTS

This Agreement is made and entered into on the date last written below, by and between the City of Vallejo, a charter city (City), and the County of Solano, a political subdivision of the State of California (County), with reference to the following facts:

1. The City and County have various sidewalks and pedestrian paths that cross jurisdictional boundaries, in and around Benicia Road, Glen Cove, Homeacres Subdivision, and Starr Subdivision .(“Cross Jurisdictional Areas”)
2. The City and County each need to replace various sections of aged sidewalks and install new sidewalks where gaps exist within the Cross Jurisdictional Areas.
3. The City and County wish to cooperate to deliver a sidewalk improvement project (Sidewalk Project) in 2020 that will improve pedestrian access and enhance safety in the Cross Jurisdictional Areas.
 - a. The Sidewalk Project improvements are estimated to cost approximately \$1.1 million for the County and \$475,000 for the City.
4. The County performs annual chip seal road maintenance treatments and is planning to treat roads in the greater Vallejo area in 2020-2021 (Chip Seal Project).
5. Staff from the City and County have reviewed pavement conditions in various areas of the City and determined that chip seal is recommended on approximately 3 miles of City roads, including portions of Benicia Road, South Regatta Drive, and Columbus Parkway (“City Portion”).
6. The City and County wish to cooperate to deliver chip seal road maintenance treatments (Chip Seal Project) in the greater Vallejo area in 2020-2021 that will improve the pavement conditions in these areas.
 - a. The City Portion of the Chip Seal Project is estimated to cost approximately \$195,000 (\$65,000/mile) for the City.

In consideration of the foregoing facts it is agreed as follows:

With regards to the Sidewalk Project:

1. The County shall:
 - a. Design the sidewalk improvements, which will consider the following general design features:
 - i. Concrete sidewalks that meet the City’s standards.

- ii. Drainage capture and features that meet the City's design standards.
 - iii. New wayfinding signs, paint, and other minor appurtenant highway facilities.
 - b. Solicit design review comments from the City on Sidewalk Project features within the City's jurisdiction.
 - c. Environmentally clear the project, which will include a CEQA determination/filing, as well as, acquiring or obtaining any applicable permits by resource agencies.
 - d. Coordinate any necessary utility relocation work.
 - e. Provide the City an updated Engineer's Estimate and funding plan for review prior to soliciting construction bids.
 - f. Solicit, award, and execute a construction contract to the lowest responsive and responsible bidder.
 - g. Administer the construction contract, which includes engineering, surveying, inspection oversight, and payment to the contractor of the contract work.
 - h. Provide invoices and copies of pertinent documents to the City.
 - i. Provide the Notice of Completion and as-built drawings to the City at project completion.
2. The City shall:
- a. Review and approve the draft designs provided by the County for the City Portion.
 - i. Design changes/requests cannot create costs beyond those approved in this Agreement without the prior written consent of each Party.
 - b. Provide a no-fee encroachment permit for the County and the Sidewalk Project contractor to operate within the City's right of way.
 - c. Sign, as co-applicant, any permits that are necessary for the Sidewalk Project work.
 - d. Assist the County with any utility relocation coordination (if necessary).
 - e. Review and comment on the County's updated Engineer's Estimate and funding plan prior to solicitation of bids.
 - f. Provide timely inspection of the work, in coordination with the County and the construction schedule.
 - g. Pay to the County 29% (City estimated cost share %) of the County's total costs of design, environmental clearance, permitting, and bidding for the Sidewalk Project, with the City's share not to exceed \$50,000.
 - h. Pay to the County all construction costs directly related to the work done in the City's jurisdiction, not to exceed \$425,000 without prior written consent of the City.
 - i. City will pay 29% of all joint construction contract costs, such as mobilization, traffic control, storm water pollution controls, etc.
 - i. Pay the County's invoices within 60 days of receipt.

With regards to the Chip Seal Project:

3. The County shall:
- a. Provide traffic control with pilot car for single lane closures during work, including appropriate signs and flagging.

- b. Chip seal the road surface using County Operations crew, equipment, and materials and using the same standards and methods used on County roads.
- c. Broom/sweep the chip seal surfaces in the first 1-2 days after placement of the chip seal.
- d. Apply painted striping on the chip seal within the first (1st) week after placement of the chip seal.
- e. Perform work and provide materials that are similar to the County's chip seal work on unincorporated roads.
- f. Provide invoices for all labor, materials, and equipment costs, with copies of pertinent documents, to the City for review and payment.

4. The City shall:

- a. Provide a no-fee encroachment permit for the County and the project contractor to operate within the City's rights of way.
- b. Sign, as co-applicant, any permits that are necessary for the project work.
- c. Perform preparatory work (blade patch and crack seal) to City road surfaces in advance of chip seal work.
- d. Provide timely inspection of the work, in coordination with the County and the construction schedule
- e. Broom/sweep the chip seal surfaces, in coordination with the County, using the City's equipment during placement and 2-3 times in the first month after placement of the chip seal.
- f. Provide City crew, in coordination with the County, to sweep sidewalk/curb/gutter areas during and immediately after chip seal placement.
- g. Pay to the County the County's total costs for the services provided by the County for the Chip Seal Project, not to exceed \$195,000 without prior written consent of the City.
- h. Pay the County's invoice(s) within 60 days of receipt.

5. County to indemnify City

County agrees to defend and indemnify City, its agents, officers and employees (collectively referred to in this paragraph as "City"), from any claim, action or proceeding against City, arising out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, City may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Section. City shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

6. City to indemnify County

City agrees to defend and indemnify the County, its agents, officers and employees (collectively referred to in this paragraph as "County") from any claim, action or proceeding against County, arising out of the acts or omissions of City in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve City of any obligation imposed by this Section. County shall notify City promptly of any claim, action or proceeding and cooperate fully in the defense.

7. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and City may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

8. Contractor

City understands that the construction work will be done by a third-party contractor under County's sole and exclusive supervision. The County will require the contractor to indemnify both City and County and to add both City and County as additional insureds as a requirement of the construction contract.

9. This Agreement does not create a partnership or joint venture between the parties, nor does it create a possessory or ownership interest outside of an agency's jurisdiction.

10. No modification of this agreement shall be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year last written below.

CITY OF VALLEJO

COUNTY OF SOLANO

Terrance Davis
Director of Public Works

Bill Emlen
Director of Resource Management

Dated: _____

Dated: _____

Approved as to form:

Approved as to form:

Deputy City Attorney

Lori Mazzella
County Counsel



Solano County

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

Agenda Submittal

Agenda #:	19	Status:	Consent Calendar
Type:	Notice of Completion	Department:	Resource Management
File #:	20-532	Contact:	Bill Emlen, 784-6062
Agenda date:	07/28/2020	Final Action:	
Title:	Approve the Notice of Completion for the Highway Safety Improvement Program (HSIP) 8 Traffic Safety Enhancements Project; and Authorize the Clerk of the Board to record the executed Notice of Completion		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Notice of Completion		

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 the Notice of Completion for the Highway Safety Improvement Program (HSIP) 8 Traffic Safety Enhancements Project; and Authorize the Clerk of the Board to record the executed Notice of Completion.

SUMMARY/DISCUSSION:

The Department of Resource Management completed construction on the HSIP 8 Traffic Safety Enhancements Project (Project) on June 2, 2020. The HSIP 8 cycle of federal funding provided grant funds for projects that improve night time visibility on road systems that meet certain accident criteria and cost-benefit ratios. New retroreflective signing and striping has been shown to reduce accident rates, particularly on rural roads.

The Project contract was awarded to Chrisp Company on May 02, 2019 and executed on May 16, 2019. Work primarily consisted of grinding out and replacing standard painted lane markings with high intensity prismatic thermoplastic lane markings on 140 miles of unincorporated roads. The work also included traffic control, flagging, new thermoplastic pavement markings, and new retro-reflective markers.

All work has been completed on the project in accordance with the project plans and specifications. Approval of the Notice of Completion (attachment A) allows the Department of Resource Management to close the contract with Chrisp Company for a final project cost of \$1,888,678.

FINANCING:

The HSIP 8 Traffic Safety Enhancements Project was funded with \$1,759,000 in federal HSIP grant funds with the remainder paid by the Road Fund. The costs associated with preparing the agenda item are nominal and

absorbed by the department's FY2020/21 Preliminary Budget.

ALTERNATIVES:

The Board could choose to not approve the Notice of Completion for the Project. This is not recommended, since it would delay the final contract close out with the contractor while all construction work has been completed.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this item as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Recorded at request of the
County of Solano

When recorded return to:
Department of Resource Management
Public Works Engineering
675 Texas Street, Suite 5500
Fairfield, CA 94533

NOTICE OF COMPLETION

NOTICE IS GIVEN that the undersigned:

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

Project: HSIP 8 Traffic Safety Enhancements Project

Location: 140 miles of various roads in unincorporated Solano County

That the contract for the performance of such work was awarded to Chrisp Company of Woodland: that said work was completed on June 2, 2020 and was accepted by the Board of Supervisors and said County of Solano on July 28, 2020; and that Chrisp Company was the contractor.

State of California}
County of Solano}

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

By _____
ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

Attested:

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



Solano County

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

Agenda Submittal

Agenda #:	20	Status:	Consent Calendar
Type:	Contract	Department:	Resource Management
File #:	20-534	Contact:	Bill Emlen, 784-6062
Agenda date:	07/28/2020	Final Action:	
Title:	Authorize the Director of Resource Management to solicit bids, award, and execute up to \$2,800,000 for various Public Works construction contracts for FY2020/21		
Governing body:	Board of Supervisors		
District:	District 4 and District 5		
Attachments:	A - Location Map, B - Capital Projects Budget Summary		

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 authorize the Director of Resource Management to solicit bids, award, and execute up to \$2,800,000 for various Public Works construction contracts for FY2020/21.

SUMMARY:

The Department of Resource Management (DRM) will need to execute bid contracts for the following projects:

1. Rio Vista Corporation Yard Civil Improvements Phase 1, with an estimated project cost of \$950,000;
2. Rio Vista Corporation Yard Building Improvements Phase 2, with an estimated project cost of \$450,000; and
3. Farrell Road Intersection Improvement Project, with an estimated project cost of \$1,400,000.

Locations of the projects are attached (A - Location Map). Each contract will be bid and/or solicited separately. With the Board's authorization, the DRM will solicit the bids, and award and execute contracts with the lowest responsible bidders.

FINANCIAL IMPACT:

The \$2,800,000 in total contract costs will be primarily funded by the Road Fund and SB 1 funds. The Rio Vista Corporation Yard Improvements Phase 2 will receive approximately \$72,000 from the Public Facilities Fees for the portion of the building expansion attributed to growth. There is no impact to the General Fund from these contracts.

The projects were re-budgeted from FY2019/20 into the FY2020/21 budget with \$1,200,000 for the Rio Vista Corporation Yard improvements and \$1,400,000 for Farrell Road Intersection Improvements (see Attachment

B - Capital Projects Budget Summary). A \$3.7 million road maintenance surfacing project, which was budgeted for FY2020/21, is being deferred until after mid-year to ensure Road Fund budget capacity for these projects and also provide time to monitor potential Gas Tax revenue impacts related to the coronavirus. The costs associated with preparing this agenda item are nominal and absorbed by the department's FY2020/21 Preliminary Budget.

DISCUSSION:

Descriptions of the individual projects are as follows:

Rio Vista Corporation Yard Civil Improvements Phase 1

The project will construct the site civil improvements, in preparation for the new office building to follow, at Solano County's Public Works Corporation Yard at 940 St. Francis Way in Rio Vista. Site work includes installing new utility connections, new lighting, new sidewalk along St. Francis Way, driveway expansion, concrete foundation, retaining wall installation, new fencing, and new parking and ADA additions.

The Board had previously authorized \$800,000 for this contract work, including the building installation. DRM has since determined that the site utility upgrades that will be necessary for the second and third phase projects are best included in this phase of work for more long-term cost savings.

Rio Vista Corporation Yard Building Improvements Phase 2

The project will install a new pre-manufactured office building in Solano County's Public Works Corporation Yard in Rio Vista. Work includes installing the building on the foundation built in Phase 1, utility tie-ins, and some minor furnishings and building accessibility additions. Once these improvements are complete, Operations Division will relocate their crew space and office facilities to the new building. A future Phase 3 will demolish the old building and replace it with a new garage structure.

DRM has determined that the second phase project is best bid as a separate phase project from Phase 1 due to the regional availability of contractors licensed for this particular type of work, and the long schedule delay required to order and receive the office building components.

The Rio Vista Corporation Yard improvements were originally included in the FY2018-19 Capital Improvement Plan with an original estimated cost of \$805,000; however, this estimate only included new building installation and minor civil site improvements. The current combined estimated costs of Phase 1 & 2 work amount to \$1,400,000, but they also include sidewalk gap connections on St. Francis Way and Poppy House Road, lighting improvements, and utility upgrades for the new building as well as for the future Phase 3 garage structure.

Farrell Road Intersection Improvement Project

The purpose of the project is to improve the safety of the intersection. The project incorporates the following improvements at the intersection of Farrell Road and Gibson Canyon:

1. Upgrade the intersection from the old "Y" style into a standard "T" connection;
2. Construct 4-foot paved shoulders and retaining walls;
3. Pave the new road;
4. Protect Solano Irrigation District water line, in-place;
5. Replace several cross culverts; and
6. Upgrade signs and striping along the corridor and intersection.

The Farrell Road Intersection Improvement Project was originally included in the FY2019-20 Capital Improvement Plan with an estimated cost of \$1,200,000. The current estimate of \$1,400,000 includes increased Project costs due to cost escalation in some work items, and also incorporated some design changes to avoid and protect existing utilities that exist at the site.

ALTERNATIVES:

The Board may choose not to authorize the solicitation, award, nor execution of these contracts. This is not recommended, as these contracts are necessary to propel and complete the projects anticipated in the Capital Improvement Plan.

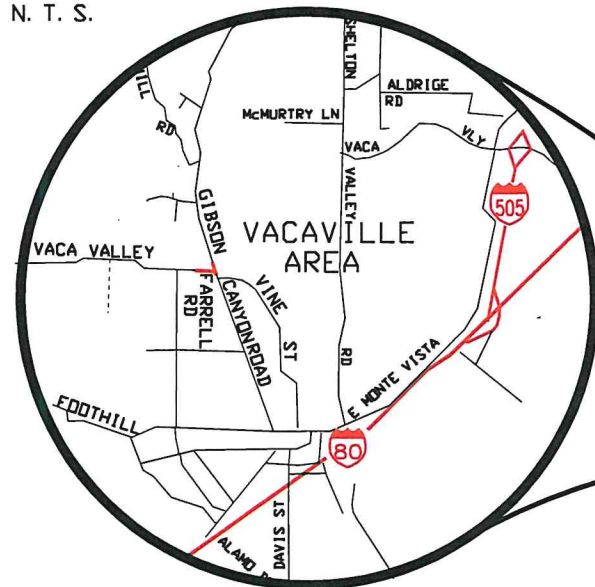
OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this item, as to form, and will review and approve the contracts prior to execution.

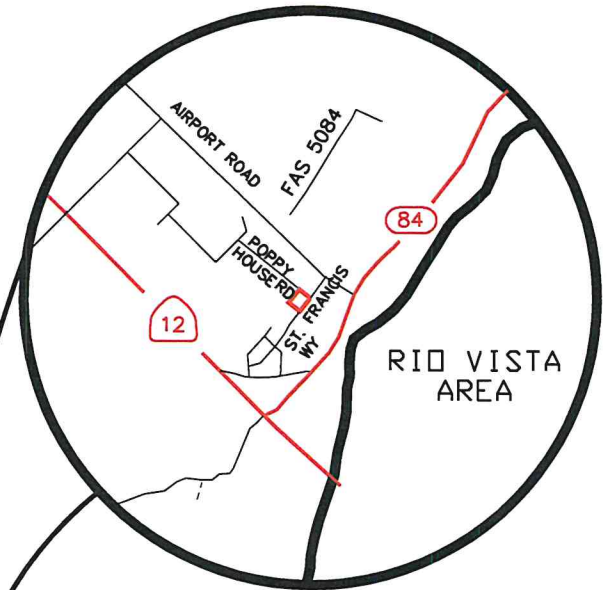
CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

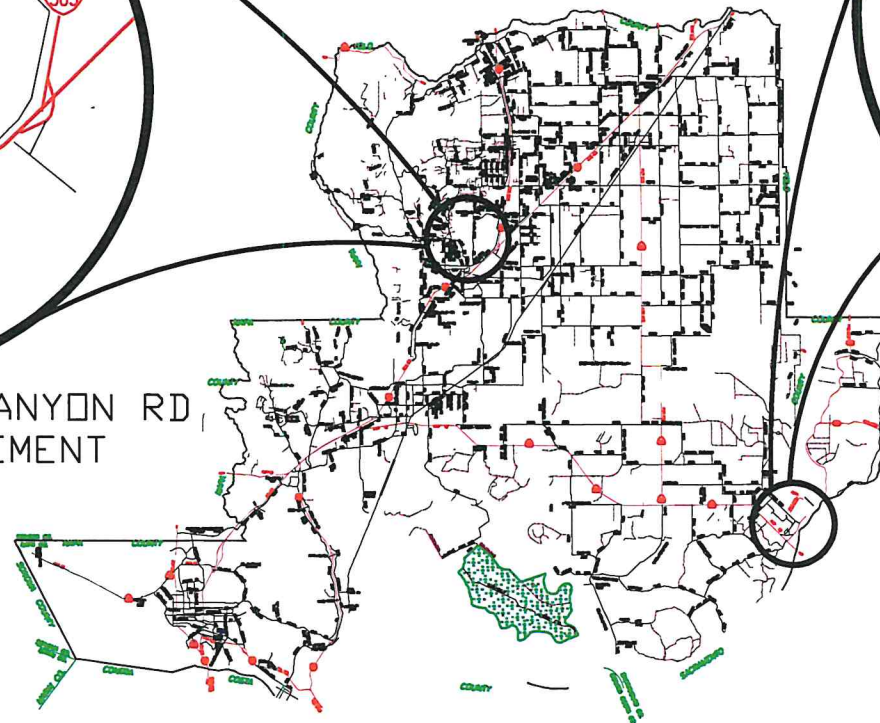
SOLANO COUNTY, CALIFORNIA
RESOURCE MANAGEMENT
PUBLIC WORKS DEPT.



FARRELL RD-GIBSON CANYON RD,
INTERSECTION IMPROVEMENT
PROJECT



RIO VISTA YARD
IMPROVEMENT PROJECT



LOCATION MAP

Public Works Construction Contracts

Project Name / Description	FY2020/21 Preliminary Budget	Current Requested Amount
Rio Vista Corp Yard	\$ 1,200,000	\$ 1,400,000
Farrell Road Intersection Improvements	\$ 1,400,000	\$ 1,400,000

CAPITAL PROJECTS
Public Works - Capital Projects
Summary of Project Timelines
as of June 8, 2020

PROJECTS PRIOR TO FY2020/21 (ROLLOVER FROM PRIOR YEAR)

Status									CAO Recommendation for Spending Approval
Priority	Budget Unit	Project Name	FY2019/20 Wkg Budget*	Actual + Enc	Funding Source	Bid Date**	Award Date	Comments	
1	3023	Cherry Glenn Culverts	\$851,776	\$851,776	Road Fund / Gas Tax + \$250,000 Reimbursement for City of Vacaville	Nov-19	Dec-19	Project is encumbered and will be a roll over adjustment at year end.	7/1/20
1	3023	Timm Road	\$1,891,236	\$1,891,236	Road Fund / Gas Tax + \$134,000 from YSAQMD, \$75,000 from English Hills Zone of Benefit	Apr-20	May-20	Project is encumbered and will be a roll over adjustment at year end.	7/1/20
1	3023	Rio Vista Corp Yard	\$1,200,000	\$0	Road Fund / Gas Tax	Aug-20	Sep-20	Project is reflected as a re-budget in FY2020/21 Preliminary Recommended Budget	7/1/20
1	3023	Rubberized Chip w/Micro	\$3,700,000	\$0	Road Fund / Gas Tax + \$350,000 from CalRecycle	Mar-21	Apr-21	Project is reflected as a re-budget in FY2020/21 Preliminary Recommended Budget - (Professional Services)	7/1/20
1	3023	Farrell Road Intersection Improvements	\$1,400,000	\$0	Road Fund / Gas Tax	Aug-20	Sep-20	Project is reflected as a re-budget in FY2020/21 Preliminary Recommended Budget	7/1/20
<p style="text-align: right;">*Roll-over amounts not yet available; FY19-20 working budget and actuals offered instead; construction contract typ 60-70% of total budget **Approx targets; for Professional Services, indicates time frame for proposal nego and ASA issuance</p>									
TOTAL			\$9,043,012	\$2,743,012					

NEW PROJECTS IN FY2020/21 - TIMELINE ESTIMATES

Status									CAO Recommendation for Spending Approval
Priority	Budget Unit	Project Name	FY2020/21 Recommended Budget		Funding Source	Bid Date**	Award Date	Comments	
1	3023	McCormack Road Phase I	\$1,800,000		Road Fund / Gas Tax + \$600,000 City of Rio Vista	Jul-20	Aug-20		7/1/20
1	3023	Lake Herman Road	\$1,200,000		Road Fund / Gas Tax + \$800,000 from City of Benicia	Aug-20	Sep-20		7/1/20
2	3023	Sidewalk Improvement Project	\$1,500,000		Road Fund / Gas Tax +\$500,000 City of Vallejo	Aug-20	Sep-20		7/1/20
2	3023	RTIF Safety Improvement Project	\$600,000		Road Fund / Gas Tax + \$200,000 STA RTIF impact fee	Sep-20	Oct-20	Professional Services	7/1/20
Total Public Works New Projects Recommended 7/1/20			\$5,100,000						
3	3023	Overlay 2021	\$1,500,000		Road Fund / Gas Tax	Jan-21	Feb-21	Professional Services	10/1/20
3	3023	Farm to Market Phase 3 - Abernathy Road	\$1,200,000		Road Fund / Gas Tax	Feb-21	Mar-21	Federal Reimbursement of 89%	10/1/20
3	3023	Farm to Market Phase 3 - Mankas Corner Rd	\$360,000		Road Fund / Gas Tax	Feb-21	Mar-21	Federal Reimbursement of 89%	10/1/20
3	3023	Farm to Market Phase 3 - Rockville Road	\$453,000		Road Fund / Gas Tax	Feb-21	Mar-21	Federal Reimbursement of 89%, Green Valley Zone of Benefit 11%	10/1/20
3	3023	Farm to Market Phase 3 - Suisun Valley Rd	\$1,284,000		Road Fund / Gas Tax	Feb-21	Mar-21	Federal Reimbursement of 89%	10/1/20
3	3023	Cantelow Culvert Replacement	\$0		Road Fund / Gas Tax			Defer to Jul 2021	
3	3023	Liberty Island Road	\$0		Road Fund / Gas Tax			Defer to FY2021-22	
<p style="text-align: right;">*Roll-over amounts N/A; FY20-21 RQ Capital Budget offered instead; construction contract typ 60-70% of total budget **Approx targets; for Professional Services, indicates time frame for proposal nego and ASA issuance</p>									
TOTAL			\$9,897,000						

Note: Bid and award dates are not yet final; approximate dates are offered given the resources and priorities



Solano County

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Agenda Submittal

Agenda #:	21	Status:	Consent Calendar
Type:	Contract	Department:	Workforce Development Board
File #:	20-523	Contact:	Heather Henry, 863-3500
Agenda date:	07/28/2020	Final Action:	
Title:	Approve a third contract amendment with Workforce Development Board (WDB) of Solano County and California Human Development for One Stop Operator Services beginning July 1, 2020 through June 30, 2021 for an amount of \$75,000 which brings the total contract amount not to exceed \$300,000, and authorize the Workforce Development Board Executive Director to sign 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 ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

The Workforce Development Board (WDB) of Solano County recommends that the Board of Supervisors Approve a Workforce Development Board (WDB) of Solano County third contract amendment with California Human Development for One Stop Operator Services beginning July 1, 2020 through June 30, 2021 for an amount not to exceed \$300,000 and authorize the Workforce Development Board President/Executive Director to sign the contract.

SUMMARY/DISCUSSION:

It is recommended that the Board approve staff's recommendation to enter into contract negotiations with California Human Development (CHD) to renew their services as the One Stop Operator (OSO). The total of the fourth-year contract, which began in July 2017, will not exceed \$300,000. This renewal will begin July 1, 2020 through June 30, 2021, not to exceed \$75,000.

Due to the COVID-19 environment and board schedules, the WDB was unable to bring this contract to the board before July 1, 2020, but contractual continuity is critical to ensure the local America's Job Center of California (AJCC) system meets Workforce Innovation and Opportunity Act (WIOA) requirements.

It is also recommended that the Board authorize the President/Executive Director to sign this professional service contract after it has been reviewed by County Counsel and approved by the County Board of Supervisors. As required by Solano County's Procurement Policy and the Board's current Memorandum of Understanding (MOU) with the County, any contract above \$50,000 must be reviewed and approved by the Board of Supervisors. With the original contract exceeding \$50,000, any extensions to the contract must be approved by the Board of Supervisors.

This is the fourth and final contract renewal for this vendor. During FY2020/21 staff will release a new Request for Proposals (RFP) for One Stop Operator services.

RFP Process

Staff published and distributed the OSO RFP in March 2017, which was widely distributed via a network of providers known to WDB staff, as well as posted on the County's procurement website. Staff received one proposal by the deadline which failed the threshold for funding consideration.

Staff thus declared a "failed procurement" and pursued the "sole source" procurement process and performed outreach to two possible providers of service - each of whom: a) had extensive experience administering WIA/WIOA programs and familiarity with One Stop operations; and b) happened not to have earlier submitted a proposal.

Staff's decision to recommend CHD was based on three considerations, as follows:

- The CHD organization has a multi-decade history in supporting and directly operating One Stop systems in multiple locales in Northern California; and
- The experience of CHD is at the boots on the ground level of day-to-day One Stop operations. This is the value add which the Solano WDB was looking for; and
- The CHD hourly professional consulting rate was quoted at \$75.00 per hour, significantly less than the other considered vendor.
-

Based on CHD's performance during the third-year contract, staff is recommending them for a fourth and final contract renewal as the WDB's OSO. The budget for this third contract amendment is up to \$75,000 for the OSO services, with a four-year contract total not to exceed \$300,000.

FINANCIAL IMPACT:

The WDB's FY2020/21 budget includes the necessary funding to cover the cost of this contract renewal.

ALTERNATIVES:

While not recommended, the Board of Supervisors could direct staff to re-issue a new RFP for these services to see if new responses will be submitted prior to renewal of this contract. However, this would cause a significant impact and delay in services in the America's Job Center of California (AJCC) as the WDB would need to procure an alternative OSO vendor, or obtain the Governor's approval to operate in-house.

OTHER AGENCY INVOLVEMENT:

There is no other agency involvement.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**THIRD AMENDMENT TO STANDARD CONTRACT
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY AND CALIFORNIA
HUMAN DEVELOPMENT**

This THIRD Amendment ("Third Amendment") is entered into as of the first day of July 2020, between the WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY ("WDB") and CALIFORNIA HUMAN DEVELOPMENT ("Contractor").

1. Recitals

The parties entered into a contract dated July 1, 2017 (the "Contract"), in which Contractor agreed to the performance of WIOA One-Stop Operator Services at the WDB's America's Job Center of California (AJCC) in Fairfield and Vallejo through June 30, 2018. This contract was amended on June 26, 2018 to extend the contract through June 30, 2020.

This Third Amendment represents an additional one-year adjustment of the Contract to continue WIOA One-Stop Operator services through June 30, 2021.

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

2. Service Agreement

A. Term of Contract

Section 2 is deleted in its entirety and replaced with:

July 1, 2017 through June 30, 2021

B. Budget

Section 3 is deleted in its entirety and replaced with:

The Maximum amount of this Third Amendment is: **\$300,000 (\$75,000 from the Original contract, \$75,000 from the First Amendment and \$75,000 from the Second Amendment and \$75,000 for the Third contract Amendment)**

3. Scope of Work (Exhibit A)

A. Service Activities

The following language has been added Section 2(iii)(a) OSO Staffing Presence:

The OSO will consist of a single person.

B. The following language has been deleted from Section 2(iii)(b) OSO Staffing Duties:

- Participate in AJCC meetings, including but not limited to, the SEC Steering Committee (once a month), WDB (twice a month), and other meetings to be determined
- Participate in community event forum (twice a month)

C. The following language has been added to Section 2(iii)(b) OSO Staffing Duties:

- Participate in AJCC meetings, including but not limited to, the OSO Meeting (once a month), WDB Board of Directors Meeting (bi-monthly), and other meetings to be determined
- Participate in community event forums (as scheduled)

D. The following has been deleted from Section 2(iii)(c) "Program Operation Services" - One-Stop System Partner Memorandum of Understanding (MOU2(iii)(c)):

- Coordinate the implementation and ongoing conduct of the AJCC Phase I and II MOUs
- Coordinate Partner participation and assist in identifying and enacting needed updates/changes to MOUs and SEC AJCC operational policies and procedures
- Convene and facilitate SEC Steering Committee meetings and associated Partner meetings

E. The following language has been added to Section 2(iii)(c) "Program Operation Services" - One-Stop System Partner Memorandum of Understanding (MOU):

- Coordinate the ongoing conduct of the AJCC Partner Agency MOUs
- Coordinate Partner participation and assist in identifying and enacting needed updates/changes to MOUs and AJCC operational policies and procedures
- Convene and facilitate OSO meetings and associated Partner meetings

F. The following has been deleted from Section 2(iii)(c) "Program Operation Services" – Evaluation of Services:

- Develop and implement a customer satisfaction data entry and reporting program for both jobseeker and business customers of the AJCC
- Develop evaluation methods which will produce information instrumental to improving the effectiveness of the WDB and participating agency services
- Assist the WDB and AJCC system in preparing for and assisting with the conduct of the forthcoming State-administered "AJCC Certification" process for Solano County

G. The following has been deleted from Section 2(iii)(e) "Community Integration Services" – Public Awareness:

- Assist the AJCC to build on the foundation of existing initiatives and tools, including the WDB/SEC-AJCC website

H. The following language has been added to Section 2(iii)(e) "Community Integration Services" – Public Awareness:

- Assist the AJCC to build on the foundation of existing initiatives and tools, including the WDB-AJCC website

4. Project Budget Summary (Exhibit B)

A. Exhibit B has been deleted in its entirety and replaced with:

The WDB agrees to pay the Contractor for services upon the presentation of an appropriate invoice and documents supporting the following deliverables as defined in the Scope of Work to be performed.

DOCUMENTATION OF DELIVERY	DELIVERY PERIOD	FEE
Program Operation Services	July 1, 2017 – June 30, 2018	\$45,000. (\$75.00 per hour X 600 maximum hours)
Community Integration Services	July 1, 2017 – June 30, 2018	\$30,000. (75.00 per hour X 400 maximum hours)
Program Operation Services	July 1, 2018 – June 30, 2019	\$45,000. (\$75.00 per hour X 600 maximum hours)

Community Integration Services	July 1, 2018 – June 30, 2019	\$30,000. (75.00 per hour X 400 maximum hours)
Program Operation Services	July 1, 2019 – June 30, 2020	\$45,000. (\$75.00 per hour X 600 maximum hours)
Community Integration Services	July 1, 2019 – June 30, 2020	\$30,000. (75.00 per hour X 400 maximum hours)
Program Operations Services	July 1, 2020 – June 30, 2021	\$45,000. (\$75.00 per hour X 600 maximum hours)
Community Integration Services	July 1, 2020 – June 30, 2021	\$30,000. (\$75.00 per hour X 400 maximum hours)
TOTAL		\$300,000.

1. The above amounts are contingent upon acceptance of an appropriately working and usable system and shall be in compensation for all time and expenses incurred by the Contractor. The Contractor will not be reimbursed for any out of pocket costs.
2. The Contractor shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB's Executive Director/President. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President, and the deliverables, as described in Exhibit A, have been accepted in writing by the WDB Executive Director/President or his/her designee.
3. The Contractor shall provide any additional documentation as required by WDB at any time in order to substantiate Contractor claims for payment. WDB may elect to withhold payment for failure by Contractor to provide such documentation required by WDB.
4. The maximum payment under the terms of this contract shall under no circumstances, exceed \$300,000 for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

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

Kai Harris, Interim Chief Executive Officer
California Human Development

APPROVED AS TO FORM

By 
County Counsel



Solano County

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Agenda Submittal

Agenda #:	22	Status:	Consent Calendar
Type:	Appointment	Department:	District Attorney
File #:	20-507	Contact:	Anne Putney, 784-6933
Agenda date:	07/28/2020	Final Action:	
Title:	Approve the appointment of Christy Timko as a member-at-large to the Solano Partnership Against Violence (SPAV) Advisory Board for a term to expire on July 27, 2022		
Governing body:	Board of Supervisors		
District:	All		
Attachments:			

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

DEPARTMENTAL RECOMMENDATION:

The District Attorney's Office of Family Violence Prevention (OFVP) and the Executive Committee of the Solano Partnership Against Violence (SPAV) recommend that the Board approve the appointment of Christy Timko, Elder and Dependent Adult Victim Specialist with non-profit organization Ombudsman of Contra Costa Alameda & Solano, as a member at-large for a 2 year term to expire on July 27, 2022.

SUMMARY:

The Solano Partnership Against Violence (SPAV) is an advisory board to the Board of Supervisors and as such, its members are appointed by the Board of Supervisors. The recommended appointment is consistent with the SPAV by-laws which were approved by the Board on November 6, 2007. Membership consists of 15 voting members from professional and non-professional categories that may include health care, faith-based and social service agency representatives, as well as appointees designated by individual members of the Board of Supervisors to represent their respective Districts. Members with a professional affiliation may be appointed for a two-year term, and those with a non-professional affiliation may be appointed for a three-year term.

SPAV became an advisory board of the Board of Supervisors in 1999 and is tasked with promoting awareness of family violence issues and with helping to develop a comprehensive, systematic approach to ending family violence in Solano County.

The OFVP continues to work with SPAV to fill vacancies by contacting local agency representatives, providing networking opportunities at SPAV meetings, reviewing letters of request for appointment, and including member recruitment information on the OFVP web page. The membership of SPAV is continuously recruiting to fill vacancies and appreciates Board of Supervisors efforts in assisting to fill vacancies. With approval of the new appointment, 14 of the 15 voting memberships will be filled.

FINANCIAL IMPACT:

There is no General Fund impact associated with the appointments of SPAV members. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2020/21 Preliminary Budget.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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Agenda Submittal

Agenda #: 23
Status: Consent Calendar
Type: Appointment
Department: Workforce Development Board
File #: 20-508
Contact: Heather Henry, 863-3500
Agenda date: 07/28/2020
Final Action:
Title: Approve the reappointments of Paul Castro, Mark DeWeerd, Mario Giuliani, Rosa Phillips, and Kathleen Skirpstunas to the Workforce Development Board of Solano County for the term of July 1, 2020 to June 30, 2024
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:

It is recommended that the Board of Supervisors reappoint five (5) of the current seated Directors as members of the Workforce Development Board (WDB) of Solano County, for an additional four-year term of office beginning July 1, 2020 to June 30, 2024, as required under the Workforce Innovation and Opportunity Act (WIOA).

SUMMARY:

The Board of Supervisors, as the local elected official authorized under §107(b)(1) of the 2014 Workforce Innovation and Opportunity Act (WIOA) and as described in the Bylaws of the WDB of Solano County, Article VI-Section C Selection of Directors, appoint representatives to the Board of Directors of the WDB. The WDB Board of Directors approved the above-named reappointments at their May 22, 2020 Board meeting.

FINANCIAL IMPACT:

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

DISCUSSION:

The above-named Directors, seeking ratification of their reappointments, have expressed a desire to continue serving as members of the Workforce Development Board (WDB) of Solano County Board of Directors.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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Agenda Submittal

Agenda #:	24	Status:	Regular Calendar
Type:	Presentation	Department:	Health and Social Services
File #:	20-543	Contact:	Bela Matyas, 784-8400
Agenda date:	07/28/2020	Final Action:	
Title:	Receive a verbal update from Dr. Bela Matyas, Public Health Officer, and Don Ryan, Emergency Services Manager, regarding the coronavirus disease 2019 (COVID-19) and provide any necessary direction		
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:

It is recommended that the Board receive an update from Dr. Bela Matyas, Public Health Officer, and Don Ryan, Emergency Services Manager, regarding the activities and efforts relating to the coronavirus disease 2019 (COVID-19) pandemic and provide any necessary direction to staff in response to the evolving situation.

For information, updates and resources on COVID-19, please visit the Solano County Public Health web page at:

[<http://www.solanocounty.com/depts/ph/ncov.asp>](http://www.solanocounty.com/depts/ph/ncov.asp)



Solano County

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Agenda Submittal

Agenda #: 25
Type: Legislation
File #: 20-502
Agenda date: 07/28/2020
Status: Regular Calendar
Department: County Administrator
Contact: Matthew A. Davis, 784-6111
Final Action:
Title: Receive a verbal update from the County's Federal Legislative Advocates on the status of legislation of interest to the County, including a fiscal year 2020-2021 federal budget update and other items of interest to the County; and Receive an update from the County's State Legislative Advocate on the status of legislation that is of interest to the County, including an update on the status of the fiscal year 2020-2021 state budget
Governing body: Board of Supervisors
District: All
Attachments:

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

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors receive a verbal update from the County's Federal Legislative Advocates on the status of legislation of interest to the County, including a fiscal year 2020-2021 federal budget update and other items of interest to the County, and receive an update from the County's State Legislative Advocate on the status of legislation that is of interest to the County, including an update on the status of the fiscal year 2020-2021 state budget.

SUMMARY / DISCUSSION:

The County's Federal Legislative Advocates at Paragon Government Relations, including Joe Krahn, Tom Joseph and Hasan Sarsour will give a verbal update on developments taking place in Washington DC and key legislation of interest to the County, including an update on the status of the fiscal year 2020-2021 federal budget and other legislation of interest that support local government and County operations in Solano County. The County's State Legislative Advocate, Karen Lange of SYASL Partners, Inc., will provide a verbal update on developments at the Capitol and key legislation of interest to the County, including an update on the status of the fiscal year 2020-2021 state budget.

FINANCIAL IMPACT:

The legislative program is designed to result in additional funding and cost avoidance relative to Solano County. The cost of preparing this report and compiling the information is a General Fund cost covered in the County Administrator's FY2020/21 administration budget.

OTHER AGENCY INVOLVEMENT:

Staff consulted with Paragon Government Relations and SYASL Partners, Inc. to coordinate this legislative verbal update.



Solano County

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Agenda Submittal

Agenda #:	26	Status:	Regular Calendar
Type:	Resolution	Department:	General Services
File #:	20-528	Contact:	Mark Hummel, 784-7908
Agenda date:	07/28/2020	Final Action:	

Title: Consider adoption of a resolution authorizing the purchase of the property at 3373 Sackett Lane, Winters, CA in partnership with the Solano County Water Agency, for a total purchase price of \$2,700,000 plus administrative fees and estimated closing costs, of which the Solano County portion of the purchase price will be \$1,350,000 plus one half of the administrative fees and estimated closing costs (4/5 vote required); and Authorize the County Administrator to execute any agreements to acquire the property including entering into an Acquisition and Management Agreement between Solano County and Solano County Water Agency

Governing body: Board of Supervisors

District: All

Attachments: A - Resolution

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

DEPARTMENTAL RECOMMENDATION:

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

1. Adopt a resolution authorizing the purchase of the property at 3373 Sackett Lane, Winters, CA in partnership with the Solano County Water Agency, for a total purchase price of \$2,700,000 plus administrative fees and estimated closing costs, of which the Solano County portion of the purchase price will be \$1,350,000 plus one half of the administrative fees and estimated closing costs (4/5 vote required); and
2. Authorize the County Administrator to execute any agreements to acquire the property and to enter into an Acquisition and Management Agreement between Solano County and Solano County Water Agency

SUMMARY:

Sackett Ranch is the former location of Four Winds Nursery, directly upstream from Lake Solano. The 74.30 acre parcel includes pre-1914 water rights with direct frontage on Putah Creek. The proposed purchase will be a joint arrangement with the Solano County Water Agency (SCWA) and would allow for the potential use of the property for habitat restoration and preservation of wildlife corridors, educational research opportunities, and continuity of nursery operations. The current property owners have been good stewards of the property's natural resources. Adoption of the resolution and the authorization of the Acquisition and Management

Agreement will continue that stewardship while ensuring the protection of the wildlife corridors and riparian habitat.

FINANCIAL IMPACT:

The purchase price of \$2,700,000 plus administrative fees and estimated closing costs will be split 50/50 with SCWA. The County's share of the purchase price of \$1,350,000, plus administrative fees and estimated closing costs will be paid in two installments with the first due upon closing and the second due to SCWA on the one-year anniversary of the closing. The cost to purchase this land will be funded by the Accumulated Capital Outlay Fund (Fund 006). Ongoing maintenance and operation costs will be shared equally between the County and SCWA and will be defined in the Acquisition and Management Agreement. Budget will be submitted for consideration during the supplemental budget hearing. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2020/21 Preliminary Budget.

DISCUSSION:

The proposed property, commonly referred to as Sackett Ranch, consists of a single 74.30-acre parcel located immediately upstream of Lake Solano. Until 2018, the property was used to grow citrus and fruit trees for wholesale and internet sales. The nursery facilities include a 10,800 sq. ft. greenhouse with automated climate venting and irrigation, approximately 17 acres of gravel with shade cover and micro-irrigation, a 3,600 sq. ft. warehouse, 800 sq. ft. office and numerous outbuildings. In addition to the main residential dwelling and small cottage, it includes 18 acres of open ground for orchards or other crops, 21 acres of rolling hillside suitable for native grass plantings, and 18 acres of prime Putah Creek riparian zone in a restoration area.

The potential benefits of the property include pre-1914 water rights with direct frontage on Putah Creek, high quality water that is directly downstream from Monticello Dam, two high functioning water wells, as well as suitable areas for habitat restoration and possible mitigation banking. There is potential for renewed nursery operations given the high-quality structures that exist on the site including shade structures and sophisticated irrigation systems. Other benefits include preservation of important wildlife corridors from the surrounding ridges to Putah Creek, and buildings on site suitable for research activities by institutions such as University of California at Davis.

Staff is recommending the execution of an Acquisition and Management Agreement (Agreement) with SCWA that would authorize the purchase of the property jointly with SCWA and allow the County to pay its share of the purchase price in two installments, the first one due at closing and the second on the one-year anniversary of the closing. The management of the property will be overseen by a management committee comprised of two representatives from the Board of Supervisors and two members from the SCWA Board.

ALTERNATIVES:

The Board could choose not to approve the purchase of the property. This alternative is not recommended since the property would allow for the potential use of the property for habitat restoration and preservation of wildlife corridors, educational research opportunities, and continuity of nursery operations.

OTHER AGENCY INVOLVEMENT:

Staff from Resource Management and SCWA have been involved in the negotiation of the purchase and the potential habitat mitigation uses of the property. The Office of County Counsel has reviewed the Acquisition and Management Agreement and Resolution for legal sufficiency.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE PURCHASE OF 3373 SACKETT LANE, WINTERS, CA IN PARTNERSHIP WITH THE SOLANO COUNTY WATER AGENCY AND APPROVING AN AGREEMENT BETWEEN THE COUNTY AND THE SOLANO COUNTY WATER AGENCY FOR THE ACQUISITION AND MANAGEMENT OF THE PROPERTY (Solano County Assessor Parcel 0101-020-110)

Whereas, 3373 Sackett Lane ("the Property") is a 74.30-acre property located on Putah Creek, in Solano County, immediately upstream of Lake Solano and directly downstream from the Monticello Dam; and

Whereas, the Property was once the site of a wholesale citrus nursery and the owners desire to sell to an entity that will preserve and protect the natural features of the Property; and

Whereas, the location of the Property is ideal for habitat restoration and preservation of wildlife corridors and native plants in the community; and

Whereas, working collaboratively, the County of Solano desires to jointly acquire the Property with the Solano County Water Agency (SCWA) as both agencies share a common vision and commitment to acquire the Property for preservation, restoration, and mitigation; and

Whereas, the Solano County Water Agency has agreed to initiate the purchase of the Property and has agreed to assign a fifty percent (50%) interest, as tenants in common, of the Property to the County upon close of escrow, with the understanding that the Solano County Water Agency and County shall share equally in all acquisition costs directly related to the purchase of the Property; and

Whereas, on June 23, 2020, the Board of Supervisors stated the intent of the County to acquire the Property for the sum of approximately \$2,700,000 plus costs, and set a public hearing date of July 28, 2020, to consider entering into an Acquisition and Management Agreement with SCWA; and

Whereas, Government Code section 25350 authorizes the Board of Supervisors to purchase real property in the manner proposed; and

Whereas, publication of notice of the Board's intent to acquire the Property has been provided pursuant to Government Code section 6063; and

Whereas, acquisition and management of the real property is in the best interests of the County of Solano and the general public.

Resolved by the Board of Supervisors of the County of Solano, State of California, as follows:

1. The County Administrator is authorized to execute any agreements necessary to effectuate the purchase of the property, including the Acquisition and Management Agreement with the Solano County Water Agency, for the purchase price of \$2,700,000 plus costs, the costs to be shared equally with the Solano County Water Agency.
2. The County Administrator is authorized to take all steps necessary to effectuate the intent of the purchase.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on July 28, 2020 by the following vote:

AYES:	SUPERVISORS	_____
NOES:	SUPERVISORS	_____
EXCUSED:	SUPERVISORS	_____

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

675 Texas Street
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Agenda Submittal

Agenda #:	27	Status:	Regular Calendar
Type:	Presentation	Department:	Health and Social Services
File #:	20-535	Contact:	Gerald Huber, 784-8400
Agenda date:	07/28/2020	Final Action:	
Title:	Receive a presentation and update from Shelter Solano regarding its shelter operations and contracts with Solano County		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Shelter Solano 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:

Receive a presentation and update from Shelter Solano regarding its shelter operations and contracts with Solano County.

SUMMARY:

Solano County Health & Social Services (H&SS) maintains three contracts with Shelter Solano, two with Behavioral Health which purchases approximately 25 beds per day, and one with Employment and Eligibility which provides housing services for California Opportunity and Work Responsibility to Kids ("CalWORKs") clients. In Behavioral Health, one contract is funded with Mental Health Services Act (MHSA) funds and provides an average of 15 beds per day, with an annual contract of \$500,000. This contract is intended to shelter individuals with severe mental illness who are referred by staff in the Behavioral Health system. These are typically clients who have received services at a psychiatric hospital, the crisis unit, or other intensive mental health services. The MHSA contract with Shelter Solano calls for transitional housing for a targeted time frame of six to nine months. The program is expected to provide housing case management which includes tenant education and skill building to prepare residents to live independently.

The other Behavioral Health contract is for the Proposition 47 project, funded through the Board of State and Community Corrections (BSCC), which funds an average census of 10 beds per day with an annual contract of \$310,250. Clients served in Proposition 47 who are housed with program funds require engagement in substance use disorder treatment and the shelter provides sober housing to support their recovery efforts. The Proposition 47 contract maintains clients at the shelter until they successfully complete outpatient substance use disorder treatment or until they move to a more independent living arrangement.

The CalWORKs Housing First model supports families who are homeless or at risk of becoming homeless. It provides up to two years of support including case management, housing identification, move in assistance, and rent. In July 2019 through January 2020, E&E identified 124 families eligible for this support. E&E social

workers were able to permanently house 58 families (47%). To improve this success rate, E&E issued an RFP and entered into a contract with Shelter Inc. The contract is funded through the CalWORKs Housing Support Program allocation and provides housing navigators to establish new partnerships with landlords and property managers, conduct housing inspections, secure housing for families, and develop a database of landlords and property managers. The primary performance measure requires that 80% of families referred by Employment and Eligibility are permanently housed within forty-five days. The FY2019/20 contract amount was \$52,100 and the FY2020/21 amount is \$124,900.

The shelter has arranged for contracts and other funding sources as means to expand the shelter capacity. These details will be shared by Shelter Solano as part of their presentation.

FINANCIAL IMPACT:

FY2020/21 contracts include \$500,000 in MHSA funds, \$310,250 in Proposition 47 funds and \$124,900 from the CalWORKs allocation as represented in the Department's FY2020/21 Preliminary Budget. There are no County general funds in these contracts.

DISCUSSION:

Shelter Solano operates the shelter property at 310 Beck Avenue in Fairfield for Solano County residents who are homeless. Solano County entered into two agreements with Shelter Solano in FY2018/19. The first agreement was a start-up funding agreement for \$270,000 from February 1, 2019 through January 31, 2020 and provided for two beds per night. The second agreement was a Contribution Agreement where the County excused outstanding obligations tied to the shelter property in return for one bed per night for ten (10) years. The three beds have been occupied since the start of both agreements.

Solano County Health & Social Services, Behavioral Health Division has maintained contracts with the shelter since its conversion from the prior operator, using a combination of funding sources. In January 2019, the Board approved a behavioral health contract with Shelter Inc. for \$700,000 for the period of February 1, 2019, through June 30, 2019. This initial contract included \$500,000 in MHSA funding and \$200,000 from a one-time State grant, the Homeless Mentally Ill Outreach and Treatment (HMIOT) grant. The HMIOT funds could be flexibly used to serve the homeless, and this supported some of the residents who were housed at the shelter at the time of the conversion between vendors. In that partial fiscal year, the HMIOT funds in the amount of \$250,000 and \$41,747 in MHSA funds were expended.

Solano County H&SS continues to maintain annual contracts with Shelter Solano with MHSA, Proposition 47, and CalWORKs Housing Support Program funds. Solano County's Mental Health Services Act (MHSA) Integrated Three-Year Program Plan FY 2017/20 and MHSA Annual Update FY2019/20 support ongoing efforts to provide a comprehensive array of behavioral health services encompassing prevention, early intervention, and treatment services along with the necessary infrastructure, technology and training elements to effectively support the mental health system. MHSA funded services include housing support for adults with severe mental health conditions, identified by local stakeholders as a priority service population.

The MHSA contracted deliverables and outcomes achieved from July 1, 2019, through May 30, 2020 include:

- 64 residents served, 45 of the residents admitted in FY2019/20
- Average length of stay: 78.5 days
- 59 residents discharged from the shelter, 29% (n=17) discharged to permanent housing
- 97% of residents housed 30 days or more received case management services to support housing skills
- 64% of residents who discharged to permanent housing had maintained that housing for six months

The Proposition 47 project deliverables for FY2019/20 include:

- 51 residents served
- Average length of stay: 47 days
- 44 residents discharged, and 27% successfully transitioning to a more independent living arrangement or graduated from substance use disorder treatment

The CalWORKs Housing Support Program deliverable for FY2019/20:

- From January 2020 through June 2020, 90 families referred to Shelter Inc. from E&E.
- 20 clients permanently housed - a 22% placement success rate (compared to the 80% contract requirement). At the same time, E&E social workers successfully housed 16 of these 90 families (18% of the families). To date in 2020, 40% of eligible CalWORKs families have been permanently housed.
- 29 new landlords/property managers identified in FY2019/20.

Shelter Inc. has had challenges in meeting their contracted deliverables, but this appears to be largely due to factors associated with the housing market rather than their performance itself:

- Lack of rental housing supply - there is currently a 5% vacancy rate.
- Cost of rental housing - the goal of the program is that families are permanently housed - even after E&E no longer funds the rent. Therefore, they are housed in rentals that they are likely to afford on their own. There are very few such affordable rentals.
- Competition with better candidates - CalWORKs families often have credit problems and negative tenant histories. E&E works with families to resolve these issues and become good tenants. However, landlords are not always willing to take the risk with them.

To help improve contract performance, E&E is providing Shelter Inc. with technical assistance to develop effective tracking mechanisms, improve case conferencing, and standardize monthly meetings. E&E is also providing navigation training support from Home Base.

ALTERNATIVES:

The Board may choose not to receive this presentation on Shelter Inc.; however, this presentation was requested by the Board on June 23, 2020.

OTHER AGENCY INVOLVEMENT:

Shelter Solano staff have prepared the presentation for the Board of Supervisors.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Services Update

Board of Supervisors, Solano County

July 28, 2020

John Eckstrom, CEO

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System of Care





SHELTER, Inc. Services



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Other SHELTER, Inc. Programs

- Office in downtown Fairfield

FUNDER	PROGRAM		TOTAL
CAP Solano JPA	ESG		\$ 78,000
HEAP	Prevention & Diversion	Multi-Year	\$ 800,000
CESH	Prevention & RRH	Multi-Year	\$ 482,931
BSCC	Adult Reentry	Multi-Year	\$ 857,143
PHC	RRH	Multi-Year	\$ 910,000
ESG State	RRH		\$ 124,003
CAL Works	RRH		\$ 177,000

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SHELTER Solano

- Provides Program Based Shelter with Community Bed Access and Contracted Bed Agreements.
 - Community Bed Access is established by funding that designates Coordinated Entry as the primary means for access.
 - Contracted Bed Agreements are established by County Departments, Cities, VA and Healthcare providers.

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SHELTER Solano

- Services and Opportunities Provided:
 - Case Management
 - Life Skills
 - Weekly Non-denominational Faith groups
 - Budgeting skills
 - Housing Navigation
 - Employment Services
 - Eligibility Services



Community Partnerships

- Health (H&SS, Sonoma State, La Clinica, Planned Parenthood, Touro)
- Dental (H&SS)
- Crisis Intervention (H&SS, UCSF)
- Mental Health (H&SS, NAMI, Kaiser, UCSF)
- Legal (Legal Services of Northern California, Bay Area Legal Aid, Solano Family Justice Center)
- Domestic Violence (SafeQuest)
- Food (Food Bank, Meals on Wheels)



Community Partnerships

- Faith (Non-denominational meetings)
- Coordinated Entry (Resource Connect Solano)
- Employment (Department of Rehabilitation, Workforce Development Board, Napa-Solano Building and Construction Trades Council)
- Education (Homeless Youth Services Solano County, Fairfield-Suisun Adult School, Vallejo Adult School, Solano Community College)

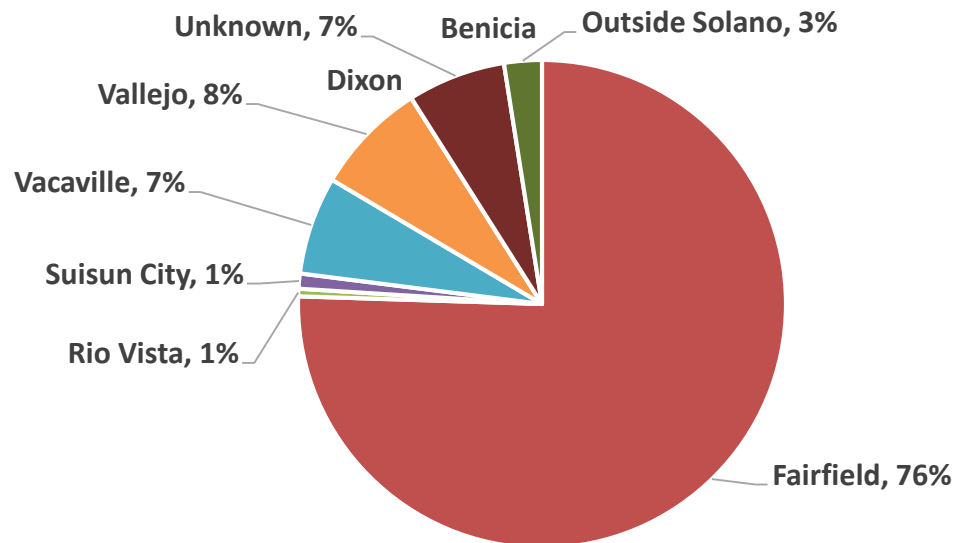
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Last Year Intakes

18/19 n=200

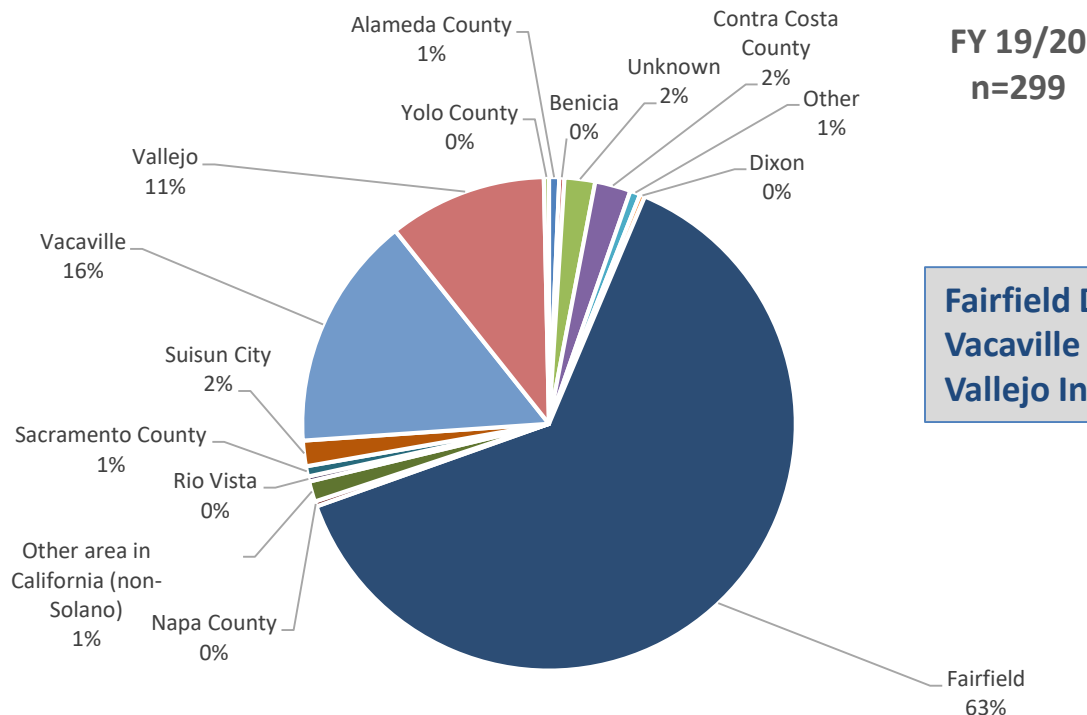


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Intakes by City

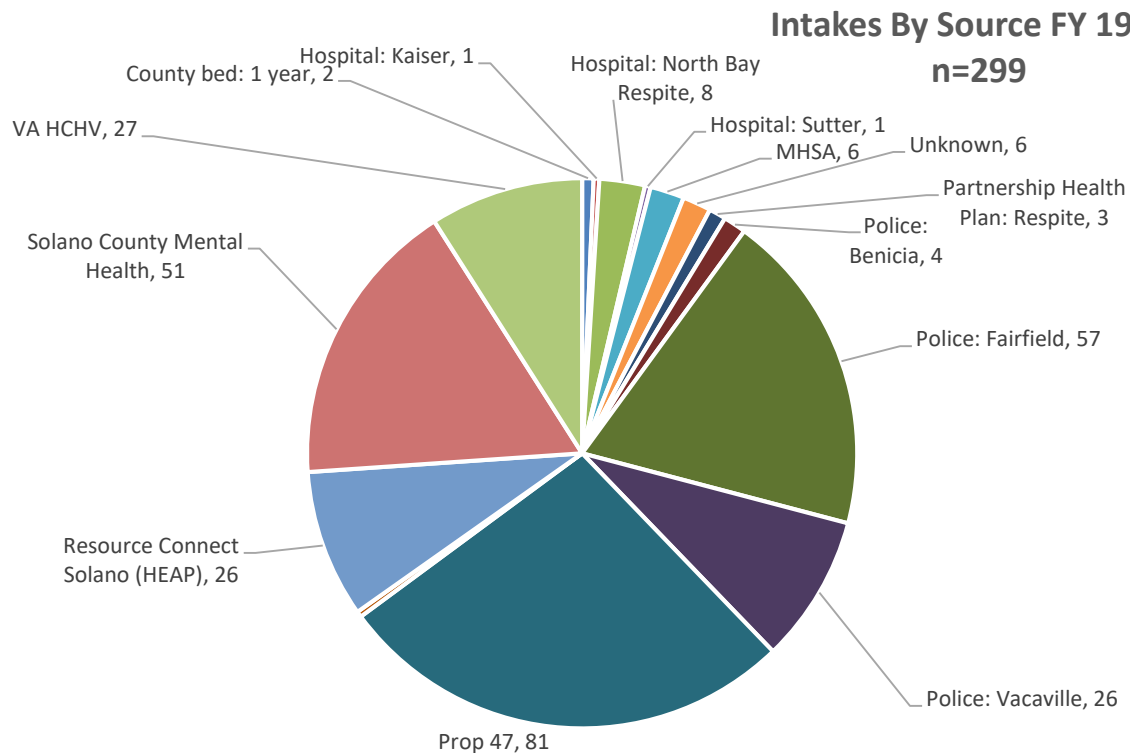


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Intakes by Source



July 28, 2020

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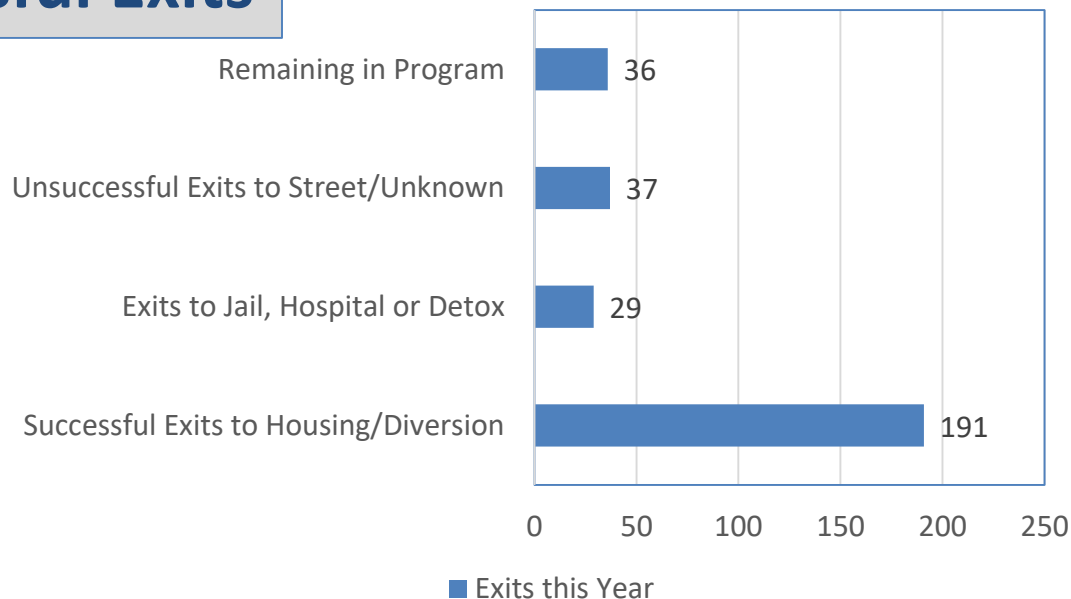
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Participant Exits

64% Successful Exits

Exits this Year



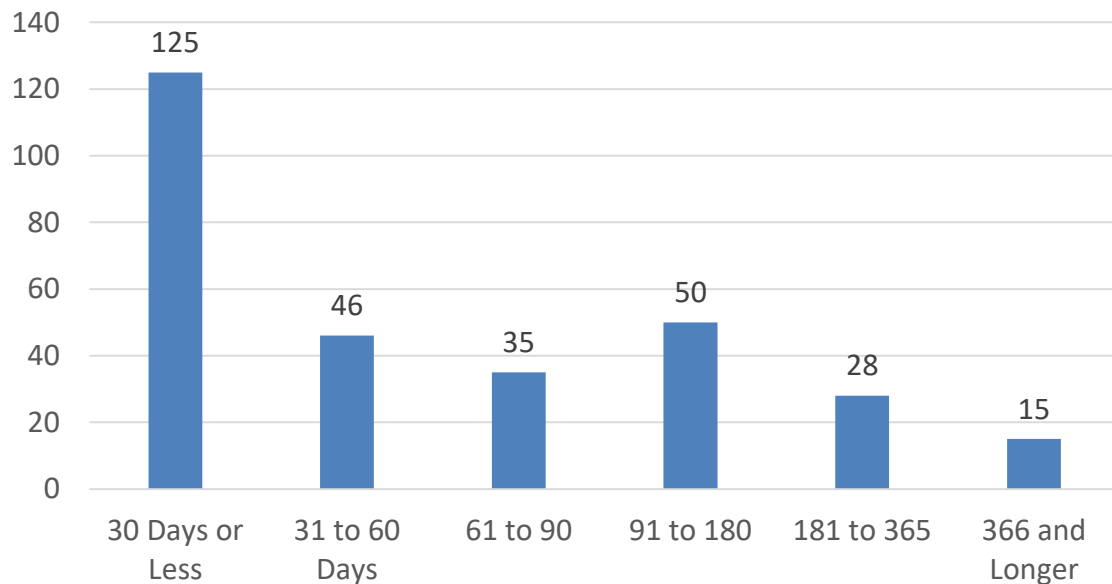
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Length of Stay

Average is 88 Days



■ Average LOS is 88 Days

July 28, 2020

- 13 -

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HOMELESSNESS

Advisory Council

- SHELTER Solano, Inc. Board of Directors
 - Executive Committee of SHELTER, Inc. Board
- Advisory Council Members
 - Chris Estay, Pastor
 - Emily Cantu, Housing Director
 - Dawn La Bar, City of Fairfield
 - Joe Uchishiba, Fairfield Police HIT
 - Steve and Becky Lessler, Business Community
 - Colleen Berumen, CEO VCSS
 - Alvaro Fuentes, Director of Clinic Consortium
 - Becky Gaba, ED Caminar Solano
 - Dana Myers, Fairfield resident
- Meeting Dates: 8/1, 9/19, 1/20, 4/20

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New Dining Hall

- Ground-Breaking set for September 2020
- Need \$1M additional funding for full completion
 - Construction is prioritized based on available funding
 - Current Funding only covers building structure
 - Funding does not cover kitchen equipment, furniture or finishings
- Reaching out to those who had previously committed support for the kitchen
- Requesting County's previously committed \$300K



Community Engagement

- Executive Board of CoC
- Active Participation in CAP Solano JPA
- Point-In-Time Count
- Fairfield HOPE Event
- Stuff the Bus
- Homelessness Forum
- Quality of Life Task Force Holiday Dinner
- Fishing Derby
- Health Fair
- Quality of Life Task Force Back to School Backpacks

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SHELTER Solano 20/21 Funding

FUNDER	PROGRAM		TOTAL
HSS	MHSA –Contract Beds: 15		\$500,000
HSS	Prop 47-Contract Beds: 10		\$310,250
VA	HCHV-Contract Beds: 18		\$624,150
City of Fairfield	HIT- Contract Beds: 10		\$286,000
City of Benicia	PD-Contract Beds: 1		\$34,675
City of Vacaville	PD-Contract Beds: 5		\$150,000
ESG	Community Beds: 6		\$200,000

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Thank You



Solano County

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

Agenda Submittal

Agenda #:	28	Status:	Regular Calendar
Type:	Resolution	Department:	General Services
File #:	20-527	Contact:	Mark Hummel, 784-7908
Agenda date:	07/28/2020	Final Action:	
Title:	Conduct a public hearing to consider adopting resolutions confirming Reports on Delinquent Garbage Accounts for mandatory garbage collection, disposal and recycling services in the unincorporated areas of Fairfield, Suisun, Vallejo, Rio Vista, Vacaville, Dixon, and Elmira, approving a \$62 administrative charge for lien processing, directing the Clerk of the Board to file a certified copy of the resolution with the County Recorder, authorizing the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2020/21 property tax roll, and authorizing the Department of General Services to record a Release of Lien when delinquent amounts are paid		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution - Fairfield Suisun, A-1 Lien List Fairfield Suisun Unincorp, B - Resolution - Vallejo, B-1 Lien List Recology Vallejo-American Canyon Vallejo Unincorp, C - Resolution - Vacaville Dixon Elmira, C-1 Lien List Recology Vacaville Elmira Dixon Unincorp, D - Resolution - Rio Vista, D-1 Lien List Rio Vista Sanitation Rio Vista		

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

Public Hearing Required? Yes ☒ No ☐

DEPARTMENTAL RECOMMENDATION:

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

1. Receive a report on Delinquent Garbage Accounts;
2. Conduct a public hearing to allow any public comments, objections or protests;
3. Make any revisions or corrections to the delinquent accounts as reported and as appropriate; and
4. Adopt the following Resolutions:
 - a) Resolution confirming Report on Delinquent Garbage Accounts for the unincorporated areas of Fairfield and Suisun (Attachment A), approving a \$62 administration fee, and authorizing and directing staff in accordance with the resolution;
 - b) Resolution confirming Report on Delinquent Garbage Accounts for the unincorporated areas of Vallejo (Attachment B), approving a \$62 administration fee, and authorizing and directing staff in accordance with the resolution;
 - c) Resolution confirming Report on Delinquent Garbage Accounts for the unincorporated areas of

Vacaville, Dixon and Elmira (Attachment C), approving a \$62 administration fee, and authorizing and directing staff in accordance with the resolution.

- d) Resolution confirming Report on Delinquent Garbage Accounts for the unincorporated area Rio Vista (Attachment D), approving a \$62 administration fee, and authorizing and directing staff in accordance with the resolution.

SUMMARY:

In accordance with service agreements between the County and garbage collection companies, including Recology, Mt. Diablo Resource Recovery and Solano Garbage Company (Republic Services); the companies provide mandatory garbage collection, disposal and recycling services for homeowners and customers in the unincorporated areas of the County surrounding the cities of Vacaville, Dixon, Elmira, Rio Vista, Vallejo, Fairfield and Suisun. The Solano County Code (Section 23-72) allows the garbage collection companies to annually assign accounts that are delinquent for more than 60 days to the County for collection. On June 23, 2020 the Board of Supervisors approved a public hearing date of July 28, 2020 to consider adopting resolutions confirming Delinquent Garbage Accounts and for the collection of delinquent amounts for property liens.

The Clerk of the Board published a notice of public hearing by the Board of Supervisors on July 28, 2020 in the Fairfield Daily Republic, the Vacaville Reporter, and the Vallejo Times Herald at a minimum of 10 days prior to the hearing date. A notice of the public hearing was also mailed directly to each delinquent account holder.

FINANCIAL IMPACT:

The collection of delinquent fees will be remitted to Recology, Mt. Diablo Resource Recovery and Solano Garbage Company (Republic Services) while a \$62 administration charge per account will be transferred to the County General Services Department for processing the delinquent fees, including the release of liens once delinquent amounts are paid by each account holder. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2020/21 Preliminary Budget.

DISCUSSION:

Recology provides collection services in the unincorporated areas of Vallejo, Vacaville, Dixon and Elmira. Mt. Diablo Resource Recovery provides collection services in the unincorporated area of Rio Vista and Solano Garbage Company (Republic Services) provides collection services in the unincorporated areas of Fairfield and Suisun. A public hearing to confirm Reports of Delinquent Garbage Accounts is required pursuant to County contractual obligations with the garbage collection companies; as well as California Government Code (Section 25831) and Solano County Code Section 23-72. The Board of Supervisors must provide an opportunity for comment, objections or protests by the public and delinquent account holders and to confirm the Report of Delinquent Garbage Accounts Report attached to this report and included with each recommended resolution. The Board may also make any revisions or corrections as deemed appropriate.

Adoption of the recommended resolutions (Attachments A, B, C and D) confirm Reports of Delinquent Garbage Accounts for Fairfield and Suisun; Vallejo; Vacaville, Dixon, and Elmira; and Rio Vista. Each resolution also approves a \$62 administrative charge for lien processing; directs the Clerk of the Board to file certified copies of each resolution with the County Recorder for the placement of liens against each property associated with the delinquent accounts; authorizes the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2020/21 property tax roll; and authorizes the Department of General Services to record a Release of Lien when delinquent amounts are paid. The confirmed Reports of Delinquent Garbage Accounts will be submitted to the Auditor-Controller's Office by August 10, 2020 to impose the delinquent fees and administrative charges as special assessments on the

FY2020/21 property tax roll.

ALTERNATIVES:

The Board could choose not to adopt the resolutions confirming delinquent garbage service accounts. This alternative is not recommended given the County's contractual obligations and Solano County Code Section 23-72. Additionally, requests to impose special assessments for FY2020/21 must be received by the County Auditor-Controller's Office by August 10, 2020.

OTHER AGENCY INVOLVEMENT:

Recology, Mt. Diablo Resource Recovery, and the Solano Garbage Company (Republic Services) provided Reports of Delinquent Garbage Accounts to the County. County Counsel reviewed the recommended resolutions. The Auditor-Controller's Office has notified the General Services Department of the deadline to include special assessments for the FY2020/21 real property tax roll.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS CONFIRMING DELINQUENT ACCOUNTS FOR GARBAGE COLLECTION, DISPOSAL AND RECYCLING SERVICES IN THE UNINCORPORATED AREAS OF FAIRFIELD AND SUISUN AND AUTHORIZING THE PROCESSING OF REAL PROPERTY LIENS

Whereas, the County of Solano administers a Service Agreement with Solano Garbage Company (Republic Services) to provide garbage collection, disposal and recycling services in the unincorporated areas of Fairfield and Suisun; and

Whereas, California Government Code section 25831 authorizes the Board of Supervisors to confirm the delinquent garbage accounts, constitute the delinquent fees as special assessments, record liens against the affected real properties for the amount due and collect in the same manner as ad valorem property taxes; and

Whereas, Solano County Code section 23-72 prescribes procedures for delinquent accounts for garbage collection, disposal and recycling services and authorizes the Board to impose an additional administrative charge to process the liens; and

Whereas, notices were provided to landowners and recipients of garbage services as required by Government Code section 25831 and Solano County Code section 23-72; and

Whereas, on June 23, 2020 the Board set July 28, 2020 as a public hearing date to consider adoption of a resolution confirming delinquent accounts; and a notice of the public hearing date was provided to each delinquent account holder and advertised as required by law.

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

1. Confirms the attached Report of Delinquent Garbage Accounts, which is incorporated by this reference, and authorizes a \$62 administrative charge to be added to each delinquent account for reimbursement to Solano County for administrative costs associated with processing the liens.
2. Directs the Clerk of the Board to file a certified copy of this resolution with the County Recorder creating liens against the parcels contained in the confirmed Report of Delinquent Garbage Accounts.
3. Authorizes the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2020/21 property tax roll.
4. Authorizes the Department of General Services to record a Release of Lien when delinquent amounts are paid.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on July 28, 2020 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

Fairfield - Suisun

County Lien Accounts 2020										
APN	Owner Name	Owner Mailing Address	City	St.	Zip	Service Name	Service Address	Delinquent Amount	County Admin	Total Lien
0044250220	AMANDA REES	6588 HORSMANS CANYON DR.	WALNUT CREEK	CA	94595	Amanda Rees	2621 Cordelia Rd	175.60	62.00	237.60
0038110070	ANGELICA SINGLETON	3578 HARSTEL DR STE. E	COLORADO SPRINGS	CO	80920-2104	ANGELICA SINGLETON	4449 TOLENAS RD	257.13	62.00	319.13
0038120150	ARNOLD E KOENING	3275 E ROBERTSON BLVD #b	CHOWCILLA	CA	93610	ARNOLD KOENING	4421 SOLANO RD	592.28	62.00	654.28
0174090120	BERMUDEZ RANCH LLC	2624 CHANSLOR AVE	RICHMOND	CA	94804	BERMUDEZ RANCH LLC	4904 N GATE RD	687.46	62.00	749.46
0174090120	BERMUDEZ RANCH LLC	2624 CHANSLOR AVE	RICHMOND	CA	94804	BERMUDEZ RANCH LLC	4904 N GATE RD #B	818.63	62.00	880.63
0174090120	BERMUDEZ RANCH LLC	2624 CHANSLOR AVE	RICHMOND	CA	94804	BERMUDEZ RANCH LLC	4904 N GATE RD #C	818.63	62.00	880.63
0174090120	BERMUDEZ RANCH LLC	2624 CHANSLOR AVE	RICHMOND	CA	94804	BERMUDEZ RANCH LLC	4904 N GATE RD #D	818.63	62.00	880.63
0174090120	BERMUDEZ RANCH LLC	2624 CHANSLOR AVE	RICHMOND	CA	94804	BERMUDEZ RANCH LLC	4904 N GATE RD #E	818.63	62.00	880.63
0174090120	BERMUDEZ RANCH LLC	2624 CHANSLOR AVE	RICHMOND	CA	94804	BERMUDEZ RANCH LLC	4904 N GATE RD #A	818.63	62.00	880.63
0174090120	BERMUDEZ RANCH LLC	2624 CHANSLOR AVE	RICHMOND	CA	94804	BERMUDEZ RANCH LLC	4904 N GATE RD	818.63	62.00	880.63
0026220040	BRENDA CASSANOVA	2538 MANKAS CORNER RD	FAIRFIELD	CA	94534	BRENDA CASSANOVA	2538 MANKAS CORNER	177.82	62.00	239.82
0026220040	CAROL BAILLIE	2538 MANKAS CORNER RD	FAIRFIELD	CA	94534	CAROL BAILLIE	2538 MANKAS CORNER	194.98	62.00	256.98
0027312030	CARDENAS ECATALINA REYES	53 WILLOTTA DR	FAIRFIELD	CA	94534	CATALINA CARDENAS	53 WILLOTTA DR	271.11	62.00	333.11
0046030010	CHARLES POWELL	2496 CORDELIA RD	FAIRFIELD	CA	94534	CHARLES POWELL	2496 CORDELIA RD	78.96	62.00	140.96
0148090080	ELAINE PAPLOS	PSC 108 BOX 32	APO	CA	9842	DANA WALTERS	1708 ROCKVILLE RD	163.65	62.00	225.65
0149170010	KENNETH SARACHAN	5055 GORDON VALLEY RD	FAIRFIELD	CA	94534	DANIEL HEGARTY	5055 GORDON VALLEY RD	544.49	62.00	606.49
0038180060	ELIZABETH WORTHY/LISA	4349 OLIVE AVE	FAIRFIELD	CA	94533	ELIZABETH WORTHY/LISA	4349 OLIVE AVE	1087.15	62.00	1149.15
0046040020	ESPERANZA SANCHEZ	2444 CORDELIA RD	FAIRFIELD	CA	94585	ESPERANZA SANCHEZ	24444 CORDELIA RD	81.53	62.00	143.53
0046040150	FRANCES M ROTZ	2436 CORDELIA RD	FAIRFIELD	CA	94534	FRANCES M ROTZ	2436 CORDELIA RD	332.45	62.00	394.45
0038120230	GUITERREZ FAMILY PROPERTIES LLC	1400 KENTUCKY ST	FAIRFIELD	CA	94534	FRANCISCO GOMEZ	4460 TOLENAS RD	470.12	62.00	532.12
0025540070	GREEN VALLEY VINEYARD LLC	1783 GREEN ACRES	FAIRFIELD	CA	94534	JENNIFER BIGGS	4144 GREEN VALLEY RD	1332.24	62.00	1394.24
0166110120	GOLDRIDGE HILLS LLC	4904 N GATE RD	FAIRFIELD	CA	94535	GOLDRIDGE HILLS LLC	5009 PEABODY RD	388.17	62.00	450.17
0038140060	ZOPFI JOHN & LEOTA	4391 OLIVE AVE	FAIRFIELD	CA	94533	JOHN ZOPFI	4391 OLIVE AVE	329.95	62.00	391.95
0440502300	JULIAN MILLHOLLIN	4160 SUISUN VALLEY RD #EE	FAIRFIELD	CA	94534	JULIAN MILLHOLLIN	2181 CORDELIA RD	332.58	62.00	394.58
0148121070	LINAN ANDREW & KAMI TR	910 CALLE DEL CABALLO ST	FAIRFIELD	CA	94534	KAMI LINAN	910 CALLE DEL CABALLO	557.33	62.00	619.33
0148230050	REGUERA GERALD	7715 GREENRIDGE WAY	FAIR OAKS	CA	95628	KYLE COFER	3560 MINERS TRAIL	1104.33	62.00	1166.33
0027190120	CHURCH OF JESUS CHRIST OF LDS	50 E NORTH TEMPLE 22ND FL	SALT LAKE CITY	UT	84150	LDS CHURCH	4039 SUISUN VALLEY RD	123.00	62.00	185
0148163210	WALTER SAULTER	602 CHERRY CT.	FAIRFIELD	CA	94534	LINDA SAULTER	602 CHERRY CT	262.68	62.00	324.68
0153130060	SALAICES LISA	2395 MORRISON LN	FAIRFIELD	CA	94534	LISA CARTER	2395 MORRISON LN	508.43	62.00	570.43
00122140030	MARTHA ANDREWS	3414 HIDDEN VALLEY LN	FAIRFIELD	CA	94534	MARTHA ANDREWS	3414 HIDDEN VALLEY	471.02	62.00	533.02
0461001800	MATT SCHWANEBECK	5055 BUS CENTER DR. STE. 108PMB	FAIRFIELD	CA	94534	MATT SCHWANEBECK	2825 CHADBOURNE RD	388.78	62.00	450.78
0147110090	PENROD JEFFERY SCOTT	20 COUNTRY CLUB DR	FAIRFIELD	CA	94534	PATRICIA PENROD	20 COUNTRY CLUB DR	117.41	62.00	179.41
0026220070	MANKAS LLC	2526 MANKAS CORNER RD	FAIRFIELD	CA	94534	PETER HALIKAS	2522 MANKAS CORNER RD	363.41	62.00	425.41
0421002700	FROST WILLIAM MICHAEL	PO BOX 815	SUISUN CITY	CA	94585	ROBIN FROST	4015 DENVERTON RD	400.14	62.00	462.14
0045090010	ELSWORTH JOHN & MARY	3592 THOMPSON RD	FAIRFIELD	CA	94534	ROLAND GARCIA	3577 RITCHIE RD	228.16	62.00	290.16
0149070190	SHARON WELSH	2230 TWIN SISTERS RD	FAIRFIELD	CA	94534	SHARON WELSH	2230 TWIN SISTERS RD	981.72	62.00	1043.72
0150260040	GURU NANAK SIKH TEMPLE	PO BOX 26	FAIRFIELD	CA	94533	SIKH TEMPLE	2948 ROCKVILLE RD	680.12	62.00	742.12
								18,595.98	2,294.00	20,889.98
					37 Total					

RESOLUTION NO. 2020 - _____

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS CONFIRMING DELINQUENT ACCOUNTS FOR GARBAGE COLLECTION, DISPOSAL AND RECYCLING SERVICES IN THE UNINCORPORATED AREAS OF VALLEJO AND AUTHORIZING THE PROCESSING OF REAL PROPERTY LIENS

Whereas, the County of Solano administers a Service Agreement with Recology to provide garbage collection, disposal and recycling services in the unincorporated areas of Vallejo; and

Whereas, California Government Code section 25831 authorizes the Board of Supervisors to confirm the delinquent garbage accounts, constitute the delinquent fees as special assessments, record liens against the affected real properties for the amount due and collect in the same manner as ad valorem property taxes; and

Whereas, Solano County Code section 23-72 prescribes procedures for delinquent accounts for garbage collection, disposal and recycling services and authorizes the Board to impose an additional administrative charge to process the liens; and

Whereas, notices were provided to landowners and recipients of garbage services as required by Government Code section 25831 and Solano County Code section 23-72; and

Whereas, on June 23, 2020 the Board set July 28, 2020 as a public hearing date to consider adoption of a resolution confirming delinquent accounts; and a notice of the public hearing date was provided to each delinquent account holder and advertised as required by law.

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

1. Confirms the attached Report of Delinquent Garbage Accounts, which is incorporated by this reference, and authorizes a \$62 administrative charge to be added to each delinquent account for reimbursement to Solano County for administrative costs associated with processing the liens.
2. Directs the Clerk of the Board to file a certified copy of this resolution with the County Recorder creating liens against the parcels contained in the confirmed Report of Delinquent Garbage Accounts.
3. Authorizes the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2020/21 property tax roll.
4. Authorizes the Department of General Services to record a Release of Lien when delinquent amounts are paid.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on July 28, 2020 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

Lien List Recology Vallejo-American Canyon Unicorp 07-17-20

APN	Owner Name	Owner Mailing	City	St	Zip	Service Name	#	Apt	Service Address	Delinq Amt	County Admin Chg	Total Lien Amt
0071230380	MICHAELS ANITA C JT	460 BANNING WAY	VALLEJO	CA	94591	MICHAELS, ANITA	460		BANNING WAY	632.87	\$62.00	\$694.87
0074252020	FORD LAURA MAE TR	1385 CLAY CT	BRENTWOOD	CA	94513	VELASQUEZ, SHANNON	1109		BELMONT AVE	109.98	\$62.00	\$171.98
0074251060	PEREZ-GOMEZ ANTONIO JT	473 MILLS DR	BENICIA	CA	94510	BOO, NANCY	1120		BELMONT AVE	72.78	\$62.00	\$134.78
0074252040	MORENO GILBERTO JT	6 MOCKINGBIRD DR	AMERICAN CANYON	CA	94503	MCKEARIN, GARY	1125		BELMONT AVE	632.87	\$62.00	\$694.87
0074251100	GORDON TERRY J & DONALD JT	1176 BELMENT AV	VALLEJO	CA	94591	GORDON, TERRY	1176		BELMONT AVE	310.15	\$62.00	\$372.15
0074252100	JONES ROBERT G JR	1201 BELMONT AVE	VALLEJO	CA	94591	JONES, ROBERT	1201		BELMONT AVE	103.76	\$62.00	\$165.76
0059102090	GUEVARA ROBIN A	360 PINE ST	MILLBRAE	CA	94030	RODRIGUEZ, SANDRA	232	REA	BENICIA RD	271.25	\$62.00	\$333.25
0059102070	GUEVARA ROBIN	360 PINE ST	MILLBRAE	CA	94030	PADILLA, ALINA	240	B	BENICIA RD	113.8	\$62.00	\$175.80
0059102070	GUEVARA ROBIN	360 PINE ST	MILLBRAE	CA	94030	PORTER, CHARELLE	240	A	BENICIA RD	68.06	\$62.00	\$130.06
0059126020	GUERRERO JOSE MOISES	612 MEADOW BAY DR	AMERICAN CANYON	CA	94503	GUERRERO, JOSE	305		BENICIA RD	338.43	\$62.00	\$400.43
0059131050	PRICE BRIAN CLARK	415 BENICIA RD	VALLEJO	CA	94590	PRICE, BRIAN	415		BENICIA RD	362.29	\$62.00	\$424.29
0059113270	HARBOUR CHARLES E II	432 BENICIA RD	VALLEJO	CA	94590	JONES, GLORIA	432		BENICIA RD	217.86	\$62.00	\$279.86
0059116170	TOBEY SANDRA LEE TR	526 BENICIA RD	VALLEJO	CA	94590	TOBEY, SANDRA	526		BENICIA RD	338.43	\$62.00	\$400.43
0071270080	TURNER GUY A & ROSE ANN	1160 BENICIA RD	VALLEJO	CA	94591	TURNER, GUY	1160		BENICIA RD	338.43	\$62.00	\$400.43
0075091060	HANSON DAVID	1169 BUSH AV	VALLEJO	CA	94591	HANSON, DAVID	1169		BUSH AVE	349.98	\$62.00	\$411.98
0061092020	CLARK DAVID III & S D TR	2322 GEORGIA ST	VALLEJO	CA	94590	CLARK, DAVID & STEPHANIE	405		CARLSON ST	107.99	\$62.00	\$169.99
0061092020	CLARK DAVID III & S D TR	2322 GEORGIA ST	VALLEJO	CA	94590	CLARK, DAVID	407		CARLSON ST	108.6	\$62.00	\$170.60
0061092080	PHYSICIANS REALTY FUND LLC	PO BOX 887	SAN RAMON	CA	94583	TAYLOR, DERRICK	429		CARLSON ST	252.64	\$62.00	\$314.64
0061092140	COOK ESSEX F & R F (ESTATE)	465 CARLSON ST	VALLEJO	CA	94590	COOK, ESSEX F & ROXELLA F	465		CARLSON ST	360.5	\$62.00	\$422.50
0059151030	HINOJOZA LUIS JT	99 CYPRESS AV	VALLEJO	CA	94590	HINOJOSA, FELICITAS	99		CYPRESS AVE	629.76	\$62.00	\$691.76
0059152020	KRASILNIKOV DMITRY & OLGA	3642 CITRUS AVE	WALNUT CREEK	CA	94598	ARREGUIN, KOLEENA	105	A	CYPRESS AVE	236.72	\$62.00	\$298.72
0059152060	PASTOR HERMAN D JT	1206 FRITZEN ST	SAN JOSE	CA	95122	GUILLEM, GERSOM	131		CYPRESS AVE	73.02	\$62.00	\$135.02
0059161030	WILLIS MARILYN J TR	10 KITTIWAKE RD	ORINDA	CA	94563	SIMMONS, GLENDA	205		CYPRESS AVE	134.36	\$62.00	\$196.36
0059161030	WILLIS MARILYN J TR	10 KITTIWAKE RD	ORINDA	CA	94563	GALBRAITH, JAMILA	207	B	CYPRESS AVE	484.31	\$62.00	\$546.31
0059161030	WILLIS MARILYN J TR	10 KITTIWAKE RD	ORINDA	CA	94563	LANDERS, CALIB	207	B	CYPRESS AVE	139.85	\$62.00	\$201.85
0059161050	BROWN REBA J	235 CYPRESS AV	VALLEJO	CA	94590	BROWN, REBA	235	A	CYPRESS AVE	226.77	\$62.00	\$288.77
0059161050	BROWN REBA J	235 CYPRESS AV	VALLEJO	CA	94590	BROWN, REBA	235	B	CYPRESS AVE	227.58	\$62.00	\$289.58
0059161040	BUENCAMINO PAULINE	237 CYPRESS AV	VALLEJO	CA	94590	CARLISLE, BRITTANY	237	B	CYPRESS AVE	696.52	\$62.00	\$758.52
0059161040	BUENCAMINO PAULINE	237 CYPRESS AV	VALLEJO	CA	94590	PAYNE, MAHANIKA	237	C	CYPRESS AVE	141.08	\$62.00	\$203.08
0059161040	BUENCAMINO PAULINE	237 CYPRESS AV	VALLEJO	CA	94590	WHITE, TIYANIA	237	A	CYPRESS AVE	144.32	\$62.00	\$206.32
0059161080	MITCHELL BRIAN	2079 CHURCH ST	OAKLAND	CA	94621	SAUNDERS, MOSI	319	A	CYPRESS AVE	155.63	\$62.00	\$217.63
0059132250	OCHOA RICARDO SAUL JT	526 CYPRESS AVE	VALLEJO	CA	94590	OCHOA, ANA ROSA &	526		CYPRESS AVE	110.07	\$62.00	\$172.07
0059125170	SFZYC INC	719 SARGENT ST	SAN FRANCISCO	CA	94132	STONE, THOMAS & JENNIE	244		EVANS AVE	168.6	\$62.00	\$230.60
0059121060	RATTU SURJEET & KULDIP JT	161 CAPE ELIZABETH	VALLEJO	CA	94591	JONES, ARIEL	315		EVANS AVE	374.81	\$62.00	\$436.81
0059124160	SEJRF LLC	PO BOX 9250	VALLEJO	CA	94591	FRANK, JOE	324		EVANS AVE	354.21	\$62.00	\$416.21
0075070380	COHENOUR ERLINA & PHILLIP G JT	1001 FULTON AV	VALLEJO	CA	94591	COHENOUR, ERLINA	1001		FULTON AVE	629.71	\$62.00	\$691.71
0074241280	ADAMS CARL	PO BOX 231	VACAVILLE	CA	95696	ADAMS, ARDINE	1010		FULTON AVE	224.95	\$62.00	\$286.95
0074241280	ADAMS CARL	PO BOX 231	VACAVILLE	CA	95696	BUSTERNA, TREVOR	1010		FULTON AVE	165.9	\$62.00	\$227.90
0075080050	SMITH WILLIAM REED II	1133 FULTON AV	VALLEJO	CA	94591	SMITH, WILLIAM	1133		FULTON AVE	628.64	\$62.00	\$690.64
0075080110	LOPEZ JUAN C	1181 FULTON AVE	VALLEJO	CA	94590	LOPEZ, JUAN CARLOS	1181		FULTON AVE	110.07	\$62.00	\$172.07
0075080410	ZWETSLOOT NICHOLAS J	2041 KAILA WAY	EL DORADO HILLS	CA	95762	GILYARD-SHYNE, ANGELINA	1223		FULTON AVE	145.29	\$62.00	\$207.29
0074252310	RAMSEY MELVIN R & CHARLENE	1234 FULTON AV	VALLEJO	CA	94590	WINNIFORD, TOM	1234		FULTON AVE	314.39	\$62.00	\$376.39
0074072430	ABAD CARLITO & TERRI JT	77 GILCREST AVENUE	VALLEJO	CA	94591	ABAD, TERRI & CALEB	77		GILLCREST AVE	110.07	\$62.00	\$172.07
0074072180	VAMVOURIS THOMAS & PAMELA	1411 E SHOREVIEW DR	SAN RAMON	CA	94582	MARTINSON, ERIN	89		GILLCREST AVE	85.79	\$62.00	\$147.79

APN	Owner Name	Owner Mailing	City	St	Zip	Service Name	#	Apt	Service Address	Delinq Amt	County Admin Chg	Total Lien Amt
0074140020	SOTO JACINTO & GLORIA E JT	6682 CHALK HILL LN	VALLEJO	CA	94591	ARELLANO, MARIA &	100		GILLCREST AVE	80.55	\$62.00	\$142.55
0074241250	MCKNIGHT EARL	PO BOX 1042	VALLEJO	CA	94590	MCKNIGHT, EARL	308		GILLCREST AVE	299.56	\$62.00	\$361.56
0074241150	THOMPSON IRENE M	PO BOX 1525	VALLEJO	CA	94590	THOMPSON, IRENE M	346		GILLCREST AVE	630.69	\$62.00	\$692.69
0075061150	PAYNE CLARENCE D JT	437 GILCREST ST	VALLEJO	CA	94589	PAYNE, CLARENCE & SHARON	437		GILLCREST AVE	418.43	\$62.00	\$480.43
0075061130	SMITH MILLIE A & JOHN H JT	447 GILCREST AV	VALLEJO	CA	94590	SMITH, MILLIE	447		GILLCREST AVE	629.59	\$62.00	\$691.59
0075113130	COLLIER JESSIE M JT	505 GILCREST AV	VALLEJO	CA	94590	SMITH, VIOLA	505		GILLCREST AVE	595.51	\$62.00	\$657.51
0075080190	GUTIERREZ JUAN J & ANALILIA JT	709 GLEN COVE RD	VALLEJO	CA	94591	GUTIERREZ, ANALILIA	709		GLEN COVE RD	229.18	\$62.00	\$291.18
0074252430	ACKELBEIN BRUCE W & KELLY K TR	813 GLEN COVE RD	VALLEJO	CA	94591	ACKELBEIN, BRUCE	813		GLEN COVE RD	110.07	\$62.00	\$172.07
0075091410	HALSTEAD JOLIN BETH	1313 GLEN COVE RD	VALLEJO	CA	94591	PLATT, JOSHUA	1313		GLEN COVE RD	223.76	\$62.00	\$285.76
0071310430	TRULL DAVID WILLIAM TR	2458 CLARET ST	NAPA	CA	94558	TRULL, CLARENCE W	1012		HARGUS AVE	632.87	\$62.00	\$694.87
0071250050	JULIANO PETER & KRISTY	1053 HARGUS AVE	VALLEJO	CA	94591	JULIANO, PETER	1041		HARGUS AVE	221.74	\$62.00	\$283.74
0071260090	GU QINGCHUN	1101 HARGUS AVE	VALLEJO	CA	94591	GU, QUINGCHUN	1101		HARGUS AVE	632.87	\$62.00	\$694.87
0071260110	SHERMAN DOUGLAS HUGH	301 BRUNSWICK DR	VALLEJO	CA	94591	SHERMAN, DOUG	1117		HARGUS AVE	632.87	\$62.00	\$694.87
0071230190	CHEE WING TUNG JT	450 HOLYOKE ST	SAN FRANCISCO	CA	94134	MARTINEZ, KAREN &	1118		HARGUS AVE	110.07	\$62.00	\$172.07
0071260140	FILIPPI RAUNA & CHRIS JT	1166 HARGUS AVE	VALLEJO	CA	94591	FILIPPI, CHRIS	1166		HARGUS AVE	463.94	\$62.00	\$525.94
0071310600	GILMORE ANTHONY L & I J JT	469 HARMONY LN	VALLEJO	CA	94591	GILMORE, ANTHONY & ICELENE	469		HARMONY LN	72.78	\$62.00	\$134.78
0074060370	SEAY SHAMIR	101 HUGH ST	VALLEJO	CA	94591	SEAY, SHAMIR	101		HUGH ST	219.3	\$62.00	\$281.30
0074060570	SNEED DAVID R	105 HUGH ST	VALLEJO	CA	94591	SARABIA, LORI &	105		HUGH ST	496.39	\$62.00	\$558.39
0059142270	CRAWFORD CORNELIUS	102 IDORA AVE	VALLEJO	CA	94590	CRAWFORD, CORNELIUS	102		IDORA AVE	418.42	\$62.00	\$480.42
0061091010	ALSTON-DAVIS DONNA	1501 LEMON ST	VALLEJO	CA	94590	ALSTON-DAVIS, DONNA & EWAN	1503		LEMON ST	632.87	\$62.00	\$694.87
0059132150	ALEXANDER JUANETHEL	1639 LEMON ST	VALLEJO	CA	94590	ALEXANDER, JUANETHEL	1639		LEMON ST	1256.1	\$62.00	\$1,318.10
0059133250	LOU MICHELLE LEE QEE	PO BOX 1101	SUISUN CITY	CA	94585	TORRES, GENE	1721		LEMON ST	110.07	\$62.00	\$172.07
0074120230	WILLIAMS MARGIE R (TOD)	5135 EL CAMINO AVE #23	CARMICHAEL	CA	95608	WILLIAMS, MARGIE R	1008		LEWIS AVE	613.04	\$62.00	\$675.04
0074150150	BAULWIN DAVE F JT	1117 LEWIS AVE	VALLEJO	CA	94591	SIMPKINS, MARCUS	1117		LEWIS AVE	225.09	\$62.00	\$287.09
0074140230	NARANJO JOSE A	1140 LEWIS AVE	VALLEJO	CA	94591	NARANJO, JOSE	1140		LEWIS AVE	712.97	\$62.00	\$774.97
0074150110	AGOSTA DAWN M	1163 LEWIS RD	VALLEJO	CA	94591	AGUSTA, JOSEPH	1163		LEWIS AVE	633.1	\$62.00	\$695.10
0074150110	PASHINIAN, JOEL	1718 MAGAZINE ST	VALLEJO	CA	94591	PASHINIAN, JOEL	1718		MAGAZINE ST	556.29	\$62.00	\$618.29
0075115070	WEBER EDWARD L & CAROL B	1045 BENICIA ROAD	VALLEJO	CA	94591	WILSON, TINA L	1731		MAGAZINE ST	110.07	\$62.00	\$172.07
0075070180	HUGHES LILY J TR	148 STANFORD DR	VALLEJO	CA	94589	HUGHES, L.J.	1760		MAGAZINE ST	221.74	\$62.00	\$283.74
0075091320	BOOTH KENNETH E	1800 MAGAZINE ST	VALLEJO	CA	94591	BOOTH, KENNETH	1800		MAGAZINE ST	628.86	\$62.00	\$690.86
0075091360	DIAZ LOUIS	1804 MAGAZINE ST	VALLEJO	CA	94591	DIAZ, LOUIS	1804		MAGAZINE ST	613.02	\$62.00	\$675.02
0075092030	WANG YU-RUO	432 CITRUS AVE	DALY CITY	CA	94014	FOSTER, SU PRENA	1811		MAGAZINE ST	279.8	\$62.00	\$341.80
0075092040	SINGH BALBIR	3873 SHADY OAK CT	TURLOCK	CA	95382	BONILLAS, MARIA	1815		MAGAZINE ST	338.43	\$62.00	\$400.43
0075092050	HU CHUNLIN	4823 BENTWOOD WAY	GRANITE BAY	CA	95746	TASHINIAN, JOEL	1817		MAGAZINE ST	92.47	\$62.00	\$154.47
0075091490	HALL JONATHAN & JULIE JT	1830 MAGAZINE ST	VALLEJO	CA	94591	HALL, JONATHAN	1830		MAGAZINE ST	110.07	\$62.00	\$172.07
0075092110	REILLY KEVIN	193 MORNING SUN AV	MILL VALLEY	CA	94941	DANCEL, SALINA	1901		MAGAZINE ST	82.55	\$62.00	\$144.55
0075091200	HARRIS THEODORE & DORLENE TR	1906 MAGAZINE ST	VALLEJO	CA	94591	HARRIS, THEODORE & DORLENE	1906		MAGAZINE ST	649.46	\$62.00	\$711.46
0074060170	HUYNH DAVID JT	150 DARTMOUTH AVE	VALLEJO	CA	94589	HUYNH, DAVID	7		MARGO LN	110.07	\$62.00	\$172.07
0071230120	ARRIAGA FERNANDO & ROSITA V JT	1069 ORCHARD AV	VALLEJO	CA	94591	ARRIAGA, FERNANDO & ROSE	1069		ORCHARD AVE	630.14	\$62.00	\$692.14
0071230270	WEHARA WILLIAM V TR	255 WINDSOR WY	VALLEJO	CA	94591	HUMPAL, BRIAN & YANCY, EDWIN	1087		ORCHARD AVE	631.38	\$62.00	\$693.38
0059152130	ARIAS JAVIER & HILARIA TR	329 RIDGE AVE	VALLEJO	CA	94591	DEL TORO, GEORGE & AARON	417		PHILIP ST	338.43	\$62.00	\$400.43
0059123140	GUNKEL HELEN R	513 PHILIP ST	VALLEJO	CA	94590	GUNKEL, JACK	513		PHILIP ST	221.74	\$62.00	\$283.74
0061101120	MARCADIER ALINE	24 REIS AVE	VALLEJO	CA	94590	MARCADIER, ALINE &	24		REIS AVE	110.07	\$62.00	\$172.07
0074241090	ROJAS ROSETTA	335 RIDGE AVE	VALLEJO	CA	94591	ROJAS, ARMANDO	335		RIDGE AVE	110.07	\$62.00	\$172.07

APN	Owner Name	Owner Mailing	City	St	Zip	Service Name	#	Apt	Service Address	Delinq Amt	County Admin Chg	Total Lien Amt
0074252330	SCARVER JARU ROBERT JT	340 RIDGE AVE	VALLEJO	CA	94591	SCARVER, JARU	340		RIDGE AVE	221.74	\$62.00	\$283.74
0075070030	TSUEI RICHARD JT	407 RIDGE AVE	VALLEJO	CA	94591	TSUEI, RICHARD & YE WEN	407		RIDGE AVE	221.74	\$62.00	\$283.74
0075080390	DAVIS LORITA M	408 RIDGE AVE	VALLEJO	CA	94591	DAVIS, LORITA	408		RIDGE AVE	228.01	\$62.00	\$290.01
0075080370	BAILHACHE CHARLES A & M J TR	416 RIDGE AVE	VALLEJO	CA	94591	BAILHACHE, CHARLES	416		RIDGE AVE	114.88	\$62.00	\$176.88
0075070070	CRISOSTO JANET N	427 RIDGE AVE	VALLEJO	CA	94591	BARRINGER, JANET	427		RIDGE AVE	338.43	\$62.00	\$400.43
0075070080	HERNANDEZ JOSE I	429 RIDGE AV	VALLEJO	CA	94591	HERNANDEZ, JOSE I	429		RIDGE AVE	361.84	\$62.00	\$423.84
0075070090	BOATRIGHT SHARON M	469 LOPES #F	FAIRFIELD	CA	94534	CARTER, JACKIE	501		RIDGE AVE	299.01	\$62.00	\$361.01
0075070120	SILVA JOSEPH M & ERIKA M JT	511 RIDGE AVE	VALLEJO	CA	94591	GUTIERREZ, JUANA	511		RIDGE AVE	632.87	\$62.00	\$694.87
0062030260	CLYMENS BARBARA J	28 SANDY BEACH RD	VALLEJO	CA	94590	CLYMENS, BARBARA	28		SANDY BEACH RD	38.43	\$62.00	\$100.43
0059125090	CANDIDO ELIZABETH	101 SPERRY AV	VALLEJO	CA	94590	CANDIDO, ELIZABETH	101		SPERRY AVE	287.21	\$62.00	\$349.21
0059125080	RUPPERT GLORIA GEE TR	23 WINDWARD RD	BELVEDERE	CA	94920	DEMARTINI, JOSEPH	109		SPERRY AVE	110.07	\$62.00	\$172.07
0059126100	BERRY-BAILEY SONYA JT	210 SPERRY AV	VALLEJO	CA	94590	BAILEY, ROYLAND & SONYA	210		SPERRY AVE	632.87	\$62.00	\$694.87
0059126110	SEYMOUR DANA FERRIS TR	PO BOX 3344	VALLEJO	CA	94590	PEREZ, ANNA	216		SPERRY AVE	146.61	\$62.00	\$208.61
0059132320	DAVIS ANDREW T TR	2471 SOLANO AV #119	NAPA	CA	94558	GARCIA, JORGE	108		STARR AVE	223.76	\$62.00	\$285.76
0074060240	LUSBY DONNA TR	562 BIRKDALE DR	VALLEJO	CA	94591	LESBY, RAMONE	1008		TAYLOR AVE	100.9	\$62.00	\$162.90
0074120500	TALEB ALYAA	1009 TAYLOR AVE	VALLEJO	CA	94591	CAUSING, JOSE	1009		TAYLOR AVE	74.3	\$62.00	\$136.30
0074120500	TALEB ALYAA	1009 TAYLOR AVE	VALLEJO	CA	94591	TALEB, ANEERA	1009		TAYLOR AVE	224.64	\$62.00	\$286.64
0074060450	REVIVAL CENTER MINISTRIES	1014 TAYLOR AVE	VALLEJO	CA	94590	REVIVAL CENTER MINISTRIES	1014		TAYLOR AVE	213.55	\$62.00	\$275.55
0074060450	REVIVAL CENTER MINISTRIES	1014 TAYLOR AVE	VALLEJO	CA	94590	REVIVAL CENTER MINISTRIES	1016		TAYLOR AVE	214.51	\$62.00	\$276.51
0074140050	FAIRCHILD MORTISHIA C	1113 TAYLOR AVE	VALLEJO	CA	94591	FAIRCHILD, MORTISHA &	1113		TAYLOR AVE	183.76	\$62.00	\$245.76
0074071170	DUBLIN INVESTMENT GROUP LLC	6066 TURNBERRY DR	DUBLIN	CA	94568	DUBLIN INVESTMENT GROUP	1241		TAYLOR AVE	110.07	\$62.00	\$172.07
0074071171	DUBLIN INVESTMENT GROUP LLC	P.O. BOX 1987	DANVILLE	CA	94526	DUBLIN INVESTMENT GROUP	1245		TAYLOR AVE	110.07	\$62.00	\$172.07
0059123170	RODRIGUEZ HECTOR J JT	23 THOMAS AV	VALLEJO	CA	94590	ALENCASTRO, ANA	23		THOMAS AVE	101.14	\$62.00	\$163.14
0059124100	ESGEM LLC	PO BOX 9250	VALLEJO	CA	94591	MORRISON, JAMES	216		THOMAS AVE	231.21	\$62.00	\$293.21
0059132010	ESCALANTE ANTONIO & MARIA I JT	1160 BUSH AV	VALLEJO	CA	94591	FLORES, OSCAR	309		THOMAS AVE	632.38	\$62.00	\$694.38
0059132010	ESCALANTE ANTONIO & MARIA I JT	1160 BUSH AV	VALLEJO	CA	94591	GONZALES, FRANCISCO	309	A	THOMAS AVE	571.58	\$62.00	\$633.58
0059132010	ESCALANTE ANTONIO & MARIA I JT	1160 BUSH AV	VALLEJO	CA	94591	TIOIANO, RUBI	309	A	THOMAS AVE	55.04	\$62.00	\$117.04
0059132020	ESCALANTE ANTONIO & MARIA I JT	1160 BUSH AV	VALLEJO	CA	94590	RODRIGUEZ, JUAN	315		THOMAS AVE	632.85	\$62.00	\$694.85
0059131160	GEDDINS MARLON	326 THOMAS ST	VALLEJO	CA	94590	GEDDINS, MARLON	326		THOMAS AVE	658.86	\$62.00	\$720.86
0059133260	HALL ROYZELL O TR	130 HORIZON WAY	AMERICAN CANYON	CA	94503	SMITH, BRIANNA & JERANETTA	344		THOMAS AVE	139.73	\$62.00	\$201.73
0059133200	ELI WILBERT	356 THOMAS AV	VALLEJO	CA	94590	WILBERT, ELI	356		THOMAS AVE	315.85	\$62.00	\$377.85
0059133190	ROHRER GREGORY	360 THOMAS AV	VALLEJO	CA	94590	BORDERS, ZACHARY	360		THOMAS AVE	26.92	\$62.00	\$88.92
0059133190	ROHRER GREGORY	360 THOMAS AV	VALLEJO	CA	94590	LEITAO. LORNA	360		THOMAS AVE	234.81	\$62.00	\$296.81
0074060460	ROSS GARRY L & LOLA M TR	1136 THIRD AV	NAPA	CA	94558	ROSS, LOLA	66		VICTORIA ST	627.72	\$62.00	\$689.72
0074080260	SKALIN ELENA A	6786 SAWYERS CREEK RD	WESTERVILLE	OH	43081	FERGERSTROM, DYLAN	1136		WARREN AVE	389.24	\$62.00	\$451.24
0074140150	STEVENSON CARRIE E	1141 WARREN AVE	VALLEJO	CA	94590	STEVENSON, CARRIE	1141		WARREN AVE	632.87	\$62.00	\$694.87
0074160770	LEIGH ALEXANDER	1627 9TH AVENUE	SAN FRANCISCO	CA	94122	AVERY, DJESON	1200		WARREN AVE	221.74	\$62.00	\$283.74
0059142120	KIROGA JOSE & OTILIA	40 WOODROW AV	VALLEJO	CA	94590	KIROGA, JOSE & ALBERTO ESPARZA	40	A/B	WOODROW AVE	1265.68	\$62.00	\$1,327.68
									TOTALS	\$40,766.47	\$7,812.00	\$48,578.47

RESOLUTION NO. 2020 - _____

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS CONFIRMING DELINQUENT ACCOUNTS FOR GARBAGE COLLECTION, DISPOSAL AND RECYCLING SERVICES IN THE UNINCORPORATED AREAS OF VACAVILLE, DIXON, AND ELMIRA, AND AUTHORIZING THE PROCESSING OF REAL PROPERTY LIENS

Whereas, the County of Solano administers a Service Agreement with Recology Vacaville Solano to provide garbage collection, disposal and recycling services in the unincorporated areas of Vacaville, Dixon, and Elmira; and

Whereas, California Government Code section 25831 authorizes the Board of Supervisors to confirm the delinquent garbage accounts, constitute the delinquent fees as special assessments, record liens against the affected real properties for the amount due and collect in the same manner as ad valorem property taxes; and

Whereas, Solano County Code section 23-72 prescribes procedures for delinquent accounts for garbage collection, disposal and recycling services and authorizes the Board to impose an additional administrative charge to process the liens; and

Whereas, notices were provided to landowners and recipients of garbage services as required by Government Code section 25831 and Solano County Code section 23-72; and

Whereas, on June 23, 2020 the Board set July 28, 2020 as a public hearing date to consider adoption of a resolution confirming delinquent accounts; and a notice of the public hearing date was provided to each delinquent account holder and advertised as required by law.

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

1. Confirms the attached Report of Delinquent Garbage Accounts, which is incorporated by this reference, and authorizes a \$62 administrative charge to be added to each delinquent account for reimbursement to Solano County for administrative costs associated with processing the liens.
2. Directs the Clerk of the Board to file a certified copy of this resolution with the County Recorder creating liens against the parcels contained in the confirmed Report of Delinquent Garbage Accounts.
3. Authorizes the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2020/21 property tax roll.
4. Authorizes the Department of General Services to record a Release of Lien when delinquent amounts are paid.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on July 28, 2020 by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk

Recology Vacaville-Dixon-Elmira

APN	Owner Name	Owner Mailing Address	City	St	Zip	Service Name	House#	Apt	Service Address	Delinq Amt	County Admin Chg	Total Lien Amt
0102221030	BUSTOS SAMUEL R & DIANE M JT	7101 CARRINGTON LN	VACAVILLE	CA	95688	BUSTOS, DIANE & SAMUEL	7101		CARRINGTON LN	\$105.23	\$62.00	\$167.23
0105030650	CHISAMORE THOMAS & TONI TR	7763 CHISAMORE RANCH LN	VACAVILLE	CA	95688	CHISAMORE, THOMAS	7763		CHISAMORE RANCH	\$41.53	\$62.00	\$103.53
0106021240	GODBEER RAYMOND	4864 COLE RD	VACAVILLE	CA	95688	MONTGOMERY, MELISSA	4864		COLE RD	\$95.07	\$62.00	\$157.07
0133020120	RHODES NELL ADELENE TR (EST)	10556 COMBIE RD STE 6345	AUBURN	CA	95602	BOWERS, HEATHER	3370		COTTING LN	\$390.27	\$62.00	\$452.27
0106260620	NEWLAND ADAM SCOTT	4597 CRAIG LN	VACAVILLE	CA	95688	NEWLAND, SHERRI	4597		CRAIG LN	\$440.67	\$62.00	\$502.67
0109140160	GRIFFIN JULIE A & MARTIN M JT	7412 ELIZABETH RD	VACAVILLE	CA	95688	GRIFFIN, JULIE & MARTY	7412		ELIZABETH RD	\$440.67	\$62.00	\$502.67
0133050150	ANDERSON CHARLES A & C A	5049 ELLSWORTH RD	VACAVILLE	CA	95688	ANDERSON, CHARLES	5049		ELLSWORTH RD	\$95.07	\$62.00	\$157.07
0142061170	GIGGEY JAMES L	6963 MILLS LN	VACAVILLE	CA	95688	PEPPER, MEGAN	5319	C	ELMIRA RD	\$109.29	\$62.00	\$171.29
0105050440	DAHLIN PATRICIA J JT	7668 ENGLISH HILLS RD	VACAVILLE	CA	95688	DOTSON, MYLISSA	7668		ENGLISH HILLS	\$440.67	\$62.00	\$502.67
0105050920	DUBAY DOROTHY A	7675 ENGLISH HILLS RD	VACAVILLE	CA	95688	DUBAY, DAVID & DOROTHY	7675		ENGLISH HILLS	\$440.67	\$62.00	\$502.67
0105020660	BRUSSEAU THOMAS B TR	7760 ENGLISH HILLS RD	VACAVILLE	CA	95688	BRUSSEAU, TOM	7760		ENGLISH HILLS	\$27.40	\$62.00	\$89.40
0105020660	BRUSSEAU THOMAS B TR	7760 ENGLISH HILLS RD	VACAVILLE	CA	95688	BRUSSEAU,CATHY	7760		ENGLISH HILLS	\$272.18	\$62.00	\$334.18
0142032010	GOMEZ ROBERT W	6103 FIRST ST PO BOX 393	ELMIRA	CA	95625	GOMEZ, ROBERT	6103		FIRST ST	\$416.38	\$62.00	\$478.38
0123030510	ZWICK MICHAEL & KAREN TR	6986 GIBSON CANYON RD	VACAVILLE	CA	95688	ZWICK, KAREN & MICHAEL	6986		GIBSON CANYON RD	\$95.07	\$62.00	\$157.07
0106210090	EDMONSON ELMER P	7337 HARTLEY RD	VACAVILLE	CA	95688	EDMONDSON, WINONA	7337		HARTLEY RD	\$292.33	\$62.00	\$354.33
0106090320	GALLEGOS JOE D III	5055 BUSINESS CENER DR STE 108-135	FAIRFIELD	CA	94534	GALLEGOS, JOE	7621		HARTLEY RD	\$191.53	\$62.00	\$253.53
0142101080	BERTINOIA ADAM A	125 CARLSBAD CIR	VACAVILLE	CA	95687	BERTONIA, ADAM	5386		HAZEN ST	\$191.53	\$62.00	\$253.53
0112120160	JACKSON AARON T	8119 KING RD	DIXON	CA	95620	JACKSON, AARON & MARQUI	8119		KING RD	\$426.20	\$62.00	\$488.20
0104072340	PUENTES DANIEL JT	8318 KOBERT RD	WINTERS	CA	95694	PUENTES, GEORGINA & PUENTES	8318		KOBERT RD	\$397.67	\$62.00	\$459.67
0104170050	ALLEN STEVEN J	PO BOX 1688	LINCOLN	CA	95648	TIBBETTS, MATTHEW & GRACE	8440		KOBERT RD	\$95.07	\$62.00	\$157.07
0106090160	BELCHER GILDA TR	7616 LOCKE RD	VACAVILLE	CA	95688	BELCHER, RAYMOND	7616		LOCKE RD	\$276.20	\$62.00	\$338.20
0106052170	ROYER BRIAN A & SARA A	7722 LOCKE RD	VACAVILLE	CA	95688	ROYER, SARA & BRIAN	7720		LOCKE RD	\$461.64	\$62.00	\$523.64
0106052230	HAYNES WILLIE GEORGE	7750 LOCKE RD	VACAVILLE	CA	95688	HAYNES, ODIS	7750		LOCKE RD	\$440.65	\$62.00	\$502.65
0106052240	RINEER MICHAEL	7778 LOCKE RD	VACAVILLE	CA	95688	RINEER, MICHAEL	7778		LOCKE RD	\$292.33	\$62.00	\$354.33
0106021140	KEMP MARGARET A JT	7885 N LOCKE RD	VACAVILLE	CA	95688	MUNO, KIMBERLY	7885		LOCKE RD	\$619.95	\$62.00	\$681.95
0106022100	NAJAR TREVOR & CHIRISSY	7948 N LOCKE RD	VACAVILLE	CA	95688	MINOR, ANGELA & ZACH	7948	B	LOCKE RD	\$325.94	\$62.00	\$387.94
0106080290	FOLAN JAMES	7260 MAVERICK LN	VACAVILLE	CA	95688	FOLAN, JAMES	7620		MAVERICK LN	\$108.50	\$62.00	\$170.50
0106090030	PINTEN JONATHAN B	7670 MAVERICK LN	VACAVILLE	CA	95688	PINTEN, KARI & JONATHAN	7670		MAVERICK LN	\$191.53	\$62.00	\$253.53
0105040160	TODD HEATHER E	3941 MEADOWBROOK LN	VACAVILLE	CA	95688	BRESSLER, EDWARD	3941		MEADOWBROOK LN	\$440.67	\$62.00	\$502.67
0109070230	HANNER JOYE LOUISE	7544 MERIDIAN RD NORTH	VACAVILLE	CA	95688	HANNER, LOUISE	7544		MERIDIAN RD NORTH	\$440.67	\$62.00	\$502.67
0106060050	WOOD BRIAN R & KELLY M JT	7833 N MERIDIAN RD	VACAVILLE	CA	95688	STEVENS, WILLIAM	7833		MERIDIAN RD NORTH	\$65.69	\$62.00	\$127.69
0106190220	TRAFICANTE STEPHEN R	4633 MIDWAY RD	VACAVILLE	CA	95688	TRAFICANTE, KRISTIN	4633		MIDWAY RD	\$240.84	\$62.00	\$302.84
0104170130	WALL JULIA A & TERRY A	4884 NOBLE CT	WINTERS	CA	95694	WALL, JULIA	4884		NOBLE CT	\$292.33	\$62.00	\$354.33
0109050020	WADE JAMES	PO BOX 1450	DIXON	CA	95620	WADE, EMILY	7710		NUNES RD	\$226.18	\$62.00	\$288.18
0105050340	SAPP STEVEN E TR	21009 S MURPHY RD	RIPON	CA	95366	SAPP, AARON & CHRISTINA	4230		PEACEFUL GLEN	\$439.24	\$62.00	\$501.24
0121191170	HUTCHINSON GINA LOUISE	17440 GRAND ISLAND ROAD	WALNUT GROVE	CA	95690	ROBINSON, ARTHURIA & MARCUS	7025		PLEASANT HILLS RANCH	\$644.74	\$62.00	\$706.74
0134250300	STANIEWICZ MARY J JT	5100 POPLAR RD	VACAVILLE	CA	95687	TROOK, NEYDE &	5100		POPLAR RD	\$82.39	\$62.00	\$144.39
0133170060	MARSHALL RUSSELL H TR	PO BOX 1942	CAMPBELL	CA	95008	MARSHALL, RUSSELL	5193		POPLAR RD	\$367.52	\$62.00	\$429.52
0106021330	SANDOVAL DINO TR	717 SILVER AV	SAN FRANCISCO	CA	94134	SANDOVAL, DINO	4759		RIDGEVIEW LN	\$95.07	\$62.00	\$157.07
0106040400	BROWN LISA ANN	112 SOUTHWOOD CT	VACAVILLE	CA	95687	SHAWN, LISA	4545		SHAWN LN	\$461.89	\$62.00	\$523.89
0106052060	LEWIS PAUL G & RUTH J JT	4852 STORE RD	VACAVILLE	CA	95688	LEWIS, PAUL & RUTH	4852		STORE RD	\$387.65	\$62.00	\$449.65
0106052070	STAKE MARGARET M	4860 STORE RD	VACAVILLE	CA	95688	STAKE, MARGARET	4860		STORE RD	\$440.65	\$62.00	\$502.65
0104072290	CORBELLA VINCENT M & SUSIE JT	5051 SWEENEY RD	WINTERS	CA	95694	CORBELLA, VINCENT	5051		SWEENEY RD	\$650.93	\$62.00	\$712.93
0142103110	VASQUEZ JOSE JT	5387 VACA STATION RD	VACAVILLE	CA	95687	VASQUEZ, SARA &	5387		VACA STATION RD	\$293.57	\$62.00	\$355.57
0142093100	CORTES FRITZIE	5406 VACA STATION RD	ELMIRA	CA	95625	CORTES, FRITZIE	5406		VACA STATION RD	\$191.53	\$62.00	\$253.53
									OCM TOTAL 45	\$13,482.80	\$2,790.00	\$16,272.80

RESOLUTION NO. 2020 - _____

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS CONFIRMING DELINQUENT ACCOUNTS FOR GARBAGE COLLECTION, DISPOSAL AND RECYCLING SERVICES IN THE UNINCORPORATED AREAS OF RIO VISTA AND AUTHORIZING THE PROCESSING OF REAL PROPERTY LIENS

Whereas, the County of Solano administers a Service Agreement with Mount Diablo Resource Recovery to provide garbage collection, disposal and recycling services in the unincorporated areas of Rio Vista; and

Whereas, California Government Code section 25831 authorizes the Board of Supervisors to confirm the delinquent garbage accounts, constitute the delinquent fees as special assessments, record liens against the affected real properties for the amount due and collect in the same manner as ad valorem property taxes; and

Whereas, Solano County Code section 23-72 prescribes procedures for delinquent accounts for garbage collection, disposal and recycling services and authorizes the Board to impose an additional administrative charge to process the liens; and

Whereas, notices were provided to landowners and recipients of garbage services as required by Government Code section 25831 and Solano County Code section 23-72; and

Whereas, on June 23, 2020 the Board set July 28, 2020 as a public hearing date to consider adoption of a resolution confirming delinquent accounts; and a notice of the public hearing date was provided to each delinquent account holder and advertised as required by law.

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

1. Confirms the attached Report of Delinquent Garbage Accounts, which is incorporated by this reference, and authorizes a \$62 administrative charge to be added to each delinquent account for reimbursement to Solano County for administrative costs associated with processing the liens.
2. Directs the Clerk of the Board to file a certified copy of this resolution with the County Recorder creating liens against the parcels contained in the confirmed Report of Delinquent Garbage Accounts.
3. Authorizes the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2020/21 property tax roll.
4. Authorizes the Department of General Services to record a Release of Lien when delinquent amounts are paid.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on July 28, 2020 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

Rio Vista Lien Report

CO	CUST#	CUSTOMER NAME	SERVICE NAME	BILLING ADDR	BILLING CITY	BILLING STATE	BILLING ZIP	SERVICE ADDR	SERVICE CITY	SERVICE STATE	SERVICE ZIP	<u>BAL DUE</u>	<u>County Admin Chg</u>	<u>Total Lien Amt</u>
02	382	LEE WILLIAMS	LEE WILLIAMS	8274 B & R LN	RIO VISTA	CA	945710397	8274 B & R LN	RIO VISTA	CA	94571	\$160.50	\$62.00	\$222.50
02	590	HIGH WINDS LLC	HIGH WINDS LLC	6700 BIRDSLANDING RD	BIRDSLANDING	CA	94512	6700 BIRDSLANDING RD	RIO VISTA	CA	94571	\$1,442.55	\$62.00	\$1,504.55
02	1160	RICHARD VITALIE	RICHARD VITALIE	1065 COLLINSVILLE RD	BIRDSLANDING	CA	94585	1065 COLLINSVILLE RD	BIRDSLANDING	CA	94585	\$582.26	\$62.00	\$644.26
02	3114	EDF RENEWABLES SERVICE INC.	EDF RENEWABLES SERVICE INC.	PO BOX 504080	SAN DIEGO	CA	92150	6523 MONTEZUMA HILLS RD	RIO VISTA	CA	94571	\$3,653.88	\$62.00	\$3,715.88
02	3124	JEANNE MC CORMACK	JEANNE MC CORMACK	P O BOX 565	RIO VISTA	CA	945710565	8192 MONTEZUMA HILLS RD	RIO VISTA	CA	94571	\$214.00	\$62.00	\$276.00
02	4295	MARK DANA	MARK DANA	3545 SHILOH RD	Suisun City	CA	945859791	3545 SHILOH RD	BIRDSLANDING	CA	94512	\$167.50	\$62.00	\$229.50
02	5818	PROJECT SHILOH 1 WIND PROJECT	SHILOH 1 WIND PROJECT	162 CANCO RD	PORTLAND	ME	04103	6283 MONTEZUMA HILLS RD	BIRDS LANDING	CA	94571	\$1,164.15	\$62.00	\$1,226.15
02	7672	CARLOS CAMACHO	CARLOS CAMACHO	6050 MAUDS LN	SUISUN CITY	CA	94585	6050 MAUDS LN	SUISUN CITY	CA	94585	\$267.50	\$62.00	\$329.50
02	8291	JASON CARPENTER	JASON CARPENTER	8269 B & R LN	RIO VISTA	CA	94571	8269 B & R LN	RIO VISTA	CA	94571	\$267.50	\$62.00	\$329.50
02	9835	MONTEZUMA WIND LLC	MONTEZUMA WIND LLC	6720 BIRDSLANDING RD	BIRDS LANDING	CA	94512	6720 BIRDSLANDING RD	RIO VISTA	CA	94571	\$4,558.17	\$62.00	\$4,620.17
02	11251	CAROLYN MIJARES	CAROLYN MIJARES	3409 SNUG HARBOR RD	WALNUT GROVE	CA	94571	3409 SNUG HARBOR RD	RIO VISTA	CA	94571	\$518.49	\$62.00	\$580.49
02	11397	EDF RENEWABLES SERVICE INC	EDF RENEWABLES SERVICE INC	PO BOX 504080	SAN DIEGO	CA	92150	1107 AIRPORT RD A	RIO VISTA	CA	94571	\$2,262.27	\$62.00	\$2,324.27
02	13100	CARIANNA BRANDON	CARIANNA BRANDON	3415 SNUG HARBOR RD	RIO VISTA	CA	94571	3415 SNUG HARBOR RD	RIO VISTA	CA	94571	\$160.50	\$62.00	\$222.50
02	13592	STACY WILLIAMS	STACY WILLIAMS	3457 RYER ROAD EAST	WALNUT GROVE	CA	956909615	3457 RYER ROAD EAST	WALNUT GROVE	CA	956909615	\$426.44	\$62.00	\$488.44
02	14069	JESSIE JAMES	JESSIE JAMES	1086 COLLINVILLE RD	BIRDSLANDING	CA	94585	1086 COLLINSVILLE RD	BIRDSLANDING	CA	94585	\$124.51	\$62.00	\$186.51
02	14209	SARAH SCHNEIDER	SARAH SCHNEIDER	8191 B & R LN	RIO VISTA	CA	94571	8191 B & R LN	RIO VISTA	CA	94571	\$160.50	\$62.00	\$222.50
OCM TOTAL											16	\$16,130.72	\$992.00	\$17,122.72



Solano County

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

Agenda Submittal

Agenda #:	29	Status:	Regular Calendar
Type:	Contract	Department:	First 5 Solano
File #:	20-518	Contact:	Michele Harris, 784-1335
Agenda date:	07/28/2020	Final Action:	

Title: Consider approval of a contract with Touro University for up to \$1,020,000 over 3 years, for the period of August 1, 2021 through June 30, 2023, from the Community Investment Fund, Deep Investments category to increase community understanding of how to access mental health services; Consider approval of a recommendation to allocate up to \$758,333 over 3 years for the period of August 15, 2021 through June 30, 2023 from the Community Investment Fund, Deep Investments category, to A Better Way, in Response to Request for Proposal #2020-06 - Community Investment Fund Mental Health First Aid Training; and delegate authority to the County Administrator with County Counsel concurrence to sign the agreements and any future amendments which are administrative in nature and have no fiscal impact

Governing body: Board of Supervisors

District: All

Attachments: A - Contract, 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 County Administrator's Office recommends that the Board of Supervisors:

1. Consider approval of a contract with Touro University for up to \$1,020,000 over 3 years, for the period of August 1, 2021 through June 30, 2023 from the Community Investment Fund, Deep Investments category to map the mental health system of care and increase community understanding of how to access mental health services; and
2. Consider approval of a recommendation to allocate up to \$758,333 over 3 years, for the period of August 15, 2021 through June 30, 2023, from the Community Investment Fund, Deep Investments category, to A Better Way, in Response to Request for Proposal #2020-06 - Community Investment Fund Mental Health First Aid Training, and delegate authority to the County Administrator with County Counsel concurrence to sign the agreements and any future amendments which are administrative in nature and have no fiscal impact.

SUMMARY:

On behalf of the Board of Supervisors, the County Administrator's Office initiated a Human Services Needs Assessment (HSNA) to identify the greatest human services needs in the county. This effort resulted in the

creation of a durable framework of desired outcomes with clearly defined indicators to support a process that directs limited county resources via a \$2 million Community Investment Fund (CIF).

The CIF is a three-pronged approach to funding which includes Legacy Programs, Deep Investments and One-Time Investments. For the Deep Investments category, strategies were identified in each of the 3 highest priorities of the HSNA: Mental Health, Housing Affordability and Homelessness. The contracts presented to the Board today address the two strategies within the Mental Health Category:

- Strategy 1: Increase community understanding of how to access mental health services, and
- Strategy 2: Increase provider understanding of how to respond to residents with mental health needs.

This staff report brings forward a recommendation to contract with Touro University focusing on Strategy 1 by mapping the mental health system of care, creating an access portal, and implementing a community engagement campaign. In addition, this brings forward a recommendation to focus on Strategy 2 by contracting with A Better Way in response to Request for Proposal (RFP) 2020-06 to provide mental health first aid training throughout Solano County. With the Board's concurrence on the recommendation resulting from the RFP, staff will begin negotiations with A Better Way in an effort to finalize a contract, which will be reviewed by County Counsel and signed by the County Administrator in accordance with the delegated authority authorized by the Board.

FINANCIAL IMPACT:

The costs associated with preparing this agenda item are nominal and absorbed by the department's FY2020/21 Budget. The costs associated with the two contracts are included in the Board's \$2 million Community Investment Fund for FY2020/21-FY2022/23.

DISCUSSION:

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

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

The Human Services Needs Assessment (HSNA) process was conducted by Applied Survey Research, a Bay Area research and evaluation firm, and was guided by a planning team that consisted of two Board of Supervisor members, Department Heads that engage in service delivery as part of their role and the County Administrator. The planning team reviewed extensive community data, conducted key informant interviews and considered data results from a community survey before recommending that the Board of Supervisors establish a Community Investment Fund to address the top human services needs in Solano County.

The top community needs that were identified in this process were:

Priority Need 1: Mental Health - Increase access to Solano County's mental health system of care with dual strategies of increasing community understanding of how to access mental health services and increasing provider understanding of how to respond to residents with mental health needs.

Priority Need 2: Affordable Housing - Work with cities to increase the supply of affordable housing under the community goal of "reducing homelessness."

Priority Need 3: Homelessness - Reduce homelessness with dual strategies strengthening capacity to address homelessness and increasing community and provider understanding of how to connect to available resources.

Priority Needs 4-6: Early Education, Youth Development, Safe and Stable Environments for Children - While mental health, housing, and homelessness rose to the top priorities, early education, youth development, and safe and stable environments for children were also highly ranked in the prioritization.

Community Investment Fund:

In June 2019, the Board of Supervisors approved the recommendation from the planning team to create a Community Investment Fund (CIF). The CIF is a 3-pronged approach which includes:

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

For the deep investments category, your Board allocated \$1,300,000 annually divided as follows: \$600,000 for the top priority of Mental Health, \$200,000 for the second priority of Housing Affordability and \$500,000 for the third priority of Homelessness.

Within the mental health category, two specific strategies were identified as the ways to impact mental health: Strategy 1: Increasing community understanding of how to access mental health services; and Strategy 2: increasing provider understanding of how to respond to residents with mental health needs.

To address Strategy 1, staff reached out to Touro University to assist the county in this work. Touro has already begun work in this category, having taken the lead on the Drug Safe Solano project with Solano County Health & Social Services. The work of mapping the mental health system of care and helping individuals navigate the mental health system builds upon this work already started and creates operational efficiencies by utilizing an already established workgroup to expand its scope into the rest of the mental health arena. The contract with Touro University will be for \$340,000 per year for August 1, 2021-June 30, 2023, totaling \$1,020,000, and includes mapping the public and private mental health system of care across the mental health spectrum, creating a portal (web and phone based) to navigate residents to the appropriate care, and implementing a community education campaign to educate the community how to access the portal and services.

To address Strategy 2, a Request for Proposals (RFP) for approximately \$260,000 per year for 3 years was issued in mid-May to identify provider(s) to offer Mental Health First Aid Training within Solano County. Mental Health First Aid is an 8-hour evidence-based training designed to assist a wide-variety of community providers in identifying mental health concerns, providing immediate support to people with mental health concerns, and connecting people to community resources.

In response to this RFP, 5 agencies attended the mandatory Proposer's conference to learn and ask questions about the funding opportunity. The proposals under this RFP were due at the end of June and all 5 of those agencies submitted Proposals. An evaluation committee consisting of individuals with expertise in mental health and human service needs of Solano County evaluated the Proposals and recommended that the Board consider funding A Better Way for \$260,000 per year for 3 years. A Better Way proposed to offer approximately 100 trainings per year, training up to 1,500 individuals each year in Mental Health First Aid.

Additionally, the evaluation committee recommended that the second highest ranked proposal, Solano County Office of Education, be placed on an eligible list. Should future funding become available, this proposal was also very strong and should be considered for funding. Should the Board concur with the above recommendation, staff will negotiate a contract with A Better Way based on their Proposal.

ALTERNATIVES:

The Board could choose not to approve the contract with Touro University or the recommendation to allocate up to \$758,333 from the Community Investment Fund to A Better Way in response to Request for Proposal 2020-06 - Mental Health First Aid Training; however, this is not recommended as the CIF was approved by the Board of Supervisors after being developed through a nine-month process with cross sector input to guide the board in decision making and the Board requested staff implement this CIF on its behalf.

OTHER AGENCY INVOLVEMENT:

First 5 Solano is administering the CIF on behalf of the County Administrator's Office.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



County of Solano Standard Contract

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)
2020-208

BUDGET ACCOUNT:
1570

SUBJECT ACCOUNT:
3153

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

Touro University California
CONTRACTOR'S NAME

Non-Profit University
BUSINESS FORM

2. The Term of this Contract is: August 1, 2020-June 30, 2023

3. The maximum amount of this Contract is:

Up to \$1,020,000 for the term of the contract:

- Up to \$340,000 for Year 1 (8/1/2020-6/30/2021)
- Up to \$340,000 for Year 2 (7/1/2021-6/30/2022)
- Up to \$340,000 for Year 3 (7/1/2022-6/30/2023)

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

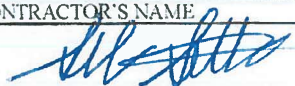


Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on July 28, 2020.

CONTRACTOR	COUNTY OF SOLANO
Touro University California	
CONTRACTOR'S NAME	Birgitta E. Corsello County Administrator
	
SIGNATURE	675 Texas St Fairfield CA 94533
Sarah Switzer, Provost	Approved as to Content:
PRINTED NAME AND TITLE	 DEPARTMENT HEAD OR DESIGNEE
1310 Club Drive	Approved as to Form:
ADDRESS	 COUNTY COUNSEL
Vallejo CA 94592	
CITY STATE ZIP CODE	

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

Rev. 3/11/19

EXHIBIT A **SCOPE OF WORK**

AGENCY/ PROGRAM NAME:	Touro University California	FY: 2020/21-2022/23
GOAL: What are 1-2 primary goals of your program?	Yr 1. Map private and public mental health system of care and web-assessment portal; develop marketing materials Yr 2-3 Community engagement media to share system and portal with the wider community & web maintenance	Links to Community Health Improvement Plan: Mental Health Priority Strategy 1: Increase community understanding of how to access mental health services Strategy 2: Increase provider understanding of how to respond to residents with mental health needs

PROJECT SUMMARY: The goal of this project is to enhance access to mental and emotional health services for all residents of Solano County. This will be accomplished through an innovative, actively-managed access portal, live patient navigators, and an outreach and awareness social- and traditional-media campaign to guide residents to the portal. Solano County Behavioral Health Division of Health and Social Services serves persons with serious mental health, substance use, and emotional behavioral disorders. This project intends to compliment these services by mapping and helping to navigate private- and public-sector systems of care that are inclusive of all residents' behavioral health needs, including mild to moderate mental health needs. A recent Human Services Needs Assessment has shown that many residents and providers do not know how to access existing mental health services.

The Mental Health Services Team (MHST) will bring a broad, comprehensive group of stakeholders to the table including mild, moderate and severe mental health and substance use service providers, such as Solano County Behavioral Health resident advocates, consumers, family members, insurance carriers such as Kaiser Permanente and Partnership Health Plan, private practice providers, administrators, school wellness centers, faith-based groups and non-profit organizations. The MHST team will work together to map holistic behavioral health services available through private- and public-sectors, develop and test an algorithm that will direct residents to appropriate and accessible services based on their profile of needs, resources and insurance carrier. This algorithm will inform the development of a new access portal. **The new access portal will be used to improve access to services by collecting information on demographics, location, insurance providers, and mental health needs through an actively-managed questionnaire and directing residents to the services that match.**

Trained client navigators will provide a range of support to residents of all types to access the portal, including for those who prefer a phone call so that a resident does not have to use the web-based portal themselves, those who prefer phone support while using a web-based questionnaire and even those who prefer chat-based support that is mobile phone-friendly. Navigators will guide residents through the access portal questionnaire and support them in finding the appropriate services for their mental health needs, while helping them overcome barriers to accessing that service such as finding affordable childcare, language barriers, reliable transportation or working within limited service hours. Patient navigators will also perform weekly audits and update the referral map/network to reflect up-to-date changes in insurance coverage, dates and times of meetings, and any new service offerings. They

will call or text to follow-up with residents within 30 days and document which services were received, any unforeseen barriers residents encountered and overall satisfaction. This approach intends to meet the needs of the diverse of access types including those with language and reading level barriers, those without internet, those who want to access services by text.

Meaningful outreach through direct connections, social media and traditional media will spread the word about easy access to emotional and mental health services from mild to severe. An 18-month-long traditional- and social-media campaign along with face-to-face promotion of the access portal to stakeholders (residents, community organizations, faith-based groups, health care providers, law enforcement, teachers, and case managers) will raise awareness about this resource tailored to be sensitive to a diverse range of cultural groups in the county..

Continuous quality improvement will occur through regular data collection, a regularly updated data dashboard, and a rigorous final evaluation. Through this processes, we will gather continuous data on characteristics of residents who request services, types of services requests, appropriate referrals and services received. A final evaluation will assess if this type of outreach, access portal and patient navigator intervention will increase appropriate referrals and decrease the unmet need for emotional and mental health services in Solano County.

SCOPE OF WORK
EXHIBIT A-1
FY2020/21

Activity	TASKS	SERVICE COUNTS		OUTCOME
<i>What broad category (ex: parent ed., case mgmt., home visiting, etc.) are you performing?</i>	<i>What services, events and other actions make up the program?</i>	<i># Served: The counts of services provided</i> <i><u>Service Unit Type/Length of Time</u></i>		<i>Outcome: The percentage and number of people for whom the program will affect a desired change.</i> <i>The required percentage must be met regardless of total number served.</i>
	Tasks Within Activity	# Served	Service Unit Type/ Length of time	Outcome
Map mental health system of care	<ol style="list-style-type: none"> 1. Creation of county-wide mental health and substance use services landscaping project for mild, moderate and severe mental health services for children and adults (starting point is the County resource guide that is landscaped in time and space to specific groups of need/criteria – completed by TUC Team) 2. Key informant interviews and focus groups 3. Secondary analysis of county survey data of 900 residents 	50	Health, Mental Health and Substance Use Providers in Solano County	<ol style="list-style-type: none"> 1. Re-analysis report (October 15, 2020) 2. Transcripts and memos from interviews and focus groups 3. Landscape report (December 1, 2020) 4. Roster and meeting minutes of MHST; participant survey (December 31, 2020) 5. Synthesis of Profile responses of persons served (March 1, 2021)
	<ol style="list-style-type: none"> 4. Development of <i>Solano County Mental Health Services Team (MHST)</i> (made up of key Mental health and substance use stakeholders (including families and persons served) in the County – this is a working taskforce/coalition, led by TUC Team) 5. Services linking/mapping with MHST using patient profiles (TUC Team leads the MHST through the process of how specific groups will navigate the landscape of private and public mental health care in Solano County as the foundation for producing an algorithm that will be the basis for dynamic website and/or app development) 			

Activity	TASKS	SERVICE COUNTS		OUTCOME
	6. Development of Mental Health Services Algorithm for a website and app, at a minimum of English and Spanish 7. Pilot testing of the Mental Health Services Algorithm w/in specific target community groups identified by MHST 8. Revision of the Mental Health Service Algorithm 9. Finalized version of algorithm for app/website design w/in specific target community groups identified by MHST and 10. Develop mock-up of access portal			6. Draft MHST Algorithm (March 1, 2021) 7. Pre- testing results (feasibility, accessibility and acceptability) 8. Revision workshop notes 9. Final MHST Algorithm (May 15, 2021) 10. Web/app designer mock up (June 30, 2021)
Monitoring and Evaluation	1. Deployment of website/app Metrics Dashboard 2. Development of evaluation data collection forms and plans for data collection including patient intake form and client follow-up survey.	#	Users of new website with algorithm and patient navigators	1. Functioning Dashboard (April 1, 2021)

Timeline of Key Dates and Deliverables for FY2020/21:

Hiring and training of Coordinators and Evaluation Consultant	September 31, 2020
Re-analysis of Needs Assessment Survey	October 15, 2020
Landscape report completed	December 1, 2020
Patient Profiles completed	December 15, 2020
Launch of the Solano County <i>Mental Health Services Team (MHST)</i>	December 31, 2020
Draft of Algorithm for Access Portal	March 1, 2021
Evaluation plan and data collection materials completed	April 1, 2021
Revised Algorithm based on MHST and resident feedback	May 15, 2021
Start Social and Traditional Media Contracts	June 1, 2021
Mock-up of Access Portal	June 30, 2021

SCOPE OF WORK
EXHIBIT A-2
FY2021/22

Activity	TASKS	SERVICE COUNTS		OUTCOME
<i>What broad category are you performing?</i>	<i>What services, events and other actions make up the program?</i>	<i># Served: The counts of services provided</i> <i>Service Unit Type/Length of Time: The level of services rendered (how often and how long).</i>		<i>Outcome: The percentage and number of people for whom the program will affect a desired change.</i> <i>The required percentage must be met regardless of total number served.</i>
	Tasks Within Activity	# Served	Service Unit Type/Length of time	Outcome
Map mental health system of care	1. Finalize Web/App access portal design 2. Conducting pilot testing with residents, client navigators and other stakeholders 3. Make revisions based on pilot testing results 4. Launch access portal and client navigators, including services in multiple languages (minimum English and Spanish)			1. Web/app pilot testing (feasibility, accessibility and acceptability) (August 31, 2021) 2. Revision notes 3. Final web/app design 4. Live web/app access portal (November 1, 2021)

Community engagement	<ol style="list-style-type: none"> 1. Development of Social Media Outreach Campaign for dynamic web/app for multiple demographic groups 2. Focus Group test Social Media Campaign 3. Launch of Social Media Campaign and online algorithm triage services 4. Develop Traditional Media Campaigns for multiple demographic groups, including multiple languages 5. Focus group test traditional media campaigns 6. Launch traditional media campaigns 7. Face-to-face promotion of access portal to county stakeholders (health care providers, law enforcement, teachers, etc) 8. Train Mental Health virtual client navigator pilot team (training based at TUC) to support users all the way from first click on the website to overcoming all barriers to care including finding childcare during referral appointment or access to transportation. 9. Launch a pilot of virtual Mental Health client navigator program 10. Extension of Social Media Campaign 	58,000	County Residents with unmet mental health needs	<ol style="list-style-type: none"> 1. Social Media Campaign mock up (November 15, 2021) 2. Analysis of transcripts from focus groups of social media campaign 3. Number of clicks/views on social media ads 4. Traditional media mock up (November 15, 2021) 5. Analysis of transcripts from focus groups of traditional media campaign 6. Number of traditional and social media ads (December - May 2022) 7. Number of face-to-face promotional meetings 7. Number of patient navigators to have completed training 8. Number of patient navigator contacts per day
Monitoring and Evaluation	11. Audit and Mystery Client study of Patient Navigation			Audit Report (March 15, 2022)

Timeline of Key Dates and Deliverables FY2021/22:

Pilot test and revise Web/App access portal	August 15, 2021
Complete training of first Emotional Health virtual patient navigation team	October 31, 2021
Launch Access Portal	November 1, 2021
Finalized plan for Social and Traditional Media	November 15, 2021

Campaign	
Launch Social and Traditional Media Campaign (6 months)	December - May, 2022
Face-to-face promotion of access portal to county stakeholders (health care providers, law enforcement, teachers, etc.)	January – March 2022
Audit and Mystery Client study of Patient Navigation	March 15, 2022
Extension of Social Media Campaign (6 months)	June 2022

**SCOPE OF WORK
EXHIBIT A-3
FY2022/23**

Activity	TASKS	SERVICE COUNTS		OUTCOME
<i>What broad category (ex: parent ed., case mgmt., home visiting, etc.) are you performing?</i>	<i>What services, events and other actions make up the program?</i>	<i># Served: The counts of services provided (to unduplicated clients) and people served over the course of the program. Service Unit Type/Length of Time: The level of services rendered (how often and how long).</i>		<i>Outcome: The percentage and number of people for whom the program will affect a desired change. The required percentage must be met regardless of total number served.</i>
	Tasks Within Activity	# Served	Service Unit Type/ Length of time	Outcome
Community Engagement	<ol style="list-style-type: none"> 1. Face-to-face promotion of access portal to county stakeholders (health care providers, law enforcement, teachers, etc.) July – August 2022 2. Continue outreach campaign December -May 2022 3. Conduct ongoing training of patient navigators who will test links, confirm referral sources, support residents who call/click and perform follow-up outreach. 			<ol style="list-style-type: none"> 1. Number of clicks and completed access portal questionnaires 2. Patient navigator activity logs: resident support, appropriate referrals, follow ups (September 15, 2022)

Activity	TASKS	SERVICE COUNTS		OUTCOME
Monitoring and Evaluation	<ol style="list-style-type: none"> 1. Assess effectiveness of patient navigators in increasing penetration of public and private mental health services 2. Analysis of dashboard data longitudinally 3. Correlate website/app Dashboard to penetration and Solano County mental health inquiries and usage 4. Draft Evaluation Report Evaluation Questions: Of those people that reached out of services – how many were able to be appropriately connected to services? 	#	Users of new website with algorithm and patient navigators	<ol style="list-style-type: none"> 1. Results from sub-study of effectiveness (nested case control) February – April, 2022 2. Number of views, clicks, links and referrals from Campaigns, Online Algorithm, Patient Navigators and Emotional Health Service Team 3. Number of people getting to appropriate referral mental health services (program data) (June 2022) 4. Number of technical problems, “dead-ends” or circular referrals for mystery patients 5. Number of residents who report knowing where to go to get services (survey)

Timeline of Key Dates and Deliverables FY2022/23:

Additional face-to-face promotion of access portal to county stakeholders (health care providers, law enforcement, teachers, etc.)	July – August 2022
Audit and Mystery Client study of Patient Navigation	September 15, 2022
Re-training of Patient Navigators	October 1, 2022
Extension of Social Media Outreach (6 months)	December -May, 2022
Analysis of multiple data sources for evaluation of program	February – April, 2022
Final Evaluation Report	May -June 2022

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

- A. Upon submission of financial data (invoice) by Contractor, and upon approval by County, County shall, in accordance with the "Contractor Budget" attached to and incorporated into this Contract as Exhibit B-1, pay Contractor monthly in arrears for fees and expenses actually incurred the prior month, up to the maximum amount set forth in each line item in Exhibit B-1.
- Contractor shall enter monthly financial data into County's data system by the 15th day of each month. County will use the financial information entered by Contractor to determine the amount due monthly to Contractor under this Contract.
- B. Contractor may request transfers between the budget line items set forth in Exhibit B-1 by submitting to County a completed "Budget Modification Request Form," which is attached to this Contract as Exhibit B-2 and incorporated into this Contract by this reference. Transfers between budget line items may be made only upon prior written approval of County, which approval may be withheld in the sole and absolute discretion of County.
- C. Contractor must maintain backup documentation onsite that supports the financial data submitted into County's data system. Contractor shall make available this backup documentation upon request of County. Financial data (invoice) submitted by Contractor must meet the criteria set forth in section F below.
- D. Contractors that are non-profit, community-based organizations granted tax-exempt status under Internal Revenue Code Section 501 may receive a one-time cash advance of up to 10% of the total amount of the grant for expenses necessary under this Contract. In order to receive an advance, Contractor must submit to County a detailed written request documenting the need for an advance and evidencing that Contract activities cannot be carried out without the advance. Such evidence must consist of a current balance sheet, cash flow statement, and/or other documentation specific to the grant that adequately supports the request, and a detailed budget for utilization of the funds. County must approve all advances in writing, which approval may be withheld in the sole and absolute discretion of County for any reason or no reason. The advance amount will be repaid by Contractor at an equitable rate, but no less than 1/12 of the total amount advanced will be offset against each monthly claim submitted by Contractor. In no event shall the advance monies be sustained beyond the first 12 months after the start date of the contract period.
1. Contractor may receive an advance as provided in subsection C above only if it provides a fidelity bond by an admitted surety in the amount of the advance and naming County as beneficiary. The original bond certificate must be submitted to and approved by County prior to any disbursement of funds. Any costs associated with obtaining said fidelity bond shall be Contractor's responsibility, not chargeable to County. The bond must be valid for the life of the advance or any portion of the advance.
2. Contractor may not use cash advances to provide working capital for non-First 5 Solano programs. Whenever possible, Contractor advances must be deposited in interest-bearing accounts, and the interest used to reduce program costs. Carry-over of any portion of an advance or interest from an advance into a subsequent fiscal year is not allowed. Any and all unused funds of any nature distributed by County to Contractor pursuant to this Contract, including the unused portion of any advance or interest, shall be returned to County within 30 days following the end of the contract period.

E. The following criteria apply to financial data submitted by Contractor under this Contract:

1. Requests for payment of personnel costs must include positions, salary, and actual percentage of time for each position. If Contractor provides fringe benefits to part time employees, salary and fringe benefits must be pro-rated for non-full-time employees. Salaries are fixed compensation for services performed by staff who are directly employed by Contractor and who are paid on a regular basis. Employee benefits and employer payroll taxes include Contractor's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved by County. These expenses are allowable when they are included in the grant award and are in accordance with Contractor's approved written policies.
2. Salaries and benefits of personnel involved in more than one grant or project must be charged to each grant based on the actual percentage of time spent on each grant or project. The annualized actual percentage charged for a particular position (e.g., Project Director) cannot exceed the annual percentage approved in the grant award. Similarly, the dollar amount charged for a particular position also may not exceed the dollar amount in the approved grant award. Functional timesheets or an allocation plan must be maintained that support the time charged to First 5 Solano/H&SS grants.
3. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment or payments to subcontractors. Such expenses include specific items directly charged to the project. The expenses must be grant-related (i.e., to further the program objectives as defined in the grant award) and be incurred (realized) during the grant period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
4. Indirect costs are shared costs that cannot be directly assigned to a particular activity, but are necessary to the operation of the agency and the performance of the project.

EXHIBIT B-1
CONTRACTOR BUDGET FY2020/21

Line Item	FTE	County of Solano	Other Sources	Total
Principal Investigator	10%	\$14,150		\$14,150
Co-Investigator	10%	\$13,368		\$13,368
Project Manager / Patient Navigator	100%	\$97,500		\$97,500
Coalition Building / Outreach Coordinator	100%	79,300		\$79,300
Subtotal Personnel		\$204,318		\$204,318
Client Navigator Materials and Participant Incentives		\$5,000		\$5,000
Office Supplies		\$34		\$34
Ad Campaign		\$37,500		\$37,500
Travel (reimbursement for local travel)		\$5,000		\$5,000
Student Stipends		\$4,500		\$4,500
Laptops for FT Employees		\$3,000		\$3,000
Subtotal Operating Expenses		\$55,034		\$55,034
App/Web design consultant		\$12,000		\$12,000
Ad Design		\$7,300		\$7,300
Evaluation Analyst		\$17,000		\$17,000
Subtotal Subcontractors		\$36,300		\$36,300
<u>Indirect Costs</u>		\$44,348		\$44,348
Administration				
Subtotal Indirect		\$44,348		\$44,348
Grand Total Expenses		\$340,000		\$340,000

EXHIBIT B-2
CONTRACTOR BUDGET FY2021/22

Line Item	FTE	County of Solano	Other Sources	Total
Principal Investigator	10%	\$ 14,433		\$ 14,433
Co-Investigator	10%	\$ 13,636		\$ 13,636
Project Manager / Patient Navigator	100%	\$ 97,500		\$ 97,500
Coalition Building / Outreach Coordinator	100%	\$ 79,300		\$ 79,300
Subtotal Personnel		\$ 204,869		\$ 204,869
Client Navigator Materials and Participant Incentives		\$5,000		\$5,000
Office Supplies		\$83		\$83
Ad Campaign		\$54,500		\$54,500
Travel (reimbursement for local travel)		\$5,000		\$5,000
Student Stipends		\$4,500		\$4,500
Software Fees		\$1,000		\$1,000
Subtotal Operating Expenses		\$ 70,083		\$ 70,083
App/Web design consultant		\$15,000		\$15,000
<u>Evaluation Analyst</u>		\$5,700		\$5,700
Subtotal Subcontractors		\$20,700		\$20,700
<u>Indirect Costs</u>		\$44,348		\$44,348
Administration				
Subtotal Indirect		\$44,348		\$44,348
Grand Total Expenses		\$340,000		\$340,000

EXHIBIT B-3
CONTRACTOR BUDGET FY2022/23

Line Item	FTE	County of Solano	Other Sources	Total
Principal Investigator	10%	\$ 14,722		\$ 14,722
Co-Investigator	10%	\$ 13,908		\$ 13,908
Project Manager / Patient Navigator	100%	\$ 97,500		\$ 97,500
Coalition Building / Outreach Coordinator	100%	\$ 79,300		\$ 79,300
Subtotal Personnel		\$ 205,430		\$ 205,430
Client Navigator Materials and Participant Incentives		\$5,000		\$5,000
Office Supplies		\$22		\$22
Ad Campaign		\$47,000		\$47,000
Travel (reimbursement for local travel)		\$5,700		\$5,700
Student Stipends		\$4,500		\$4,500
Subtotal Operating Expenses		\$ 62,222		\$ 62,222
Evaluation Analyst		\$28,000		\$28,000
Subtotal Subcontractors		\$28,000		\$28,000
<u>Indirect Costs</u>		\$44,348		\$44,348
Administration				
Subtotal Indirect		\$44,348		\$44,348
Grand Total Expenses		\$340,000		\$340,000

EXHIBIT B-4
BUDGET MODIFICATION REQUEST FORM
FY

GRANTEE ORGANIZATION: _____

PROGRAM: _____

CONTRACT NUMBER: _____

Line Item	Approved FTE	Approved Budget (Date of last Modification if applicable_____)	Requested Modification	Requested Modified Budget
<u>Personnel</u>				
Staff Member 1				
Staff Member 2				
Staff Member 3				
Staff Member 4				
Benefits				
Subtotal Personnel				
<u>Operating Expenses</u>				
Rent & Utilities				
Office Supplies & Materials				
Telephone/Communications				
Postage/Mailing				
Reproduction/Copying				
Travel				
Training/Conferences				
Other				
Subtotal Operating Expenses				
<u>Subcontractors</u>				
Subcontractor 1				
Subtotal Subcontractors				
Indirect Costs				
Subtotal Indirect				
Grand Total Expenses				

Please answer all Budget Modification Justification Questions on Page 2.

Authorized Grantee Signature

Date

First 5 Solano Executive Director

Date

First 5 Solano internal use only

Date: _____ Action Taken: _____ Date: _____ Action Taken: Updated in Persimmony

Program Manager Recommend approval: _____

Budget Modification Justification:

1. If there are changes to Personnel, please explain. Are there changes to job duties? If there are decreases to a personnel line, how is that job going to be completed? Please clarify a change to FTE (example: 0.5 FTE to 0.75 FTE).

2. If there are changes to operating expenses, please explain. How do operating expenses differ than anticipated?

3. If there are changes to subcontractors, please explain.

4. If there are changes to indirect costs, please explain. *Please also attach your indirect cost rate plan.*

5. Are there any changes to matching/leveraged funds?

Note: Changes to this fiscal year do not change future fiscal years' budgets.

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: | \$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. |
| (Including operations, products and completed operations.) | | |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

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

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

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

F. Deductibles and Self-Insured Retentions

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

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

G. Other Insurance Provisions

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

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

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

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

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

8. BEST EFFORTS

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

9. DEFAULT

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

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

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

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

10. INDEMNIFICATION

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

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

11. INDEPENDENT CONTRACTOR

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

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

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

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be

responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAW

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

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

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

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

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

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

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

19. INSPECTION

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

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

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

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that

the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

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

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

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

33. PRICING

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

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

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

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

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

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

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

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

36. EXECUTION IN COUNTERPARTS

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

37. LOCAL EMPLOYMENT POLICY

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

38. ENTIRE CONTRACT

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. EVALUATION

A. Contractor shall establish and use method(s) of systematic program evaluation to review the quality and appropriateness of services provided under this Contract. Contractor shall report on the progress on all its goals and measurable objectives, terms and conditions and all other requirements contained in County approved "Project Scope of Work/Evaluation Plan", which is attached to this Contract as Exhibit "A", and incorporated in this Contract by this reference. Contractor shall input data into County's approved collection system on a monthly basis, or as otherwise prescribed by County.

B. Contractor shall submit reports to County on activities as specified in Exhibit A [Project Scope of Work/Evaluation Plan], which reports/describe Contractor's progress in performing the scope of work set forth in Exhibit A [Scope of Work] every 3 (three) months throughout the term of the Contract, due thirty (30) days after the completion of such reporting period, with a final report due within 6 (six) weeks after termination of this Contract.

C. Contractor shall be solely responsible for the administration of the program to be conducted under this Contract, and shall review all monitoring reports and notices of corrective actions/recommendations provided by County.

D. Contractor shall send written notice of meetings held by its Board of Directors where any discussion at the meeting is related to the program set forth in the Contract, including both regularly scheduled and any special meetings at least 48 hours in advance of regularly scheduled meetings and at least 24 hours in advance of special meetings. Contractor shall send copies of minutes from its board meetings and copies of any written reports submitted to its Board of Directors that address the funded programs and any financial issues that impact the delivery of County funded services to the County within thirty (30) days of approval of such minutes or submission of such reports.

E. The timely submission of all reports, agendas and minutes that address the program is a necessary and material term and condition of this Contract. County may stop payments under this Contract if Contractor has not submitted such reports to County within forty-five (45) days following the end of each quarter.

2. CONFIDENTIALITY OF MENTAL HEALTH RECORDS

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

3. PUBLIC ACKNOWLEDGEMENT OF FUNDS

Contractor shall acknowledge the County of Solano in all public materials that mention the funded programs or services, including (but not limited to) Web sites, e-mails, news releases, media advisories, brochures, newsletters, flyers, advertisements, public service announcements, posters, and any other public communication items.

Appropriate acknowledgement is defined as follows:

- A. Includes the County of Solano logo; of
- B. Includes the statement "Made possibly by funding from the County of Solano"

Any deviation from the above must be approved before distribution of public outreach materials.

4. START-UP PERIOD

Without limiting any remedy available under section 9 of Exhibit C to this Contract, or as otherwise provided by law, in the event that Contractor does not implement the services contemplated by this Contract within 6 months of the effective date of this Contract, County reserves the right, in the sole and absolute discretion of County, to terminate the Contract with 15 days written notice of such termination to Contractor.

5. DRUG FREE WORKPLACE

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

6. CHILD ABUSE

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

7. ADULT ABUSE

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

8. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

9. CONFIDENTIAL RECORDS

Contractor acknowledges that client-specific information generated, received or disseminated pursuant to its performance under this Contract may be confidential and shall not be disclosed in any manner unless authorized by law or by client consent. Furthermore, Contractor warrants that Contractor is knowledgeable of state and federal confidentiality laws applicable to the subject of this Contract and will abide by such requirements.

EXHIBIT D-1 - DRUG-FREE WORKPLACE CERTIFICATION

The contractor named hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The named contractor will:

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

CERTIFICATION

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

Touro University California
Contractor

7/13/2020
Date

Sarah Sweitzer
Officials Name (type or print)

Provost, CAO
Title

13-3838740
Federal Tax I.D. Number

EXHIBIT D-2 - CHILD ABUSE REPORTING REQUIREMENTS

Section 11166 of the Penal Code requires any child care custodian, health practitioner, animal control officer, employee of a child protective agency, or child visitation monitor 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 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.

For purposes of this section, "child care custodian" includes teachers; and instructional aide, a teacher's aide, or a teacher's assistant employed by any public or private school, who has been trained in the duties imposed by this article, if the school district has so warranted to the State Department of Education; a classified employee of any public school who has been trained in the duties imposed by this article, if the school has so warranted to the State Department of Education; administrative officers, supervisors of child welfare and attendance, or certified pupil personnel employees of any public or private school; administrators of a public or private day camp; administrators and employees of any public or private youth centers, youth recreation programs, or youth organizations; administrators and employees of public or private organizations whose duties require direct contact and supervision of children and who have been trained in the duties imposed by this article; licensees, administrators and employees of licensed community care or child day care facilities; head start teachers; licensing workers or licensing evaluators; public assistance workers; employees of a child care institution including, but not limited to, foster parents, group home personnel, and personnel of residential care facilities; social workers, probation officers, or parole officers; employees of a school district police or security department; any person who is an administrator or a presenter of, or a counselor in, a child abuse prevention program in any public or private school; a district attorney investigator, inspector, or family support officer unless the investigator, inspector, or officer is working with an attorney appointed pursuant to Section 317 of the Welfare and Institutions Code to represent a minor; or a peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of this code, who is not otherwise described in this section.

"Health practitioner" includes physicians and surgeons, psychiatrists, psychologists, dentist, residents, interns, podiatrists, chiropractors, licensed nurses, dental hygienists, optometrist, or any other person who is licensed under **Division 2** (commencing with Section 500) of the Business and Professions Code; marriage, family, and child counselors; emergency medical technicians I or II, paramedics, or other persons certified pursuant to **Division 2.5** (commencing with Section 1797) of the **Health and Safety Code**; psychological assistants registered pursuant to Section 2913 of the **Business and Professions Code**; marriage, family, and child counselor trainees as defined in subdivision c of Section 4980.03 of the **Business and Professions Code**; unlicensed marriage, family and child counselor interns registered under Section 4980.44 of the **Business and Profession Code**; state or county public health employees who treat minors for venereal disease or any other condition; coroners; and paramedics.

"Child visitation monitor" means any person as defined in Section 11165.15.

I, the undersigned, have read the above and understand the provisions of Penal Code section 11166. I further understand that I am a mandated reporter subject to the requirements of Penal Code Section 11166 and will comply with its provisions.

Name Sarah Sweitzer

Signature 

Title Provost, CAO

Date 7/13/2020

EXHIBIT D-3 - ADULT ABUSE REPORTING REQUIREMENTS

Section 15630 of the Welfare and Institutions Code requires that any elder or dependent adult care custodian, health practitioner or employee or a county adult protective services agency or a local law enforcement agency who in his or her professional capacity, or within the scope of his or her employment, has observed or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse or neglect or is told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, isolation and financial abuse or neglect, or reasonably suspects abuse shall report the known or suspected abuse by telephone immediately or as soon as practically possible, and by written report sent within two working days to a local law enforcement agency or to adult protective services agency or other agency as directed by statute.

Under the definition of "care custodian" set forth in Section 15610.17 of the Welfare and Institutions Code, every employee and volunteer of contractor is a mandated reporter subject to the provisions of Section 15630.

I certify that I have received and read a copy of Welfare and Institutions Code Section 15630. I understand the reporting requirements set for in Section 15630 and will comply with its provisions. I certify that I have been provided with the number of Adult Protective Services for reporting elder abuse in Solano County.

Name Sarah Sweitzer

Signature 

Title Provost, CAO

Date 7/13/2020

**EXHIBIT D-4
SOLANO COUNTY
HIPAA BUSINESS ASSOCIATE AGREEMENT**

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

A County wishes to disclose certain information to Contractor pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

B County and its Contractor acknowledge that Contractor is subject to the Privacy and Security Rules (45 CFR parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act), in certain aspects of its operations performed on behalf of the County.

C As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require County to enter into an Agreement containing specific requirements with Contractor prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

I. DEFINITIONS

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

1. **Breach** means the same as defined under the HITECH Act [42 U.S.C. section 17921].

2. **Contractor** means the same as defined under the Privacy Rule, the Security rule, and the HITECH Act, including, but not limited to, 42 U.S.C. section 17938 and 45 C.F.R. § 160.103.

3. **Breach of the Security of the Information System** means the unauthorized acquisition, including, but not limited to, access to, use, disclosure, modification or destruction, of unencrypted computerized data that materially compromises the security, confidentiality, or integrity of personal information maintained by or on behalf of the County. Good faith acquisition of personal information by an employee or agent of the information holder for the purposes of the information holder is not a breach of the security of the system; provided, that the personal information is not used or subject to further unauthorized disclosure.

4. **Commercial Use** means obtaining protected health information with the intent to sell, transfer or use it for commercial, or personal gain, or malicious harm; sale to third party for consumption, resale, or processing for resale; application or conversion of data to make a profit or obtain a benefit contrary to the intent of this Agreement.

5. **Covered Entity** means the same as defined under the Privacy Rule and the Security rule, including, but not limited to, 45 C.F.R. § 160.103.

6. **Designated Record Set means the same as defined** in 45 C.F.R. § 164.501.

7. **Electronic Protected Health Information (ePHI) means the same as defined** in 45 C.F.R. § 160.103.

8. **Electronic Health Record means the same as defined** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. § 17921.

9. **Encryption** means the process using publicly known algorithms to convert plain text and other data into a form intended to protect the data from being able to be converted back to the original plain text by known technological means.

10. **Health Care Operations means the same as defined** in 45 C.F.R. § 164.501.

11. **Individual means the same as defined** in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

12. **Marketing means the same as defined** under 45 CFR § 164.501 and the act or process of promoting, selling, leasing or licensing any patient information or data for profit without the express written permission of County.

13. **Privacy Officer means the same as defined** in 45 C.F.R. § 164.530(a)(1). The Privacy Officer is the official designated by a County or Contractor to be responsible for compliance with HIPAA/HITECH regulations.

14. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and 164, subparts A and E.

15. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. §§ 160.103 and 164.501].

16. **Required By Law means the same as defined** in 45 CFR § 164.103.

17. **Security Rule** means the HIPAA Regulation that is codified at 45 C.F.R. parts 160 and 164, subparts A and C.

18. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

19. **Security Event** means an immediately reportable subset of security incidents which incident would include:

a. A suspected penetration of Contractor's information system of which the Contractor becomes aware of but for which it is not able to verify immediately upon becoming aware of the suspected incident that PHI was not accessed, stolen, used, disclosed, modified, or destroyed;

b. Any indication, evidence, or other security documentation that the Contractor's network resources, including, but not limited to, software, network routers, firewalls, database and application servers, intrusion detection systems or other security appliances, may have been damaged, modified, taken over by proxy, or otherwise compromised, for which Contractor cannot refute the indication of the time the Contractor became aware of such indication;

c. A breach of the security of the Contractor's information system(s) by unauthorized acquisition, including, but not limited to, access to or use, disclosure, modification or destruction, of unencrypted computerized data and which incident materially compromises the security, confidentiality, or integrity of the PHI; and or,

d. The unauthorized acquisition, including but not limited to access to or use, disclosure, modification or destruction, of unencrypted PHI or other confidential information of the County by an employee or authorized user of Contractor's system(s) which materially compromises the security, confidentiality, or integrity of PHI or other confidential information of the County.

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

20. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.

21. **Unsecured PHI** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. section 17932(h).

II. OBLIGATIONS OF CONTRACTOR

1. Compliance with the Privacy Rule: Contractor agrees to fully comply with the requirements under the Privacy Rule applicable to "Business Associates" as defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this agreement or as required by law.

2. Compliance with the Security Rule: Contractor agrees to fully comply with the requirements under the Security Rule applicable to "Business Associates" as defined in the Security Rule.

3. Compliance with the HITECH Act: Contractor hereby acknowledges and agrees it will comply with the HITECH provisions as proscribed in the HITECH Act.

III. USES AND DISCLOSURES

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

1. Contractor may use Protected Health Information:
 - a. For functions, activities, and services for or on the Covered Entities' behalf for purposes specified in the Contract and this Agreement.
 - b. As authorized for Contractor's management, administrative or legal responsibilities as a Contractor of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
 - c. As required by law.
 - d. To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
 - e. To report violations of law to appropriate Federal and State authorities, consistent with CFR § 164.502(j)(1).
2. Any use of Protected Health Information by Contractor, its agents, or subcontractors, other than those purposes of the Agreement, shall require the express written authorization by the County and a Business Associate Agreement or amendment as necessary.
3. Contractor shall not disclose Protected Health Information to a health plan for payment or health care operations if the patient has requested this restriction and has paid out of pocket in full for the health care item or service to which the Protected Health information relates.
4. Contractor shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by the County to Contractor for services provided pursuant to the Contract.
5. Contractor shall not use or disclosed Protected Health Information for prohibited activities including, but not limited to, marketing or fundraising purposes.
6. Contractor agrees to adequately and properly maintain all Protected Health Information received from, or created, on behalf of County.
7. If Contractor discloses Protected Health Information to a third party, Contractor must obtain, prior to making any such disclosure, i) reasonable written assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify Contractor of any breaches of confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. section 17932; 45 C.F.R. §§ 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

IV. MINIMUM NECESSARY

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

V. APPROPRIATE SAFEGUARDS

1. Contractor shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Health Information otherwise than as permitted by this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Health Information in accordance with 45 C.F.R. §§ 164.308, 164.310, and 164.312. [45 C.F.R. § 164.504(e)(2)(ii)(B); 45 C.F.R. § 164.308(b)]. Contractor shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. § 164.316. [42 U.S.C. section 17931].

2. Contractor agrees to comply with Subpart 45 CFR part 164 with respect to Electronic Protected Health Information (ePHI). Contractor must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS) as applicable.

3. Contractor agrees that destruction of Protected Health Information on paper, film, or other hard copy media must involve either cross cut shredding or otherwise destroying the Protected Health Information so that it cannot be read or reconstructed.

4. Should any employee or subcontractor of Contractor have direct, authorized access to computer systems of the County that contain Protected Health Information, Contractor shall immediately notify County of any change of such personnel (e.g. employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for County to disable previously authorized access.

VI. AGENT AND SUBCONTRACTOR'S OF CONTRACTOR

1. Contractor shall ensure that any agents and subcontractors to whom it provides Protected Health Information, agree in writing to the same restrictions and conditions that apply to Contractor with respect to such PHI and implement the safeguards required with respect to Electronic PHI [45 C.F.R. § 164.504(e)(2)(ii)(D) and 45 C.F.R. § 164.308(b)].

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

VII. ACCESS TO PROTECTED HEALTH INFORMATION

1. If Contractor receives Protected Health Information from the County in a Designated Record Set, Contractor agrees to provide access to Protected Health Information in a Designated Record Set to the County in order to meet its requirements under 45 C.F.R. § 164.524.

2. Contractor shall make Protected Health Information maintained by Contractor or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under state law, [Health and Safety Code section 123110] the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524 [45 C.F.R. § 164.504(e)(2)(ii)(E)]. If Contractor maintains an Electronic Health Record, Contractor shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. section 17935(e).

3. If Contractor receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Contractor, Contractor will provide the requested copies to the individual in a timely manner. If Contractor receives a request for Protected Health Information not in its possession and in the possession of the County, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Contractor shall promptly forward the request to the County. Contractor shall then assist County as necessary in responding to the request in a timely manner. If a Contractor provides copies of Protected Health Information to the individual, it may charge a reasonable fee for the copies as the regulations shall permit.

4. Contractor shall provide copies of HIPAA Privacy and Security Training records and HIPAA policies and procedures within five (5) calendar days upon request from the County.

VIII. AMENDMENT OF PROTECTED HEALTH INFORMATION

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

IX. ACCOUNTING OF DISCLOSURES

1. At the request of the County, and in the time and manner designed by the County, Contractor and its agents or subcontractors shall make available to the County, the information required to provide an accounting of disclosures to enable the County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and the HITECH Act, including but not limited to 42 U.S.C. § 17935. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by the Contractor and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Contractor maintains an electronic health record and is subject to this requirement.

2. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the

basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

3. In the event that the request for an accounting is delivered directly to Contractor or its agents or subcontractors, Contractor shall forward within five (5) calendar days a written copy of the request to the County. It shall be the County's responsibility to prepare and deliver any such accounting requested. Contractor shall not disclose any Protected Information except as set forth in this Agreement [45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this paragraph shall survive the termination of this Agreement.

X. GOVERNMENTAL ACCESS TO RECORDS

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

XI. CERTIFICATION

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

XII. BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

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

2. Contractor agrees to notify County of any access, use or disclosure of Protected Health Information not permitted or provided for by this Agreement of which it becomes aware, including any breach as required in 45 C.F.R. § 164.410. or security incident immediately upon discovery by telephone at 707-784-2962 and Riskdepartment@solanocounty.com or 707-784-3199 and will include, to the extent possible, the identification of each Individual whose unsecured Protected Health Information has been, or is reasonably believed by the Contractor to have been accessed, acquired, used, or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of the occurrence, and a description of any remedial action taken or proposed to be taken by Contractor. Contractor will also provide to County any other available information that the Covered entity requests.

3. A breach or unauthorized access, use or disclosure shall be treated as discovered by the Contractor on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Contractor or to any person, other than the individual

committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Contractor.

4. Contractor shall mitigate, to the extent practicable, any harmful effect that results from a breach, security incident, or unauthorized access, use or disclosure of unsecured Protected Health Information by Contractor or its employees, officers, subcontractors, agents or representatives.

5. Following a breach, security incident, or any unauthorized access, use or disclosure of unsecured Protected Health Information, Contractor agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make all documentation available to the County.

6. Except as provided by law, Contractor agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Projected Health Information without obtaining the County's prior written consent. County hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice. When applicable law requires the breach to be reported to a federal or state agency or that notice be given to media outlets, Contractor shall cooperate with and coordinate with County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.

7. Contractor acknowledges that it is required to comply with the referenced rules and regulations and that Contractor (including its subcontractors) may be held liable and subject to penalties for failure to comply.

8. In meeting its obligations under this Agreement, it is understood that Contractor is not acting as the County's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Contractor is at all times acting an independent contractor in providing services pursuant to this Agreement and Exhibit A, Scope of Work.

XIII. TERMINATION OF AGREEMENT

1. Upon termination of this Agreement for any reason, Contractor shall return or destroy, at County's sole discretion, all other Protected Health Information received from the County, or created or received by Contractor on behalf of the County.

2. Contractor will retain no copies of Protected Health Information P in possession of subcontractors or agents of Contractor.

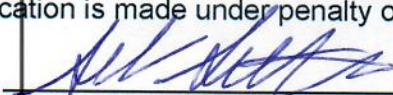
3. Contractor shall provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the Protected Health Information is not feasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further use and disclosures of such Protected Health Information for so long as the Contractor or any of its agents or subcontractor maintains such information.

4. Contractor agrees to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of Protected Health Information.

5. Contractor agrees to retain records, minus any Protected Health Information required to be returned by the above section, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

CERTIFICATION

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


Contractor or Grant Recipient Signature

7/13/2020
Date

Sarah Sweitzer
Official's Name (type or print)

Provost, CAO
Title

13-3838740
Federal Tax ID Number



Community Investment Fund

Mental Health Grants Funding Recommendations

Presented to Solano County Board of Supervisors
on July 28, 2020
County Administrator's Office

Michele Harris, MPA & Megan Richards, MPA
First 5 Solano as part of the County Administrator's Office



Today's Presentation

- Review process that resulted in the Community Investment Fund (CIF)
- Summarize Mental Health Grants process
- Consider Mental Health Grants funding recommendations
- Review remaining implementation activities for CIF



Background – CIF Planning Process

"[We should be] investing where it matters most."

"We keep spending money, but I am not seeing results. What are we getting for our investment?"

"Who can tell me if we are duplicating services?"

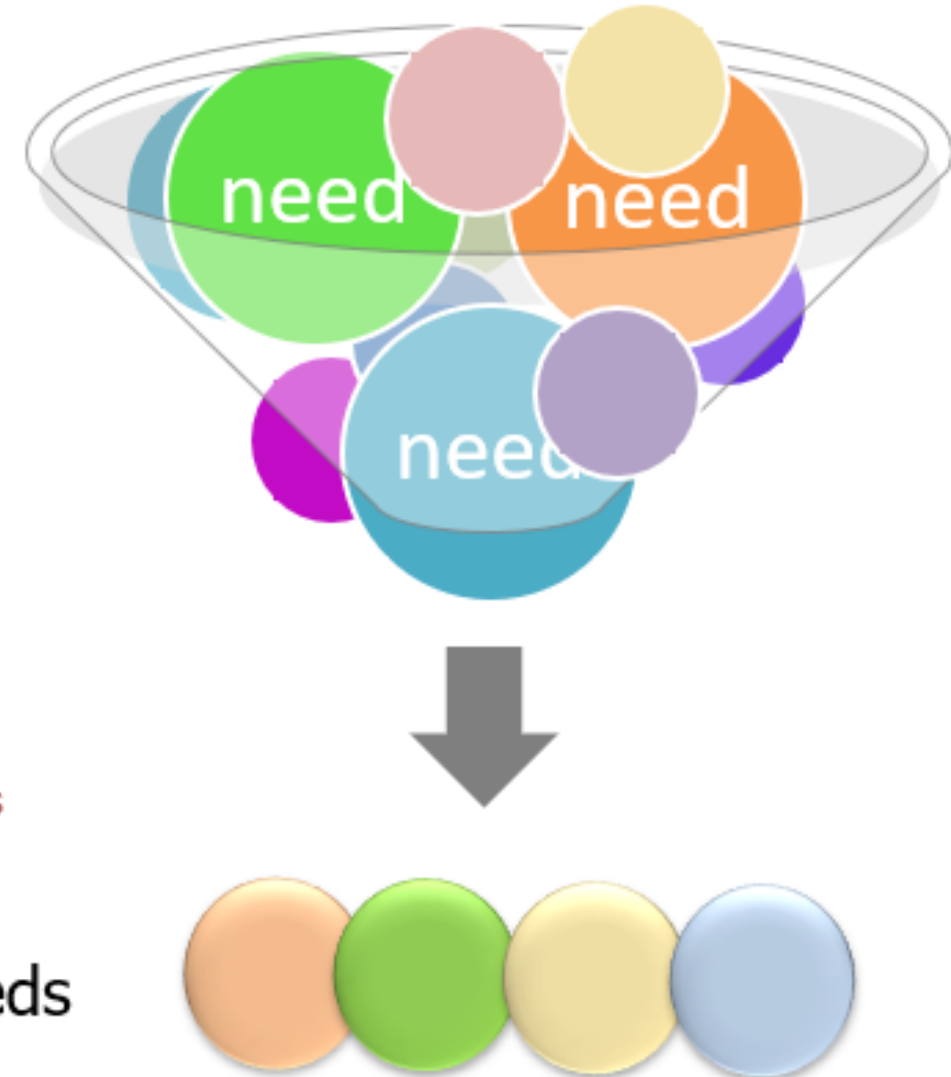
Identify Needs

- Existing reports
- Community data
- Interviews
- Surveys

Apply Criteria

- Magnitude
- Direct impact
- Early intervention
- Leveraging opportunities
- Stakeholder priority

Select Priority Needs





Three-pronged Community Investment Fund

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

Legacy Programs

\$450,000 Annually

3-year commitment

Addresses many needs

Deep Programming

\$1,300,000 Annually

3-year commitment

Addresses top 3 needs

One-Time Programs

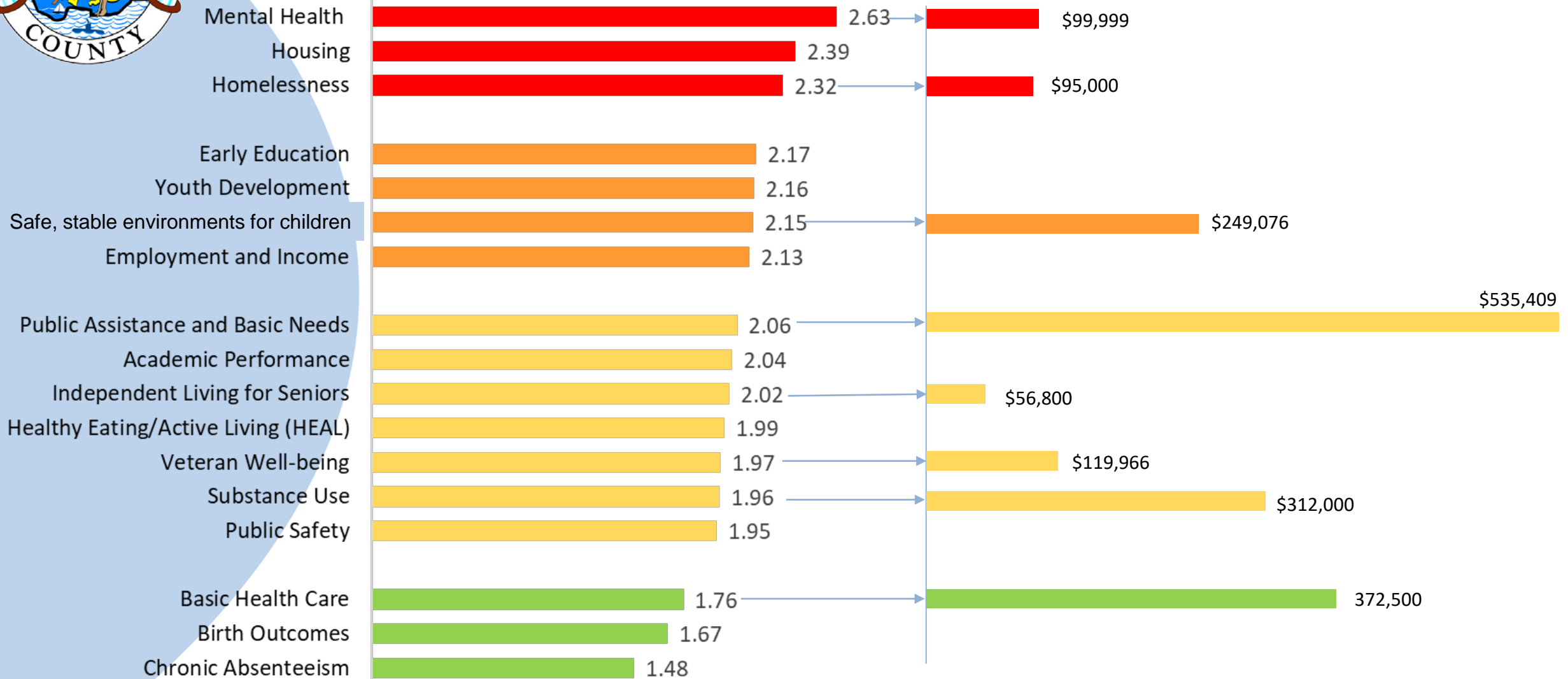
\$250,000 Annually

1-year commitment

Addresses top 6 needs

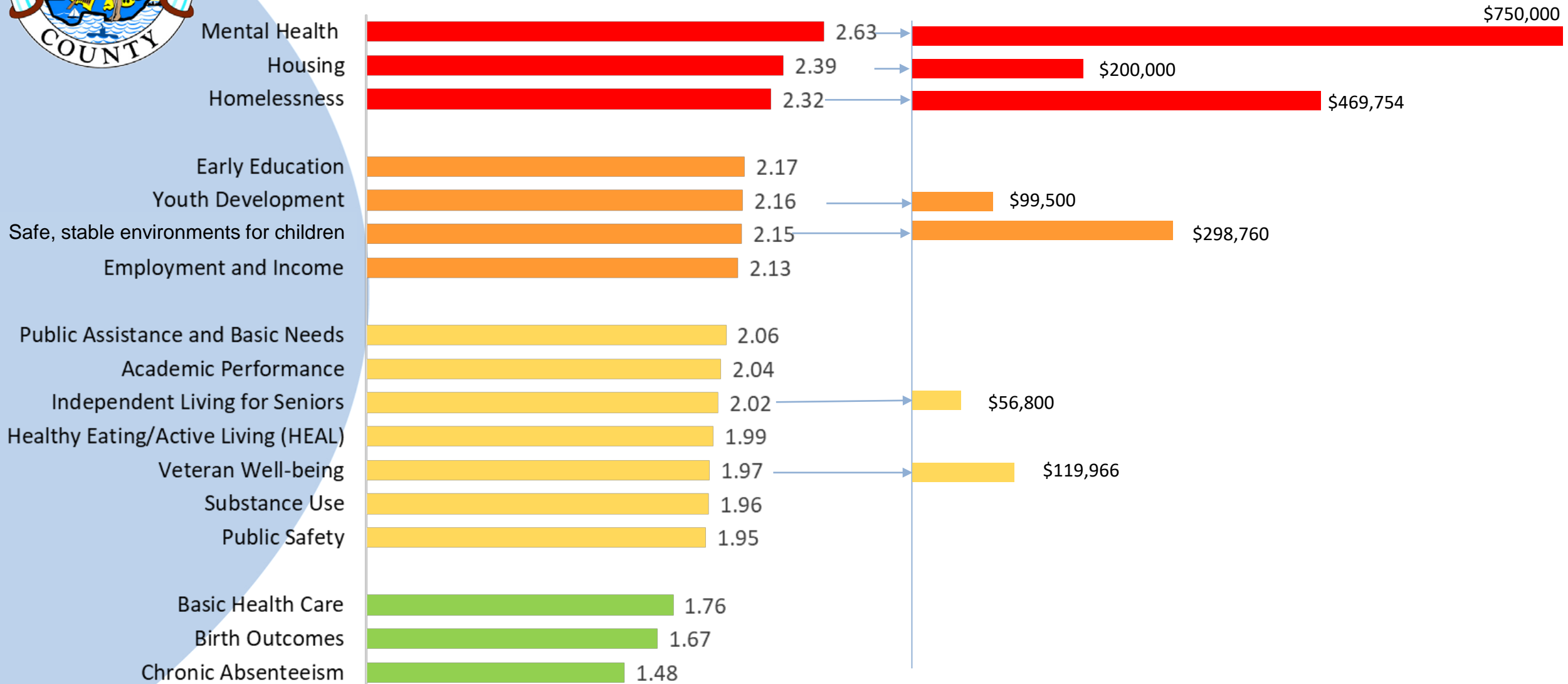


HSNA Top Needs vs. Pre-2020 Funding



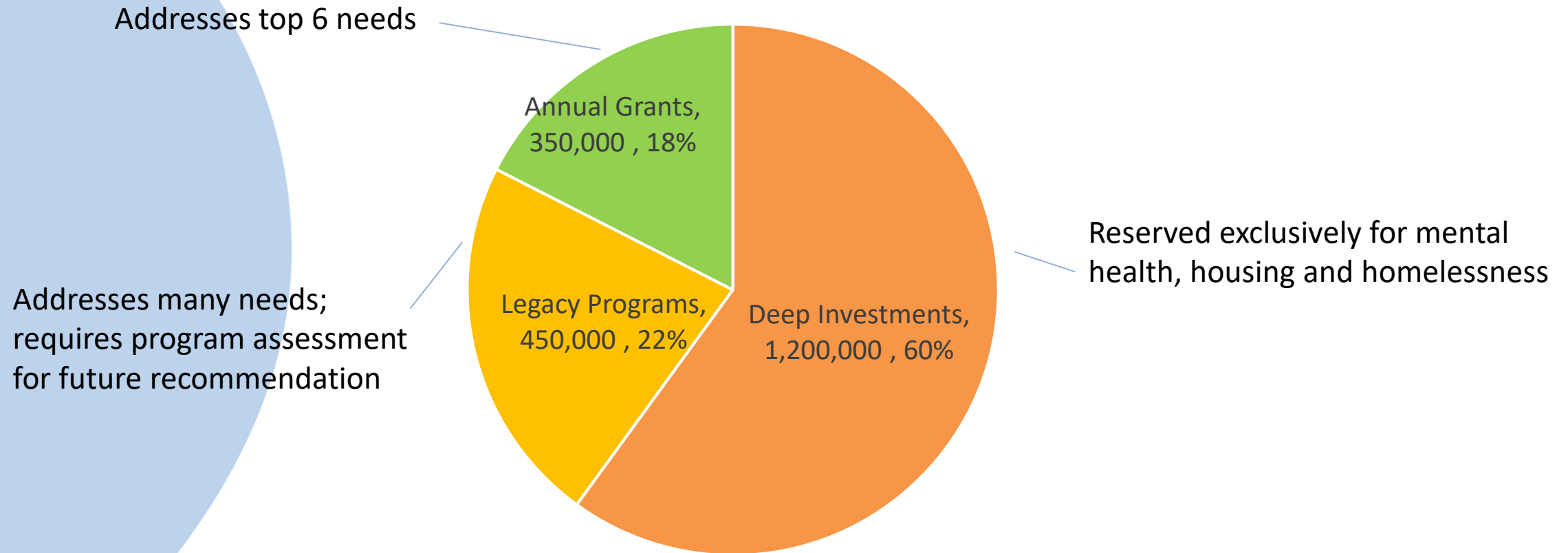


HSNA Top Needs vs. Post-2020+ Funding



Community Investment Fund Overview

Community Investment Fund 2020



Note: year 1 deep investments were reduced by \$100,000 and annual grants were increased by \$100,000, due to delays in implementation related to COVID-19



Three-pronged Community Investment Fund

<div>\$2,000,000</div> <div>Community Investment Fund</div> <div>(formerly non-county contributions)</div>		
<div>Legacy Programs</div> <div>\$450,000 Annually</div> <div>3-year commitment</div> <div>Addresses many needs</div>	<div>Deep Programming</div> <div>\$1,300,000 Annually</div> <div>3-year commitment</div> <div>Addresses top 3 needs</div>	<div>One-Time Programs</div> <div>\$250,000 Annually</div> <div>1-year commitment</div> <div>Addresses top 6 needs</div>

Mental Health Outcomes Framework

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

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



Strategy 1

Increase community understanding of how to access mental health services

- Partnering with Touro University due to previous experience with Drug Safe Solano
- Activities:
 - Map public and private mental health system of care
 - Create algorithm to guide inquiries to assist residents to the best care the first time
 - Navigators assist individuals and follow-up to ensure connection to appropriate service
 - Community education campaign on how to access care



Strategy 2

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

- Mental Health First Aid (MHFA) Training:
 - Evidence-based training to assist community providers in identifying mental health concerns, providing immediate support, connect residents to resources
- 5 agencies applied to RFP 2020-06
- Evaluation Committee recommended A Better Way
 - Aprox. 100 trainings for 1,500 providers each year
 - Coordinate MHFA trainings in the county



Mental Health Funding Recommendations

	Strategy	Agency	Annual Recommended Amount	Total for 2 years, 11 months
1	Increase community understanding of how to access mental health services	Touro University	340,000	\$1,020,000
2	Increase provider understanding of how to respond to residents with mental health needs	...	260,000	\$758,333*
		Grand Total:		\$1,778,333

*Total is slightly less because the first year was shortened to 11 months due to COVID-19 related delays



Community Investment Fund Summary

Board Consideration	CIF Component	Date Begins	Year 1 Amount
Complete	Legacy Programs	July 1, 2020	\$450,000
Complete	Annual Grants	July 1, 2020	350,000
Today	Mapping the Mental Health System of Care & Navigation	July 1, 2020	340,000
Today	Mental Health First Aid Training	Aug 1, 2020	240,000
August	Homelessness Innovation Ideas	Sept 1, 2020	420,000
Sept/Oct	Housing Affordability as it related to reducing homelessness	Oct 1, 2020	200,000
		Total:	\$2,000,000



Remaining CIF Implementation Activities

- Homelessness Innovative Ideas Request for Proposal
 - Released in June
 - Applications received July 8th
 - Recommendations before your Board August
 - Services begin September
- Housing Affordability as it related to reducing homelessness
 - Plan being developed by CAO's Office
 - Recommendation before your Board Sept/Oct
 - Post begin post October



Today's Considerations

- Consider approval of a contract with Touro University for up to \$1,020,000 over 3 years (August 1, 2021 through June 30, 2023) from the Community Investment Fund, Deep Investments category to increase community understanding of how to access mental health services
- Consider approval of a recommendation to allocate up to \$758,333 over 3 years (August 1, 2021 through June 30, 2023) from the Community Investment Fund, Deep Investments category, to A Better Way, in Response to Request for Proposal 2020-06 – Mental Health First Aid Training



Solano County

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

Agenda Submittal

Agenda #:	30	Status:	Consent Calendar
Type:	Appointment	Department:	First 5 Solano
File #:	20-533	Contact:	Michele Harris, 784-1335
Agenda date:	07/28/2020	Final Action:	
Title:	Consider approving the Solano Children's Alliance updated bylaws; Approving the membership appointments of Cheryl Countee, Angel Aguilar, and Tonya Burns to the Solano Children's Alliance for the term of July 28, 2020 to July 28, 2024; and Approving the appointment of alternates Araceli Lopez, Christina Sinohui, and Eliza Lehrke to the Solano Children's Alliance for the term of July 28, 2020 to July 28, 2024		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Current Bylaws, B - Proposed Bylaws, C - Membership Roster		

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

DEPARTMENTAL RECOMMENDATION:

First 5 Solano/County Administrator's Office recommends the Board of Supervisors consider approving the Solano Children's Alliance (SCA) updated bylaws, approving the membership appointments of Cheryl Countee, Angel Aguilar, and Tonya Burns to the Solano Children's Alliance for the term of July of July 28, 2020 to July 28, 2024, and approving the appointments of alternates Araceli Lopez (alternate for Cheryl Countee), Christia Sinohui (alternate for Angel Aguilar), and Eliza Lehrke (alternate for Tonya Burns).

SUMMARY:

In a recent review of the SCA bylaws, there were several areas that were recommended by the SCA for updating and clarification, including:

1. Clarification that the appointment term of the Board of Supervisors member is one year, consistent with the Board Committee appointment schedule.
2. Changed the quorum requirements to a majority of the filled members, rather than total members.
3. Includes language clarifying when a member may be recommended for removal from the SCA, including if a member should fail to attend two meetings in a calendar year without their absence being excused by the Executive Committee. The Board Member appointee is excluded from the removal criteria.

In addition to the substantive changes above, the bylaws were also reorganized for improved flow of the narrative sections.

Both versions of the bylaws (previously approved and currently proposed with changes) can be viewed in Attachments A & B.

In addition to the changes in the bylaws, this item brings forward several member and alternate appointments for the Board's consideration. The proposed roster of members and alternates are included in Attachment C.

FINANCIAL IMPACT:

The cost associated with preparing this agenda item is nominal and absorbed by the Department's FY2020/21 Preliminary Budget. There is no financial impact for this decision; approval will assist the SCA to reach a quorum to conduct their business.

DISCUSSION:

Bylaws

The SCA is requesting revisions in several areas. Current bylaws allow for all members to serve a four-year term. The first proposed revision clarifies that the Board of Supervisors member appointment term is a one-year appointment coinciding with the calendar year and the Board's Committee appointment schedule. The second revision updates the quorum guidelines. The SCA is recommending that a simple majority of filled member positions, rather than the total number member positions constitute a quorum for meetings and all voting requirements.

The third revision clarifies when the Executive Committee of the SCA may recommend to the Board to remove a member, allowing another member to be appointed in the member's place. Recommendation for removal includes when a member fails to attend more than two meetings in a calendar year without being excused by the Executive Committee. This will allow the SCA to recommend removal of members who are no longer engaged with the SCA and have no contact with the Executive Committee. The Board of Supervisor's member is excluded from the removal criteria.

All of the changes are to ensure the bylaws are consistent with current practice, and to assist the SCA with member attendance and voting to ensure the SCA is able to conduct their business on a timely basis. The bylaws have also been reorganized for consistency and flow.

The Solano Children's Alliance reviewed and approved the bylaws on May 6, 2020 and their Executive Committee recommends adoption of the revisions.

Appointments:

The Alliance consists of 20 voting members recommended by the Alliance Executive Committee and appointed by the Board of Supervisors. This agenda item also brings forward three member appointments as recommended by the SCA Executive Committee pursuant to the bylaws:

- Appointment Cheryl Countee, Assistant Director, Human Resources, Fairfield Suisun Unified School District for category of Local School District
- Appointment of Angel Aguilar, Director, Solano Family Justice Center, for category of Solano County District Attorney's Office
- Appointment of Tonya Burns, Executive Director, Child Haven, Inc. for the category of Community Based Organization that provides Services to Children and Families

This item also brings forward three appointments of alternates pursuant to the revised bylaws. The proposed alternates and their membership categories are:

- Appointment of alternate Araceli Lopez, Principal, Anna Kyle Elementary School, Fairfield Suisun Unified School District, for category of Local School District (alternate for Cheryl Countee).

- Appointment of alternate Christina Sinohui, Social Worker, Solano Family Justice Center, for the category of Solano County District Attorney's Office (alternate for Angel Aguilar).
- Appointment of alternate Eliza Lehrke, Clinical Director, Child Haven, Inc. for the category of Community Based Organization that Provides Services to Families and Youth (alternate for Tonya Burns).

The proposed appointment of members and alternates are included in the Proposed Membership Roster (Attachment C).

ALTERNATIVES:

The Board could choose not to approve the revised SCA bylaws, and the appointments of members and/or alternates. This is not recommended as each of these will assist the Alliance in conducting its responsibility to support children's issues in Solano County.

OTHER AGENCY INVOLVEMENT:

The revised SCA bylaws have been recommended by the SCA and reviewed by County Counsel. The membership appointments and alternates have been reviewed and recommended by the Executive Committee of the SCA.

BY-LAWS
OF
SOLANO CHILDREN’S ALLIANCE

ARTICLE I. NAME

The name of this organization shall be the Solano Children’s Alliance (ALLIANCE), one of two components of the Children’s Network with the other being the Children’s Network of Solano County (CHILDREN’S NETWORK).

ARTICLE II. AUTHORITY

The Solano County Board of Supervisors designated the Alliance as the statutorily required “local volunteer commission” to complete all tasks required of the Commission for AB2994 (CAPIT) and AB1733 (Children’s Trust Fund), the County’s Interagency Children’s Services Coordinating Council, and the Child Abuse Prevention Council.

ARTICLE III. PURPOSE

The purpose of the ALLIANCE is to join representatives from city and county agencies, private and community-based organizations, and concerned citizens in an effort to sustain and improve the quality, quantity and integration of services and programs available to Solano County children and their families.

Inherent to this purpose is:

- A. Increasing communication, coordination, collaboration and cooperation among public, private, and community service providers.
- B. Minimizing service duplication.
- C. Identifying gaps between needs and services provided.
- D. Enriching existing services.
- E. Prioritizing needed services.
- F. Researching the development of new services.
- G. Recommending funding for services and programs.

- H. Researching, monitoring and advocating for legislation relating to children, youths and families.

ARTICLE IV. ROLES AND RESPONSIBILITIES

ALLIANCE/BOARD OF SUPERVISORS

The ALLIANCE is responsible to the Board of Supervisors in carrying out its assigned tasks, including duties related to CAPIT and the Children's Trust Fund. Recommendations for funding, services and programs and legislation shall be reviewed by the ALLIANCE and submitted by the Executive Committee directly to the Board of Supervisors, who shall have the final approving authority.

ALLIANCE/CHILDREN'S NETWORK

The CHILDREN'S NETWORK is a separate, incorporated non-profit agency whose responsibilities include, but are not limited to, providing staff support to the function of the ALLIANCE through a contractual agreement between the CHILDREN'S NETWORK and the Solano County Board of Supervisors.

ARTICLE V. MEMBERSHIP

The ALLIANCE shall consist of twenty voting members appointed by the Board of Supervisors. The membership shall include:

- | | |
|---|------|
| 1. Health and Social Services | Two |
| 2. Probation, Juvenile Division | One |
| 3. Local child serving public agency | One |
| 4. Presiding Judge of Juvenile Court, Designee, or Representative of Juvenile Justice Services | One |
| 5. Superintendent of County Office Of Education or Designee | One |
| 6. Superintendent of a Local School District or Designee | One |
| 7. Representative from the District Attorney's Office | One |
| 8. Representative of Community Based Organizations that provide services to children and/or Families/Non-Profits desiring County partnership to meet children's needs | Five |
| 9. Board of Supervisors Member or Designee | One |
| 10. Representative of law enforcement | One |
| 11. Representative of the Regional Center | One |
| 12. Representative of the Child Care R&R or Child Care Planning Council | One |
| 13. Representative of Community Based Organizations with ties to ethnic communities | One |
| 14. Members at large (individuals not paid to work on children's service programs in Solano County, community representatives, parents, grandparents and/or consumers | Two |

The Executive Committee shall receive and review applications as vacancies occur and make recommendations for appointments to the Board of Supervisors. All members shall be appointed for four years from the date of appointment. Terms are renewable at the request of the Alliance and with the approval of the Board, but Alliance members must apply for reappointment. A member whose appointment has expired may continue to serve in that capacity until a new appointment is made or until the Board declares the position vacant.

Each Alliance member may designate one alternate to be recommended to the Executive Committee and appointed by the Board of Supervisors. Alternates may attend, participate, and vote on the member's behalf in the regularly scheduled Alliance meetings. The termination date of the alternate will coincide with the termination date of the primary Alliance member.

Any member may resign by filing a written resignation with the Executive Committee. A thirty-day advance notice shall be submitted whenever possible.

ARTICLE VI. MEETINGS

The Ralph M. Brown act shall govern the ALLIANCE meetings, but not the meetings of the Executive Committee. The Alliance shall hold a minimum of one meeting per month. Unless otherwise determined by a vote of the membership, the meeting shall be held on the first Wednesday of each month at a site identified in writing in advance of the meeting.

Members of the ALLIANCE shall receive by mail or email the minutes of the previous meeting and the agenda for the next meeting at least seventy-two hours prior to the next meeting date.

Robert's Rule of Order shall guide the ALLIANCE in its proceedings.

Public notice shall be made available through email, and posted at the Children's Network and at designated meeting locations.

Special meetings may be called by the ALLIANCE President at any time. Each member of the Alliance shall be given a minimum of 24 hours notice of such meetings.

Items that qualify as an emergency can be added to the agenda at the meeting by a two-thirds (2/3) vote.

Attendance at all meetings is recorded on a sign-in sheet. Members are responsible for signing the attendance sheet.

ATTENDANCE

It shall be the duty of ALLIANCE members to attend all meetings. In case of illness or other compelling commitments, the Executive Committee may excuse an absence. Such absences will be recorded in the minutes.

Should a representative fail to attend two meetings in one calendar year without being excused by the Executive Committee, that representative may lose its membership.

QUORUM

A majority of the members of the ALLIANCE shall constitute a quorum. In computing the quorum, the member appointed by the Board of Supervisors or, in the members absence, that member's Board of Supervisor's approved alternate, counts as one member toward the quorum. A quorum shall be necessary to conduct ALLIANCE business meetings.

VOTING RIGHTS

Each member of the ALLIANCE shall have one vote in all actions and decisions of the ALLIANCE. All action and decisions shall require a majority vote for approval.

ARTICLE VII. EXECUTIVE COMMITTEE

The Officers of the ALLIANCE shall be the Executive Committee which shall include the President, the Vice President, and the immediate past President. Additionally, the Chairpersons of each standing committee of the ALLIANCE shall be made members of the Executive Committee upon the request of the standing committee chair.

The Executive Committee shall:

- A. Set overall procedures and policies for conducting meetings
- B. Set agendas
- C. Review proposals of funding for new programs
- D. Make reports to the Solano County Board of Supervisors

ARTICLE VIII. OFFICERS

PRESIDENT

The President shall be the principal executive officer of the ALLIANCE and shall in general supervise and control all of the business and affairs of the ALLIANCE. He/she shall preside at all meetings of the members and in general shall perform all duties incident to the office of President and such other duties as may be assigned by the ALLIANCE from time to time. The immediate past president shall serve as the representative of the ALLIANCE to the Board of Directors of the CHILDREN'S NETWORK.

VICE PRESIDENTS

The offices of First Vice President and Second Vice President are established to provide for leadership continuity. The current year First Vice President shall be nominated to the position of President for the following year, and the current second Vice President shall be nominated to the position of first Vice President for the following year. The Nominating Committee shall also recruit and nominate a candidate for the position of second Vice President for the coming year.

The first Vice President shall in the absence of the President, perform the duties of the President, and when so acting, shall have all the powers of and subject to all restrictions upon the President. The Vice President shall routinely chair the Executive Committee meetings to gain experience in leadership and in managing the meeting agenda.

The second Vice President shall, in the absence of the first Vice President, perform the duties of the first Vice President, including the responsibility to chair the Executive Committee.

The First Vice President shall become the President for the remainder of the term if the office of the President becomes vacant, and the Second Vice President shall then become the First Vice President. A new second Vice-president shall be elected to serve in that capacity for the same period.

If the First Vice-President position becomes vacant, the Second Vice President shall become First Vice President for the remainder of that term. If the Second Vice President becomes vacant the Executive Committee may fill the office by appointment subject to ratification by the general membership.

ARTICLE IX. COMMITTEES

The ALLIANCE, by Resolution adopted by a majority, may designate and appoint one or more committees each of which may consist of two or more ALLIANCE members. Such committees will make recommendations to the Alliance and cannot independently exercise the authority of the Alliance except when specifically authorized to do so. Possible categories for committees include:

A. Gathering data to develop and maintain information on programs.

- B. Researching new services and programs.
- C. Reviewing and monitoring legislation.
- D. Lobbying for effective children's services with appropriate governmental bodies, so long as the positions taken are consistent with Board of Supervisor's policy positions.
- E. Providing a slate of officers at the time of the election of the Executive Committee.

Each committee may include non ALLIANCE members. Each committee shall have a Chairperson who shall be an ALLIANCE member.

ARTICLE X. ELECTION OF OFFICERS

NOMINATING COMMITTEE

The Nominating Committee shall be composed of ALLIANCE Officers and Committee Chairpersons. The Nominating Committee shall solicit from the voting membership names of candidates to be proposed for office. The current first Vice President shall be nominated for the position of President, and the current second Vice President shall be nominated for the position of first Vice President.

The Nominating Committee shall present the recommended slate of officers to the full membership at the April meeting each year.

ELECTIONS

The election of officers will be scheduled for the May meeting. The President shall also accept nominations from the floor. Voting rights are limited to those appointed members of the ALLIANCE. Voting is conducted by means of a secret ballot. Newly elected officers shall begin their responsibilities at the June or the next scheduled Council meeting.

TERM OF OFFICE

Each elected officer shall serve for a term of one year and may be re-elected for no more than two consecutive terms in the same office.

ARTICLE XI. BYLAWS

These by-laws shall be approved, and may be amended by a majority vote of those members of the ALLIANCE constituting a quorum, provided that the recommended amendments shall have been submitted in writing with a minimum of one month's notice to the ALLIANCE total membership for review. These by-laws shall become effective immediately upon the approval of the ALLIANCE.

BYLAWS
OF
SOLANO CHILDREN’S ALLIANCE

ARTICLE I. NAME

The name of this organization shall be the Solano Children’s Alliance (ALLIANCE), supported by the Children’s Network of Solano County (CHILDREN’S NETWORK), and acting as the Solano County Child Abuse Prevention Council (CAPC) and the County’s Interagency Children’s Services Coordinating Council.

ARTICLE II. AUTHORITY

The Solano County Board of Supervisors designated the ALLIANCE as the statutorily required “local volunteer commission” to complete all tasks required by AB2994 (CAPIT) and AB1733 (Children’s Trust Fund).

ARTICLE III. PURPOSE

The purpose of the ALLIANCE is to join representatives from city and county agencies, private and community-based organizations, and concerned citizens to sustain and improve the quality, quantity and integration of services and programs available to Solano County children and their families.

Inherent to this purpose is:

- A. Increasing communication, coordination, collaboration and cooperation among public, private, and community service providers.
- B. Identifying and supporting strategies to prevent and respond to child abuse and neglect.
- C. Minimizing service duplication.
- D. Identifying gaps between needs and services provided.
- E. Enriching existing services.
- F. Prioritizing needed services.
- G. Researching the development of new services.
- H. Recommending funding for services and programs.
- I. Researching, monitoring and advocating for legislation relating to children, youths and families.
- J. Researching, monitoring and advocating for legislation to prevent child abuse and neglect.
- K. Consulting on and reviewing County-wide protocols on child abuse and neglect and other protocols that effect children, youth and families.

ARTICLE IV. ROLES AND RESPONSIBILITIES

Section I – ALLIANCE/Solano County Board of Supervisors

The ALLIANCE is responsible to the Solano County Board of Supervisors in carrying out its assigned tasks, including duties related to CAPIT and the Children's Trust Fund. Recommendations for funding, services, programs, and legislation shall be reviewed by the ALLIANCE and submitted by the Executive Committee directly to the Solano County Board of Supervisors, who shall have the final approving authority.

Section II – ALLIANCE/CHILDREN'S NETWORK

The CHILDREN'S NETWORK is a separate, incorporated non-profit agency whose responsibilities include, but are not limited to, providing staff support to the function of the ALLIANCE through a contractual agreement between the CHILDREN'S NETWORK and the Solano County Board of Supervisors.

ARTICLE V. MEMBERSHIP

Section I – Voting Members

The ALLIANCE shall consist of twenty (20) voting members appointed by the Board of Supervisors. The voting members shall include:

- A. Health and Social Services, with at least one representative from Child Welfare Services:
Two
- B. Probation, Juvenile Division: One
- C. Local child serving public membership agency: One
- D. Presiding Judge of Juvenile Court, or their designee: One
- E. Superintendent of County Office of Education, or their designee: One
- F. Superintendent of a local school district, or their designee: One
- G. The District Attorney, or their designee: One
- H. Representatives of community-based organizations that provide services to Solano County children and/or their families, that may include child abuse prevention: Five
- I. Board of Supervisors Member, or their designee: One
- J. Representative of law enforcement: One
- K. Representative of the Regional Center: One
- L. Representative of the Child Care Resource and Referral or Child Care Planning Council: One
- M. Representative of community-based organizations with ties to vulnerable communities: One
- N. Members at large (individuals not paid to work on children's service programs in Solano County, community representatives, parents, grandparents and/or consumers): Two

Section II – Terms of Office

- A. Except for the Board of Supervisors Member or their designee, all voting members shall serve a term of four years (4), upon date of appointment.
- B. The Board of Supervisors shall appoint the Board of Supervisors Member or their designee for a one-year appointment coinciding with the calendar year.
- C. A voting member whose appointment has expired may continue to serve in their capacity until a new appointment is made, or until the Solano County Board of Supervisors declares the position vacant.
- D. Terms are renewable at the request of the ALLIANCE and with the approval of the Board of Supervisors. Except for the Board of Supervisors Member or their designee, all voting members must apply for reappointment.

Section III – Requirements and Responsibilities of Voting Members

- A. It shall be the duty of each ALLIANCE member to attend all meetings. In case of illness or other compelling commitments, the Executive Committee may excuse a member's absence. Such absences will be recorded in the minutes.
- B. Each ALLIANCE member may propose one person to serve as their alternate. Proposals shall be provided to the Executive Committee, and appointed by the Solano County Board of Supervisors before they may attend, participate, and vote on the member's behalf in the regularly scheduled ALLIANCE meetings. The termination date of the alternate's term of service will coincide with the termination date of the primary ALLIANCE member for whom they serve as the alternate.
- C. Should a member fail to attend two (2) meetings in one (1) calendar year without their absence being excused by the Executive Committee, regardless of their alternate's attendance, the Executive Committee will recommend removal of the member to the Solano County Board of Supervisors.

Section IV – Resignations

Any voting member may resign by filing a written resignation with the Executive Committee. A thirty (30) day advance notice shall be submitted whenever possible.

Section V – Termination of Membership

Except for the Board of Supervisor Member or their designee, the Executive Committee may recommend to the Solano County Board of Supervisors that a vacancy be declared for a voting member due to failure to meet the attendance requirement, or conduct which is inconsistent with the mission of the ALLIANCE.

The voting member will be contacted in writing about their lack of attendance or conduct prior to the Executive Committee taking any action to the Solano County Board of Supervisors.

Section VI – Vacancies and Selection Criteria

- A. Except for the Board of Supervisor Member or their designee, when a vacancy of a voting member exists because of the expiration of a term, resignation, termination, or any other reason, the Executive Committee shall receive and review applications as vacancies occur and make recommendations for appointments to the Solano County Board of Supervisors.
- B. Primary consideration is based on the contents of the prospective member's application. Each application shall identify the community, system, service organization, agency or department the applicant represents.
- C. Only the Solano County Board of Supervisors may remove or appoint the Board of Supervisors Member or their designee.

ARTICLE VI. MEETINGS

Section I – Open and Public

- A. The Ralph M. Brown act shall govern the ALLIANCE meetings, but not the meetings of the Executive Committee.
- B. Items that qualify as an emergency can be added to the agenda at the meeting by a two-thirds (2/3) vote.
- C. Robert's Rule of Order shall guide the ALLIANCE in its proceedings.

Section II – Regular Meetings

- A. The ALLIANCE shall hold ten regularly scheduled meetings per year. Unless otherwise determined the membership, the meeting shall be held on the first Wednesday of each month at a site identified in writing in advance of the meeting. Public notice shall be made available through email, and physically posted at the Children's Network and at designated meeting location.
- B. At least seventy-two (72) hours before each regular meeting, members of the ALLIANCE shall receive by mail or email the minutes of the previous meeting, and the agenda for the meeting.

Section III – Special Meetings

Special meetings may be called by the ALLIANCE President. The public and members of the ALLIANCE shall be provided at least twenty-four (24) hours' notice before each special meeting.

Section IV – Quorum and Voting Requirements

- A. A majority of the of the filled ALLIANCE members shall constitute a quorum. A quorum shall be necessary to conduct ALLIANCE business.
- B. Each voting member of the ALLIANCE shall be entitled to one vote. The voting member or their alternate must be present at an appropriately noticed meeting to cast their vote.
- C. All action and decisions of the ALLIANCE shall require a simple majority vote of the quorum for approval.

ARTICLE VII. OFFICERS

There shall be the following officers of the ALLIANCE: a President, and a Vice President.

Section I – Powers and Duties of Officers

A. President

The President shall be the principal executive officer of the ALLIANCE and shall in general supervise and control all of the business and affairs of the ALLIANCE. He/she shall preside at all meetings of the ALLIANCE; call special meetings of the ALLIANCE as necessary and subject to Brown Act requirements; cancel meetings as necessary; and in general shall perform all duties incident to the office of President and such other duties as may be assigned by the ALLIANCE from time to time.

B. Vice President

The Vice President shall in the absence of the President, perform the duties of the President, and when so acting, shall have all the powers of and be subject to all restrictions upon the President. The Vice President shall routinely chair the Executive Committee meetings to gain experience in leadership and in managing the meeting agenda.

Section II – Officer Vacancies

If one or both officer positions become vacant mid-term, the Executive Committee may fill the vacant office by appointment of an Executive Committee member subject to ratification by the general membership.

Section III – Nomination and Election of Officers

A. Nominations

1. The Nominating Committee shall be composed of current ALLIANCE Officers and all Committee Chairpersons. The Nominating Committee shall solicit from the voting membership names of candidates to be proposed for office.
2. The Nominating Committee shall present the recommended slate of officers to the full membership at the April meeting each year.
3. The Nominations Committee may not nominate any of its members for any office, although a Nominations Committee member may be nominated from the floor.

B. Elections

1. The election of officers shall be held at the May meeting each year.
2. Voting rights are limited to members of the ALLIANCE. Voting is conducted by means of a secret ballot.
3. If no candidate for office obtains a majority off a quorum, a run-off between the top two candidates shall be held immediately following the vote count.

4. Newly elected officers shall begin their responsibilities at the June, or the next scheduled ALLIANCE meeting.

Each elected officer shall serve for a term of two (2) years and may be re-elected for no more than two consecutive terms in the same office.

ARTICLE VIII. COMMITTEES

Section I – Operational Committees

A. Executive Committee

Executive Committee shall include the President, the Vice President, and the immediate past President. Additionally, the Chairpersons of each standing committee of the ALLIANCE shall be made members of the Executive Committee upon the request of the standing committee chair.

The Executive Committee shall:

1. Set overall procedures and policies for conducting meetings
2. Set agendas
3. Review proposals of funding for new programs
4. Make reports to the Solano County Board of Supervisors
5. Review member applications and make recommendations for approval to the membership and the Solano County Board of Supervisors.
6. Review ALLIANCE Bylaws and recommend changes for approval to the membership and the Solano County Board of Supervisors.
7. Review County-wide protocols that effect children, youth, and families and recommend for approval to the membership and the Solano County Board of Supervisors.

B. Nominating Committee

To perform the functions as outlined under Article VII, Section III, A. Nominations.

Section II – Program-related Standing Committees

The ALLIANCE, by Resolution adopted by a majority, may designate and appoint one or more committees each of which may consist of two or more ALLIANCE members. Such committees will make recommendations to the ALLIANCE and cannot independently exercise the authority of the ALLIANCE except when specifically authorized to do so. Possible categories for committees include:

- A. Preventing, detecting, and treating child abuse and neglect through education, awareness, and other activities.
- B. Gathering data to develop and maintain information on programs.
- C. Researching new services and programs.
- D. Reviewing and monitoring legislation.
- E. Advocating for effective children's services.
- F. Providing a slate of officers at the time of the election of the Executive Committee

Each committee may include non-ALLIANCE members. Each committee shall have a Chairperson who shall be an ALLIANCE member.

ARTICLE IX. BYLAWS

These by-laws shall be approved, and may be amended by a majority vote of those members of the ALLIANCE constituting a quorum, provided that the recommended amendments shall have been submitted in writing with a minimum of one month's notice to the ALLIANCE's total membership for review. These by-laws shall become effective immediately upon the approval of the ALLIANCE County Counsel, Children's Network, and/or Solano County Board of Supervisors.

Children's Alliance Membership Roster

<u>Category of Membership</u>	<u>Member/Alternate</u>
Solano County H&SS	Aaron Crutison Alternate: Neely McElroy
Solano County H&SS	Dr. Shandi Fuller Alternate: Cindy Watson
Solano County Juvenile Probation Department	Julie Musto Alternate: Amy Potter
Local Child Serving Public Agency	Pam Posehn Alternate: Rachel Rico
Presiding Judge of Juvenile Court or Representative of Juvenile Justice Services	Candy Pierce Alternate: Sara Jones
Solano County Superintendent of Schools Or Designee	Lisette Estrella-Henderson Alternate: Nicola Parr
Local School District or Designee	<i>Proposed Member: Cheryl Countee</i> <i>Proposed Alternate: Araceli Lopez</i>
Solano County District Attorney's Office	<i>Proposed Member: Angel Aguilar</i> <i>Proposed Alternate: Christina Sinohui</i>
Community Based Organization that Provides Services to Families and Youth	Haley Armstrong Alternate: Conni Holloway
Community Based Organization that Provides Services to Families and Youth	<i>Proposed Member: Tonya Burns</i> <i>Proposed Alternate: Eliza Lehrke</i>
Community Based Organization that Provides Services to Families and Youth	Jennifer MacKinnon Alternate: Agnes Perez
Community Based Organization that Provides Services to Families and Youth	Juan Cisneros Alternate: Debbie Peralez
Community Based Organization that Provides Services to Families and Youth	Member: VACANT Alternate: VACANT
Member at Large - Parents, Grandparents and Consumers	Member: VACANT Alternate: VACANT
Member at Large - Parents, Grandparents and Consumers	Joshua Mallory Alternate: VACANT
Member of the County Board of Supervisors or Designee	Monica Brown Alternate: Liat Meitzenheimer
Local Law Enforcement	Gloria Diaz Alternate: Ana Isabel Montano
Regional Center	Guadalupe Lopez Alternate: Rafael Hernandez-Perez
Child Care R&R or Child Care Planning Council	Zoe Bartholomew Alternate: Kathy Lago
Community Based Organization that ties to an Ethnic Community	Member: VACANT Alternate: VACANT



Solano County

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

Agenda Submittal

Agenda #:	31	Status:	Regular Calendar
Type:	Miscellaneous	Department:	General Services
File #:	20-494	Contact:	Nancy Huston, 784-6100
Agenda date:	07/28/2020	Final Action:	
Title:	Receive a verbal update from Fair CEO/Executive Director Mike Ioakimedes on the Solano County Fair		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - SCFA Update		

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

Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

The County Administrator's Office recommends that the Board of Supervisors receive a verbal update from CEO/Executive Director Mike Ioakimedes on the Solano County Fair.

*Solano County Fair Association
Update to Solano County
Board of Supervisors*

TUESDAY, JULY 28, 2020

BACKGROUND:

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 which was completed at the October 1, 2019 Board of Supervisor's (BOS) meeting.

As part of the October 1st check-in, the BOS received a report from the Solano County Auditor-Controller's office titled the "Follow-up Review to the Solano County Fair Financial Statement Audit for the Years Ended December 31, 2017 & 2016". Quoting from the report:

"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) 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." Further quoting from the September 3, 2019 report:

"Based on our follow-up review, the SCFA 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."

INTRODUCTION:

The following report will summarize SCFA's continued efforts to address the two remaining matters identified in the 2017 / 2016 audit as well as highlight:

- SCFA's response to the COVID-19 Pandemic
- SCFA's plan for a slow recovery from the COVID-19 Pandemic
- SCFA's ongoing planning efforts as an Emergency Response resource
- SCFA's ongoing efforts to continue to support our local communities.
- The 2020 Virtual Solano County Fair

OUTSTANDING MATTERS FROM 2016-2017 AUDIT

Item 3 - As per the draft 2018 & 2019 Audit Report, *Item 3 – Solano County Fair Operations* status remains "in progress". SCFA's cash position has improved dramatically, more than doubling the 2017-year end Cash balance in both 2018 and 2019. (Cash as of December 31, 2017 = \$190,671 – Cash as of December 31, 2019 = \$461,422)

As outlined in the SCFA March 25, 2020 report submitted to the County, SCFA has taken extensive measures to increase profitability. 2020 SCFA operations improvements include:

- Modifying SCFA Annual budgeting format
- Establishing budget coordinated profit margins
- Revising Internal SCFA Purchasing Procedures
- Modification to SCFA Scheduled Work Week

With the above improvements implemented, SCFA management is confident that continued and increased improvement to SCFA's cash position can be anticipated.

Item 1 - As per the draft 2018 & 2019 Audit Report, *Item 1 – Solano County Fair Reporting Structure* status has been upgraded to “in progress”. The modification of SCFA's 2020 budget format had a two-fold purpose; 1) to create a financial reporting structure that would serve as a more effective management tool, and 2) to begin the separation of SCFA related costs from the County's cost of fairgrounds ownership.

The COVID-19 related shut-down provided SCFA management with the opportunity to harvest solid data on fairgrounds operations costs absent any SCFA related activities. A preliminary analysis titled *Enterprise Operating Activity -2020* (attached) reflects initial estimates of actual direct costs related to day-to-day fairgrounds operations independent of any SCFA activity.

QUESTIONING FOUNDATIONAL ASSUMPTIONS

The analysis of fairgrounds maintenance costs, absent any SCFA activity, has also shed some light on how SCFA operations have been measured by the County.

Criteria used by the County of Solano to measure the effectiveness of SCFA operations has been based on several foundational assumptions. SCFA's efforts to address 2016-2017 Audit Item 1 have raised questions about the validity of these assumptions.

SCFA requests that the following assumptions be revisited:

- 1. Lease Revenue Sufficient to cover both underwriting the annual fair as well as paying for bare annual facilities maintenance costs.**
 - a. See attached analysis. It is questionable if there is sufficient lease revenue to both underwrite the annual Solano County Fair and fund basic annual fairgrounds maintenance costs.
- 2. Annual County Fairs are just like local festivals and do not require year-round planning.**
 - a. The Annual County Fair is distinct from local festivals because of the competitive exhibits program. The competitive exhibits programs require a year-round planning effort.
- 3. Curtailing SCFA Facility Rental operations would effectively reduce fairgrounds activity to zero.**
 - a. **Absent SCFA's Facilities Rental operations remaining fairgrounds activities include:**
 - i. The Solano Race Place operates as a year-round activity
 - ii. Onsite fairgrounds' tenants:
 1. Vallejo Gem and Mineral
 2. New Horizons Preschool
 3. Meyers Foodservice
 4. Short term Parking lot tenants

- iii. Multiple agencies needing access to parts of the fairgrounds or interaction with SCFA staff:
1. Solano County Sheriff's Office (Tenant/Training/Rally Point)
 2. Solano County Animal Control (Tenant/Rally Point)
 3. Solano County OES (Evacuation Facility/Rally Point/Radio Relay Tower)
 4. Solano County DGS/CAO (S360 areas maintenance & projects)
 5. Cal Fire or other CA agencies (Rally Point/Spike Camp/Staging per Governor's orders that apply to all CA fairground facilities)
 6. Vallejo Police Department (Training/Rally Point)
 7. Vallejo Fire Department (Training/Rally Point)
 8. Medic Ambulance (Training/Rally Point)
 9. Vallejo Sanitation & Flood Control District (Maintenance/Repair)
 10. City of Vallejo Water Department (Maintenance/Repair)
 11. PG&E (Maintenance/Repair; CRC & Emergency Rally/Staging Point/Spike Camp)
 12. Cal Trans/CHP (Hwy 37 & I-80 perimeters/vehicle accident response)
 13. OutFront Media (billboards)
 14. ATT Cell Site (COW, then "Tower of Justice")
 15. 6FDK "Overflow" Parking site
 16. City of Benicia "official" evacuation location

CONCLUSIONS:

There is a need to reassess the criteria that SCFA's operational performance is measured by. Clearly, large liabilities like the existing pension liability can not be addressed when governed by short-term management agreements.

SCFA respectfully requests that serious efforts, by both parties, are begun to craft a long-term, mutually agreed upon management agreement.

ONGOING SCFA ACTIVITIES / EFFORTS

SCFA RESPONSE TO COVID-19 PANDEMIC

The safety and well-being of our community, our guests and our crew is SCFA's highest priority. SCFA's Board of Directors and its staff are committed to continuing to serve the community of Solano County, fulfill SCFA's fiduciary responsibilities, while continuing as stewards of the Solano County Fairgrounds.

In response to the COVID-19 pandemic SCFA has taken the following actions:

1. All salaried staff has taken a voluntary 25 percent reduction in pay.
2. SCFA cancelled or rescheduled events / activities that did not meet current COVID-19 prevention standards.
3. Suspended or reduced all advertising and marketing costs.
4. Eliminated or reduced all unnecessary maintenance or facility improvements projects.
5. Furloughed the majority of SCFA staff leaving only a basic "bare-bones" crew. Furloughed SCFA crew will continue to receive the same healthcare benefits while furloughed that they enjoyed while working.
6. Created a special webpage where SCFA employees can be updated as new information becomes available. Included on this new webpage are links to resources for COVID-19 impacted employees.
7. Remaining SCFA staff were actively involved in the planning of, and providing support for, the County's COVID-19 drive through testing site.
8. Remaining SCFA staff continue to monitor all new federal and state programs intended to support the small business community, local non-profits, their impacted employees, and the community they serve.
9. Postponed the 2020 Youth Ag Day
10. Pivoted to a Virtual 2020 Solano County Fair – One of the First in the Nation
11. Worked closely with Solano County Public Health officials to develop a SCFA COVID-19 Reopening Plan including the SCFA Board taking action to approve the new policies.
12. Solano County Race Place - first northern California satellite wagering facility to gain approval to reopen

PLANNING FOR A SLOW RECOVERY FROM THE COVID-19 PANDEMIC

It has become increasingly clear that the COVID-19 pandemic will be with us for an extended time. In response, SCFA has modified its business model to adapt to doing business in a COVID-19 world. Some of the immediate changes that SCFA has already implemented:

1. Prepare, review, and update 6 Month Revenue / Cost Projection – reflecting changing reduced revenue stream and minimum expenses.
2. New Events Opportunities – Move to capture new revenue streams created or revealed by pandemic
3. Adapting Old Events to COVID-19 Standards – Explore opportunities with existing event partnerships to test adaptability of current event lineup.
4. Emphasis on SCFA independent funding stream. Pursue securing funding opportunities available to non-profits, small businesses, and other non-government entities.

SCFA'S EMERGENCY RESPONSE PREPARATIONS

SCFA continues to plan, train, and prepare to fill its responsibility as an Emergency Response resource for Solano County's communities. Current SCFA planning efforts include:

1. SCFA's continued participation in preparing for possible wildfire and other disaster response.
2. Providing emergency shelter for both humans and livestock may require more physical space during a pandemic because of social distancing requirements. The Solano County Fairgrounds provides large buildings and larger open spaces than most municipal facilities.

SCFA CONTINUED SUPPORT FOR OUR LOCAL COMMUNITIES

SCFA is mindful of the important role that the annual Solano County Fair, Youth Ag Day, and the many other events hosted at the fairgrounds play in the economic, social, and cultural life of our community.

1. SCFA is a strong economic engine for Solano County, our host city, and Solano communities in general
2. SCFA is committed to supporting and being a resource for ongoing Solano360 development efforts. That commitment specifically includes cooperation with Solano County officials to ensure that ongoing SCFA activities co-exist harmoniously with ongoing development requirements and demands.

2020 VIRTUAL SOLANO COUNTY FAIR

With most surrounding fairs cancelling many if not all their activities, the Solano County Fair Association Board of Directors decided that hosting a complete fair was of the utmost importance. When it became apparent that the COVID-19 pandemic would prevent a traditional fair format SCFA pivoted and went 100 percent virtual.

Countless volunteer hours combined with an incredible response from the community ensured that the 2020 virtual Solano County Fair would be a success. And what a success it was.

Adding to the significance of SCFA's virtual Fair efforts was that the 2020 virtual Solano County Fair was one of the first fairs **nation-wide** to go 100 percent virtual. Since the conclusion of the 2020 virtual Solano County Fair, SCFA Board and staff have been contacted by other state fairs as well as national organizers interested in replicating SCFA's virtual success.

SOLANO COUNTY

VIRTUAL FAIR & LIVESTOCK PROGRAM



FUN *from the* **HAY** *to the* **BAY!** **June 18-21**

27+ HOURS OF LIVE STREAMED BROADCAST

Shown via Restream on our Web Site, Facebook, Twitter and YouTube

4,997 VIEWS ~ 362 HOURS, 53 MINUTES OF WATCH TIME

*More Than 45 Entertainers, Community Contributors & Non-Profit Resources
Over \$11,000 Raised from 20+ Cash Donors, In-Kind Sponsors & Public Donations*

SCFAIR.COM

Users +19.7%
Sessions +24.8%
22% New Users
Avg. Time on Site =
25 minutes

FACEBOOK

Page Views +152%
Page Likes +70%
Post Reach = 19,772
Post Engagement
= 6,942
New Followers + 176%

TWITTER

3.6K Impressions
3.2% Engagement

YOUTUBE

Impressions, Views &
Watch Time +1,000%
40% Unique Views

YOUTH SOLANO LIVING

- 420 Judged Entries
- \$2,041 Paid in Premiums & Awards
- 5 Volunteers Contributing 24 Hours of Time

JUNIOR LIVESTOCK PROGRAM

- 86 Entries in the On-Site Livestock Show
- Awards Given to 22 Champions
- \$122,045 Gross Sales in the Virtual Livestock Auction
- Average Increase of \$339 per Lot Compared to 2019
- 27 Volunteers Contributing 441 Hours of Time
- \$11,000+ Raised from 30 Cash & In-Kind Donors

PRESENTING SPONSORS



CRAIG & CAROLE
PATERSON

SUPERVISOR
ERIN HANNIGAN

Enterprise Operating Activity - 2020

Revenue

Marriott (Oct - Sept)	\$134,087
Cell Tower sub lease (Nov - Oct)	\$7,807
Mattina (Quarterly)	\$69,484
Sprint (July - June)	\$17,990
AT&T (Monthly)	\$43,490
Six Flags (Annual)	\$479,052
E-Sign Lease adjustment	\$50,000
Utility fees reimb. (AT&T) - Leases	\$16,861

Total	\$818,771
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Expenses

Wages	\$114,629	
Maintenance (80 hrs / week)		\$82,181
Guest Safety (36 hrs / week)		\$32,448
Payroll Taxes	\$8,769	
Maintenance		\$6,287
Guest Safety		\$2,482
Workers Comp	\$7,222	
Maintenance		\$5,177
Guest Safety		\$2,044
Heath Insurance	\$19,534	
Maintenance		\$19,534
Guest Safety		\$0
PERS	\$28,418	
Maintenance		\$23,633
Guest Safety		\$4,785
Professional Services	\$775	
Maintenance		
Quality Source Testing - Fuel (2020)		\$488
Misc. Expenses		\$287
Supplies	\$18,100	
Maintenance		
Janitorial Supplies		\$1,500
Fuel Exp		\$10,400
Safety Supplies		\$1,500
General Supplies		\$3,000
Guest Safety		
Office Supplies		\$270
Safety Supplies		\$240
Fuel Exp		\$1,170
Uniform		\$20
Utilities	\$86,123	
Leases		
PG&E-Electric (AT&T)		\$16,861
Admin / Sheriff's Office		
Alarm System		\$948
Maintenance		
PG&E-Electric		\$40,380
PG&E-Gas		\$168
Water		\$18,706
Phone		\$1,140
Alarm System		\$888
Trash Disposal		\$5,400
Guest Safety		
Phone		\$1,632

Equipment Maintenance	\$40,400	
Maintenance		
Equipment Maintenance		\$10,800
Equipment Repair		\$26,000
Guest Safety		
Equipment Maintenance		\$2,000
Equipment Repair		\$1,600
Liability Insurance	\$130,632	
Maintenance		
Liability Insurance		\$129,076
Auto Insurance - Truck		\$1,556
Dues & Permits	\$56,120	
Leases		
Assessment District		\$55,848
Maintenance		
Commercial Modular Reg		\$33
Bay Area Air Quality Fuel Permit		\$239
Buildings & Grounds	\$23,000	
B&G Maintenance		
Maintenance		\$10,000
Guest Safety		\$250
Leases		\$2,500
B&G Repairs		
Maintenance		\$10,000
Guest Safety		\$250
Travel, Training, Seminars, Meals	\$500	
Maintenance		
Employee Training		\$250
Guest Safety		
Employee Training		\$250
Equipment Rental	\$4,000	
Maintenance		\$4,000
Equipment Not Capitalized	\$1,500	
Maintenance		
Small Equipment Purchases		\$1,000
Guest Safety		
Small Equipment Purchases		\$500
County Services	\$67,000	
Audit		\$34,000
Legal Services		\$28,000
Real Estate		\$5,000
Financial Services		
Interest Expense	\$10,308	
Leases		
Static Billboard		\$10,308
Depreciation & Amortization	\$122,607	
Enterprise Portion		\$122,607
Total Expenses		\$739,636
Capital Improvement		
Annual 6 Flags Parking Lot Improvement Payment		\$64,000
Funds Available for Fair Underwriting		\$15,135

SCFA Projected Cash Position 7/1/2020 - 1/31/2021

Assumes minimal offsite lease revenue, existing facility rental revenue, secure e-sign revenue, and track commissions at 25% of normal

As of 7-1-20	July	August	September	October	November	December	January 2021	
Projected Income								
Offsite Lease Revenue	\$4,598	\$4,598	\$4,598	\$4,598	\$4,598	\$4,598	\$4,598	AT&T + utilities
Onsite Lease Revenue	\$2,650	\$2,650	\$2,650	\$2,650	\$2,650	\$2,650	\$2,650	New Horizons, Gem & Mineral, Sheila
Interim Rentals	\$9,000	\$9,000	\$9,000	\$7,500	\$7,500	\$7,500	\$7,500	Michael's, ABC Tree Farm(July-Sept), Wilhelm (July-Dec), Terrell (July-Dec), BAMT
Esign	\$3,872	\$3,872	\$3,872	\$3,872	\$3,872	\$3,872	\$3,872	US Bloom, Napa Valley Casino
RP Admissions & ATM	closed	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	Admissions \$3000, ATM \$500
Track Commissions 25%	closed	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	ADW/Loc Fees 25%
Salary Reduction Contribution	\$2,568	\$2,568	\$3,853	\$2,568	\$2,568	\$2,568	\$2,568	Salary reductions
CSFA Insurance rebate	\$10,649	\$10,649	\$10,649	\$10,649	\$10,649	\$10,649		credit \$63,894.02
State Allocation	\$30,512							
Income Totals	\$63,849	\$46,837	\$48,121	\$45,337	\$45,337	\$45,337	\$34,688	
Projected Expenses								
Payroll, taxes, pension	\$60,496	\$57,504	\$84,216	\$56,324	\$56,324	\$56,865	\$56,865	
Health Insurance	\$7,306	\$7,306	\$7,306	\$7,306	\$7,306	\$7,306	\$7,306	
Utilities	\$15,660	\$15,660	\$15,660	\$14,660	\$14,660	\$14,660	\$14,660	PG&E, Water, Phone, Alarm, Trash
CSFA Insurance	\$15,496	\$15,496	\$15,496	\$15,496	\$15,496	\$15,496	\$15,496	Liab 9705 & WC 5791
Unemployment	\$15,000			\$15,000				
Maint, repairs, supplies, bank fees, etc.	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	Maint, repairs, supplies, bank fees, etc.
Expense Totals	\$118,959	\$100,967	\$127,679	\$113,787	\$98,787	\$99,327	\$99,327	
Income vs. Expense Over / Under	-\$55,109	-\$54,130	-\$79,558	-\$68,450	-\$53,450	-\$53,990	-\$64,639	
SCFA Cash Position	\$483,967.35	\$428,858	\$374,729	\$295,171	\$226,721	\$173,271	\$119,281	\$54,642
	July	August	September	October	November	December	January 2021	
Lease Receivables	\$618,904	\$18,663	\$18,663	\$18,663	\$18,663	\$18,663	\$18,663	\$730,881
If race place is closed payroll expense will be reduced by:								
		\$7,700	\$11,550	\$7,700	\$7,700	\$7,700	\$7,700	



Solano County

675 Texas Street
Fairfield, California 94533
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Agenda Submittal

Agenda #:	32	Status:	Regular Calendar
Type:	Report	Department:	Auditor-Controller
File #:	20-540	Contact:	Denny Cheuk, 784-3057
Agenda date:	07/28/2020	Final Action:	
Title:	Receive the Audit Report of the Solano County Fair for the years ended December 31, 2019 & 2018		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Solano County Fair - December 31, 2019 and 2018 Final Audit Report, B - Solano County Fair - December 31, 2019 and 2018 Management Letter		

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

Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

The Auditor-Controller's Office (ACO) recommends the Board of Supervisors receive the Audit Report of the Solano County Fair for the years ended December 31, 2019 & 2018.

SUMMARY AND DISCUSSION:

The Solano County Fair (Fair) serves all citizens of Solano County and is managed by the Solano County Fair Association (Association). The Association 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 Fair is governed by the Solano County Board of Supervisors via an appointed Fair Association Board of Directors.

The activities of the Fair 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.

In accordance with the Memorandum of Understanding between the Association and the County, the Internal Audit Division performed the audit of the Fair for the calendar years ended December 31, 2019 & 2018. The audit was conducted in accordance with auditing standards generally accepted in the United States of America. Those standards require that the Internal Audit Division plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

Based on the audit, the Internal Audit Division issued an unmodified opinion ("clean" opinion) on the financial statements as of and for the years ended December 31, 2019 & 2018 and is included as Attachment A. An unmodified opinion indicates the financial statements are presented fairly in accordance with accounting

principles generally accepted in the United States of America.

In addition, the Internal Audit Division issued a Management Letter based on observations during the audit and is included as Attachment B.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2020/21 Preliminary Budget.

ALTERNATIVES:

The Board of Supervisors 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 has reviewed and accepted the report on July 21, 2020. The County Administrator Office has reviewed the report.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

County of Solano
Office of the Auditor-Controller



SOLANO COUNTY FAIR
(A Component Unit of Solano County)

Independent Auditor's Report and Financial Statements
For the years ended December 31, 2019 and 2018

Auditor-Controller: Phyllis Taynton, CPA
Deputy Auditor-Controller: Denny Cheuk, CPA

**Solano County Fair
(A Component Unit of Solano County)**

For the years ended December 31, 2019 & 2018

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Solano County Fair
(A Component Unit of Solano County)
For the years ended December 31, 2019 & 2018

Board of Directors *

Carole Paterson, President

Kathleen Marianno, Vice President

Manuel Angel, Treasurer

Kari Birdseye

Norma Placido

Lee Williams

Mike Coakley

Valerie Willams

* As of report issuance date

Administration:

Mike Ioakimedes, Executive Director & Chief Executive Officer

Stephen Hales, Operations Manager

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OFFICE OF THE AUDITOR-CONTROLLER

PHYLLIS TAYNTON, CPA
Auditor-Controller

SHEILA TURGO
Assistant Auditor-Controller



SOLANO COUNTY

675 Texas Street, Suite 2800
Fairfield, CA 94533-6338
(707) 784-6280
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www.solanocounty.com

INDEPENDENT AUDITORS' REPORT

Board of Directors
Solano County Fair Association
900 Fairgrounds Drive
Vallejo, CA 94589

We have audited the accompanying financial statements of the business-type activities of the Solano County Fair (Fair), a component unit of the County of Solano, as of and for the years ended December 31, 2019 & 2018, and the related notes to the financial statements, which collectively comprise the Fair's basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements 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 financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error or fraud. In making those risk assessments, the auditor considers internal control relevant to the Fair's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Fair's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities of the Solano County Fair as of December 31, 2019 & 2018, and the respective changes in financial position and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

Substantial Doubt about the Fair's Ability to Continue as a Going Concern

The accompanying financial statements have been prepared assuming that the Fair, will continue as a going concern. As discussed in Note IV. D. to the financial statements, the Fair experiences continued increase in the net position deficit. Management's evaluation of the events and conditions and management's plans regarding those matters also are described in Note IV. D. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

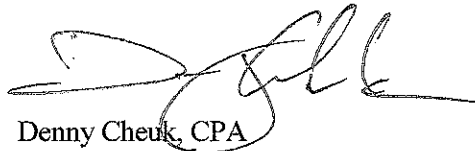
Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

In connection with the audit contained herein, there are certain independence disclosures necessary pursuant to *Generally Accepted Auditing Standards*. As required by various statutes in the California Government Code, County Auditor-Controllers are mandated to perform certain accounting, auditing, and financial reporting functions. These activities may impair an auditor's independence. Although the Auditor-Controller is statutorily obligated to maintain accounts of departments, districts, or funds within the County treasury, we believe the following safeguards and divisions of responsibility exists:

- The Internal Audit Division has the responsibility to perform audits and has no other responsibility for the accounts and records being audited including the approval or posting of financial transactions that would preclude the user of this report from relying on the information contained therein.
- In addition, the Auditor-Controller is an independent elected official and does not engage in management decisions on behalf of the audited entity.

As discussed in Note I, the financial statements present only the Solano County Fair and do not purport to, and do not present fairly the financial position of the County of Solano, as of December 31, 2019 and 2018, the changes in its financial position, or, where applicable, its cash flows for the years then ended in accordance accounting principles generally accepted in the United States of America.

A handwritten signature in black ink, appearing to read 'D. Cheuk', written over the printed name.

Denny Cheuk, CPA
Deputy Auditor-Controller
Fairfield, California
July 17, 2020

Solano County Fair

Management's Discussion and Analysis

As management of the Solano County Fair (Fair), we offer readers of the Fair's financial statements this narrative overview and analysis of the financial activities of the Fair for the years ended December 31, 2019 & 2018. We encourage readers to consider the information presented here in conjunction with additional information in our financial statements.

Financial Highlights

- The net position of the Fair was a deficit balance of \$1,634,314 for calendar year 2019. The Fair's net position at December 31, 2019 is comprised of the following components:

Net invested in capital assets	\$ 248,173
Restricted net position:	
Junior Livestock Auction	24,580
Parking Lot Improvements	9,834
Unrestricted net position	
Capital Improvement Projects	39,203
Youth Ag Day	10,575
Racing Facilities	8,775
Fair Hands Program	34,144
Net position (deficit)	(2,009,598)
Total net position (deficit)	<u>\$ (1,634,314)</u>

- The net position of the Fair was a deficit balance of \$1,424,029 for calendar year 2018. The Fair's net position at December 31, 2018 is comprised of the following components:

Net invested in capital assets	\$ 325,961
Restricted net position:	
Junior Livestock Auction	15,194
Parking Lot Improvements	9,834
Unrestricted net position	
Capital Improvement Projects	39,203
Youth Ag Day	8,848
Racing Facilities	8,775
Fair Hands Program	34,144
Net position (deficit)	(1,865,988)
Total net position (deficit)	<u>\$ (1,424,029)</u>

- The Fair had a change in net position of \$285,780 and \$370,570 before depreciation, pension and OPEB expense in calendar years 2019 and 2018, respectively. The total net position decreased by \$210,285 and \$35,527 as a result of calendar year 2019 and 2018 operations, respectively.

	<u>2019</u>	<u>2018</u>
Change in net position:	(210,285)	(35,527)
Less non-cash items:		
Depreciation expense	178,538	213,207
Pension and OPEB expense	317,527	192,890
Change in net position, less non-cash items:	<u>285,780</u>	<u>370,570</u>

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Fair's financial statements. The financial statements are designed to provide readers with a broad overview of the Fair's financial position as of the end of the calendar years 2019 and 2018.

The statement of net position presents information on the Fair's assets/deferred outflows of resources and liabilities/deferred inflows of resources with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Fair is improving or deteriorating.

The statement of revenues, expenses, and change in net position presents information showing how the Fair's net position changed during calendar years 2019 and 2018. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future periods.

The statement of cash flows provides information about the sources of cash and cash equivalents (i.e., cash receipts) and the uses of cash and cash equivalents (i.e., cash disbursements). The statement of cash flows reconciles the cash and cash equivalents amount presented on the beginning statement of net position to the cash and cash equivalents amount presented on the ending statement of net position (i.e., the change in cash for the period). The cash concept is used because creditors and other interested parties need information about the entity's available cash and cash needs (i.e., ability to pay obligations, etc.).

The financial statements can be found on pages 12-14 of this report.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the financial statements. The notes to the financial statements can be found on pages 15-24 of this report.

Financial Analysis of the Fair

As noted earlier, net position may serve over time as a useful indicator of an entity's financial condition. In the case of the Fair, assets/deferred outflows of resources were less than liabilities/deferred inflows of resources by \$1,634,314 and \$1,424,029 at December 31, 2019 and 2018, respectively.

Solano County Fair's Net Position

	2019	2018
Assets:		
Current assets	\$ 613,260	\$ 560,193
Noncurrent assets	441,027	619,566
Total assets	<u>1,054,287</u>	<u>1,179,759</u>
Deferred Outflows of Resources:		
Deferred outflows related to pensions	<u>153,935</u>	<u>198,474</u>
Liabilities:		
Current liabilities	574,134	496,427
Noncurrent liabilities	2,226,596	2,260,334
Total liabilities	<u>2,800,730</u>	<u>2,756,761</u>
Deferred Inflows of Resources:		
Deferred inflows related to pensions	<u>41,806</u>	<u>45,501</u>
Net Position:		
Invested in capital assets, net	248,173	325,961
Restricted for:		
Junior Livestock Auction	24,580	15,194
Parking lot improvements	9,834	9,834
Unrestricted	<u>(1,916,901)</u>	<u>(1,775,018)</u>
Total net position	<u>\$ (1,634,314)</u>	<u>\$ (1,424,029)</u>

The Fair's net investment in capital assets totaled \$248,173, or approximately 15% of the Fair's net position at December 31, 2019. The Fair's net investment in capital assets totaled \$325,961, or approximately 23% of the Fair's net position at December 31, 2018. The investment in capital assets is composed of land, structures and improvements and equipment, less any related outstanding debt used to acquire those assets. The Fair uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the Fair's investment in its capital assets is reported net of related debt, it should be noted the resources needed to repay this debt, if any, must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the Fair's net position is controlled by external or other restrictions and totals \$34,414 and \$25,028 or approximately 2% of total net position at December 31, 2019 and December 31, 2018, respectively. These amounts represent resources subject to restrictions on how they may be used based on contractual agreements (parking lot improvements) and by State law (junior livestock auction). The remaining balance of unrestricted net position is a net deficit amount totaling \$1,916,901 and \$1,775,018 or approximately 117% and 125% of total net position at December 31, 2019 and December 31, 2018, respectively. The total unrestricted net position is comprised of the amounts designated for the net pension liability, pension obligation bonds, the Other Post-Employment Benefits (OPEB) liability, and capital improvement projects, racing facilities, and the Fair Hands Program.

The key elements in the significant changes in current/non-current assets/deferred outflows of resources and current/non-current liabilities/deferred inflows of resources are as follows:

Current assets: Current assets increased by \$53,067 or approximately 9% from December 31, 2018 to 2019. The increase is due to a greater amount of accounts receivable. Current assets increased by \$99,686 or approximately 22% from December 31, 2017 to 2018. The increase is due to a greater amount of cash on hand.

Non-current assets: Non-current assets decreased by \$178,539 or approximately 29% from December 31, 2018 to 2019 and by \$213,207 or approximately 26% from December 31, 2017 to 2018. The net decrease is due to the disposal of a number of fully depreciated capital assets (such as portions of the grandstands, jockey quarters, livestock buildings, etc.) that are no longer in service.

Deferred outflows of resources: Deferred outflows of resources decreased by \$44,539 or approximately 22% from December 31, 2018 to 2019 and by \$244,607 or approximately 55% from December 31, 2017 to 2018. The decrease is attributable to a number of factors, including employer contributions to the pension plan applicable to a future accounting period, amortization and other adjustments as provided in the CalPERS GASB 68 Accounting Valuation Report.

Current liabilities: Current liabilities increased by \$77,707 or approximately 16% from December 31, 2018 to 2019 and by \$37,854 or approximately 8% from December 31, 2017 to 2018. This is primarily attributed to increases in guaranteed deposits which is comprised of monies received to secure facility rentals for future use and the current portion of the long-term debt related to the pension obligation bonds.

Non-current liabilities: Non-current liabilities decreased by \$33,738 or approximately 1% from December 31, 2018 to 2019 and by \$218,253 or approximately 9% from December 31, 2017 to 2018. The decrease is primarily attributed to the Net Pension Liability which recognizes the Fair's allocated portion of the County's Net Pension Liability for its defined benefit miscellaneous pension plan.

Deferred inflows of resources: Deferred inflows of resources decreased by \$3,695 or approximately .8% from December 31, 2018 to 2019 and by \$142,202 or approximately 76% from December 31, 2017 to 2018. The decrease is attributable to a number of factors, including current year changes in the net pension liability and related amortization as provided in the CalPERS GASB 68 Accounting Valuation Report.

Based on the Fair's 2019 and 2018 operating activities net position decreased by \$210,285 and \$35,527, respectively.

Solano County Fair' Change in Net Position

	<u>2019</u>	<u>2018</u>
Operating Revenues:		
Charges for services	\$ 3,093,825	\$ 2,897,623
Operating Expenses:		
Personnel services	1,285,156	1,208,561
Professional/contracted services	369,475	384,716
Services and supplies	1,215,461	993,460
Pension and OPEB expense	317,527	192,890
Depreciation and amortization expense	178,538	213,207
Total operating expenses	<u>3,366,157</u>	<u>2,992,834</u>
Operating loss	<u>(272,332)</u>	<u>(95,211)</u>
Non-operating revenues (expenses):		
State apportionment	32,487	32,787
Contributions: County (.33 funds)	37,994	40,580
Interest revenue	4,815	1,288
Interest expense	(13,249)	(15,971)
Gain on sale of capital asset	-	1,000
Total non-operating revenues (expenses)	<u>62,047</u>	<u>59,684</u>
Change in net position	(210,285)	(35,527)
Net position - beginning	<u>(1,424,029)</u>	<u>(1,388,502)</u>
Net position - ending	<u><u>\$ (1,634,314)</u></u>	<u><u>\$ (1,424,029)</u></u>

The key elements in the significant changes in net position are as follows:

Revenues totaled \$3,169,121, representing \$3,093,825 in operating revenues and \$75,296 in non-operating revenues in 2019 and revenues totaled \$2,973,278, representing \$2,897,623 in operating revenues and \$75,655 in non-operating revenues in 2018. This increase is primarily due to the following:

- Facility rental revenue increased by \$143,038 in 2019 and \$416,054 in 2018 due primarily to the annual rate adjustments based on the Consumer Price Index (CPI) and contractual terms of existing lease agreements.

- Junior livestock auction revenues increased by \$10,565 in 2019 due to more participants (bidders) in the annual event held during the fair. Payments received from bidders are passed along to the respective owners/sellers (youth) and the fair retains a small fee to defray event costs.

Expenses totaled \$3,366,157 in 2019 and \$2,992,834 in 2018. The majority of expenses for 2019 increased in the employee services category by \$76,595 as a result of replacing the guest safety position from a contractor to an employee as well as wage adjustments due to the increase in minimum wage. Other expense categories reflecting increases in 2019 include services and supplies by \$222,001 and pension expense by \$175,206 (resulting from annual adjustments to the net pension liability).

Capital Asset and Debt Administration

Capital assets. The Fair's investment in capital assets as of December 31, 2019 & 2018 totaled \$248,173 and \$325,961, respectively, (net of accumulated depreciation and related debt). This investment in capital assets includes land, buildings and improvements, and equipment.

Additional information on the Fair's capital assets can be found in Note III-A of this report.

Long-term debt. At December 31, 2019 & 2018 the Fair had \$2,226,596 and \$2,260,334, respectively, of long-term debt composed of net pension liability, notes payable (pension obligation bonds), lease payable (electronic signboard, overflow parking project), compensated absences and OPEB payable (other postemployment benefits).

For more information, see Notes III- B and C of this report.

Economic Factors and Next Year's Operating Activities

SCFA embarks on an ambitious strategic planning process, focusing on strengthening organizational core values while increasing operational efficiencies. The Fairgrounds itself saw the long-awaited beginning of the redevelopment of the southern portion of the grounds. The old live horse racing facilities, including the horse racing grandstand, were removed to prepare the site for the highly anticipated Solano 360 future development. The 2020 annual Solano County Fair moved to a virtual setting due to the coronavirus pandemic.

Moving forward, SCFA's core organizational priority will be to continue to successfully serve as a valuable asset for both the County and the community, whether in times of celebration or emergency support.

Requests for Information

This financial report is designed to provide a general overview of the Solano County Fair's finances for all those interested. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Solano County Fair Association, 900 Fairgrounds Drive, Vallejo, CA 94589-4003.

Solano County Fair
(A Component Unit of Solano County)
Statement of Net Position
December 31, 2019 & 2018

	<u>2019</u>	<u>2018</u>
Assets		
Current assets		
Cash in bank	\$ 211,538	\$ 184,408
Cash in county treasury	221,044	260,794
Cash on hand	28,840	1,000
Due from lessees	58,765	55,388
Accounts receivable	87,183	55,816
Prepaid expenses	395	1,460
Inventory	5,495	1,327
Total current assets	<u>613,260</u>	<u>560,193</u>
Noncurrent assets		
Capital assets		
Land	167,085	167,085
Buildings and improvements	9,792,687	9,792,687
Equipment	395,047	395,047
Intangible assets	6,000	6,000
Less accumulated depreciation	<u>(9,919,792)</u>	<u>(9,741,253)</u>
Capital assets, net	<u>441,027</u>	<u>619,566</u>
Total assets	<u>1,054,287</u>	<u>1,179,759</u>
Deferred Outflows of Resources		
Deferred outflows related to pensions	<u>153,935</u>	<u>198,474</u>
Liabilities		
Current liabilities		
Accounts payable	78,002	63,958
Payroll payable	62,292	67,442
Guaranteed deposits	25,400	20,970
Unearned revenue	2,697	697
Current portion of long-term obligations	405,743	343,360
Total current liabilities	<u>574,134</u>	<u>496,427</u>
Noncurrent liabilities		
Compensated absences payable	65,736	54,560
Lease payable	89,162	128,854
Parking lease	-	64,000
Net OPEB liability	99,730	128,050
Net Pension Liability	1,539,065	1,392,524
Payable to Solano County:		
Pension obligation bonds	432,903	492,346
Total noncurrent liabilities	<u>2,226,596</u>	<u>2,260,334</u>
Total liabilities	<u>2,800,730</u>	<u>2,756,761</u>
Deferred Inflows of Resources		
Deferred inflows related to pensions	<u>41,806</u>	<u>45,501</u>
Net Position		
Invested in capital assets	248,173	325,961
Restricted for Junior Livestock Auction	24,580	15,194
Restricted for Parking Lot Improvements	9,834	9,834
Unrestricted	<u>(1,916,901)</u>	<u>(1,775,018)</u>
Total net position	<u>\$ (1,634,314)</u>	<u>\$ (1,424,029)</u>

The notes to the financial statement are an integral part of this statement.

Solano County Fair
(A Component Unit of Solano County)
Comparative Statement of Revenues, Expenses, and Changes in Net Position
For the years ended December 31, 2019 & 2018

	<u>2019</u>	<u>2018</u>
Operating Revenues		
Fairtime parking /RV space rental	\$ 113,919	\$ 5,100
Fairtime carnival/concessions	76,164	7,018
Fairtime commercial space	14,055	-
Fair entry fees	9,040	9,181
Junior livestock auction	183,033	143,109
Facility rental	1,153,577	1,217,414
Horse racing - satellite	568,089	577,872
Leases	825,947	793,619
Electronic sign	88,146	103,440
Sponsorship	56,614	39,022
Miscellaneous	5,241	1,848
Total operating revenues	<u>3,093,825</u>	<u>2,897,623</u>
Operating Expenses		
Employee services	1,285,156	1,208,561
Pension and OPEB expense	317,527	192,890
Professional/contracted services	369,475	384,716
Supplies & expenses	73,973	60,584
Utilities	314,041	281,319
Liability insurance	120,784	112,037
Dues, permits & assessments	57,320	43,492
Advertising / promotion / publications	38,758	32,037
Travel & training	27,711	22,404
Director's expense	-	7,484
Equipment rental	124,489	71,645
Fairtime entertainment	6,450	1,500
Premium awards	28,717	29,381
Bank charges and credit card fees	11,451	9,936
Equipment (not capitalized)	17,548	7,532
Junior livestock auction	173,465	139,593
Maintenance & operations	156,666	111,377
Landscape maintenance assessment	27,924	55,035
Miscellaneous	36,164	8,104
Depreciation	178,538	213,207
Total operating expenses	<u>3,366,157</u>	<u>2,992,834</u>
Operating loss	<u>(272,332)</u>	<u>(95,211)</u>
Nonoperating revenues (expenses)		
State apportionment	32,487	32,787
Contributions: County (.33 funds)	37,994	40,580
Interest revenue	4,815	1,288
Interest expense	(13,249)	(15,971)
Gain on sale of capital asset	-	1,000
Total nonoperating revenue (expenses)	<u>62,047</u>	<u>59,684</u>
Change in net position	<u>(210,285)</u>	<u>(35,527)</u>
Net position - beginning	<u>(1,424,029)</u>	<u>(1,388,502)</u>
Net position - ending	<u>\$ (1,634,314)</u>	<u>\$ (1,424,029)</u>

The notes to the financial statements are an integral part of this statement.

Solano County Fair
(A Component Unit of Solano County)
Comparative Statement of Cash Flows
For the years ended December 31, 2019 & 2018

	<u>2019</u>	<u>2018</u>
Cash flows from operating activities		
Cash received from customers	\$ 3,149,658	\$ 3,053,304
Cash paid to suppliers	(1,573,995)	\$ (1,373,307)
Cash paid to employees	(1,521,739)	\$ (1,385,121)
Net cash provided by operating activities	<u>53,924</u>	<u>\$ 294,875</u>
Cash flows from noncapital financing activities		
Cash received from subsidies or grants	<u>70,481</u>	<u>73,367</u>
Net cash provided from noncapital financing activities	<u>70,481</u>	<u>73,367</u>
Cash flows from capital and related financing activities		
Principal payments on long-term obligations	(100,751)	(98,029)
Interest payment on long-term obligations	(13,249)	(15,971)
Net cash used by capital and related financing activities	<u>(114,000)</u>	<u>(114,000)</u>
Cash flows from investing activities		
Interest received	<u>4,815</u>	<u>1,288</u>
Net cash provided from investing activities	<u>4,815</u>	<u>1,288</u>
Net increase in cash	15,220	255,531
Cash, January 1	<u>446,202</u>	<u>190,671</u>
Cash, December 31	<u><u>\$ 461,422</u></u>	<u><u>\$ 446,202</u></u>
Reconciliation of operating income to net cash provided (used) from operating activities		
Operating loss	\$ (210,285)	\$ (35,527)
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities:		
Gain on sale of capital assets	-	(1,000)
Non-operating expense	13,249	15,971
Depreciation expense	178,538	213,207
Pension and OPEB expense	83,769	(33,328)
Changes in assets and liabilities:		
(Increase)/decrease in due from lessees	(3,377)	(3,262)
(Increase)/decrease in accounts receivable	(31,367)	154,051
(Increase)/decrease in prepaid expenses	1,065	5,251
(Increase)/decrease in inventory	(4,168)	(195)
Increase/(decrease) in accounts payable	14,044	(187)
Increase/(decrease) in payroll taxes payable	(5,150)	15,543
Increase/(decrease) in compensated absences	11,176	(2,459)
Increase/(decrease) in guaranteed deposits	4,430	(31,589)
Increase/(decrease) in unearned revenue	2,000	(1,600)
Total adjustments	<u>264,209</u>	<u>330,403</u>
Net cash (used) by operating activities	<u><u>\$ 53,924</u></u>	<u><u>\$ 294,876</u></u>

The notes to the financial statements are an integral part of this statement.

Solano County Fair
(A Component Unit of Solano County)
Notes to the Financial Statements
For the years ended December 31, 2019 & 2018

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The Solano County Fair (Fair) is a discretely presented component unit in the County's basic financial statements. The Fair is governed by the Solano County Fair Association (Fair Association) whose members are appointed by the County's Board of Supervisors (the Board). 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 Fair Association has been providing educational, cultural, artistic, commercial and recreational programs to the residents of Solano County for over 65 years. The mission of the Fair Association 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."

The activities of the Fair are accounted for as 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. However, the function and activities of the Fair are not an integral part of the County. The Fair operates under a contract with the County as a self-supporting entity.

B. Measurement Focus, Basis of Accounting and Basis of Presentation

The accounts of the Fair are organized and operated on the basis of funds. A fund is an independent fiscal and accounting entity with a self-balancing set of accounts. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions. The minimum number of funds is maintained consistent with legal and managerial requirements. The activities of the Fair are accounted for in an enterprise fund, a proprietary fund type.

A proprietary fund type accounts for business type activity and accounting is similar to commercial accounting. Proprietary funds use the full accrual basis of accounting and should be reported using the economic resources measurement focus. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. In addition, both long-term assets and liabilities are reported on the statement of net position of proprietary fund types.

Enterprise funds, as a proprietary fund type, are used to account for the acquisition and operation of governmental facilities and services that are intended to be primarily self-supported by which the majority of costs are financed or recovered through user charges or where the governing body has decided that the determination of revenues earned, costs incurred, and/or net income is necessary for management accountability.

C. Assets, Liabilities and Net Position

1. Cash and Equivalents

The Fair's cash is considered to be demand deposits with other financial institutions (WestAmerica Bank), cash in the County Treasury, and cash on hand. As of December 31, 2019 and 2018, the carrying amount of the Fair's consolidated cash accounts totaled \$461,422 and \$446,202, respectively. The bank account balances are covered by federal depository insurance (up to \$250,000) and any amount above that is collateralized by securities held by the pledging institution in the Fair's name, as required by California Government Code § 53652.

The Fair's cash maintained in the Solano County Treasury is pooled with the County and various other depositors. The Fair's ability to withdraw large sums of cash from the County Treasury may be subject to certain restrictions set by the County Treasurer. The County's pooled cash and investments are invested pursuant to investment policy guidelines established by the County Treasurer and approved by the County Board of Supervisors. The objectives of the policy are (in order of priority): legality, preservation of capital, liquidity, and yield. The policy addresses the soundness of financial institutions in which the County will deposit funds, types of investment instruments as permitted by the California Government Code, and the percentage of the portfolio which may be invested in certain instruments with longer terms of maturity. A detailed breakdown of cash and investments and a categorization of risk factors are presented in the County of Solano Comprehensive Annual Financial Report.

2. Due from Lessees

Due from lessees represents amounts due for the use of fairgrounds property as a result of long-term lease agreements.

3. Accounts Receivable

Accounts receivable represents amounts due to the Fair per contractual terms of various agreements (e.g. facility rentals) as well as the percentage of handles from racing commissions received for horse race wagering conducted at other (offsite) racetrack locations.

4. Prepaid Expenses

Prepaid expenses represent payments to vendors for costs applicable to future accounting periods.

5. Capital Assets

Capital assets, which include land, buildings and improvements, and equipment, are recorded at historical cost. Capital assets are defined by the Fair as assets with an initial cost of more than \$1,500 and an estimated useful life in excess of three years. Donated capital assets are valued at their fair value on the date of donation.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extends assets' lives are not capitalized.

The Fair uses the straight-line method of depreciating assets over the following estimated useful life:

<u>Assets</u>	<u>Years</u>
Buildings	30
Building improvements	20
Vehicles	5
Office equipment	3
Computer equipment	3

6. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. As of December 31, 2019, the Fair has one item reportable on the Statement of Net Position related to pensions resulting from employer contributions applicable to a future accounting period.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Fair has one item reportable on the Statement of Net Position related to pensions resulting from current year changes to the net pension liability.

7. Accounts Payable

Accounts payable represents the amounts owed for goods and/or services received.

8. Payroll Payable

Payroll payable represents wages and payroll tax expenses incurred but not paid as of year-end.

9. Guaranteed Deposits

The Fair recognizes the monies received to secure the future use of fairground services for interim events as guaranteed deposits.

10. Unearned Revenue

Unearned revenue represents amounts received for services not yet rendered and, therefore, unearned.

11. Compensated Absences

It is the Fair's policy to permit qualified employees to accumulate earned but unused vacation benefits. Accrued vacation is paid at the date of termination from Fair employment at the employees' current pay rate. All leave balances are accrued when earned in the Fair's proprietary fund financial statements.

12. Long-term Obligations

Long-term debt obligations consist of: 1) principal and interest for the Fair's portion of the two series of pension obligation bonds issued by Solano County for prepayment of the County's Unfunded Accrued Actuarial Liability (UAAL); 2) the lease payable incurred in the acquisition of an electronic signboard; 3) the Overflow Parking Lease Obligation with Six Flags Discovery Kingdom; 4) the net OPEB liability for the unfunded annual required contribution and 5) the Fair's portion of the County's net pension liability of the Miscellaneous Plan. The long-term debt obligations are reported as liabilities in the Statement of Net Position.

13. Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the County of Solano's California Public Employees Retirement System (CalPERS) Plans and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

14. Net Position

Net position is categorized as net invested in capital assets, restricted and unrestricted.

- *Net invested in capital assets* – This category groups all capital assets into one component of net position. Accumulated depreciation and the outstanding balances of debt, attributable to the acquisition, construction or improvement of these assets, reduces the balance in this category.
- *Restricted Net Position* – This category represents external restrictions imposed by grantors, creditors, contributors and laws or regulations of other governments, and the restrictions imposed by law through enabling legislation for the implementation of various programs.
- *Unrestricted* – This category represents net position of the Fair not restricted for any project or other purpose.

15. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

II. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budgetary Information

Annual budgets are prepared and adopted in accordance with guidelines established by the State of California Department of Food and Agriculture. The budget is presented in a public meeting, adopted by both the Fair Board and the Solano County Board of Supervisors. However, generally accepted accounting principles (GAAP) do not require proprietary funds to prepare or adopt a budget.

III. DETAILED NOTES

A. *Capital Assets*

Capital assets activity for the year ended December 31, 2019 was as follows:

	Beginning Balance	Additions	Deletions	Ending Balance
Capital assets, not being depreciated:				
Land	\$ 167,085	\$ -	\$ -	\$ 167,085
Capital assets being depreciated:				
Buildings and improvements	9,792,687	-	-	9,792,687
Equipment	395,047	-	-	395,047
Intangible assets	6,000	-	-	6,000
Total capital assets, being depreciated	10,193,734	-	-	10,193,734
Less accumulated depreciation for:				
Buildings and improvements	(9,145,482)	(206,931)	-	(9,352,413)
Equipment	(382,164)	(5,880)	-	(388,044)
Intangible assets	(400)	(396)	-	(796)
Total accumulated depreciation	(9,528,046)	(213,207)	-	(9,741,253)
Total capital assets, being depreciated, net	665,688	(213,207)	-	452,481
Capital assets, net	\$ 832,773	\$ (213,207)	\$ -	\$ 619,566

Capital assets activity for the year ended December 31, 2018 was as follows:

	Beginning Balance	Additions	Deletions	Ending Balance
Capital assets, not being depreciated:				
Land	\$ 167,085	\$ -	\$ -	\$ 167,085
Capital assets being depreciated:				
Buildings and improvements	9,792,687	-	-	9,792,687
Equipment	395,047	-	-	395,047
Intangible assets	6,000	-	-	6,000
Total capital assets, being depreciated	10,193,734	-	-	10,193,734
Less accumulated depreciation for:				
Buildings and improvements	(9,352,413)	(174,991)	-	(9,527,404)
Equipment	(388,044)	(3,152)	-	(391,196)
Intangible assets	(796)	(396)	-	(1,192)
Total accumulated depreciation	(9,741,253)	(178,539)	-	(9,919,792)
Total capital assets, being depreciated, net	452,481	(178,539)	-	273,942
Capital assets, net	\$ 619,566	\$ (178,539)	\$ -	\$ 441,027

B. *Capital Lease*

In May 2003 the Fair entered into a lease agreement to acquire an electronic signboard. The lease agreement qualifies as a capital lease for accounting purposes and, therefore, has been recorded at present value of the future minimum lease payments as of the inception date.

The asset acquired through the capital lease is as follows:

	2019	2018
Electronic Signboard	\$ 530,180	\$ 530,180
Less: Accumulated depreciation	(426,352)	(399,843)
Total	\$ 103,828	\$ 130,337

The future minimum lease obligations and the net present value of these minimum lease payments as of December 31, 2019 were as follows:

Year ending December 31	
2020	\$ 50,000
2021	50,000
2022	50,000
Minimum lease commitments	150,000
Less: amount representing interest	(21,145)
Present value of capital lease obligation	128,855
Less: current portion	(39,692)
Long-term portion	<u>\$ 89,163</u>

C. Long-Term Debt

1. Pension Obligation Bonds

The County issued Series 2004 Pension Obligation Bonds (POBs) in the amount of \$96,665,000 and Series 2005 POBs in the amount of \$42,385,000, both over a twenty-year term to provide funds to prepay its obligations under the contract with CalPERS for the County's Unfunded Accrued Actuarial Liability (UAAL) as of June 30, 2002 and June 30, 2004, respectively, for both the Safety and Miscellaneous Plans. The Fair participates in the Miscellaneous Plan of Solano County. The Fair's percentage of the amount borrowed was determined to be 0.6307% or \$609,666 for the Series 2004 and 0.4887% or \$207,147 for the Series 2005. Each pay period, the Fair remits to the County its share of the POB liability by applying the POB rate as determined by the County's Pension Advisory Committee to their PERS wages.

For any interest and principal payments made by the County, the Fair's annual obligation is 0.6307% and 0.4887%, respectively. The County's Pension Advisory Committee reviews the POB payment rates each year based on the annual principal and interest requirements.

Annual debt service requirements for the pension obligation bonds per the debt service agreements are as follows:

Series 2004			Series 2005		
Year ended December 31,	Principal	Interest	Year ended December 31,	Principal	Interest
2020	\$ 51,402	\$ 14,906	2020	\$ 14,661	\$ 6,106
2021	57,078	12,098	2021	16,298	5,333
2022	63,385	9,035	2022	17,984	4,460
2023	69,850	5,657	2023	19,794	3,497
2024	76,945	1,934	2024	21,700	2,437
2025	-	-	2025	23,801	1,275
	<u>\$ 318,661</u>	<u>\$ 43,631</u>		<u>\$ 114,238</u>	<u>\$ 23,108</u>

2. Changes in long-term liabilities

Long-term liability activity for the year ended December 31, 2019 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Pension obligation bonds:					
Series 2004	\$ 554,897	\$ -	\$ -	\$ 554,897	\$ 236,236
Series 2005	180,058	-	-	180,057	65,815
Total pension obligation bonds	734,955	-	-	734,954	302,051
Capital lease	165,605	-	(36,751)	128,854	39,692
Parking lease	128,000	-	(64,000)	64,000	64,000
Compensated absences	54,560	11,176	-	65,736	-
Net pension liability	1,543,319	-	-	1,543,319	-
Net OPEB liability	151,451	-	-	151,451	-
Total Long-term liabilities	<u>\$ 2,777,890</u>	<u>\$ 11,176</u>	<u>\$ (100,751)</u>	<u>\$ 2,688,314</u>	<u>\$ 405,743</u>

Long-term liability activity for the year ended December 31, 2018 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Pension obligation bonds:					
Series 2004	\$ 554,897	\$ -	\$ -	\$ 554,897	\$ 190,037
Series 2005	180,058	-	-	180,058	52,572
Total pension obligation bonds	734,955	-	-	734,955	242,609
Capital lease	199,634	-	(34,029)	165,605	36,751
Parking lease	192,000	-	(64,000)	128,000	64,000
Compensated absences	69,086	-	(14,526)	54,560	-
Net pension liability	1,455,961	87,358	-	1,543,319	-
Net OPEB liability	126,691	24,760	-	151,451	-
Total Long-term liabilities	<u>\$ 2,778,327</u>	<u>\$ 112,118</u>	<u>\$ (112,555)</u>	<u>\$ 2,777,890</u>	<u>\$ 343,360</u>

IV. OTHER INFORMATION

A. Risk Management

The Fair is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. As permitted by Government Code Section 6516, the County of Solano joined in June 2004 the California Fair Services Authority (CFSA), joint powers agency, on behalf of the Solano County Fair Association, a non-profit corporation.

The Solano County Fair is a participant in CFSA's General Liability Risk Sharing Pool effective July 1, 1996 and CFSA's Workers' Compensation Risk Sharing Pool effective July 1, 2004. These pools cover only California fairs. Further, Solano County Fair participates in CFSA's Purchased Property Protection Program, funded by the California Department of Food and Agriculture and administered by CFSA. This also includes automobile insurance for all other risks associated with the operation of motor vehicles.

B. General Information about the *Pension Plan*

1. Plan Description

The Fair participates in Solano County's defined benefit pension plan, the County's Miscellaneous Plan, which provides retirement and disability benefits, annual cost of living adjustments, and death benefits to plan members and beneficiaries. The County's Miscellaneous Plans (Plan) is part of the Public Agency portion of the California Public Employees' Retirement System (CalPERS), an agent multiple-employer plan administered by CalPERS, which acts as a common investment and administrative agent for participating public employers within the State of California. A menu of benefit provisions as well as other requirements is established by State statutes within the Public Employees' Retirement Law. The County selects optional benefit provisions from the benefit menu by contract with CalPERS and adopts those benefits through County ordinance. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions, and membership information that can be found on the CalPERS website at: <http://www.calpers.ca.gov/index.jsp?bc=/about/forms-pubs/calpers-reports/actuarial-reports/home.xml>.

C. General Information about the Post-Employment Health Care Benefits

1. Plan Description

The Fair participates in Solano County's multi-employer defined benefit retiree healthcare plan administered by the California Public Employees' Retirement System (CalPERS). The plan provides postemployment healthcare benefits to eligible retirees by contributing a minimum of \$136 per month towards medical insurance benefits. This benefit is provided based on the Board of Supervisor's election to participate under the Public Employees' Medical and Hospital Care Act (PEMHCA) [Government Code Section 22750]. The County's Board may elect to pay more than the minimum contribution; however, the County's Board has elected to pay the minimum contribution per eligible retiree. The notes to the County of Solano Comprehensive Annual Financial Report provide detailed information for the County as a whole regarding actuarial methods, funding and assumptions, annual required contributions and net OPEB liability as required in accordance with accounting principles generally accepted in the United States.

D. Going Concern

The Fair continues to experience increases to the net position deficit. The change in net position for the Fair for the past 10 years are as follows:

Year	Cash as of December 31	Revenues	Expenses	Change in Net Position
2019	\$461,422	\$3,169,121	\$3,366,157	(\$210,285)
2018	\$446,202	\$2,972,278	\$2,992,834	(\$35,527)
2017	\$190,671	\$3,296,306	\$3,518,456	(\$222,150)
2016	\$286,593	\$3,243,856	\$3,287,844	(\$43,987)
2015	\$241,290	\$3,026,853	\$3,097,196	(\$70,343)
2014	\$88,564	\$2,833,762	\$3,407,474	(\$573,712)
2013	\$693,568	\$2,967,269	\$3,374,264	(\$406,995)
2012	\$841,090	\$2,841,209	\$3,391,891	(\$550,682)
2011	\$1,135,685	\$3,522,315	\$3,507,490	\$14,825
2010	\$1,178,186	\$3,307,363	\$3,559,475	(\$252,112)

E. Subsequent Events

1. CalPERS Adjustment Invoice

On June 2, 2020, the County received a public agency adjustment invoice from CalPERS for arrears contribution and administration fee totaling \$27,652.72 and \$500, respectively. The invoice was for one employee, for the service period from April 17, 2011 through December 1, 2018.

2. Coronavirus Pandemic

Subsequent to the end of the year, the Fair has been severely impacted by the effects of the coronavirus pandemic (Covid-19). Operations have decreased significantly since the end of calendar year 2019, while the overall long-term impact has not yet been evaluated by management. There are several subsequent events impacting the financial position of the Fair.

a. Paycheck Protection Program Loan

On May 7, 2020, the Fair was granted a loan (the "Loan") from Westamerica Bank in the aggregate amount of \$258,786, pursuant to the Paycheck Protection Program (the "PPP") under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which was enacted March 27, 2020.

The Loan, which was in the form of a Note dated May 1, 2020 issued by the Borrower, matures on May 1, 2022 and bears interest at a rate of 1.00% per annum, payable monthly commencing on December 1, 2020. The Note may be prepaid by the Borrower at any time prior to maturity with no prepayment penalties. Funds from the Loan may only be used for payroll costs, costs used to continue group health care benefits, mortgage payments, rent, utilities, and interest on other debt obligations incurred before February 15, 2020. The Fair intends to use the entire Loan amount for qualifying expenses. Under the terms of the PPP, certain amounts of the Loan may be forgiven if they are used for qualifying expenses as described in the CARES Act.

b. Six Flags Discovery Kingdom Parking Management Agreement

Six Flags Discovery Kingdom (Six Flags) was not able to meet the payment totaling \$481,400.63 for the period April 1, 2020 through March 31, 2021, as outlined in the Parking Management Agreement between the County and Six Flags dated April 22, 2014, for the period commenced on April 1, 2014 and terminates on March 31, 2021. The annual lump sum payment is payable on or before July 1 of each year. Six Flags requested deferment of the payment until December 1, 2020. Six Flags has not been open since March 2020 due to Covid-19.

c. Solano Race Place – Satellite Wagering Facility

Under the direction of the Solano County Public Health Department, the Solano Race Place was closed due to Covid-19 and has limited or no operations since the start of the pandemic.

d. California Department of Food and Agriculture Grant for General Operational Support

On April 29, 2020, the Fair was awarded a grant from the California Department of Food and Agriculture (CDFA) for general operational support totaling \$157,350. The grant funds may be used for essential expenses only, such as payroll, utility bills, and loan obligations. The Fair received the grant monies on May 6, 2020.

e. Economic Injury Disaster Loan Grant

On June 23, 2020, the Fair received a grant for \$10,000 from the Covid-19 Economic Injury Disaster Loan (EIDL) program from the U.S. Small Business Administration. EIDL is designed to provide economic relief to organizations that are currently experiencing a temporary loss of revenue. EIDL proceeds can be used to cover a wide array of working capital and normal operating expenses, such as continuation to health care benefits, rent, utilities, and fixed debt payments.

PHYLLIS TAYNTON, CPA
Auditor-Controller

SHEILA TURGO
Assistant Auditor-Controller

OFFICE OF THE AUDITOR-CONTROLLER



SOLANO
COUNTY

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Board of Directors and Management
Solano County Fair Association
900 Fairgrounds Drive
Vallejo, CA 94589

In planning and performing our audit of the financial statements of the business-type activities of the Solano County Fair (Fair), a component unit of the County of Solano, as of and for the years ended December 31, 2019 and 2018, in accordance with auditing standards generally accepted in the United States of America, we considered the Fair's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Fair's internal control. Accordingly, we do not express an opinion on the effectiveness of the Fair's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

We have audited, in accordance with the auditing standards generally accepted in the United States of America, the financial statements of the business-type activities of the Fair, as of and for the year ended December 31, 2019 and 2018, and the related notes to the financial statements, which collectively comprise the Fair's basic financial statements, and have issued our report thereon dated July 17, 2020, with an emphasis of matter describing substantial doubt about the Fair's ability to continue as a going concern.

We had identified matters for your information in our letter dated October 9, 2018 and October 22, 2018 based on our audit of the Fair's financial statements as of and for the years ended December 31, 2017 and 2016. We subsequently issued a follow up review report dated September 3, 2019. As part of our audit of the financial statements, as of and for the years ended December 31, 2019 and 2018, we have obtained an update and management's responses as to the status of those matters that were still open, as of the date of the follow up review report, and are presented in Attachment A.

This communication is intended solely for the information and use of management of the Solano County Fair Association and County of Solano, Board of Directors of the Solano County Fair Association, and Board of Supervisors of the County of Solano, and is not intended to be, and should not be, used by anyone other than these specified parties.

A handwritten signature in blue ink, appearing to read "Denny Cheuk".

Denny Cheuk, CPA
Deputy Auditor-Controller, County of Solano, ACO-Internal Audit Division
Fairfield, California
July 17, 2020

Attachment A

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 501(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 governmental 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 non-profit entity) activities in an enterprise fund while also including 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 is in-progress.

Fair Operations

The Fair continues to experience increases to the net position deficit. As previously reported to the SCFA, the financial condition of the Fair since December 31, 2000 is presented below:

Year	Cash as of December 31	Revenues	Expenses	Change in Net Position
2019	\$461,422	\$3,169,121	\$3,366,157	(\$210,285)
2018	\$446,202	\$2,972,278	\$2,992,834	(\$35,527)
2017	\$190,671	\$3,296,306	\$3,518,456	(\$222,150)
2016	\$286,593	\$3,243,856	\$3,287,844	(\$43,987)
2015	\$241,290	\$3,026,853	\$3,097,196	(\$70,343)
2014	\$88,564	\$2,833,762	\$3,407,474	(\$573,712)
2013	\$693,568	\$2,967,269	\$3,374,264	(\$406,995)
2012	\$841,090	\$2,841,209	\$3,391,891	(\$550,682)
2011	\$1,135,685	\$3,522,315	\$3,507,490	\$14,825
2010	\$1,178,186	\$3,307,363	\$3,559,475	(\$252,112)
2009	\$939,286	\$3,716,343	\$4,307,505	(\$591,162)
2008	\$1,327,025	\$4,680,423	\$4,868,352	(\$187,929)
2007	\$1,343,783	\$5,154,299	\$5,296,075	(\$141,776)
2006	\$1,041,132	\$4,849,541	\$5,702,059	(\$852,518)
2005	\$1,147,200	\$4,597,682	\$4,707,722	(\$110,040)
2004	\$957,587	\$5,238,002	\$5,475,132	(\$237,130)
2003	\$1,122,886	\$5,102,944	\$5,640,583	(\$537,639)
2002	\$1,641,773	\$5,320,839	\$5,410,356	(\$89,517)
2001	\$1,971,113	\$5,298,283	\$5,182,459	\$115,824
2000	\$2,161,739	\$5,006,907	\$4,340,785	\$666,122

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.



Solano County

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

Agenda Submittal

Agenda #:	33	Status:	Regular Calendar
Type:	Report	Department:	General Services
File #:	20-489	Contact:	James Bezek, 784-2781
Agenda date:	07/28/2020	Final Action:	
Title:	Receive a verbal update on the Solano360 Development and on discussions of successor funding and site management agreements with Solano County Fair Association (SCFA) for the Fairgrounds Property located in Vallejo, CA; and Provide general direction to staff for future funding and site management agreements with SCFA		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Existing Agreement, B - SCFA 2020 Organizational Change & 2020 Proposed Budget, C - Proposed Fair Delivery Agreement, D - SCFA Timeline, E- Finance Charts		

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

Public Hearing Required? Yes ___ No X

DEPARTMENTAL RECOMMENDATION:

The County Administrator's Office and General Services recommends that the Board of Supervisors:

1. Receive verbal update on the Solano360 Development
2. Receive verbal report from the County Administrator's Office staff on the discussions of successor funding and site management agreements with Solano County Fair Association (SCFA) for the Fairgrounds Property located in Vallejo, CA
3. Provide general direction to staff for contract terms for future funding and site management agreements with SCFA.

SUMMARY/DISCUSSION:

Solano360 Development Update

Since last coming to this Board on October 8, 2019 for the Notice of Completion for the Grandstand and Barn demolition and site improvement project, staff has been actively pursuing development opportunities for the Fairgrounds site in Vallejo as part of the Solano360 Specific Plan.

On October 10, 2019, the Solano360 Implementation Committee directed staff to issue a Request for Qualifications (RFQ) solicitation jointly with the City of Vallejo. The RFQ was issued on November 15, 2019 and the County received 4 submittal packages on January 9, 2020. A workgroup comprised of City, County and Solano Economic Development representatives reviewed and rated the Statements of Qualifications and on June 22, 2020, the Solano360 Implementation Committee approved staff's recommendation to issue a Limited Distribution Request for Proposals (RFP) from the top 2 scoring teams; Industrial Realty Group LLC (IRG)/Jones Lang LaSalle Inc. (JLL) and Lewis Planned Communities. The RFP was issued on June 23, 2020 and submissions are due to the County by 4:00pm (PDT) on September 16, 2020. After evaluation by the workgroup, recommendation of selection of one preferred team to move forward with an Exclusive Right to

Negotiate (ERN) agreement will be brought to the Implementation Committee in October of 2020 and onto this Board for direction to initiate negotiations of the ERN with the preferred team.

Concurrently, on April 28, 2020 the Board approved a contract with New Cingular Wireless PCS, LLC for the fabrication and installation of a telecommunications tower within the maintenance area of the Fairgrounds site. The final completed tower will be 180 feet tall and will hold Cingular and County equipment including additional space on the tower for the County to lease space to other providers which will further enhance the revenue opportunities for the County and allow for implementation of the County's interoperability goals for the Office of Emergency Services.

Future agreement with SCFA

The 2013 Adopted Solano360 Specific Plan (approved by the County, City of Vallejo, and SCFA) became the official catalyst for land use change for the Fairgrounds Property, located in Vallejo CA. The County as the property owner has strived through land use approvals, entitlement approvals, demolition, and grading activities to better position the Property for marketing to the private sector, while allowing SCFA to continue to manage the Property on a year-round basis. The core mission of SCFA remains to produce the County Fair. As part of the Solano360 development the County and City of Vallejo would see new construction/development bringing in new revenues and new jobs benefiting both the County and City. This new development would incorporate an area for the Fair that was updated and the private capital from the new development would help pay for the Fair improvements.

In February 2018, the Board of Supervisors formed a Board Subcommittee consisting of Supervisors Brown and Thomson to review the Solano County Fair Association Budgets, operations, and governance structure. The Board Subcommittee met six times with a Subcommittee from SCFA which resulted in a list of recommendations that was presented to the Board of Supervisors on February 5, 2019. The Board approved an extension of the existing fair management agreement until January 31, 2021 ([Legistar File 19-119](#)). Further review of the SCFA budgets and operations were delegated back to Board's Solano360 Implementation Committee, consisting of Supervisors Hannigan and Spering.

In FY2018/19 the Board of Supervisors approved the funding of the demolition of some key outdated Fair buildings including the grandstands and some significant grading on the site for future development. The Notice of Completion for this demolition and grading project occurred in October 2019 and the County General Services Department picked up the responsibility to maintain 84 acres (out of the total 149.1 acres) of the Fairgrounds Site that was previously under the control of SCFA.

Under the Direction of the Board's Solano360 Implementation Committee, Supervisors Hannigan and Spering, staff from both the County and the City of Vallejo began actively working on a second Request for Proposal (RFP) to select a private sector partner to develop new land uses/activities on the Property that would integrate with a new updated County Fair. This multi-year process has compromised some of the on-going revenue opportunities for SCFA, and due to the end of on-site horse racing revenues in FY2009/10, the financial conditions of SCFA have changed and SCFA has not had resources to perform major maintenance on the facilities on the Property.

Given the financial condition of SCFA, and the need for better site control by the County for future redevelopment purposes, the recent management agreements have been approved on an annual basis by the Board of Supervisors. In the annual management agreement (terms since 2011) the County directs the existing ground leases revenues to SCFA for annual operations and SCFA rents out facilities and grounds throughout the year to benefit the annual Solano County Fair (Attachment A).

COVID-19 Virus

In early 2020, COVID-19 Virus became a major game changer for both SCFA and the County of Solano. Discussions to work on a new agreement were delayed by both SCFA and the County Administrator's Office. The Health Crisis dominated the County CAO staff attention internally and externally, and SCFA had to close its rental operations and applied for Federal Funds under the Payment Protection Program. SCFA produced a Virtual County Fair given the restrictions of social distancing related to the COVID-19 Virus.

On March 31, 2020, SCFA sent an email to CAO staff on a proposed calendar year budget/business plan for 2020 (Attachment B). The County Administrator's Office forwarded this information to the Auditor as part of the upcoming ACO fiscal audit of the SCFA for both CY2018 and CY2019. On May 29, 2020, CAO staff sent a letter requesting to meet with SCFA and to discuss a new funding agreement; however, SCFA declined to meet due to the upcoming virtual Fair on June 18-21, 2020. In July 2020, CAO staff and SCFA staff met to discuss the financial status of SCFA and to renew the conversation to what a new fair funding agreement and fair site agreement would encompass that both parties would find acceptable. At the time of this report, the discussions are continuing between County Administrator staff and SCFA CEO and SCFA President.

The County Administrator's Office has been discussing, by way of a funding agreement, for SCFA to produce a County Fair and to operate the satellite wagering facility based on the lease revenue that the County collects from the ground lease revenues (Attachment C). Due to COVID-19, the lease payment from Six Flags for parking on the Fairgrounds Site has been deferred until December 2020.

Outside of this agreement, the County has various options to consider for the operations and management of the property during the RFP process and given the COVID-19 Social Distancing Restrictions for Fairgrounds facilities have shut down all activities at this time.

These options include:

- a. County can continue to procure services for weed control/security/care taking using Government Code Section 31000.
- b. County could have a separate agreement with SCFA or another non-profit to operate and maintain the Fairground Site.
- c. If the County chooses to hire SCFA to operate the fairgrounds all year, then additional conditions can be incorporated into new agreement.
- d. The County could choose to mothball all buildings on the site until private development occurs, except for the Ag Barns, Childcare and Gem buildings, and Satellite Facility.
- e. The County could specify in the new agreement that SCFA only produce a virtual fair in 2021 and 2022. Only a limited number of facilities were utilized in the virtual county fair.
- f. If SCFA declines to continue to partner with the County to produce a fair, then a "for profit" third party can be solicited to operate the fairgrounds on a year-round basis, the County however would have to collect market rate lease revenue from the third party and some portion of the revenues must go towards the underwriting of the fair.
- g. If the County General Services Department maintains and operates the Fairgrounds site all year, then additional County General Services staff will be needed to assist with rentals and maintenance.

For reference attached is a timeline from 2009-Present that highlights significant events that have contributed to the land use changes in operations and activities on the County-owned Fairgrounds Property in Vallejo, CA (Attachment D).

Next Steps

Staff will continue discussions with SCFA on successor agreements and report back to the Board in August 2020.

The Auditor-Controller's Office has conducted an audit for SCFA for CY2018 and CY2019. This audit report

will be under a separate board report.

To provide some background on the financial history of SCFA, County Administrator staff has provided an attachment of past years of actual and audit information for the Board to have as reference (Attachment E).

FINANCIAL IMPACT:

There is no fiscal impact to staff providing a status update to the Board of Supervisors. Any direction the Board gives staff would have to be evaluated for fiscal impacts.

ALTERNATIVES:

1. The Board could choose to not receive this status update.
2. The Board could choose to request additional information and continue to a future date certain.
3. The Board could take no action on the current Fair agreement with SCFA, allow the agreement to expire on January 31, 2020, and direct staff to bring back an initial transition plan, timeline, and budget within 60 days.

OTHER AGENCY INVOLVEMENT:

This report was prepared in coordination with the Department of General Services, County Auditor-Controller's Office and County Counsel.

**AGREEMENT for the MANAGEMENT and OPERATION
of the SOLANO COUNTY FAIRGROUNDS**

This Agreement is made on Jan. 25, 2011 between County of Solano, a political subdivision of the State of California, ("County"), and Solano County Fair Association, a California non-profit corporation, ("SCFA").

RECITALS

A. County owns approximately 152 acres of real property and improvements located at the intersection of I-80 and Hwy. 37, and bounded by Fairgrounds Drive on the west and Coach Lane on the south (the "Fairgrounds Property").

B. County conducts an annual County Fair on the Fairgrounds Property.

C. SCFA is experienced in the business of operating and managing fairs and has operated the County Fair on behalf of the County since 1946.

D. County desires to engage the services of SCFA to manage and operate the Fair and maintain the Fairgrounds Property, and SCFA desires to provide such services on the following terms and conditions.

E. The parties agree that this Agreement is intended to supersede all prior agreements related to the responsibilities between the parties for the operation and maintenance of the Fairgrounds Property until such time as the Fairgrounds Property is further developed, or as otherwise modified by the Parties.

In consideration of the mutual covenants contained in this Agreement, the parties agree:

1. AGENCY

A. *Appointment and Purpose.*

SCFA will:

- i. Except as otherwise provided in this Agreement and pursuant to California Government Code §25906, act as the exclusive agent of County to operate the annual Solano County Fair ("Fair"), and use, manage and maintain the Fairgrounds Property.
- ii. Make improvements and take other steps necessary to generate additional revenue through the management and operation of the areas Fairgrounds Property not otherwise privately developed. However, the County Board of Supervisors must first approve by separate action any significant changes or improvements to the Fairgrounds Property which substantially change the current condition of the Fairgrounds Property or the SCFA's current operations.
- iii. Cooperate fully with the County at all times.

- iv. On or before March 31st and August 30th of each year of this Agreement, SCFA will submit a report detailing all activities pursuant to this Agreement. Upon the mutual agreement of the County Administrator and the SCFA, the report may be in the form of a presentation to the Board of Supervisors at a regular meeting, a meeting with the County Administrator or in the form of a written document submitted to the County Administrator.

B. Standards of Performance.

Subject to all State, Federal and local laws and regulations, SCFA will manage, operate and conduct the Fair and the areas of the Fairgrounds Property that are not otherwise privately developed to the end that the Fair and use of the Fairgrounds Property shall be in accordance with the highest and best standards for the County's benefit.

C. Articles of Incorporation and Bylaws.

SCFA's Articles of Incorporation and Bylaws are attached and incorporated into and made fully a part of this Agreement.

2. TERM AND TERMINATION

- A. The term shall commence February 1, 2011 and shall expire January 31, 2014.
- B. Either party may terminate this Agreement, at any time, with or without cause, upon 90 days written notice from one to the other.
- C. Concurrent with the annual approval of SCFA's budget, the parties agree to recommend to the Board of Supervisors that this Agreement be annually amended to extend the term for two additional one (1) year options.

3. FINANCIAL MANAGEMENT

A. ACCOUNTING/AUDIT

SCFA will:

- i. Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles as required by County and/or the State of California, Department of Food and Agriculture, Division of Fairs and Exposition ("F&E").
- ii. Document all costs by maintaining complete and accurate records of all financial transactions associated with the operations of the Fair and the Fairgrounds Property, including but not limited to, invoices and other official documentation that sufficiently supports all charges made by SCFA.
- iii. Preserve all books, records and supporting documents as public records until destroyed according to the requirements of applicable law.
- iv. Timely submit an annual budget to the County for approval, and once approved by the County's Board of Supervisors, submit the budget to F&E, as required by law.
- v. Comply with all applicable laws in amending budgets after SCFA's budget is approved by F&E.

- vi. Operate within its budget and the General Manager shall take all appropriate actions to avoid an operating loss.
- vii. Monitor all aspects of all Agreements, including, but not limited to, Agreement compliance, performance and payment in accordance with the SCFA's procurement policy which has been approved by the County Administrator.
- viii. Submit to a biennial audit, performed by the County Auditor, no later than April 1st for the two preceding fiscal years. The audit will be submitted to the Board of Supervisors for approval. The first audit to be performed under this Agreement will be performed in the year 2012, covering years 2010 and 2011.

B. ASSET MANAGEMENT

SCFA will:

- i. Establish and adhere to a written fixed asset policy and procedure which shall be subject to review and approval by the County.
- ii. Establish and adhere to a written procurement policy subject to review and approval by the County.
- iii. Establish a reserve to provide for deferred and major maintenance.
- iv. Establish a replacement plan for major physical assets. No permanent capital improvement shall be made without prior County approval.

C. CONTRACTING

SCFA will:

- i. Delineate any expenditure contract exceeding \$50,000 (with the exception of arena entertainment contracts), in the annual budget submitted to the County for approval. Approval of the budget by the Board of Supervisors shall constitute specific approval for the SCFA to enter into the contracts so delineated.
- ii. Include an annual budget line item for arena entertainment which may be included in the budget as a lump sum.
- iii. With the exception of arena entertainment contracts, expenditure contracts exceeding \$50,000 which are not specifically delineated in the annual budget shall be subject to the approval of the Board of Supervisors in accordance with the County's Purchasing & Contracting Policy.
- iv. Negotiate and enter into revenue generating contracts (i.e., sponsorship agreements, facility license agreements) without the approval of the Board of Supervisors, regardless of dollar amount provided such contracts are consistent with the terms of this Agreement.

4. REVENUE PARTICIPATION AND FINANCIAL OBLIGATIONS

A. FAIRGROUND REVENUES

- i. SCFA will retain all moneys collected from the management and operation of the annual Solano County Fair and the Fairgrounds Property.

- ii. County shall remit all revenues from any ground leases on the Fairgrounds Property that are in effect as of the date of this Agreement, or any new leases which renew, replace or modify any existing leases, to the SCFA within thirty days of receipt of lease payment.
- iii. County shall remit all revenue from the existing ground leases for the site where the existing Courtyard by Marriott is located, and for the site currently leased by Mattina Enterprises, where the existing Chevron gas station, Carl's Jr. and Baskin Robbins is located to the SCFA within thirty days of receipt of the lease payment.
- iv. Distribution of any revenue from leases executed after the date of execution of this Agreement that do not renew, replace or modify any lease existing as of the date of execution of this Agreement will be determined at the time the new lease is executed.

B. .33 REVENUES

- i. Pursuant to Bus. & Prof. Code section 19605.7(d) and 19610.4, Solano County receives .33 revenues in connection with satellite wagering operations (".33 monies").
- ii. The Parties agree that the .33 monies received by County will be used to offset costs for County services provided to SCFA.
- iii. To the extent that there is an excess of .33 monies after accounting for County services, the parties agree that County may sweep the excess monies into the General Fund
- iv. To the extent that the costs of County services provided to the SCFA exceed the amount of .33 funds, the SCFA will be obligated to pay for those services at the current rate as set forth elsewhere in this Agreement.
- v. In order to facilitate Fair's effective management of its resources, County will submit to SCFA on a quarterly basis a detailed accounting of .33 monies received by the County and County services charged against .33 monies. Quarterly statements may be submitted individually by each department. The last quarterly statement must be submitted prior to the time the Auditor closes the books for the fiscal year to allow for their payment from any excess .33 funds.

C. COUNTY PENSION OBLIGATION BONDS

- i. Due to SCFA's participation in the County's Miscellaneous Retirement Plan with the Public Employment Retirement System ("CalPERS"), SCFA is obligated to pay its share of the County-issued Series 2004 Pension Obligation Bonds (POBs), which prepaid the parties' obligations under the contract with CalPERS for the County's Unfunded Accrued Actuarial Liability (UAAL) as of June 30, 2002 and June 30, 2004, respectively. The Fair's annual obligation of the Series 2004 and Series 2005 POBs will continue to be 0.6307% and 0.4887%, respectively of the scheduled principal and interest. The County's Pension Advisory Committee will set the POB rates annually.
- ii. Each pay period, the SCFA will remit its share of the POB liability by applying the POB rate as determined by the County's Pension Advisory Committee to its PERS wages. The County will allocate the SCFA's biweekly payment between principal

- and interest in accordance with the original debt amortization schedules of the 2004 & 2005 POBs. Any amounts remitted over the SCFA's applicable share shall be applied to the principal balance. Any amounts remitted under the SCFA's applicable share shall be applied first to interest.
- iii. SCFA will continue to pay its share until the maturity of the POBs scheduled to be redeemed by June 30, 2024 and June 30, 2025. The County will absolve any residual balance remaining at the end of the twenty-year term.
 - iv. If the County plans to issue any additional POBs, the County shall notify the SCFA at least sixty (60) days in advance of such issuance and inform it of the financial impact of such decision. The amount of the POBs allocated to the SCFA will be based on the SCFA's covered payroll as a percent of the County's covered payroll as of the date of the actuarial valuation. The amortization period will coincide with the new POB term.

5. SECURITY

A. GENERAL PURPOSE

The parties agree that the Solano County Sheriff ("Sheriff"), in cooperation with the Vallejo Police Department, is responsible for the enforcement of all applicable laws on the Fairgrounds Property. SCFA and Sheriff will work jointly to establish a plan ("Plan") for a law enforcement presence during the annual Solano County Fair, including the number of officers to be present on the grounds, the dates and times for the presence of officers, and the expected duties of officers. The Plan will be completed on an annual basis and shall be reduced to writing no later than thirty (30) days prior to the commencement of the annual Solano County Fair.

B. RESPONSIBILITIES OF SHERIFF

Sheriff will:

- i. Establish and maintain a strong law enforcement presence, and provide law enforcement services during the annual Solano County Fair in accordance with the Plan.
- ii. Provide additional law enforcement services at interim events on the Fairgrounds Property, as needed.

C. RESPONSIBILITIES OF SCFA

SCFA will provide unimpeded access to the Fairgrounds Property for law enforcement officers performing patrol and/or law enforcement services on a year round basis and shall cooperate with Sheriff to facilitate law enforcement services on the Fairgrounds Property.

D. COMPENSATION

- i. Compensation for law enforcement services during the annual Solano County Fair shall be at the overtime rate set forth in the current Deputy Sheriff's Association contract for the year in which services are performed, for each officer working overtime at the Solano County Fair.
- ii. Compensation for law enforcement services at interim events shall be at the

overtime rate set for in the Deputy Sheriffs Association contract in existence at the time of the interim event at which services are performed. The compensation shall be paid by the lessor of the Solano County Fairgrounds requiring law enforcement services.

- iii. Sheriff will provide SCFA with the current Deputy Sheriff's Association contract rates no later than sixty (60) days before the opening of the annual Solano County Fair to be incorporated into the Plan.
- iv. Any revisions to the Fair Plan shall be in writing and signed by the General Manager of the SCFA and a designated representative of the Sheriff's Office.
- v. SCFA will pay for Sheriff's services via check or, if paid with available .33 money, by journal voucher entry within 60 days of receipt of an invoice.

6. LEGAL SERVICES

A. SERVICES PROVIDED

Unless otherwise approved by County, SCFA will be provided legal services by the County Counsel's office.

B. COMPENSATION

Legal services will be charged at the rate approved by the County Board of Supervisors, which as of the date of execution of this Agreement is \$145 per hour. County will notify SCFA thirty (30) days before the effective date of any change in the hourly rate not set forth in this Agreement. Fees for services will be charged against .33 monies.

C. ACCOUNTING

County Counsel will provide SCFA with a quarterly statement detailing the services provided and hours expended by its attorneys in providing services to SCFA.

7. HUMAN RESOURCES SERVICES

A. SERVICES TO BE PROVIDED

It is understood and agreed that SCFA employees are included on the County's standard dental and vision plans. Human Resources will provide management and staff support as necessary to the inclusion of SCFA's employees in these plans.

B. COMPENSATION

SCFA will compensate Human Resources according to the rate established pursuant to the County cost plan charged to all other internal departments and paid out of .33 monies.

8. REAL ESTATE SERVICES

A. SERVICES TO BE PROVIDED

County's Department of General Services, Real Estate Services will administer all current ground leases of the Fairgrounds Property between County and any tenant. Real Estate Services will receive all lease payments and transfer revenues via journal

voucher entry into SCFA's account. Real Estate Services will be responsible for enforcing compliance with lease terms, up to and including the initiation of any litigation necessary to achieve tenant compliance with lease terms.

B. COMPENSATION

SCFA will compensate the Department of General Services, Real Estate Services according to the rate established pursuant to the County cost plan charged to all other internal departments and paid out of .33 monies.

9. AUDITOR/CONTROLLER SERVICES

A. SERVICES TO BE PROVIDED

The Auditor/Controller will provide the following services:

1. **Audit** – Audit will be performed on a biennial basis, beginning in 2012 for the years 2010 and 2011.
2. **General Accounting** – The Controller will:
 - (1) Process general accounting transactions to the Integrated Fund Accounting System;
 - (2) PERS and Pension Obligation Bond collection and accounting;
 - (3) Accounting of .33 money, preparing journal for services provided by other county departments, monitoring and tracking of the fund;
 - (4) Compilation of budget data for Countywide Budget;
 - (5) Compilation of Audited financial data for CAFR;
 - (6) General oversight and review.

B. COMPENSATION

1. **Audit** -- The cost of the audits will be agreed upon between the Auditor and the SCFA in advance of the audit based upon the estimate of staff hours needed to complete the audits and the Auditor's hourly rate established pursuant to the County cost plan charged to all other internal departments and paid out of .33 monies.
2. **General Accounting** – General Accounting services will be charged at the rate established pursuant to the County cost plan charged to all other internal departments and paid out of .33 monies.

10. OTHER SERVICES

At its option, SCFA may elect to use other County services, including but not limited to, Fleet Services, Reprographics, Architectural Services and any other service that the County provides to County Departments. SCFA will be charged at the established rate charged to other County Departments, with payment to be charged against .33 monies.

11. LEASE OR REDEVELOPMENT PLANNING OF FAIRGROUNDS PROPERTY

County will consult with the SCFA regarding any potential lease or redevelopment of Fairgrounds Property that will materially affect SCFA's operations, revenue streams, or use of the Fairgrounds Property.

12. INSURANCE

A. Without limiting SCFA's obligation to indemnify County, SCFA must procure and maintain for the duration of the Agreement 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 Agreement and the results of that work by SCFA, SCFA'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

SCFA must maintain limits no less than:

(1) General Liability: (Including operations, products and completed operations.)	\$5,000,000	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability:	\$1,000,000	per accident for bodily injury and property damage.
(3) Workers' Compensation:	As required by the State of California.	
(4) Employer's Liability:	\$1,000,000	per accident for bodily injury or disease.

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

E. 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) SCFA must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration and defense expenses.

F. Other Insurance Provisions

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

- 1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of SCFA; and with respect to liability arising out of work or operations performed by or on behalf of SCFA including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to SCFA's insurance policy, or as a separate owner's policy.
- 2) For any claims related to work performed under this Agreement, SCFA's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of SCFA's insurance and shall not contribute to it.
- 3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by SCFA, except after 30 days prior written notice has been provided to County.

G. Waiver of Subrogation

- 1) SCFA agrees to waive subrogation which any insurer of SCFA may acquire from SCFA by virtue of the payment of any loss. SCFA 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 SCFA, its employees, agents and subcontractors.

H. Acceptability of Insurers

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

I. Verification of Coverage

- 1) SCFA must furnish County with original certificates and endorsements effecting coverage required by this Agreement.
- 2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.
- 3) County must receive and approve all certificates and endorsements before work commences.
- 4) However, failure to do so shall not operate as a waiver of these insurance requirements.

- 5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

13. INDEMNIFICATION

A. SCFA will indemnify, hold harmless and assume the defense of, the County, 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 SCFA's performance of this Agreement or from any persons directly or indirectly employed by, or acting as agent for, SCFA, excepting the sole negligence or willful misconduct of the County.

B. County will indemnify, hold harmless and assume the defense of, the SCFA, 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 County's performance of this Agreement or from any persons directly or indirectly employed by, or acting as agent for, County, excepting the sole negligence or willful misconduct of the SCFA.

C. Acceptance of insurance required by this Agreement does not relieve SCFA from liability under this indemnification clause. This indemnification clause shall apply to all damages or a claim for damages suffered by SCFA's operations regardless if any insurance is applicable or not.

14. GENERAL PROVISIONS

A. COMPLIANCE WITH LAW

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

B. CONFLICT OF INTEREST

SCFA will ensure that SCFA'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 Solano County Fair or management of the fairgrounds. SCFA will employ or retain no such person while rendering services under this Agreement.

C. DRUG FREE WORKPLACE

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

D. HEALTH AND SAFETY STANDARDS

SCFA will abide by all health and safety standards set forth by the State of California and/or the County pursuant to the Injury and Illness Prevention Program. SCFA will abide by all health and safety standards set forth by the State of California and/or the County pursuant to the Injury and Illness Prevention Program. If applicable, SCFA will receive all health and safety

information and training.

E. INSPECTION

Authorized representatives of County, the state and/or the federal government may inspect and/or audit SCFA's performance, place of business and/or records pertaining to this Agreement.

F. NONDISCRIMINATION

- 1) In rendering services under this Agreement, SCFA will 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.
- 2) Further, SCFA will not discriminate against its employees in those areas which include, but are 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.

G. NOTICE

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

COUNTY
County Administrator
Solano County
675 Texas St., Ste. 6500
Fairfield, CA 94533

CONTRACTOR
General Manager
Solano County Fair Association
900 Fairgrounds Drive
Vallejo, CA 94589

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.

H. CHANGES AND AMENDMENTS

This agreement may not be modified unless such modification is in writing and signed by both parties to this agreement.

I. CHOICE OF LAW

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

J. WAIVER

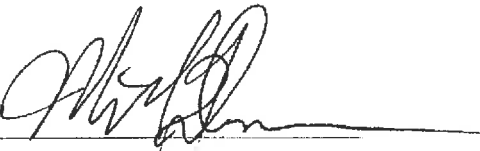
Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, under this Agreement or any provision of this Agreement.

K. ENTIRE AGREEMENT

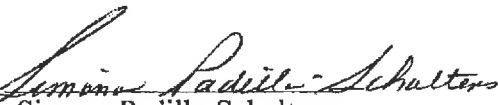
This Agreement, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or SCFA other than those contained into this Agreement. This Agreement supersedes all prior Agreements or agreements, verbal or written, between the

parties.


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

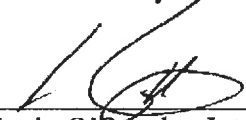
By 
Michael D. Johnson
County Administrator

APPROVED AS TO CONTENT

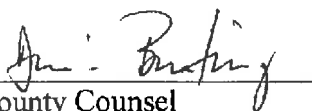
By 
Simona Padilla-Scholten
Solano County Auditor-Controller

By 
Gary Stanton
Solano County Sheriff-Coroner

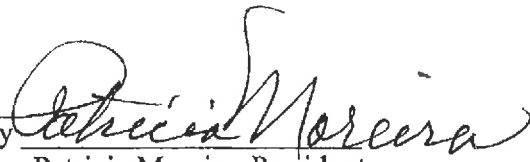
By 
Don Turko
Solano County Human Resources

By 
Kevin O'Rourke, Interim Director
Solano County General Services

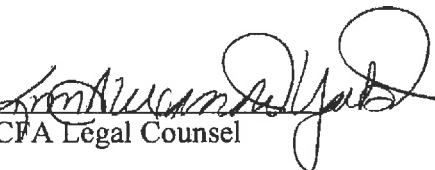
APPROVED AS TO FORM

By 
County Counsel

SOLANO COUNTY FAIR ASSOCIATION

By 
Patricia Moreira, President
Solano County Fair Association
Board of Directors

APPROVED AS TO FORM

By 
SCFA Legal Counsel



AGENDA SUBMITTAL TO SOLANO COUNTY BOARD OF SUPERVISORS

ITEM TITLE Approve a three-year contract with two annual one-year extensions with the Solano County Fair Association for management and operation of the Solano County Fairgrounds; and Authorize the County Administrator to sign the contract and any amendments		BOARD MEETING DATE January 25, 2011	AGENDA NUMBER 5
Dept:	County Administrator's Office	Supervisory District Number ALL	
Contact:	Stephen Pierce		
Extension:	784-6122		
Published Notice Required?		Yes _____	No <u> X </u>
Public Hearing Required?		Yes _____	No <u> X </u>

DEPARTMENTAL RECOMMENDATION:

The County Administrator's Office recommends the Board approve a three-year contract with two annual one-year extensions with the Solano County Fair Association for management and operation of the Solano County Fairgrounds and authorize the County Administrator to sign the contract and amendments.

SUMMARY:

Since 1946, the County has been contracting with the Solano County Fair Association (SCFA) for the management and operation of the Solano County Fair. The current agreement expires January 27, 2012. The current contract was originally entered into in January 2004 as a five-year contract with annual one-year extensions to make a rolling five-year contract. The annual renewal has not been executed since 2007.

The proposed contract is for a new three-year agreement with two one-year extensions, and enables the SCFA to enter into new contracts for facility use and services on the fairgrounds. At the same time, the County can move forward on long-term plans for the fairgrounds property and the Fair of the Future (Solano 360).

FINANCING:

There is no direct financial impact to the County if the contract is approved; however, the SCFA will be able to enter into long-term agreements (in excess of 12 months) to generate additional annual income. Revenue generated from existing leases on the fairgrounds property are forwarded to SCFA. The SCFA will compensate the County for services provided by the various County departments according to the rates established under the County Cost Allocation Plan.

DISCUSSION:

California Government Code section 25906 allows the Board of Supervisors to contract with a nonprofit corporation to conduct an agricultural fair in the county. This section gives the Board discretion to determine the specific terms of the contract as well as the contract period.

The changes to the contract between the Solano County Fair Association and the Board of Supervisors include changes in the term of the contract and the incorporation of language from various separate agreements between the SCFA and County departments. In addition, clarifying language has been incorporated regarding financial responsibilities and the use of .33 revenues from satellite wagering.

Prior to the current contract, the agreement between the two entities has ranged from three to five years with options for extensions. The term of this agreement, if approved, is for three years (February 1, 2011 to January 31, 2014) with the option for two one-year extensions.

In September 2008, the County began efforts to revitalize the fairgrounds property and approved a vision for the 152-acre property in June 2009 known as Solano360 Vision. This agreement enables the SCFA to maintain day-to-day operations of the fairgrounds while retaining flexibility for the County to move forward on long-term plans for the potential redevelopment of the fairgrounds property and the Fair of the Future.

ALTERNATIVES:

The Board could choose not to approve the new Management Agreement with SCFA or it could request modifications to the terms. This action is not recommended because the terms of the Agreement have been negotiated by all affected departments.

OTHER AGENCY INVOLVEMENT:

County Counsel assisted with the negotiation of the Agreement. The Auditor-Controller, Director of General Services, Director of Human Resources, and Sheriff have reviewed the Agreement and have approved it as to content.

DEPARTMENT HEAD SIGNATURE:

By 
Michael D. Johnson,
County Administrator

Attachment A: Agreement for the Management and Operations of the Solano County
Fairgrounds

**SECOND AMENDMENT TO AGREEMENT for the MANAGEMENT
and OPERATION of the SOLANO COUNTY FAIRGROUNDS**

This Second Amendment ("Second Amendment") is entered into as of Feb. 10, 2015, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and the SOLANO COUNTY FAIR ASSOCIATION, a California non-profit corporation ("SCFA").

1. Recitals

- A. The parties entered into an agreement dated January 25, 2011 (the "Agreement"), for SCFA to manage and operate the Fair and maintain the Fairgrounds Property. The Agreement was amended on January 31, 2014 to extend the term through January 1, 2016.
- B. The parties now desire to amend the Agreement a second time to modify certain terms.
- C. The parties agree to amend the Agreement as set forth below.

2. Agreement

- A. Section 2 is deleted in its entirety and replaced with:

2. TERM AND TERMINATION

- a. The term shall commence February 1, 2011 and shall expire January 31, 2018.
- b. Either party may terminate this Agreement, at any time, with or without cause, upon 90 days written notice from one to the other.
- c. Concurrent with the annual approval of SCFA's budget, this Agreement may be annually extended by an affirmative vote of the Board of Supervisors in additional one (1) year increments.

- B. Section 3C, subparagraph iv is deleted in its entirety and replaced with:

- iv. Negotiate and enter into revenue generating contracts (e.g., sponsorship agreements, facility lease agreements) without the approval of the Board of Supervisors, regardless of dollar amount provided such contracts are consistent with the terms of this Agreement. In circumstances where the term of the revenue generating contract exceeds the remaining term of this Agreement, the SCFA may enter into such contracts with the concurrence of the County Administrator.

- C. Section 4B, subparagraph iii is deleted in its entirety and replaced with:

- iii. To the extent that there is an excess of .33 monies after accounting for County services, the parties agree any remaining excess monies will be retained by SCFA and deposited into the reserve account for major maintenance/capital deferrals.

D. Section 11 is deleted in its entirety and replaced with:

11. LEASE OR REDEVELOPMENT PLANNING OF FAIRGROUNDS PROPERTY

- A. Both SCFA and County understand that there is the possibility that the Solano 360 Project (development of the Fairgrounds site) will commence during the course of this Agreement. In the event that the construction of such project interferes with SCFA's use of the Fairgrounds Property, County will consult with the SCFA regarding any potential lease or redevelopment of Fairgrounds Property that will affect SCFA's operations, revenue streams, or use of the Fairgrounds Property.
- B. County agrees to provide SCFA with not less than 210 days' notice prior to the commencement of any construction in the private purpose areas, as designated in the attached Site Plan.
- C. County further agrees to require any third party's use of private purpose areas be coordinated with SCFA's use of the public purpose areas, as designated in the attached Site Plan, particularly as such use may impact circulation, signage, and any activities during the annual Fair.
- D. County agrees to require the replacement of signage from all third-parties that becomes necessary as a result of construction in the private purpose areas as designated in the Site Plan.

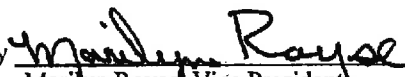
3. Effectiveness of Agreement

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

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

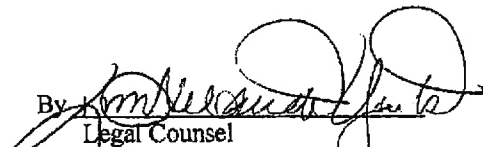
Solano County Fair Association

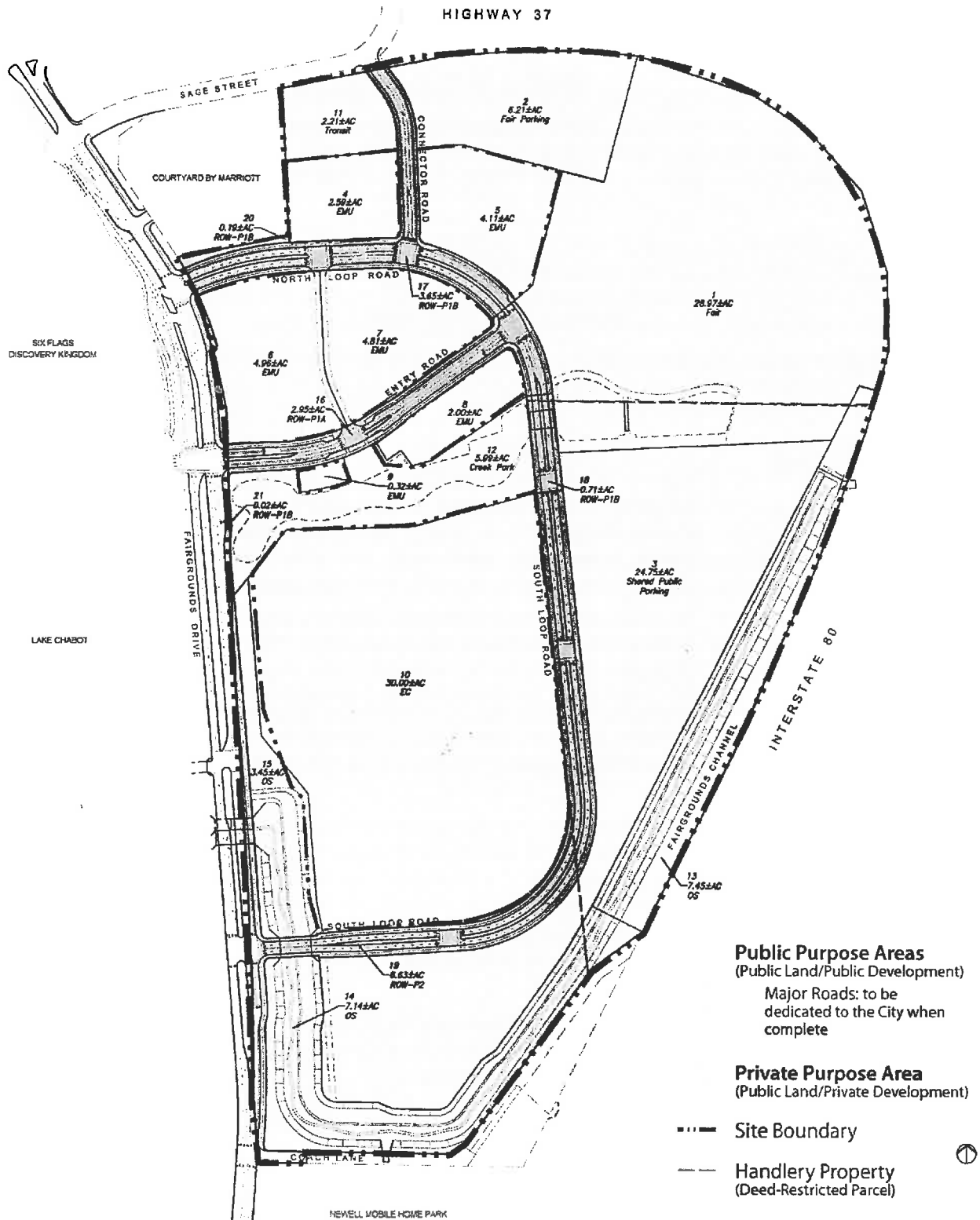
By 
Birgitta E. Corsello, County Administrator

By 
Marilyn Royse, Vice President

APPROVED AS TO FORM

By 
County Counsel

By 
Legal Counsel



Public & Private Purpose Areas



Solano County

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

Meeting Minutes - Action Only

Board of Supervisors

Erin Hannigan (Dist. 1), Chairwoman

(707) 553-5363

John M. Vasquez (Dist. 4), Vice-Chair

(707) 784-6129

Linda J. Seifert (Dist. 2)

(707) 784-3031

James P. Spering (Dist. 3)

(707) 784-6136

Skip Thomson (Dist. 5)

(707) 784-6130

Tuesday, November 24, 2015

8:30 AM

Board of Supervisors Chambers

23

15-1106

Consider approving the Solano County Fair Association's CY2016 budget totaling \$2,833,883, including capital expenses; Approving the extension of the term of the Agreement for the Management and Operation of the Solano County Fairgrounds to expire January 31, 2019; Authorizing the SCFA to pursue federal and state grant and other revenues and delegating to the County Administrator approval of associated applications

On motion of Supervisor Seifert, seconded by Supervisor Vasquez, the Board approved the Solano County Fair Association's CY2016 budget totaling \$2,833,883, including capital expenses; Approved the extension of the term of the Agreement for the Management and Operation of the Solano County Fairgrounds to expire January 31, 2019; Authorized the SCFA to pursue federal and state grant and other revenues and delegated to the County Administrator approval of associated applications. So ordered by 5-0 vote.



Solano County

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

Meeting Minutes - Action Only Board of Supervisors

Erin Hannigan (Dist. 1), Chairwoman

(707) 553-5363

Linda J. Seifert (Dist. 2), Vice-Chair

(707) 784-3031

James P. Spering (Dist. 3)

(707) 784-6136

John M. Vasquez (Dist. 4)

(707) 784-6129

Skip Thomson (Dist. 5)

(707) 784-6130

Tuesday, November 1, 2016

8:30 AM

Board of Supervisors Chambers

AMENDED AGENDA

11 16-842

Consider approving an increase of \$116,620 in the Solano County Fair Association's (SCFA) CY2016 Adopted Budget, for a total of \$2,979,650; Approving the SCFA's CY2017 budget totaling \$2,992,373, including capital expenses; Approving the extension of the term of the Agreement for the Management and Operation of the Solano County Fairgrounds to expire January 31, 2020; and Authorizing the SCFA to pursue federal and state grant and other revenues and delegating to the County Administrator approval of associated applications

On motion of Supervisor Seifert, seconded by Supervisor Thomson, the Board approved an increase of \$116,620 in the Solano County Fair Association's (SCFA) CY2016 Adopted Budget, for a total of \$2,979,650; Approved the SCFA's CY2017 budget totaling \$2,992,373, including capital expenses; Approved the extension of the term of the Agreement for the Management and Operation of the Solano County Fairgrounds to expire January 31, 2020; and Authorized the SCFA to pursue federal and state grant and other revenues and delegated to the County Administrator approval of associated applications. So ordered by 5-0 vote.



Solano County

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

Meeting Minutes - Action Only

Board of Supervisors

Erin Hannigan (Dist. 1) Chairwoman

(707) 553-5363

Monica Brown (Dist. 2), Vice-Chair

(707) 784-3031

James P. Spering (Dist. 3)

(707) 784-6136

John M. Vasquez (Dist. 4)

(707) 784-6129

Skip Thomson (Dist. 5)

(707) 784-6130

Tuesday, February 5, 2019

8:30 AM

Board of Supervisors Chambers

16 19-119

Receive a verbal update on the status of the Solano County Fair Governance Subcommittee comprised of Supervisors Monica Brown and Skip Thomson; Receive a presentation from the Fair Manager; Receive comments from the County Auditor/Controller and County Administrator's Office Staff; Consider the recommendations of the subcommittee; and Consider directing staff to issue a Request for Proposals for Management and Operation services for the Fairgrounds

On motion of Supervisor Vasquez, seconded by Supervisor Spering, the Board approved an extension of the current Fair Management and Operations Agreement to January 31, 2021 that would follow a report back to the Board regarding the status of activities by the SCFA and County to address current issues; Directed the establishment of a new management agreement with the SCFA; Directed the County Administrator's Office and General Services staff to work with the SCFA to develop a transition plan for delivery of year-round events and the Maintenance of facilities, Management and Operations of the Fairgrounds; Affirmed that the work and purpose of the Fair Governance Subcommittee had concluded; and Directed that further work to be done on the matter would fall to the Solano360 Implementation Committee. Supervisor Brown and Supervisor Thomson voted no. So ordered by 3-2 vote.

Solano County Fair Association

Organizational Change Update

Supplemental to SCFA's 2019 Business Plan

Mike Ioakimedes – SCFA Executive Director
March 25, 2020

SCFA ORGANIZATIONAL CHANGE UPDATE

OVERVIEW

2019 was a year in transition for the Solano County Fair Association (SCFA). SCFA's cash position had seen a steady decline for several years, and the existing financial reporting system was not providing needed management or oversight information for SCFA Board, staff, and Solano County officials.

SCFA Board and staff committed to a process that would allow for immediate change to systems and procedures, while also committing to a full 12-month financial cycle analysis that would account for any seasonal variations or individual event driven dynamics. The focus of the efforts was to improve SCFA's financial position and organizational efficiency.

FINDINGS

The 2019 financial cycle analysis found that efforts to advance change or increase efficiency focused on four components of SCFA. Those components are:

- Human Resources
- Internal Cost Controls
- Financial Reporting
- Organizational Culture & Structure

HUMAN RESOURCES

It was found that basic Human Resource functions were not adhered to on a consistent basis resulting in a lack of compliance as well as unanticipated related labor costs.

Background

The former SCFA CalPERS enrollment compliance system was reliant on:

- the employee, whether prospective, new hire, or existing, providing informed and accurate CalPERS related information.
- Operations Management, rather than Administration / HR Staff, to make the initial determination of, or to monitor changes to, employee benefit eligibility status.

Efforts to ensure SCFA compliance with CalPERS Enrollment Requirements have been focused on three categories: Prospective Employees, New Hires, and Existing Employees

ACTION TAKEN - Level One - Prospective Employee

SCFA's existing employment application was reviewed and updated. The new application form has an expanded and more prominent section that addresses any current or past affiliation with CalPERS.

Having any CalPERS related information (are past employers a known participant in the CalPERS system?) on the initial application provides another document that SCFA can cross-check against subsequent forms to help ensure proper CalPERS enrollment.

ACTION TAKEN - Level Two - New Hires

Revised SCFA Employment Forms

The former SCFA CalPERS enrollment compliance system only utilized CalPERS form PERS-EAMD-139(317) NOTICE OF EXCLUSION FROM CalPERS MEMBERSHIP. This form does not address a potential past CalPERS affiliation.

Recently, SCFA staff was provided by Auditor-Controller Office (ACO) staff, County form PERS 139 - NOTICE OF EXCLUSION FROM PERS MEMBERSHIP. The County form captures more needed and relevant information. SCFA is now using both the CalPERS and the County forms in the New Hire process.

New SCFA New Hire Procedures

SCFA has instituted an additional new hire procedure step. All new hires names and their social security numbers are submitted to ACO staff to be cross-checked in the CalPERS system to check for any past or current CalPERS affiliation. This step must be made with the cooperation of ACO as SCFA does not have direct access to the CalPERS system.

ACTION TAKEN - Existing Employees

Internal Employee Benefit Eligibility Status Monitoring.

Under the prior SCFA enrollment compliance system an internal spread sheet was used to monitor benefit eligible employee work hours. Unfortunately, employees who were, at hire, initially classified as not eligible for benefits, were not monitored in the same fashion.

This bifurcation in the internal employee monitoring system did not always capture benefit related changes to non-benefit eligible employees.

SCFA now monitors all SCFA employees to ensure that all benefit thresholds are respected and adhered to.

An internal SCFA review found several current SCFA employees whose benefit eligibility status needed updating and adjusting.

Existing Employee Status and Information Update Interviews

On August 15, 2019 SCFA held an organizational wide team meeting. One of the meeting agenda items discussed was the need to update both personnel information as well as job descriptions. SCFA Administration / HR staff will be conducting individual interviews with each SCFA employee to update key information including reviewing benefit eligibility status.

It is intended that the Employee Update Interviews will become an annual event.

Recruitment for a dedicated HR position

In July of 2019, SCFA began a recruitment process for a position dedicated to HR activities. Over 30 resumes were received. Of those resumes received eleven applicants were contacted by email, emphasizing that this would be a part-time position, and invited to interview. Four applicants responded to the interview invitation. Three qualified candidates actually interviewed.

Through the interview process it became clear that SCFA current wage scale was not sufficient even for those seeking part time employment.

Unable to fill the position the recruitment process was suspended pending additional funding for the new position.

Conclusions

With the already implemented, as well as the ongoing HR procedure changes, SCFA is confident that past occurrences of non-compliance with CalPERS Enrollment Requirements will not be repeated. Now, at all levels of employment or hiring process, Administration / HR staff are involved and are monitoring any questions of benefit eligibility. This is a departure from the old system where benefit eligibility was only reviewed on a case by case basis and misinformation was sometimes given by underinformed non-Administration / HR staff.

It is important to note that, even with the current staffing levels, SCFA management and staff are committed, and have the staff bandwidth, to meet a standard of full compliance with CalPERS Enrollment Requirements. At each level of the employment process, (prospective employee, new hire, and existing employee) SCFA has inserted new or revised forms and procedures that specifically address CalPERS membership thresholds.

Perhaps, more importantly, the philosophy of compliance with personnel related rules and regulations is now demanded by the new SCFA management as a core business value. There is no compromise accepted in the compliance standards. Turning a blind eye to compliance is no longer accepted as a cost savings method.

INTERNAL COST CONTROL METHODS

Past SCFA cost control methods were based on static annual budget figures that were dependent on the accuracy of the initial revenue and expense projections. This method was rooted in the old SCFA business model where the majority of annual revenue came from live horse racing held during the annual Solano County Fair.

Without the predictable live horse racing revenue stream, the existing cost control methods of the old SCFA business model proved to be ineffective. While annual budgeted expense amounts were still adhered to, they were rarely adjusted to account for variations in corresponding revenue streams. Additionally, expenses were allocated to multiple internal accounts to take advantage of various internal revenue streams.

The net effect was that SCFA consistently had to dip into reserves to cover the difference between annual revenue and expenses.

The new, post-live horse racing, SCFA business model has evolved into a retail model, adaptable to a variable and volatile income stream. Effective cost control methods for the new SCFA business model required changes to:

- Annual budgeting format
- Establishing budget coordinated profit margins
- Internal SCFA Purchasing Procedures
- Adjustment to SCFA Scheduled Work Week

Definitions Used:

Secure Revenue Stream – A revenue stream that is not impacted by event attendance, weather, or other non-controllable, variable conditions. For SCFA, the Lease revenue is considered a secure revenue stream.

Non-Secure Revenue Stream – Any revenue stream that could be impacted by market conditions or immediate market demands including event attendance, weather, or other non-controllable conditions.

Primary Revenue Stream – A revenue stream that SCFA has direct influence over. Examples are a SCFA produced event where SCFA controls the price of admission, parking etc. For non-SCFA produced events a primary revenue stream would be charges for buildings and grounds or other charges that are not impacted by individual event dynamics.

Secondary Revenue Stream – A revenue stream that SCFA participates in but is dependent on external factors. An example would be a SCFA parking operation where all

the gross parking proceeds go to SCFA, but the parking revenue is directly dependent on the attendance of a non-SCFA produced event. The outside promoter controls the elements of the event that drive attendance. The success and profitability of SCFA's parking operation is directly dependent on the success of the individual event.

Background

In 2019, better than 70% of SCFA's gross income was non-secure, and a significant portion of that income that could be defined as a secondary revenue stream.

ACTION TAKEN – New Annual Budgeting Format

The 2020 SCFA budget presentation format was changed to reflect the new SCFA business model. The budget figures represent anticipated revenue and expenses, but more importantly the figures represent needed profit margins required to fulfill SCFA financial obligations and stated mission goals.

The value of the new budget format is not in its ability to accurately predict annual revenue and expenses, but rather in its ability to allow for continuing adjustments based on market conditions and demands.

ACTION TAKEN - Establishing budget coordinated profit margins

Because the majority of SCFA's revenue stream is non-secure all budgeted expenses figures are relative to actual revenue received. Increases in revenue activity will mean increases in related expenses, but newly embedded profit margins will help protect overall profitability. The new budget format with the embedded profit margins, is designed to allow for change and signals when needed revenue is required to cover any potential additional expenses.

ACTION TAKEN / PENDING - Internal SCFA Purchasing Procedures

Existing SCFA purchasing procedures allow for individual SCFA departments to have budgetary authority with budgetary control over purchases for their respective department. Each SCFA department manager acts as a purchasing agent for his/her department for supplies and services which fall under his/her area of expertise.

Past practices have tied this departmental purchasing authority to fixed annual budget figures. Maintaining needed profit margins are not included in existing purchasing policy.

SCFA Policy Committee will be reviewing needed changes to SCFA's Procurement Policy and will be making recommendations to the SCFA Board. In the interim, SCFA staff has established updated procedures for the bidding of SCFA Facility Rental events, recognizing SCFA profit centers and protecting SCFA profit margins.

ACTION TAKEN - Adjustment to SCFA Scheduled Work Week

Labor costs are SCFA's single biggest expense. A significant part of SCFA's labor costs are driven by onsite activities that transpire between Thursdays and Mondays. Existing SCFA scheduled work weeks begin on Saturday and end on the following Friday. The existing schedule format makes tracking labor costs associated with Thursday through Monday events difficult because work weeks, and associated payrolls, split SCFA's most intense activity periods.

To not interfere with SCFA employee take home pay, changes to SCFA's scheduled work week will not occur until May 2020. At that time the SCFA work week will be adjusted to begin on Wednesday and end on the following Tuesday. The new SCFA work week will capture the busiest workdays in one weekly schedule making controlling SCFA labor costs a more efficient exercise.

Conclusions:

Moving forward SCFA overall profitability will improve. The initial goal is for SCFA to have, on an annual basis, a Net Operating Position figure that represents 10% of total revenue. A 10% Net Operating Position figure will allow for annual contributions to SCFA's Reserve Fund, SCFA's Capital Improvement Fund, and SCFA's Unfunded Benefit/Pension Obligation fund.

FINANCIAL REPORTING

SCFA's financial reporting system was not efficient or effective as a management tool and did not provide easily understood financial documents for SCFA Board, or Solano County officials.

ACTION TAKEN – Monthly Operating Reports that include overhead costs allocated to all SCFA departments.

Working closely with Solano County's Office of Auditor-Controller, SCFA implemented an overhead cost allocation system in late 2018. That system has been monitored throughout 2019 and adjustments have been made that are reflected in the SCFA 2020 proposed budget. (Please see 2020 Budget Report for details.)

ACTION TAKEN – Exploring other software options for financial reporting.

Currently, SCFA financial reporting is dependent on its internal accounting software, (Sage 300), an external payroll service (Benefit Mall), and a series of internally produced spreadsheets. The various components of this system are not integrated and are labor intensive. SCFA staff will work closely with County Auditor's Office to explore other financial reporting software that could integrate the various financial reporting functions now done by standalone components.

ACTION TAKEN – Moving from a Biennial to an Annual Audit

Currently, Solano County's Office of the Auditor-Controller conducts a biennial audit of SCFA's financial statements. SCFA has requested, and the County Auditor Office has agreed, to move to an annual audit. This move will allow SCFA more timely feedback, as well as needed post audit adjustments, resulting in SCFA's financial reports being more accurate.

Conclusions:

With the introduction of, and subsequent adjustments to, the cost allocation system, SCFA is now able to produce financial statements that can be used as management tools while also providing clear financial information for policy makers.

The change to an annual audit format will allow for more timely input from the County Auditor's Office.

Organizational Structure & Culture

The new SCFA Organizational Culture is one that is focused on transparency and serving the citizens of Solano County. While SCFA has always been structured as a non-profit it has not always followed the traditional non-profit model.

ACTION TAKEN – Re-establishing SCFA's volunteer base

SCFA Board has taken steps to strengthen SCFA's volunteer base utilizing community outreach efforts and offering local non-profits the opportunity to pay some SCFA fees through providing volunteer time in lieu of cash payments.

ACTION TAKEN – Updating SCFA Job Descriptions & Organizational Chart

There is an ongoing effort to review and amend the existing organizational chart as well as updating current SCFA job descriptions. Many of the existing SCFA job descriptions are hold overs from the old SCFA business model. The duties and responsibilities of many of the old positions have been consolidated into fewer positions. Currently it is not unusual for a single SCFA position to have duties and responsibilities that were formerly handled by multiple positions.

SCFA has a very low personnel turn-over rate. This loyal workforce has served SCFA well. One side effect of having longevity in the workplace is that organizations become dependent on the people holding the position and not on the position itself. SCFA finds itself in that position and has acknowledged that a succession planning strategy needs to be formulated.

Conclusions

SCFA Board and staff are intent on establishing a traditional non-profit structure that is deeply connected to the Solano County community, provides volunteer opportunities for those that wish to serve, and provides real value as an agent of the County of Solano.



SOLANO COUNTY FAIR ASSOCIATION 2020 PROPOSED BUDGET

Mike Ioakimedes – SCFA Executive Director
mioak@scfair.org

Solano County Fair Association 2020 Proposed Budget

Budget Background and Narrative	1-7
Summary of Revenue and Expenses – All Operations	8
Detail of Revenue and Expenses – Annual Solano County Fair.....	9
Detail of Revenue and Expenses – Annual Solano County Youth Ag Day	10
Detail of Revenue and Expenses – Facility Rentals	11
Detail of Revenue and Expenses – Solano Race Place	12
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Detail of Revenue and Expenses – Guest Safety	17
Detail of Revenue and Expenses – Emergency Response/Other	18

SUMMARY:

The Solano County Fair Association (SCFA) operates on a calendar year budget. The SCFA 2020 budget was approved by the SCFA's Board of Directors at its meeting on March 25, 2020 and is forwarded to the Board of Supervisors for its concurrence and approval.

The proposed 2020 budget addresses the anticipated operations of the annual Solano County Fair from June 18 to June 21, 2020, the annual Youth Ag Day on March 17, 2020, year-round operation and rental of the Fairgrounds, The Solano Race Place satellite wagering facility, the electronic billboard, management of several property leases, and on-going preparations for future emergency response demands.

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 other available resources. The SCFA budget does not impact the County General Fund.

BUDGET DISCUSSION:

Fairgrounds Facility Information:

- 5 major buildings containing a combined total of 61,400 square feet of event space
- 5 paved acres inside the ground
- On-site parking for up to 5,600 vehicles
- Outdoor Arena with lawn seating for 4,000 plus 1,000 permanent bleacher seats
- Livestock Barns including three show / sales rings and an office trailer
- 34-site RV Park located on grounds with an additional 80 sites available for special events

SCFA Financial Reporting Structure

Financial Reports / Overhead Cost Allocation– SCFA's financial activity is divided into 10 departments for reporting purposes. Three departments are allocated to overhead and their combined costs make up the "Overhead Costs". Overhead Costs are proportionally allocated amongst the remaining seven revenue producing departments identified on SCFA financial statements as the *Overhead Cost Allocation*.

The Source Overhead Cost Allocation Departments are:

- Administration
- Maintenance
- Guest Safety

The Revenue Producing Departments are:

- Annual Solano County Fair
- Solano County Youth Ag Day
- SCFA Facility Rentals
- Solano Race Place
- Leases
- Electronic Sign
- Emergency Response / Other

The Current Cost Allocation Distribution Ratio:

• Facility Rentals	55.0%
• Electronic Billboard	1.5%
• Leases	3.5%
• Solano County Youth Ag Day	2.0%
• Solano Race Place	15.0%
• Annual Solano County Fair	22.0%
• Emergency Response / Other	<u>1.0%</u>
Total	100.0%

Proposed 2020 Financial Reporting Changes / Adjustments

Background – Proposed changes or adjustments to SCFA’s 2020 Financial Reporting Format are driven by the need to standardize expenditure allocations, to account for known or anticipated expense increases, and to harmonize with the Overhead Cost Allocation system that was introduced in 2019.

Individual costs that could not be accurately allocated to a specific SCFA department were moved to the Administration (Admin) or Maintenance (Maint) departments so those charges could be allocated within the Overhead Cost Allocation process.

2020 Proposed Changes**Revenue**

The State of California derived revenue has been moved to the Admin Department. Please see notes in the Administration Department recap. .33 Funds have been moved to Solano Race Place revenue.

Expenses

- Charges for landline and cellphone services are moved from expense account *Supplies and Expenses* to expense account *Utilities*.
- Charges for alarm system are moved from expense account *Professional Services* to expense account *Utilities*. These are expensed directly to individual departments.
- Electrical charges are directly allocated to individual departments as SCFA has recently installed electrical sub-meters that allow for specific and accurate electrical cost allocations.
- Natural Gas charges are also directly allocated to individual departments.
- Water charges have been moved to the Maint. department as they do not have the same extensive sub-metering as the electric charges do. These charges will be allocated through the Overhead Cost Allocation system.
- The entire cost of Liability Insurance has been moved to Admin to be expensed through the Overhead Cost Allocation system.
- The Liability Insurance total amount has been increased to reflect the announced rate increase.
- The total amount for Worker’s Compensation insurance has been increased to reflect the announced rate increase.
- The *Travel / Ag Day Buses* account is re-titled *Ag Day Buses* and will now be used exclusively for Ag Day Bus expenses.
- Travel costs have been moved from the *Travel / Ag Day Buses* expense account to the *Training, Seminars, Meals, Incidentals* expense account.
- The *Training, Seminars, Meals, Incidentals* account is re-titled *Travel, Training, Seminars, Meals* and will be used to capture all onsite and offsite related activity.

- Unless specific to an individual department, all training costs, both required and discretionary, are now reflected in Admin so that they can be expensed through the Overhead Cost Allocation system.
- Charges for software subscriptions are moved from expense account *Dues, Permits, Assessments* to account *Equipment (non-capitalized)*. Software subscriptions are relatively new and could also be expensed under *Supplies and Expenses*.
- The department *Other* is re-titled *Emergency Response / Other* so that actual emergency response costs as well as emergency response preparation expenses can be tracked.
- The Depreciation Cost Allocation line is moved below the Net Operational Position. Due to relatively recent demolition activity much of what makes up SCFA's depreciation schedule is no longer relevant.
- Below the Net Operating Position there have been three *Post Operational Allocation* lines added. Those lines are:
 - SCFA Reserve Fund
 - Capital Improvements
 - Unfunded Benefit/Pension Obligation

These activities are placed below the *Net Operating Position* as decisions on any potential *Post Operational Allocations* will be determined by the SCFA Board as part of their year-end review.

2020 SCFA Department Synopses

Administration

Overview – Items recorded as Administration (Admin) expense reflect operational activity that supports the entire SCFA operation. This includes maintaining regular office hours, supporting day-to-day interactions with the public, and providing daily administrative resources for the rest of SCFA's operation.

All business support activities including, Human Resources, Finance, Payroll, Contract Development, Business Development, are captured as an Admin expense.

As noted earlier, the entire liability insurance cost is expensed in Admin and then distributed via the Overhead Cost Allocation system. All organization-wide training expenses are handled using the same methodology. Labor costs associated with training activities are expensed through the corresponding employee department.

Personnel	Executive Director	1.00 FTE
	Operations Manager	1.00 FTE
	Accounting Staff II	1.00 FTE
	Administrative Assistant / Receptionist I	0.37 FTE
	Facility Rental / Event Coordinator I	0.75 FTE
	Administrative Assistant / Receptionist I	0.20 FTE

Administration Revenue – Funding from the State of California and interest income have been moved from the *Emergency Response / Other* department to *Administration*. At present these funds are used to support activities that are captured as Admin expenses.

Included in these funds are \$50,000 in anticipated new revenue as a result of new state dedicated funding (AB 1499).

Administration Expenses – 2020 Admin -*Wages/Payroll Tax* account reflects an increase over 2019 due to filling a vacant position. A decrease in 2020 Admin-*Professional Services* vs. 2019 Admin-*Professional Services* is due to the elimination of the corresponding contracted Admin position.

Admin-Travel, Training, Seminars, Meals includes all organization wide training needs including mandated harassment training, funding for a 2020 SCFA Strategic Planning Session and attending the annual Western Fairs Association annual conference.

Maintenance

Personnel	Event Services / Maintenance Lead	1.00 FTE
	Event Services / Maintenance Staff II (Landscaping)	1.00 FTE
	Event services / Maintenance Staff I (General)	1.00 FTE

Maintenance Revenue – None

Maintenance Expenses – Maintenance expenses reflect direct costs associated with the care and maintenance of the fairgrounds compound. Any Maintenance crew costs incurred by other departments are expensed to that department and are included in that department's wage expense. An additional \$10,000 in annual labor costs has been budgeted to account for unanticipated fairgrounds maintenance or repair.

All fairgrounds related water and sewer charges are expensed to Maintenance and distributed through the Cost Allocation System.

Guest Safety

Personnel	Guest Services / Admissions / Parking Lead	.10 FTE
	Guest Service Staff	.75 FTE
	Guest Service Staff	.40 FTE
	Guest Service Staff	.34 FTE

Guest Safety Revenue – None

Guest Safety Expenses – Guest Safety labor associated costs reflect the staffing levels needed to maintain current fairgrounds operational hours. Expanded hours such as holidays and extended horse racing schedules are included in budgeted amounts.

Annual Solano County Fair

Personnel – No personnel report to *Annual Solano County Fair* as a home department.

Fair Revenue – Revenues for the 2020 Annual Solano County Fair are projected to increase approximately eight percent over 2019 figures. The increase in funds are projected to come from an increase in fair patron spending, a slight increase in vendor commercial space fees, and an increase in both Fair Sponsorship and In-Kind Sponsorship.

Fair Expenses – 2020 Solano County Fair expenses are projected to remain relatively stable as compared to 2019 figures.

Solano County Youth Ag Day

Personnel – No personnel report to *Youth Ag Day* as a home department.

Ag Day Revenue – Ag Day donations are projected to increase to \$50,000 in 2020. The anticipated increase reflects a new out-reach strategy designed to highlight the tremendous benefit Youth Ag Day provides to Solano County’s 3rd graders.

Ag Day Expenses – Each Ag Day has approximately 160 hours of SCFA staff time (Maintenance, Parking, Guest Safety, and Janitorial) in actual pre-event set-up, event day work, and post event strike.

Each Ag Day is supported by over 100 volunteers contributing over 500 total volunteer hours for this event alone.

Facility Rentals (Year-Round Events)

Personnel – No Personnel report to *Facility Rentals* as a home department.

Facility Rental Revenue – 2020 Facility Rental Revenue is projected to be similar to 2019 actuals.

Facility Rental Expenses – Facility Rental Expenses are projected to be in line with 2019 expenses except for labor and associated costs. The projected labor cost has been reduced to reflect newly established profit margins. Existing contacts may hinder immediate application of new profit margins possibly precluding a positive Operating Position.

Emergency Response / Other

Personnel – No Personnel report to *Emergency Response / Other* as a home department.

Emergency Response / Other Revenue – The 2020 SCFA budget does not include any anticipated revenue for *Emergency Response / Other*. Revenue would only occur should SCFA facilities be activated in response to an emergency.

Emergency Response / Other Expenses – The *Emergency Response / Other* expenses are \$1,000 in potential *Buildings and Grounds* expenses, \$500 for emergency response training, and \$11,602 in Overhead Cost allocation.

Solano Race Place Revenue (Satellite Wagering)

Personnel	Satellite Wagering Facility Manager	1.00 FTE
	Satellite Wagering Lead	1.00 FTE
	Satellite Wagering Staff II	1.00 FTE
	Satellite Wagering Staff I	0.43 FTE
	Satellite Wagering Staff II	0.60 FTE

Solano Race Place Revenue – Race Place revenue consists of two distinct revenue streams: on-site produced revenue and off-site track commissions. 2020 Race Place Revenue projections reflect both revenue streams to be consistent with 2019 totals. .33 Funds have been moved to Race Place Revenue as this funding stream exists only because of the ongoing Race Place operation.

Raising the current admission price from \$5 to \$6 is being considered and, if implemented, would offset much of Race Place’s projected annual deficit.

Solano Race Place Expenses – 2020 projected Race Place expenses are projected to remain consistent with 2019 totals except for the decreased labor costs. 2020 budgeted labor costs reflect minimum staffing levels with an additional 200 hours allocated to cover sick and vacation leaves.

Leases

Personnel – No Personnel report to *Leases* as a home department.

Lease Revenue – Projected lease revenue figures are provided by County of Solano staff. Revenue figures reflect any increase in current lease agreements.

Lease Expenses - \$5,000 in *County Services* reflects anticipated processing fees charged by County of Solano. *Dues, Permits and Assessments* expenses are a landscaping assessment that the fairgrounds participate in. The *Equipment Rental* charges are for the Gem & Mineral porta-potty and hand wash station.

Electronic Sign

Personnel – No Personnel report to *Electronic Sign* as a home department.

Electronic Sign Revenue – Electronic Billboard revenue is projected to be a conservative \$90,000 in 2020. Currently, annual contracts result in an ongoing 70% booking level. There are existing opportunities for additional annual ad commitments, but any additional annual commitments might preclude space availability for shorter terms users as well as promoting onsite events.

Electronic Sign Expenses – Electronic Billboard expenses remain somewhat consistent with previous years when anticipated increased utility costs and allocation cost changes are factored in. Labor costs reflect the management of sign time, the posting of the ads, correspondence with potential advertisers, and occasional ad layout adjustments.

Employee Positions

In 2019, 3.6 positions were either eliminated or duties/responsibilities shifted to another position. The 2020 budget continues the downsizing trend. The 2019 SCFA budget had 24 positions reflecting 14.9 FTE. The 2020 SCFA budget reflects a reduction to 18 positions reflecting 12.89 FTE.

Cost of Living Adjustments (COLAs)

There are no Cost of Living Adjustments included in the 2020 budget.

Merit / Parity Salary Adjustments (M/PSAs)

There are no Merit / Parity Salary Adjustments included in the 2020 budget.

Payroll Taxes and Employee Benefits

Payroll Taxes - SCFA has completed and made a timely filing on all required (state and federal), payroll tax reporting forms. SCFA has made all necessary payroll tax related payments.

Employee Benefits – All employee benefits are calculated, reconciled, and recorded with each SCFA payroll period. The outstanding vacation benefit liability is reflected on SCFA's Balance Sheet, under both Current Liabilities and Non-Current Liabilities, as Compensated Absences.

Public Employees Retirement System (PERS)

The estimated Pension Expense calculated for 2020 used the most current rates as provided by the County. The budget amount reflected as a Pension Expense includes not only current PERS liability, but also debt service payments against County Pension Obligation Bonds (POB) and the County's Unfunded Actuarial Liability (UAL).

For 2019, the total Pension Expense breakdown is as follows:

Normal Cost (Current PERS Liability)

With every payroll SCFA remits to Solano County the current portion of SCFA's PERS liability. In 2019, that rate was 10.24% for the first half of the year and 10.681% for the second half of the year. The total amount paid for the current portion of the SCFA's 2019 PERS liability was \$64,683.

POB Debt Service

Additionally, each pay period SCFA remits to the County its share of the Pension Obligation Bonds (POB) liability by applying the POB rate as determined by the County Pension Advisory Committee to SCFA's PERS wages. The POB rate for the first half of 2019 was 1.543% and 1.525% for the second half of 2019. The total amount for 2019 that SCFA paid towards its share of the 2019 POB liability was \$9,490.

UAL Debt Service

Along with the POB debt service payments, SCFA also remits to the County its share of the UAL liability. The UAL rate for the first half of 2019 was 12.699% and 14.59% for the second half of 2019. The total amount paid in 2019 towards SCFA's portion of the UAL liability was \$84,288.

Additional Long-term PERS Liability Payments

The long-term PERS' liability is also addressed as a Post-Operational Allocation. The 2020 budget projects an additional \$30,000 to be applied towards the long-term pension liability.

Discretionary Wages Budget

There are no discretionary wage funds included in the 2020 budget.

SCFA General Fund Reserve Policy

SCFA has an established General Fund Reserve Policy that is intended as additional insurance against disasters, emergencies and unforeseen expenditures. Under the Reserve Policy SCFA strives to maintain a General Fund reserve equal to 10% of annual budgeted General Fund expenditures. The 2020 SCFA budget anticipates making a \$30,000 contribution toward the Reserve Policy funding goal.

SCFA Capital Improvement Fund

Part of SCFA's core mission is to use, manage and maintain the Fairgrounds Property. In 2019, SCFA assessed the Fairgrounds buildings and grounds. Based on that assessment, SCFA submitted a funding proposal to the State of California for building improvement funds available under SB 5. SCFA's application was well received but did not make the final funding list. The application was re-submitted for the second round of funding. At the time of this report the selection of final funding candidates had not been determined.

In addition to attempting to secure outside funding, SCFA's 2020 budget forecasts \$30,000 becoming available for the SCFA Capital Improvement Fund.

Solano County Fair Association <i>Proposed 2020 Budget</i>	Summary		
	2019 Year End	2019 Budget	2020 Proposed Budget
Operating Revenues			
Fair Gate Admissions	-	-	-
Fair Parking / RV Space Rental	113,919	5,000	74,051
Fair Concessions / Carnival	72,342	-	83,085
Fair Commercial Space	14,055	-	16,000
Fair Entry Fees	9,040	9,000	9,200
Facility Rental	1,153,574	1,206,000	1,153,574
Satellite Wagering	568,089	550,000	566,800
Lease revenue	825,947	816,907	843,371
Sign Revenue	88,146	110,000	90,000
Sponsorship	50,689	42,000	86,000
Sponsorship In-Kind	4,199	3,500	23,200
Donations / Reimbursements	6,688	-	-
Gain (Loss) on sale of an Asset	-	-	-
Miscellaneous	2,376	-	2,100
State Apportionment	32,487	32,487	82,487
Other Non-Operating Revenue	-	-	-
Interest Revenue	4,815	500	4,500
.33 Funds	37,994	41,000	37,500
Total Operating Revenue	2,984,359	2,816,394	3,071,868
Operating Expenses			
Wages/Payroll Tax	1,086,873	842,607	1,034,149
Payroll Accrued	10,093	-	-
Workers' Comp/Health/Comp Absences	188,005	180,001	155,548
Pension Expense	158,462	154,300	154,980
Professional Services	369,473	233,000	240,501
Supplies and Expenses	131,204	72,500	94,034
Utilities	286,612	275,000	349,244
Equipment Maintenance	43,715	45,000	47,500
Liability Insurance	120,783	112,364	135,216
Dues, Permits, Assessments	85,242	110,000	85,572
Buildings and Grounds	86,714	224,000	64,800
Advertising/Promo/Publications	38,757	40,000	56,628
Ag Day Buses	24,251	17,700	22,100
Travel, Training, Seminars, Meals	3,459	300	9,350
Directors' Expense	-	8,000	8,000
Equipment Rental	124,493	75,000	119,700
Entertainment-Stages and ground	6,450	25,000	25,000
Premiums	28,717	30,350	30,000
Bank Charges, Credit Card Fees	11,450	10,500	11,550
Cash Short/(over), bad debt	1,074	-	-
Equipment (non capitalized)	17,547	10,000	14,785
County Services	-	-	67,000
Special Projects / Capital Improvement	-	-	-
Unfunded Benefit/Pension Obligation	-	100,000	-
Donated Services/Sponsor Expenses	31,523	23,000	31,429
Interest Expense	13,249	19,000	10,308
Overhead Cost allocation	(1)	-	0
Total Operating Expenses	2,868,145	2,607,622	2,767,395
Net Operating Position	116,214	208,772	304,473
Post Operational Allocations			
SCFA Reserve Fund	TBD	-	30,000
Capital Improvements	TBD	-	30,000
Unfunded Benefit/Pension Obligation	TBD	-	30,000
Depreciation Cost Allocation	178,539	-	124,979
Net Organizational Position	(62,325)	208,772	89,494

Solano County Fair Association <i>Proposed 2020 Budget</i>	Annual Solano County Fair		
	2019 Year End	2019 Budget	2020 Proposed Budget
Operating Revenues			
Fair Gate Admissions	-	-	-
Fair Parking / RV Space Rental	113,919	5,000	74,051
Fair Concessions / Carnival	72,342	-	83,085
Fair Commercial Space	14,055	-	16,000
Fair Entry Fees	9,040	9,000	9,200
Facility Rental			
Satellite Wagering			
Lease revenue			
Sign Revenue			
Sponsorship	7,970	17,000	36,000
Sponsorship In-Kind	-	-	19,000
Donations / Reimbursements			
Gain (Loss) on sale of an Asset			
Miscellaneous	2,376	-	2,100
State Apportionment			
Other Non-Operating Revenue			
Interest Revenue			
.33 Funds			
Total Operating Revenue	219,701	31,000	239,436
Operating Expenses			
Wages/Payroll Tax	157,280	52,963	157,280
Payroll Accrued	-	-	-
Workers' Comp/Health/Comp Absences	8,478	2,855	9,196
Pension Expense	-	-	-
Professional Services	99,866	19,950	52,158
Supplies and Expenses	18,138	6,485	16,534
Utilities	17,862	5,350	18,037
Equipment Maintenance	-	-	-
Liability Insurance	10,946	300	540
Dues, Permits, Assessments	3,055	3,175	1,000
Buildings and Grounds	914	4,300	2,000
Advertising/Promo/Publications	16,617	13,350	27,500
Ag Day Buses	961	2,500	-
Travel, Training, Seminars, Meals	1,941	-	500
Directors' Expense	-	1,000	1,000
Equipment Rental	39,670	12,900	40,000
Entertainment-Stages and ground	6,450	25,000	25,000
Premiums	28,717	30,350	30,000
Bank Charges, Credit Card Fees	886	350	1,000
Cash Short/(over), bad debt	1,123	-	-
Equipment (non capitalized)	280	450	1,085
County Services	-	-	-
Special Projects / Capital Improvement	-	-	-
Unfunded Benefit/Pension Obligation	-	-	-
Donated Services/Sponsor Expenses	-	3,000	-
Interest Expense	-	-	-
Overhead Cost allocation	226,501	-	255,241
Total Operating Expenses	639,685	184,278	638,071
Net Operating Position	(419,984)	(153,278)	(398,635)
Post Operational Allocations			
SCFA Reserve Fund			
Capital Improvements			
Unfunded Benefit/Pension Obligation			
Depreciation Cost Allocation	39,279	-	27,495
Net Organizational Position	(459,263)	(153,278)	(426,130)

Solano County Fair Association <i>Proposed 2020 Budget</i>	Annual Solano County Youth Ag Day		
	2019 Year End	2019 Budget	2020 Proposed Budget
Operating Revenues			
Fair Gate Admissions			
Fair Parking / RV Space Rental			
Fair Concessions / Carnival			
Fair Commercial Space			
Fair Entry Fees			
Facility Rental			
Satellite Wagering			
Lease revenue			
Sign Revenue			
Sponsorship	42,719	25,000	50,000
Sponsorship In-Kind	4,199	3,500	4,200
Donations / Reimbursements			
Gain (Loss) on sale of an Asset			
Miscellaneous			
State Apportionment			
Other Non-Operating Revenue			
Interest Revenue			
.33 Funds			
Total Operating Revenue	46,918	28,500	54,200
Operating Expenses			
Wages/Payroll Tax	16,193	16,148	3,445
Payroll Accrued	-	-	-
Workers' Comp/Health/Comp Absences	938	870	202
Pension Expense	-	-	-
Professional Services	5,110	1,600	750
Supplies and Expenses	6,464	7,675	6,250
Utilities	366	-	235
Equipment Maintenance	-	-	-
Liability Insurance	2,375	-	-
Dues, Permits, Assessments	-	-	-
Buildings and Grounds	-	300	300
Advertising/Promo/Publications	818	250	3,000
Ag Day Buses	20,314	12,200	22,000
Travel, Training, Seminars, Meals	-	-	-
Directors' Expense	-	-	-
Equipment Rental	1,106	1,450	1,450
Entertainment-Stages and ground	-	-	-
Premiums	-	-	-
Bank Charges, Credit Card Fees	33	-	50
Cash Short/(over), bad debt	-	-	-
Equipment (non capitalized)	-	100	100
County Services	-	-	-
Special Projects / Capital Improvement	-	-	-
Unfunded Benefit/Pension Obligation	-	-	-
Donated Services/Sponsor Expenses	-	-	-
Interest Expense	-	-	-
Overhead Cost allocation	20,591	-	23,204
Total Operating Expenses	74,308	40,593	60,986
Net Operating Position	(27,390)	(12,093)	(6,786)
Post Operational Allocations			
SCFA Reserve Fund			
Capital Improvements			
Unfunded Benefit/Pension Obligation			
Depreciation Cost Allocation	3,571	-	2,500
Net Organizational Position	(30,961)	(12,093)	(9,286)

Solano County Fair Association <i>Proposed 2020 Budget</i>	Facility Rentals		
	2019 Year End	2019 Budget	2020 Proposed Budget
Operating Revenues			
Fair Gate Admissions			
Fair Parking / RV Space Rental			
Fair Concessions / Carnival			
Fair Commercial Space			
Fair Entry Fees			
Facility Rental	1,153,574	1,206,000	1,153,574
Satellite Wagering			
Lease revenue			
Sign Revenue			
Sponsorship			
Sponsorship In-Kind			
Donations / Reimbursements			
Gain (Loss) on sale of an Asset			
Miscellaneous			
State Apportionment			
Other Non-Operating Revenue			
Interest Revenue			
.33 Funds			
Total Operating Revenue	1,153,574	1,206,000	1,153,574
Operating Expenses			
Wages/Payroll Tax	201,977	181,435	120,148
Payroll Accrued	-	-	-
Workers' Comp/Health/Comp Absences	22,250	20,582	10,011
Pension Expense	5,985	11,100	-
Professional Services	123,453	83,950	102,497
Supplies and Expenses	48,685	17,260	31,719
Utilities	84,433	80,300	84,471
Equipment Maintenance	2,609	1,200	2,600
Liability Insurance	46,849	3,500	4,000
Dues, Permits, Assessments	2,674	1,900	2,674
Buildings and Grounds	23,622	26,300	23,000
Advertising/Promo/Publications	11,309	13,600	14,000
Ag Day Buses	301	250	-
Travel, Training, Seminars, Meals	-	-	-
Directors' Expense	-	-	-
Equipment Rental	70,559	50,933	70,550
Entertainment-Stages and ground	-	-	-
Premiums	-	-	-
Bank Charges, Credit Card Fees	2,690	3,950	3,000
Cash Short/(over), bad debt	(52)	-	-
Equipment (non capitalized)	10,180	3,850	8,000
County Services	-	-	-
Special Projects / Capital Improvement	-	-	-
Unfunded Benefit/Pension Obligation	-	-	-
Donated Services/Sponsor Expenses	22,335	-	21,429
Interest Expense	-	-	-
Overhead Cost allocation	566,254	-	638,102
Total Operating Expenses	1,246,113	500,110	1,136,200
Net Operating Position	(92,539)	705,890	17,374
Post Operational Allocations			
SCFA Reserve Fund			
Capital Improvements			
Unfunded Benefit/Pension Obligation			
Depreciation Cost Allocation	98,196	-	68,738
Net Organizational Position	(190,735)	705,890	(51,364)

Solano County Fair Association <i>Proposed 2020 Budget</i>	Solano Race Place		
	2019 Year End	2019 Budget	2020 Proposed Budget
Operating Revenues			
Fair Gate Admissions			
Fair Parking / RV Space Rental			
Fair Concessions / Carnival			
Fair Commercial Space			
Fair Entry Fees			
Facility Rental			
Satellite Wagering	568,089	550,000	566,800
Lease revenue			
Sign Revenue			
Sponsorship			
Sponsorship In-Kind			
Donations / Reimbursements			
Gain (Loss) on sale of an Asset			
Miscellaneous			
State Apportionment			
Other Non-Operating Revenue			
Interest Revenue			
.33 Funds			37,500
Total Operating Revenue	568,089	550,000	604,300
Operating Expenses			
Wages/Payroll Tax	215,782	191,358	195,068
Payroll Accrued	-	-	-
Workers' Comp/Health/Comp Absences	43,777	48,713	40,717
Pension Expense	38,889	35,000	41,577
Professional Services	63,848	65,800	58,000
Supplies and Expenses	10,884	7,700	7,900
Utilities	39,741	43,835	47,663
Equipment Maintenance	847	1,500	1,500
Liability Insurance	18,102	-	-
Dues, Permits, Assessments	18,416	11,400	19,000
Buildings and Grounds	11,834	10,000	10,000
Advertising/Promo/Publications	9,885	12,800	11,500
Ag Day Buses	10	400	-
Travel, Training, Seminars, Meals	-	300	300
Directors' Expense	-	-	-
Equipment Rental	-	500	500
Entertainment-Stages and ground	-	-	-
Premiums	-	-	-
Bank Charges, Credit Card Fees	-	-	-
Cash Short/(over), bad debt	3	-	-
Equipment (non capitalized)	430	1,600	900
County Services	-	-	-
Special Projects / Capital Improvement	-	-	-
Unfunded Benefit/Pension Obligation	-	-	-
Donated Services/Sponsor Expenses	-	-	-
Interest Expense	-	-	-
Overhead Cost allocation	154,433	-	174,028
Total Operating Expenses	626,881	430,906	608,653
Net Operating Position	(58,792)	119,094	(4,353)
Post Operational Allocations			
SCFA Reserve Fund			
Capital Improvements			
Unfunded Benefit/Pension Obligation			
Depreciation Cost Allocation	26,781	-	18,747
Net Organizational Position	(85,573)	119,094	(23,100)

Solano County Fair Association <i>Proposed 2020 Budget</i>	Leases		
	2019 Year End	2019 Budget	2020 Proposed Budget
Operating Revenues			
Fair Gate Admissions			
Fair Parking / RV Space Rental			
Fair Concessions / Carnival			
Fair Commercial Space			
Fair Entry Fees			
Facility Rental			
Satellite Wagering			
Lease revenue	825,947	816,907	843,371
Sign Revenue			
Sponsorship			
Sponsorship In-Kind			
Donations / Reimbursements			
Gain (Loss) on sale of an Asset			
Miscellaneous			
State Apportionment			
Other Non-Operating Revenue			
Interest Revenue			
.33 Funds			
Total Operating Revenue	825,947	816,907	843,371
Operating Expenses			
Wages/Payroll Tax	-	-	-
Payroll Accrued	-	-	-
Workers' Comp/Health/Comp Absences	-	-	-
Pension Expense	-	-	-
Professional Services	-	-	-
Supplies and Expenses	-	-	-
Utilities	17,586	43,900	19,525
Equipment Maintenance	-	-	-
Liability Insurance	5,243	-	-
Dues, Permits, Assessments	55,848	82,225	55,848
Buildings and Grounds	694	2,500	2,500
Advertising/Promo/Publications	-	-	-
Ag Day Buses	-	-	-
Travel, Training, Seminars, Meals	-	-	-
Directors' Expense	-	-	-
Equipment Rental	1,308	2,500	2,500
Entertainment-Stages and ground	-	-	-
Premiums	-	-	-
Bank Charges, Credit Card Fees	-	-	-
Cash Short/(over), bad debt	-	-	-
Equipment (non capitalized)	-	-	-
County Services	-	-	5,000
Special Projects / Capital Improvement	-	-	-
Unfunded Benefit/Pension Obligation	-	-	-
Donated Services/Sponsor Expenses	-	-	-
Interest Expense	13,249	19,000	10,308
Overhead Cost allocation	36,034	-	40,606
Total Operating Expenses	129,962	150,125	136,288
Net Operating Position	695,985	666,782	707,083
Post Operational Allocations			
SCFA Reserve Fund			
Capital Improvements			
Unfunded Benefit/Pension Obligation			
Depreciation Cost Allocation	6,249	-	4,374
Net Organizational Position	689,736	666,782	702,709

Solano County Fair Association <i>Proposed 2020 Budget</i>	Electronic Sign		
	2019 Year End	2019 Budget	2020 Proposed Budget
Operating Revenues			
Fair Gate Admissions			
Fair Parking / RV Space Rental			
Fair Concessions / Carnival			
Fair Commercial Space			
Fair Entry Fees			
Facility Rental			
Satellite Wagering			
Lease revenue			
Sign Revenue	88,146	110,000	90,000
Sponsorship			
Sponsorship In-Kind			
Donations / Reimbursements			
Gain (Loss) on sale of an Asset			
Miscellaneous			
State Apportionment			
Other Non-Operating Revenue			
Interest Revenue			
.33 Funds			
Total Operating Revenue	88,146	110,000	90,000
Operating Expenses			
Wages/Payroll Tax	2,883	2,414	2,687
Payroll Accrued	-	-	-
Workers' Comp/Health/Comp Absences	162	130	157
Pension Expense	-	-	-
Professional Services	534	2,500	500
Supplies and Expenses	306	75	300
Utilities	46,384	45,000	51,861
Equipment Maintenance	-	500	500
Liability Insurance	5,243	-	-
Dues, Permits, Assessments	250	1,225	750
Buildings and Grounds	1,571	1,500	1,500
Advertising/Promo/Publications	-	-	500
Ag Day Buses	-	50	-
Travel, Training, Seminars, Meals	-	-	50
Directors' Expense	-	-	-
Equipment Rental	-	1,000	200
Entertainment-Stages and ground	-	-	-
Premiums	-	-	-
Bank Charges, Credit Card Fees	346	-	500
Cash Short/(over), bad debt	-	-	-
Equipment (non capitalized)	86	-	200
County Services	-	-	-
Special Projects / Capital Improvement	-	-	-
Unfunded Benefit/Pension Obligation	-	-	-
Donated Services/Sponsor Expenses	9,188	-	10,000
Interest Expense	-	-	-
Overhead Cost allocation	15,443	-	17,403
Total Operating Expenses	82,396	54,394	87,107
Net Operating Position	5,750	55,606	2,893
Post Operational Allocations			
SCFA Reserve Fund			
Capital Improvements			
Unfunded Benefit/Pension Obligation			
Depreciation Cost Allocation	2,678	-	1,875
Net Organizational Position	3,072	55,606	1,018

Solano County Fair Association <i>Proposed 2020 Budget</i>	Administration		
	2019 Year End	2019 Budget	2020 Proposed Budget
Operating Revenues			
Fair Gate Admissions			
Fair Parking / RV Space Rental			
Fair Concessions / Carnival			
Fair Commercial Space			
Fair Entry Fees			
Facility Rental			
Satellite Wagering			
Lease revenue			
Sign Revenue			
Sponsorship			
Sponsorship In-Kind			
Donations / Reimbursements			
Gain (Loss) on sale of an Asset			
Miscellaneous			
State Apportionment			82,487
Other Non-Operating Revenue			-
Interest Revenue			4,500
.33 Funds			
Total Operating Revenue	-	-	86,987
Operating Expenses			
Wages/Payroll Tax	328,891	265,715	361,765
Payroll Accrued	10,093	-	-
Workers' Comp/Health/Comp Absences	73,010	68,565	61,240
Pension Expense	70,845	66,000	75,617
Professional Services	49,362	55,700	25,821
Supplies and Expenses	21,225	9,096	8,931
Utilities	13,097	-	27,153
Equipment Maintenance	2,453	500	2,500
Liability Insurance	14,742	108,564	129,076
Dues, Permits, Assessments	4,696	9,825	6,000
Buildings and Grounds	3,962	-	4,000
Advertising/Promo/Publications	128	-	128
Ag Day Buses	2,665	2,200	-
Travel, Training, Seminars, Meals	1,518	-	8,000
Directors' Expense	-	7,000	7,000
Equipment Rental	341	500	500
Entertainment-Stages and ground	-	-	-
Premiums	-	-	-
Bank Charges, Credit Card Fees	7,495	6,200	7,000
Cash Short/(over), bad debt	-	-	-
Equipment (non capitalized)	1,362	2,900	3,000
County Services	-	-	62,000
Special Projects / Capital Improvement	-	-	-
Unfunded Benefit/Pension Obligation	-	100,000	-
Donated Services/Sponsor Expenses	-	20,000	-
Interest Expense	-	-	-
Overhead Cost allocation	(605,888)	-	(702,744)
Total Operating Expenses	(3)	722,765	86,987
Net Operating Position	3	(722,765)	-
Post Operational Allocations			
SCFA Reserve Fund			
Capital Improvements			
Unfunded Benefit/Pension Obligation			
Depreciation Cost Allocation	-	-	-
Net Organizational Position	3	(722,765)	-

Solano County Fair Association <i>Proposed 2020 Budget</i>	Maintenance		
	2019 Year End	2019 Budget	2020 Proposed Budget
Operating Revenues			
Fair Gate Admissions			
Fair Parking / RV Space Rental			
Fair Concessions / Carnival			
Fair Commercial Space			
Fair Entry Fees			
Facility Rental			
Satellite Wagering			
Lease revenue			
Sign Revenue			
Sponsorship			
Sponsorship In-Kind			
Donations / Reimbursements			
Gain (Loss) on sale of an Asset			
Miscellaneous			
State Apportionment			
Other Non-Operating Revenue			
Interest Revenue			
.33 Funds			
Total Operating Revenue	-	-	-
Operating Expenses			
Wages/Payroll Tax	122,756	104,422	134,499
Payroll Accrued	-	-	-
Workers' Comp/Health/Comp Absences	37,151	36,769	30,557
Pension Expense	37,293	35,200	30,798
Professional Services	2,339	-	775
Supplies and Expenses	20,703	20,273	20,000
Utilities	65,245	56,615	98,299
Equipment Maintenance	33,911	36,800	36,800
Liability Insurance	6,020	-	800
Dues, Permits, Assessments	303	250	300
Buildings and Grounds	29,849	15,100	20,000
Advertising/Promo/Publications	-	-	-
Ag Day Buses	-	100	100
Travel, Training, Seminars, Meals	-	-	-
Directors' Expense	-	-	-
Equipment Rental	3,806	5,217	4,000
Entertainment-Stages and ground	-	-	-
Premiums	-	-	-
Bank Charges, Credit Card Fees	-	-	-
Cash Short/(over), bad debt	-	-	-
Equipment (non capitalized)	635	600	1,000
County Services	-	-	-
Special Projects / Capital Improvement	-	-	-
Unfunded Benefit/Pension Obligation	-	-	-
Donated Services/Sponsor Expenses	-	-	-
Interest Expense	-	-	-
Overhead Cost allocation	(360,012)	-	(377,928)
Total Operating Expenses	(1)	311,346	-
Net Operating Position	1	(311,346)	-
Post Operational Allocations			
SCFA Reserve Fund			
Capital Improvements			
Unfunded Benefit/Pension Obligation			
Depreciation Cost Allocation	-	-	-
Net Organizational Position	1	(311,346)	-

Solano County Fair Association <i>Proposed 2020 Budget</i>	Guest Safety		
	2019 Year End	2019 Budget	2020 Proposed Budget
Operating Revenues			
Fair Gate Admissions			
Fair Parking / RV Space Rental			
Fair Concessions / Carnival			
Fair Commercial Space			
Fair Entry Fees			
Facility Rental			
Satellite Wagering			
Lease revenue			
Sign Revenue			
Sponsorship			
Sponsorship In-Kind			
Donations / Reimbursements			
Gain (Loss) on sale of an Asset			
Miscellaneous			
State Apportionment			
Other Non-Operating Revenue			
Interest Revenue			
.33 Funds			
Total Operating Revenue	-	-	-
Operating Expenses			
Wages/Payroll Tax	40,845	27,614	59,257
Payroll Accrued	-	-	-
Workers' Comp/Health/Comp Absences	2,224	1,488	3,468
Pension Expense	5,450	7,000	6,988
Professional Services	223	3,500	-
Supplies and Expenses	4,198	3,936	2,400
Utilities	-	-	2,000
Equipment Maintenance	3,895	4,500	3,600
Liability Insurance	6,020	-	800
Dues, Permits, Assessments	-	-	-
Buildings and Grounds	455	-	500
Advertising/Promo/Publications	-	-	-
Ag Day Buses	-	-	-
Travel, Training, Seminars, Meals	-	-	-
Directors' Expense	-	-	-
Equipment Rental	-	-	-
Entertainment-Stages and ground	-	-	-
Premiums	-	-	-
Bank Charges, Credit Card Fees	-	-	-
Cash Short/(over), bad debt	-	-	-
Equipment (non capitalized)	341	500	500
County Services	-	-	-
Special Projects / Capital Improvement	-	-	-
Unfunded Benefit/Pension Obligation	-	-	-
Donated Services/Sponsor Expenses	-	-	-
Interest Expense	-	-	-
Overhead Cost allocation	(63,653)	-	(79,513)
Total Operating Expenses	(2)	48,538	-
Net Operating Position	2	(48,538)	-
Post Operational Allocations			
SCFA Reserve Fund			
Capital Improvements			
Unfunded Benefit/Pension Obligation			
Depreciation Cost Allocation	-	-	-
Net Organizational Position	2	(48,538)	-

Solano County Fair Association <i>Proposed 2020 Budget</i>	Emergency Response / Other		
	2019 Year End	2019 Budget	2020 Proposed Budget
Operating Revenues			
Fair Gate Admissions			
Fair Parking / RV Space Rental			
Fair Concessions / Carnival			
Fair Commercial Space			
Fair Entry Fees			
Facility Rental			
Satellite Wagering			
Lease revenue			
Sign Revenue			
Sponsorship			
Sponsorship In-Kind			
Donations / Reimbursements	6,688		
Gain (Loss) on sale of an Asset			
Miscellaneous			
State Apportionment	32,487	32,487	-
Other Non-Operating Revenue			-
Interest Revenue	4,815	500	-
.33 Funds	37,994	41,000	-
Total Operating Revenue	81,984	73,987	-
Operating Expenses			
Wages/Payroll Tax	266	538	-
Payroll Accrued	-	-	-
Workers' Comp/Health/Comp Absences	15	29	-
Pension Expense	-	-	-
Professional Services	24,738	-	-
Supplies and Expenses	601	-	-
Utilities	1,898	-	-
Equipment Maintenance	-	-	-
Liability Insurance	5,243	-	-
Dues, Permits, Assessments	-	-	-
Buildings and Grounds	13,813	164,000	1,000
Advertising/Promo/Publications	-	-	-
Ag Day Buses	-	-	-
Travel, Training, Seminars, Meals	-	-	500
Directors' Expense	-	-	-
Equipment Rental	7,703	-	-
Entertainment-Stages and ground	-	-	-
Premiums	-	-	-
Bank Charges, Credit Card Fees	-	-	-
Cash Short/(over), bad debt	-	-	-
Equipment (non capitalized)	4,233	-	-
County Services	-	-	-
Special Projects / Capital Improvement	-	-	-
Unfunded Benefit/Pension Obligation	-	-	-
Donated Services/Sponsor Expenses	-	-	-
Interest Expense	-	-	-
Overhead Cost allocation	10,296	-	11,602
Total Operating Expenses	68,806	164,567	13,102
Net Operating Position	13,178	(90,580)	(13,102)
Post Operational Allocations			
SCFA Reserve Fund			
Capital Improvements			
Unfunded Benefit/Pension Obligation			
Depreciation Cost Allocation	1,785	-	1,250
Net Organizational Position	11,393	(90,580)	(14,352)

FUNDING AGREEMENT TO OPERATE THE SOLANO COUNTY FAIR

This Agreement is made on _____, 2020 between County of Solano, a political subdivision of the State of California, ("County"), and Solano County Fair Association, a California non-profit corporation, ("SCFA").

RECITALS

A. County owns approximately 149.1 acres of real property and improvements located at the intersection of I-80 and Hwy. 37, and bounded by Fairgrounds Drive on the west and Coach Lane on the south (the "Premises") on a portion of which there are erected buildings and structures to provide for conventions and expositions, for exhibiting and displaying the agricultural, horticultural, viticultural, livestock and other products of the County, and the operation of a satellite wagering facility in that area specifically delineated on the attached Exhibit A ("Fairgrounds Property") which includes +/- 30 acres of the total Premises.

B. SCFA is a 501(c)(3) non-profit organization listed on the California Roster of Public Agencies experienced in the business of operating and managing fairs and has operated the County Fair on behalf of the County since 1946.

C. In 2013, County approved a specific plan for the site (the "Solano360 Specific Plan") that provides for a long-term framework for the development of the Premises including a revitalization of the Fairgrounds Property.

D. County has issued a solicitation for a developer to implement the Solano360 Specific Plan which could impact SCFA's use of the Fairgrounds Property during the term of this Agreement

E. County desires to engage the services of SCFA to conduct the annual County Fair ("Fair") and Ag Day until such time as the Fairgrounds Property is redeveloped, and SCFA desires to provide such services on the following terms and conditions.

F. The parties agree that this Agreement is intended to supersede all prior agreements related to the responsibilities between the parties for the operation and maintenance of the Fairgrounds Property and to hold the annual County Fair until such time as the Fairgrounds Property is further developed, or as otherwise modified by the Parties.

In consideration of the mutual covenants contained in this Agreement, the parties agree:

1. SCFA RESPONSIBILITIES

SCFA will:

- A. Hold and conduct an annual Fair and Ag Day on the Fairgrounds Property on mutually agreed upon dates. SCFA will propose a schedule for the Fair, which should be a minimum of three days, along with necessary time for set-up and tear down and proposed use and areas of the Fairgrounds Property (Fair Time). Ag Day, a field trip opportunity for Solano County third graders will be on the

- third Tuesday in March, unless otherwise agreed to by the Parties.
- B. Ensure the Fair complies with all applicable federal, state and local laws, statutes and rules, including, but not limited to, building codes, food handling regulations and event permits. SCFA shall have the power and authority to establish rules and policies governing charges, and may enter into use permits, concessions and licenses upon such terms as it deems advisable within the scope of its authority; however, the annual Fair must be consistent with current County policies and regulations (e.g., smoking, land use prohibitions).
 - C. On or before December 1st of each year of this Agreement, SCFA will submit a report detailing the proposed activities for the annual Fair, including the proposed number of days the Fair will operate, what facilities will be utilized, and a proposed access plan for the Premises. Such report Within 60 days from the conclusion of the annual Fair, SCFA will submit a summary of the Fair, including reports of attendance, expenses, and revenues received. Upon the mutual agreement of the County Administrator and the SCFA, the report may be in the form of a presentation to the Board of Supervisors at a regular meeting, a meeting with the County Administrator or in the form of a written document submitted to the County Administrator.
 - D. Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles as required by County and/or the State of California, Department of Food and Agriculture, Division of Fairs and Exposition (“F&E”).
 - E. Document all costs by maintaining complete and accurate records of all financial transactions associated with the operations of the Fair and the Fairgrounds Property, including but not limited to, invoices and other official documentation that sufficiently supports all charges made by SCFA.
 - F. Preserve all books, records and supporting documents as public records until destroyed according to the requirements of applicable law.
 - G. No later than November of each year of this Agreement, submit a budget that encompasses the proposed revenues and expenses for the upcoming Fair to the County for approval, and once approved by the County’s Board of Supervisors, submit the budget to F&E, as required by law.
 - H. Comply with all applicable laws in amending budgets after SCFA’s budget is approved by F&E.
 - I. Operate within its budget and the General Manager shall take all appropriate actions to avoid an operating loss for the annual Fair.
 - J. Submit to a biennial audit, prepared by the County Auditor, no later than April 1st for the two preceding fiscal years. The audit will be submitted to the Board of Supervisors for approval.
 - K. Coordinate with the Solano County Sheriff (“Sheriff”), and the Vallejo Police Department as necessary, to establish a plan (“Security Plan”) for a law enforcement presence during the annual Solano County Fair, including the number of officers to be present on the grounds, the dates and times for the presence of officers, and the expected duties of officers. The Plan will be

completed no later than thirty (30) days prior to the commencement of the annual Solano County Fair.

- L. Use its best efforts to manage and direct the Fair in a manner that will produce revenue that meets or exceeds the costs of the annual Fair.
- M. At SCFA's sole option, manage and operate the satellite wagering facility year-round.
- N. Cooperate fully with the County at all times to implement the intent of this Agreement.

2. COUNTY RESPONSIBILITIES

County will:

- A. Provide SCFA with the use of the Fairgrounds Property during the Fair Time.
- B. Provide SCFA with secure storage for SCFA's Fair-related personal property during non-Fair Time.
- C. Be solely responsible for the maintenance of the Premises during non-Fair Time.

3. TERM AND TERMINATION

- A. The term shall commence _____, 2020 and shall expire December 31, 2022, unless extended pursuant to Section 2.C. below.
- B. Either party may terminate this Agreement, at any time, with or without cause, upon 90 days written notice from one to the other.
- C. Concurrent with the annual approval of SCFA's budget, the parties agree to recommend to the Board of Supervisors that this Agreement be annually amended to extend the term in additional one (1) year increments.

4. COMPENSATION

- A. In exchange for producing a minimum of a 3-day Fair annually, County will pay SCFA the equivalent of the rent received from any ground leases on the Fairgrounds Property that are in effect as of the date of this Agreement within thirty days of receipt of lease payment. These leases include the existing Courtyard by Marriott (or Bay Hospitality), the existing Chevron gas station, Carl's Jr. and Baskin Robbins located at 10 Sage Street, and the existing Parking Management Agreement with Six Flags Discovery Kingdom the rent collected from the Revenue for 2020 is estimated at \$687,910.11 based on the following:

	<i>Estimated 2020 County Revenue</i>
Bay Hospitality	\$ 134,087.07
Bay Hospitality (Cell Tower Sub-Leases)	\$ 7,806.84
10 Sage St. Vjo (Chevron)	\$ 69,483.76
Sprint Nextel	\$ 17,990.22
AT&T/Cingular Wireless	\$ 43,489.89

Six Flags - Parking

\$	415,052.33
\$	687,910.11

- B. County will contribute the equivalent of future lease payments in calendar years 2021 and 2022 for each subsequent annual Fair in an amount not to exceed \$700,000.
- C. The SCFA shall so retain such sums as have been or may be appropriated by the State Department of Food and Agriculture to the County from the Fair and Exposition fund of the State of California, which the Board of Supervisors of County, with the consent of the State Department of Food and Agriculture may determine to use for fair and exposition purposes. From such sums, the SCFA shall pay and discharge all operating expenses and obligations incurred in connection with the preparation, maintenance, management, and operation of said property and of the Fair.
- D. Distribution of any revenue from leases executed after the date of execution of this Agreement that do not renew, replace or modify any lease existing as of the date of execution of this Agreement will be determined, in the County's sole discretion, at the time the new lease is executed.
- E. Beyond the County contribution above, SCFA is responsible for generating all other revenue necessary to put on the annual Fair.

5. INSURANCE

- A. Without limiting SCFA's obligation to indemnify County, SCFA must procure and maintain for the duration of the Agreement 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 Agreement and the results of that work by SCFA, SCFA'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
SCFA must maintain limits no less than:

(1) General Liability: (Including operations, products and completed operations.)	\$5,000,000	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate
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		limit shall be twice the required occurrence limit.
(2) Automobile Liability:	\$1,000,000	per accident for bodily injury and property damage.
(3) Workers' Compensation:	As required by the State of California.	
(4) Employer's Liability:	\$1,000,000	per accident for bodily injury or disease.

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

E. 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) SCFA must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration and defense expenses.

F. Other Insurance Provisions

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

- 1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of SCFA; and with respect to liability arising out of work or operations performed by or on behalf of SCFA including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to SCFA's insurance policy, or as a separate owner's policy.
- 2) For any claims related to work performed under this Agreement, SCFA's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of SCFA's insurance and shall not contribute to it.
- 3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by SCFA, except after 30 days prior written notice has been provided to County.

G. Waiver of Subrogation

- 1) SCFA agrees to waive subrogation which any insurer of SCFA may acquire from SCFA by virtue of the payment of any loss. SCFA 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 SCFA, its employees, agents and subcontractors.

H. Acceptability of Insurers

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

I. Verification of Coverage

- 1) SCFA must furnish County with original certificates and endorsements effecting coverage required by this Agreement.
- 2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.
- 3) County must receive and approve all certificates and endorsements before work commences.
- 4) However, failure to do so shall not operate as a waiver of these insurance requirements.
- 5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

6. INDEMNIFICATION

A. SCFA will indemnify, hold harmless and assume the defense of, the County, 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 SCFA's performance of this Agreement or from any persons directly or indirectly employed by, or acting as agent for, SCFA, excepting the sole negligence or willful misconduct of the County.

B. County will indemnify, hold harmless and assume the defense of, the SCFA, 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 County's performance of this Agreement or from any persons directly or indirectly employed by, or acting as agent for, County, excepting the sole negligence or willful misconduct of the SCFA.

C. Acceptance of insurance required by this Agreement does not relieve SCFA from liability under this indemnification clause. This indemnification clause shall apply to all damages or a claim for damages suffered by SCFA's operations regardless if any insurance is applicable or not.

7. GENERAL PROVISIONS

A. COMPLIANCE WITH LAW

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

B. CONFLICT OF INTEREST

SCFA will ensure that SCFA'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 Solano County Fair or management of the fairgrounds. SCFA will employ or retain no such person while rendering services under this Agreement.

C. DRUG FREE WORKPLACE

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

D. HEALTH AND SAFETY STANDARDS

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

E. INSPECTION

Authorized representatives of County, the state and/or the federal government may inspect and/or audit SCFA's performance, place of business and/or records pertaining to this Agreement.

F. NONDISCRIMINATION

- 1) In rendering services under this Agreement, SCFA will 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.
- 2) Further, SCFA will not discriminate against its employees in those areas which include, but are 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.

G. NOTICE

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

COUNTY
County Administrator
Solano County
675 Texas St., Ste. 6500
Fairfield, CA 94533

CONTRACTOR
General Manager
Solano County Fair Association
900 Fairgrounds Drive
Vallejo, CA 94589

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.

H. CHANGES AND AMENDMENTS

This agreement may not be modified unless such modification is in writing and signed by both parties to this agreement.

I. CHOICE OF LAW

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

J. WAIVER

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

K. ENTIRE AGREEMENT

This Agreement, including any exhibits referenced, constitutes the entire agreement between the parties for the management of the Fairgrounds Property only and there are no inducements, promises, terms, conditions or obligations made or entered into by County or SCFA other than those contained into this Agreement. This Agreement supersedes all prior Agreements or agreements, verbal or written, between the parties.

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

SOLANO COUNTY FAIR ASSOCIATION

By _____
Birgitta E. Corsello, County Administrator

By _____
Mike Ioakimedes, CEO/Executive Director

APPROVED AS TO FORM

APPROVED AS TO FORM

By _____
County Counsel

By _____
SCFA Legal Counsel

Exhibit A
Fairgrounds Property

DRAFT

TIMELINE

SCFA and efforts with the Solano 360 Redevelopment efforts on the Fairgrounds Site

Horse Racing
Horse Racing ends on the Fairgrounds Site - a decision by SCFA



2009



Vision
A visioning process between County, SCFA, and City of Vallejo took place

1st Attempt at Development
County solicits a developer for the Site based on Specific Plan, Unsuccessful negotiations occur and ERN with developer expires 6/27/2017



2014

2013



Solano360 Committee
Specific Plan, EIR, and Development Agreement adopted by County and City of Vallejo (SCFA participates) for the Fairgrounds Site; Solano360 Implementation Committee is formed (2 members of the Board of Supervisors and 2 members of the Vallejo City Council)

Demolition
County authorizes and begins demolition of some buildings, including grandstands (Completion 10/8/2019)



2018



Future of SCFA
County staff works with a subcommittee of the Board Fair Governance Committee, to work on recommendations for the future of SCFA

Site Control
County takes over 84-acres of the site from SCFA



2019

2020



March

June

June - Sept

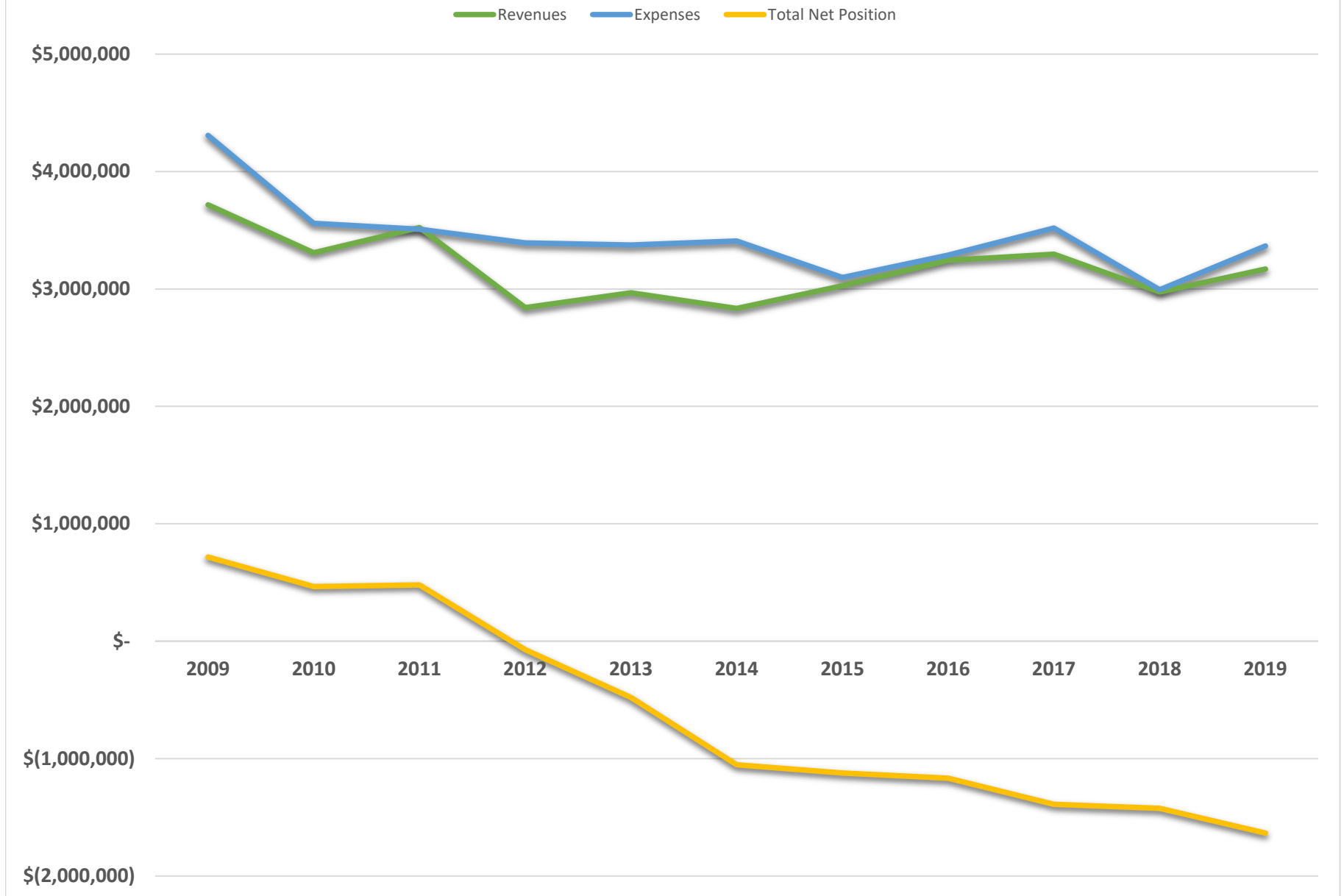
COVID-19 greatly impacts revenues and operations on the Fairgrounds site for SCFA

SCFA holds first virtual County Fair

2nd Attempt for RFQ
Under direction of the Solano360 Implementation Committee, County and City staff work on a second effort on a Request for Qualifications for the redevelopment of the Fairgrounds Site

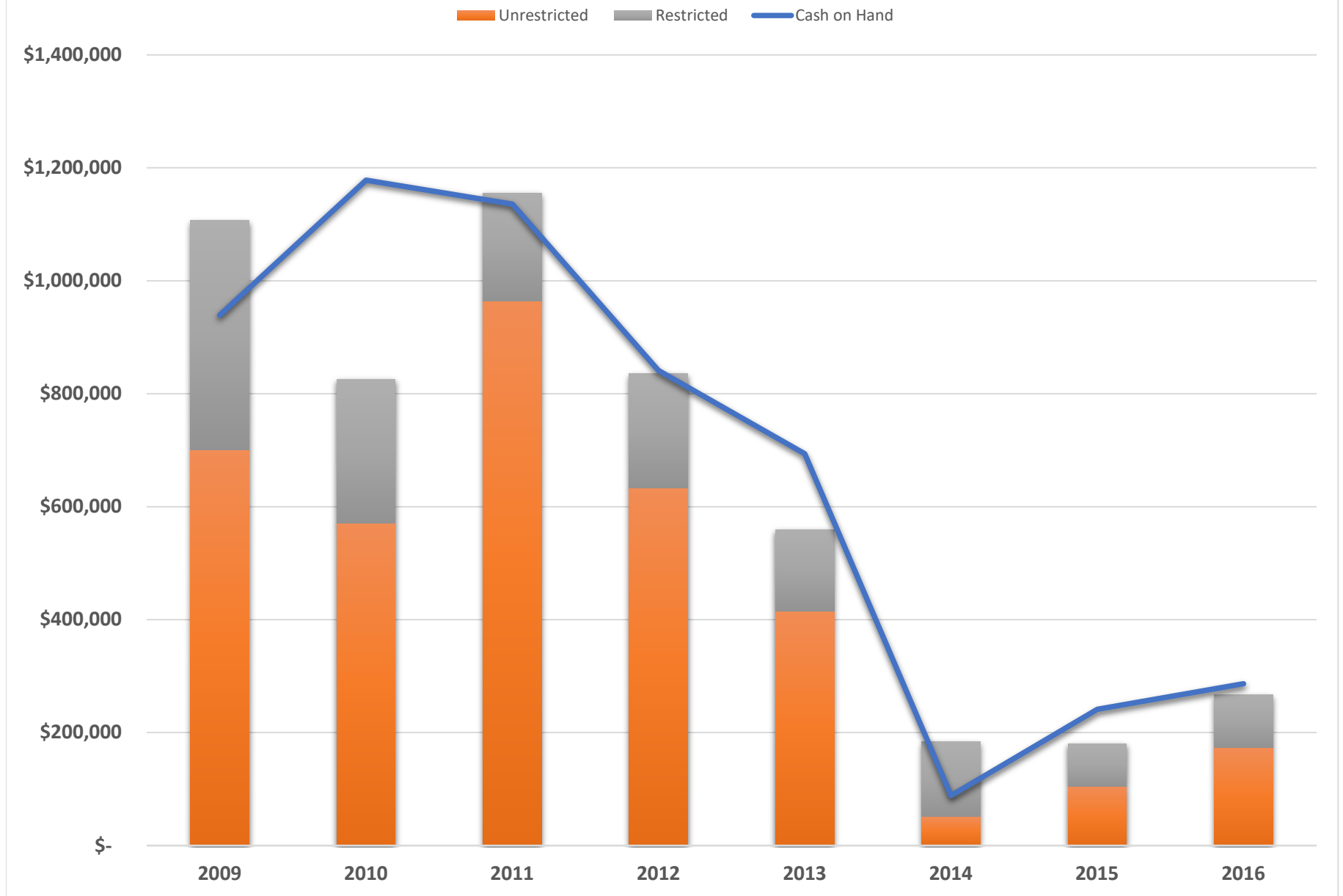
Solano360 Implementation Committee in June selects two developers to continue with the Request for Proposals for the Site (due in September 2020)

Solano County Fair Association Financial History



Source: Solano County Audits over the prior 10 years; Shows Total Annual Revenues, Total Annual Expenditures and Total Net Position at Calendar Year End

Solano County Fair Association Reserve Balance



Source: Prior Year Reserve Summaries provided to the Solano County Board of Supervisors by the Solano County Fair Association Management during annual budget presentations. Please note that Calendar Year 2017, 2018, and 2019 were not available to County Staff at this time. Cash on Hand figures were pulled from the Solano County Audits over the prior 10 years.



Solano County

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

Agenda Submittal

Agenda #:	34	Status:	Regular Calendar
Type:	Resolution	Department:	Resource Management
File #:	20-536	Contact:	Bill Emlen, 784-6062
Agenda date:	07/28/2020	Final Action:	

Title: Conduct a noticed public hearing and consider an Appeal by Mary Browning of the Solano County Planning Commission's action to approve Use Permit U-19-03 allowing continued use of the indoor and outdoor retail areas currently occupied by Suisun Valley Antiques/John's Hauling, and the indoor and outdoor serving of local wines and beer and packaged local food products at the Suisun Valley Filling Station and Visitor's Center in addition to two long term uses on the site (The Simply Savvy furniture design studio and an apartment unit above the retail spaces)

Governing body: Board of Supervisors

District: All

Attachments: A - Resolution, B - Applicant's Information Packet and Site Plan, C - Appeal Letter from Mary Browning June 12, 2020, D - Correspondence Rec'd before June 4, 2020 Planning Commission Mtg, E - Appeal Response, F - Excerpt Draft June 4, 2020 Planning Commission Meeting Minutes, G - Public Hearing Notice

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

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board:

1. Conduct a noticed public hearing to consider the Appeal by Mary Browning of the Planning Commission's action to approve Use Permit 19-03; and
2. Concur with the Planning Commission's determination that the Use Permit application is Categorically Exempt pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines; and
3. Adopt Resolution denying the Appeal and affirming the decision of the Planning Commission to approve Use Permit 19-03 subject to the included conditions of approval allowing continued use of the indoor and outdoor retail areas currently occupied by Suisun Valley Antiques/John's Hauling, and the indoor and outdoor serving of local wines and beer and packaged local food products at the Suisun Valley Filling Station and Visitor's Center in addition to two long term uses on the site (the Simply Savvy furniture design studio and an apartment unit above the retail spaces).

SUMMARY:

In February 17, 2011, the Planning Commission approved Use Permit 08-17 for John's Hauling business located at 2525 Mankas Corner Road. The use permit included several conditions, including a termination

date of eight years from the February 18, 2011 approval date. The applicant/property owner filed a new use permit application prior to the expiration date to allow for continuation of the Suisun Valley Antiques/John's Hauling use and to add the outdoor service areas of the Filling Station as an conditionally permitted use on the property. The Filling Station serves and sells wine and beer produced primarily by small local vintners and brewers and serves packaged foods generally derived from the local area. Indoor food service and sales are allowed by right within the zoning district but the Filling Station's small outdoor dining area requires a use permit. Two other uses on the site (Simply Savvy, a furniture design studio selling home furnishings and a small upstairs apartment) are ongoing uses and will remain on the site.

Since the approval of the of the original use permit in 2011, there have been various improvements completed to improve the functionality of the site for retail and tourist serving uses. Spillover of items from the John's Hauling salvage business into the parking area has been reduced to ensure customer access for all businesses on this property to parking spaces. The parking lot was re-striped including required accessible parking. The building has been modified to ensure safe fire exiting and signage has been upgraded. Most of the uses on the site have been operating for some time and are appropriate for the zoning district and location.

The Planning Commission conducted a public hearing on Use Permit 19-03 on June 4th, 2020. Minutes from the Planning Commission meeting are attached. The Commission heard public testimony from two community members in support of the application in addition to testimony from the owner of Suisun Valley Antiques/John's Hauling and the Filling Station. There were other individuals with interest in this item in attendance but did not testify. Several written communications / e-mails from Mary Browning were noted for the record. Ms. Browning did not testify at the meeting. After considering public testimony and written communications, the Commission approved Use Permit 19-03 by a 4 - 0 vote.

On June 12th, 2020, staff received a written Appeal of the Planning Commission action from Mrs. Browning. Her Appeal was timely filed within the appeal period and is analyzed further in the discussion section of this report and in an attachment.

FINANCIAL IMPACT

The cost to process this application have been covered by processing fees submitted by the applicant. The appellant submitted the necessary fee to file the appeal.

APPLICATION & PROPERTY INFORMATION:

A. Applicant/Owner:

April Russell Harris
4950 Gordon Valley Road
Fairfield, CA 94534

B. General Plan Land Use Designation/Zoning:

General Plan: Neighborhood Agricultural /Tourist Center
Zoning: ATC (Agricultural Tourist Center)

C. Adjacent Zoning and Uses:

North: Agricultural (A-40)
South: Agricultural (A-20)
East: Agricultural (A-20)
West: Agricultural Tourist Center (ATC)

D. Utilities: Water - Suisun/Solano Water Authority, On-site septic

E. Access: Mankas Corner Road and Clayton Road

F. APN: 0151-140-050, 060

G. Property size: .96 acres

DISCUSSION:

A description of the businesses located on the subject property as prepared by the property owner is attached. As noted above, two of the three businesses on the property have been there for some time. A site plan and a 2017 evaluation report of the existing on site wastewater treatment system are included in the information packet provided by the owner.

Ms. Browning's formal appeal is included as an attachment. Her appeal addresses a number of issues, including the nature and extent of marketing events on the property, questions on compliance of the proposed uses with the Zoning Ordinance, impacts of marketing events and use of amplified music and various other issues associated with implementation of the Suisun Valley Strategic Plan. Her key appeal points are addressed in an Attachment. Staff focused the responses to the facts pertaining directly to the proposed use permit application. Other points in her appeal letter discuss the prior public improvement project approved in the Mankas Corner area including medians and identification sign designed to increase identity of the village and provide traffic calming. Those issues were addressed by the Board in 2017 when the Mankas Corner public improvement project was approved. A key consideration was maintaining adequate clear roadway to allow CALFIRE apparatus to pass unobstructed through this area. One action taken at the time was to establish a "no parking zone" in front of the site on both sides of Clayton Road to ensure adequate clearance for emergency vehicles. These continue in place and the County will continue to work with the owners, particularly during marketing events, to ensure the roadway remains clear. In terms of the zoning and related issues that Ms. Browning raises, the Planning Commission based much of their decision on the consistency analysis provided below along with input provided during public testimony and consideration of the recommended conditions of approval that are contained in the attached resolution.

General Plan Consistency

The 2008 General Plan designates the subject property as a Neighborhood Agricultural/Tourist Centers (NAC). The purpose of this designation is to provide areas for complementary agricultural and tourism commercial facilities that are compatible with surrounding agricultural uses. Some examples include small hotels, restaurants, retail shops, and facilities that sell local products. The description of uses included within the proposed use permit are fully consistent within the range of uses identified in the General Plan.

Zoning Consistency

The purpose of the Agricultural Tourist Center Zoning District is to allow a variety of uses that help foster small tourist oriented centers with the Suisun Valley, helping attract tourist, and provide additional opportunities to market local products. Table 28-23A lists a variety of retail of related and tourist orientated business allowed in the ATC Zoning District, including retail uses, bakery/café/restaurants, local product stores and tasting facilities. The 3 primary uses on the site fall well within the type of uses listed. (John's Hauling is interpreted by county planning staff as an ancillary use to the retail use of Suisun Valley Antiques). There is also a pre-existing residential apartment located above Suisun Valley Antiques and the Filling Station. Residential uses are allowed in the ATC Zoning District.

While the types of uses being conducted on site are allowed by right within the zoning district, a use permit is

required due to the outdoor sales and services provided by Suisun Valley Antiques and the Filling Station. Outdoor sales specifically require a use permit under the Zoning Ordinance. Overall, staff believes the mix of uses are consistent with the ATC zoning district subject to specific conditions discussed below.

Use Permit Considerations/Conditions

The Suisun Valley Antiques/John's Hauling use has operated on the site since 2007. The use has evolved over the years and has begun to focus more on retail sales and made improvements to their building and adjacent site areas reflective of their retail operations. The use had provided a valuable service for re-use of a variety of previously owned products for re-sell rather than disposal at the landfill. It has become a destination for many Solano County residents looking for such products.

The use does involve hauling products and materials to the site for assessment, sorting and stocking to retail display areas. The sorting/salvage operation occupies the northern half of the Clayton Road frontage, with some materials and storage trailers visible despite being behind a solid fence. Limited sorting/salvage as an ancillary activity serving the primary retail use is acceptable under the ATC Zoning District. The extent of sorting/salvage operation that currently occurs is a concern and should be reduced in extent over time to be fully compatible with the type of uses permitted in the ATC District. This issue was discussed with the owner of John's Hauling at the time the prior use permit was issued in 2011, and he has made efforts to minimize the visibility of the salvage operations and occasional spillover to the parking area. Condition #16 provides a timeline and parameters for further reductions of the salvage operation over time to further consistency with zoning and uses in this area.

The Filling Station

The Filling Station use would be considered permitted except for the small outdoor covered area where customers can stand or sit while tasting local beer, wine and packaged food products. The establishment provides a unique venue for showcasing local beer and wine products for growers who do not have tasting facilities. The property has a license from State Alcohol Beverage Control (ABC) for serving beer and wine only. Under this license, they are restricted to serving customers only within the designated areas for sitting and standing. Condition #15 reflects this requirement.

Parking

The site contains 25 marked spaces for customers of the three businesses on the site. There are also two parking spaces for the apartment unit. Overall parking is adequate if all on-site parking spaces are accessible for customer parking. As noted earlier in the report, in the past that John's Hauling business occasionally displayed or temporarily stored products that interfered with parking access. In recent years, this has been a concerted effort to ensure parking spaces are accessible for customer use. Conditions #5 & #9 reiterates the need to maintain access to all parking spaces on the site so that all three business are served by adequate parking availability. In addition, parking within the roadway adjacent to the property is prohibited and there are posted "no parking" signs on Clayton Road. This ensures that the roadway remains open to regular traffic and emergency vehicles.

Wastewater Treatment System

The attached information packet from the applicant contains an assessment report of the existing on-site wastewater treatment system prepared by Campi Engineering in 2017. The report has been reviewed by County Environmental Health staff who have concurred that the system is currently adequate. Staff notes that there is some material storage on top of the leach field which runs behind the main building. Several years ago, staff worked with John's Hauling to relocate some of the heavier materials off the leach field area with only lighter materials stored in that area. To ensure that material storage does not become problematic in the

future, Condition #14 is proposed that provides for periodic inspections and assurance that any material storage not interfere with the effectiveness of the existing system.

Marketing Events

Both Suisun Valley Antiques and the Filling Station participate in or conduct occasional publicized sales and marketing events. Suisun Valley Antiques has a monthly outside sales event over a weekend period. The Filling Station conducts approximately four marketing events per year inclusive of Passport Sunday. Such events further Suisun Valley tourism efforts and the importance of Mankas Corner as a community focal point. It is important these events are managed proactively. Condition #13 stresses the need for coordination with nearby properties and temporary traffic control and parking measures.

Rock Wall along Clayton Road Frontage

The existing rock wall is value added in terms of the ambiance of the site. It is in the public right of way and has been issued an encroachment permit. Engineering staff see no need to re-locate the wall at this time but as an encroachment should there ever be a widening need or a traffic issue, the encroachment permit provides for removal if deemed necessary. Condition # 12 reflects this requirement.

ALTERNATIVES

The Board could uphold the appeal and deny the application. Such action is not recommended as the site has been improved significantly over the past few years and the uses are consistent with both zoning and the General Plan as conditioned.

The Board could consider additional conditions to address marketing events and use of amplified music. The Planning Commission considered these issues and determined the conditions in the attached resolution adequately addressed these issues.

OTHER AGENCY INVOLVEMENT

Application materials were submitted to other agencies as part of the consultation process. Their comments were considered in preparation of this report and the proposed conditions of approval.

CAO RECOMMENDATION

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2020 - ____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
APPROVING USE PERMIT NO. U-19-03**

Whereas, on June 4, 2020, the Solano County Planning Commission approved Use Permit Application No. U-19-03 of April Russell Harris to permit indoor and outdoor retail business operations in excess of 1500 sq. ft. on property located at 2525 thru 2529 Clayton Road 1.5 miles west of the City of Fairfield (APN's: 0151-140-050 and -060) in the ATC Zoning District, including areas dedicated to outside retail sales associated with the Simply Savvy, Suisun Valley Antiques/John's Hauling and outdoor beer and wine tasting area associated with the Filling Station; and

Whereas, Mary Browning has timely filed an appeal challenging the Planning Commission's decision; and

Whereas, the Board has reviewed the appeal, the report of the Department of Resource Management, the record of the Planning Commission's proceedings, and has heard testimony relative to the subject application and appeal at the duly noticed public hearing held on July 28, 2020, and

Whereas, after due consideration, the Board affirms the following findings made by the Planning Commission in regard to Use Permit Application No. U-19-03:

1. That the establishment, maintenance or operation of the use applied for is in conformity to the General Plan for the County with regard to traffic circulation, population densities and distribution, and other aspects of the General Plan.

The retail and tourist serving uses subject to the use permit application are fully consistent with the goals and objectives of the General Plan for the Neighborhood Agricultural/Tourist Center designation and the uses allowed in the ATC Zone District.

2. Adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

Adequate access to the site is provided by Mankas Corner Road and Clayton Road. Adequate stripping and paved parking is provided on-site. There are no changes to drainage patterns which have been functional and adequate.

3. The subject use will not, under the circumstances of this particular case, constitute a nuisance or be detrimental to the health, safety, peace, morals, comfort or general welfare of persons residing or working in or passing through the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

The propose use will not prove to be a nuisance or detrimental to the public welfare based on conditions of approval addressing access to parking, management of marketing events and on site wastewater treatment.

Resolved, Solano County Board of Supervisors denies the appeal, affirms the decision of the Planning Commission, and approves Use Permit Application No. U-19-03 subject to the following conditions of approval:

1. U-19-03 permits over 1500 sq.ft. of retail sales space at the subject address including outdoor sales and storage space for Suisun Valley Antiques/John's Hauling and outdoor serving of beer and wine within a covered designated area at the Filling Station. All uses shall be conducted in accordance with the site plan considered by the Planning Commission on June 4, 2020 subject to the conditions of approval contained herein.
2. U-19-03 shall be approved and remain in force for a 10-year period subject to a 5-year compliance review by the Zoning Administrator.
3. Hours of operation of retail sales shall be limited to 8:00 a.m. to 6:00 p.m. Monday thru Sunday. During the months of June, July and August retail sales hours may extend to 9:00 p.m. For the Filling Station, hours of operation shall be limited to 11:30 a.m. to 8:00 p.m. Sunday thru Thursday and 11:30 a.m. to 9:00 p.m. on Friday and Saturday.
4. Weekend outdoor sales shall be limited to 8:00 a.m. to 6:00 p.m. and shall occur no more frequently than once per month on consecutive Saturdays and Sundays.
5. There shall be no parking of commercial trucks or heavy trailers within the customer parking areas or in locations that would preclude access to said parking areas.
6. There shall be no sales of used vehicles, boats, golf carts or other non-neighborhood commercial type goods that would be inconsistent with the ATC Zone District.
7. The premises shall be maintained on a continuous basis in a neat and orderly manner consistent with the approved site plan.
8. The permittee shall take such measures as necessary to prevent offensive noise, lighting, dust or other impacts which constitute a hazardous or nuisance to surrounding properties.
9. The parking area shall be paved and striped pursuant to the approved site plan and shall be maintained and remain functional as intended throughout the effective period of U-19-03.
10. All buildings on the property shall be maintained in a safe manner consistent with the California Building Codes that are applicable. Building permits shall be required for any structural or occupancy changes to any of the buildings that are on site.
11. No parking of company, employee or customer vehicles shall be permitted within the County right of way in the vicinity of the site.
12. The rock wall along Clayton Road shall be subject to the terms of the existing County encroachment permit and is subject to removal if deemed necessary by the County Engineering Division.
13. Prior to marketing events planned for the property, consultation shall occur with nearby properties and businesses to ensure that traffic and parking impacts are effectively managed. For larger events, professional traffic management and flaggers shall be utilized to minimize potential hazards.
14. Heavy equipment or materials shall not be stored over the existing leach field, and no impervious materials shall cover the leach field area. Property owner shall allow for routine inspections of the leach field by County Environmental Health staff to ensure that the system is functioning properly.

15. The Filling Station use shall be fully compliant with their beer and wine ABC license and shall only allow customers to be served within designated areas shown on the site plan.
16. To facilitate long term compliance with uses allowed in the ATC Zone District the owner of the Suisun Valley Antiques/John's Hauling business shall develop a plan for reducing the area dedicated for salvage operations to no more than 50% of the footprint dedicated for retail use and display. Said plan shall be implemented over a 5-year period with a possible 5 year extension subject to review and approval by the Zoning Administrator.
17. All businesses located at the said property will maintain their County business license in accordance with County Code Section 14.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on July 28, 2020, 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

January 13, 2020

Department of Resource Management
Environmental Health Services
675 Texas Street, Suite 5500
Fairfield, CA 94533-6342

RECEIVED

JAN 21 2020

COUNTY OF SOLANO
RESOURCE MANAGEMENT

Attention: Bill Emlen, Director of the Department of Resource Management

In response to the March 19, 2019 letter from Karen Avery on File-U-19-03 Mankas Corner that I previously submitted May 2019, the following represents the requested information which has been updated to reflect current conditions:

Project Description

The Filling Station: A tasting room offering locals and visitors wine and beer made locally as well as from the surrounding wine country. Owner Wendy De Coito showcases the smaller, artisan winemakers and grape growers at the tasting room providing a venue for those without a tasting room of their own to meet the locals and talk about their product. In most cases, The Filling Station may be the only place that some of these varietals are even available. The beer offerings include Benicia based Bruehol Brewing on tap and bottles or cans of local breweries. Non-alcoholic offerings include a variety of local farm items such as jams, jellies, olive oil and souvenirs such as hats, t-shirts, and glasses.

Employees: The owner is the only employee.

Suisun Valley Antiques/John's Hauling: John's Hauling is a family-owned and operated company serving all of Solano County and the surrounding areas. John's Hauling serves homeowners, commercial and residential property managers, contractors, realtors, business owners, and anyone else looking for fast, affordable hauling. Suisun Valley Antiques & Collectibles has an eclectic selection of just about any type of antique imaginable - period furniture and antiques, vintage bicycles, jewelry, cameras, wooden windowpanes, wine bottles, garden tools, bar signs, and even buttons. Store inventory comes from some of the haul jobs of foreclosed and abandoned homes or stores that have gone out of business as well as from purchases of pre-owned items that people no longer want or have space for in their homes.

Employees: There are four employees, the owner and three other family members.

Simply Savvy: Is a furniture studio that sells custom home furnishings and accessories. Whether the customer is looking for home accessories like lamps, bowls, and mirrors or larger furnishings like sofas, tables, and chairs owner Britt Newell helps them find the perfect piece. Local items offered include olive oil, candles and handmade wood signs.

Employees: There are two employees, the owner and one part time employee.

Hours of Operation

Suisun Valley Antiques/John's Hauling's hours of operations: 9:00 am to 5:00 pm seven days a week. Once a month the tent sale is held Friday and Saturday from 9:00 am to 8:00 pm, and Sunday from 9:00 am to 4:00 pm.

The Filling Station's hours of operations: Monday and Tuesday closed; Wednesday and Thursday 11:30 am to 8:00 pm, Friday and Saturday 11:30 am to 9:00 pm, and Sunday 11:30 am to 8:00 pm.

Simply Savvy's hours of operations: Monday through Friday 10:00 am to 4:00 pm.

Parking

As provided on the Site Plan by Paul Friend that I submitted February 2019, there are 25 parking stalls measuring 9' x 18' and two parking spots for the apartment. I have provided another copy of the Site Plan for reference.

Trucks and trailers accessing the property are as follows: 1 Ford F250 pick up truck, 1 Ford F350 flat bed truck 8' x 16', 1 Ford F450 pick up truck, 1 7' x 16' flat bed trailer, 1 7' x 16' dump truck, and 1 6' x 12' dump truck that will on occasion be parked in the walled area at 4920 Clayton Road.

Public Restrooms

Each business on the premises has a restroom facility available for the public as well as their employees. Simply Savvy has one restroom located inside their building. The Filling Station has one inside restroom attached to their building. In addition, at times of special events held at The Filling Station, the business owner rents portable toilets that are located adjacent the attached bathroom. Suisun Valley Antiques provides one portable toilet outside the back area of the shop. On an as needed basis, the attached bathroom at The Filling Station is also used.

Residential Use

The residential apartment is 3 bedrooms, 1 bathroom and approximately 800 square foot. The apartment has two assigned parking spots which is separated from the other parking and can be viewed on the Site Plan that is attached and was submitted February 2019.

Site Plan

The Site Plan that was submitted February 2019, and is attached for reference, provided structures and square footage. In addition to the Site Plan, I have also included an aerial photo of parcels 0154-140-050 and 0154-140-060. Suisun Valley Antiques/John's Hauling currently is the only business accessing parcel 0154-140-060. There is one permanent structure located on the parcel that measures 30' x 40'. Activity on the parcel has been limited to storage and parking for the hauling trucks.

Signage

Once the Use Permit has been finalized, I will submit the sign permit application.

Environmental Health Division Comments

I have attached a copy of the correspondence that was mailed directly to the Environmental Health Division.

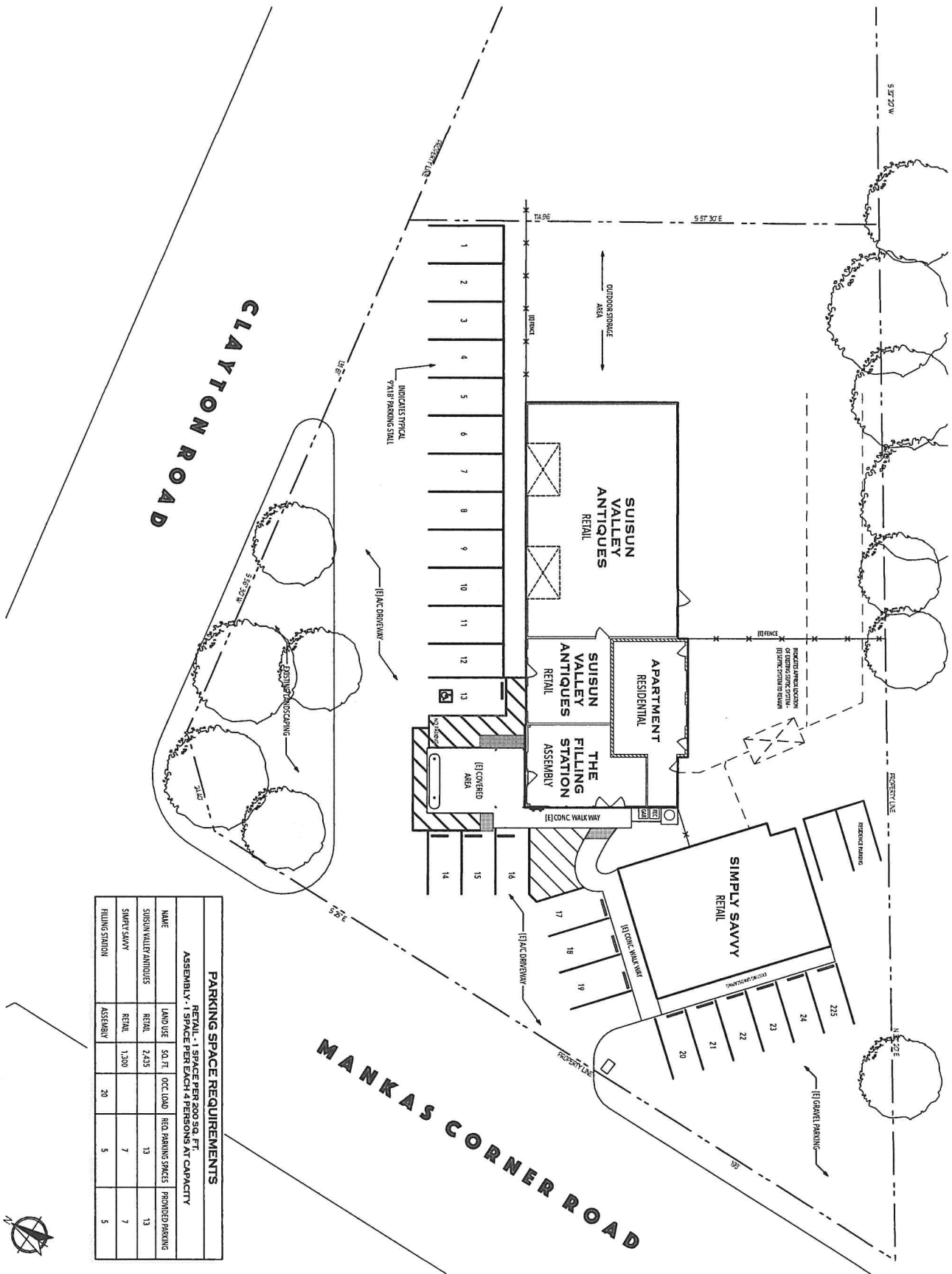
In closing, I am available to meet or discuss further any additional information that may be required.

Sincerely,

A handwritten signature in black ink, appearing to read 'April Russell', written over the word 'Sincerely,'.

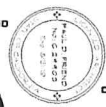
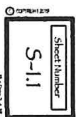
April Russell

Attachments: Site Plan, Environmental Health Division correspondence, and aerial photo of parcels 0154-140-050 and 0154-140-060



SITE PLAN

Scale: 1" = 10'



Revisions

4171 Susan York Ave
Fairfield, CA 94534
Tel: (707) 421-1111
www.pdfrt.com

3/1/2019
Total Sheets: 10
Sheet 1 of 10



January 13, 2020

Department of Resource Management
Environmental Health Services
675 Texas Street, Suite 5500
Fairfield, CA 94533-6342

Attention: Anthony Endow, Sr. Environmental Health Specialist

In response to your memorandum dated March 8, 2019 concerning Use Permit Application No. U-19-03 April Russell Mankas Corner, I am providing the following requested information that was previously provided May 2019:

1. The existing water supply is on one account/meter and provided by (SSWA). There is no new proposed water supply source being requested at this time.
2. The existing sewage disposal system is a 1,500 gallon, concrete septic tank and 220 linear feet of 2 feet wide conventional leachfield as described on page 2 of the On-Site Wastewater Treatment System Site Evaluation Report as provided by Campi Engineering November 8, 2017 (attached for your review).
3. The residential dwelling onsite is a small 3-bedroom apartment, approximately 800 square feet.
4. At the time the use permit application was submitted February 21, 2019, there were 9 employees associated with the businesses onsite. Current employee count is 6 full time and 1 part time employee. The Filling Station has one employee, Simply Savvy has 1 full time and 1 part time employee, and Suisun Valley Antiques/John's Hauling has 4 full time employees.

If you require additional information, please don't hesitate to contact me.

Sincerely,



April Russell

CC: Bill Emlen

Attachments: On-Site Wastewater Treatment System Site Evaluation Report by Campi Engineering.



Campi Engineering

Phone: (707)864-5618

Fax: (707)864-5688

770 Lakeshore Court, Fairfield, CA 94534

**On-Site Wastewater Treatment System
Site Evaluation Report**

**2525 Mankas Corner Road
APN 0151-140-050**

8 November 2017

Project Scope

Campi Engineering has been retained to evaluate the parcel and determine if the existing sewage disposal system can serve a proposed boutique tasting facility.

Site Location and Description

The site is in Solano County at 2525 Mankas Corner Road (APN 0151-140-050). The property is developed as mixed residential/commercial with a 3-bedroom apartment, Simply Savvy (interior design studio), John's Hauling (antique sales) and the proposed Filling Station (wine tasting). The site is served by off-site water and an individual onsite wastewater treatment system.

Field Evaluation

On 17 August 2017 Campi Engineering evaluated the property as well as a test pit, located just west of the existing leachfield. The property, located in the fertile soils of Suisun/Gordon Valley, is known for its well-drained soil. One soil profile test pit was excavated, logged and identified as T1 on plan sheets S1 and S2 in Attachment I: Plans.

The soils consist of well drained SANDY CLAY LOAM to at least 96 inches below existing grade. Please refer to Attachment II, Site Evaluation Data detailed field notes.

On 6 November 2017 a percolation test was performed in the replacement area. The following table describes the depth and results of the test.

Test Hole	Depth (in)	Result (in/hr)
P1	36	4.1
P2	36	24.5
P3	36	9
Average @ 36 inches		12.5

The average permeability at 36 inches below grade is 12.5 in/hr. Please refer to Attachment II: Site Evaluation Data for the soil profile and percolation test logs.

Flow Rate

2 bedrooms	x	150 gpd (gallons per day)/bedroom	=	300 gpd
John's Hauling (3 employees)	x	20 gpd/ employees	=	60 gpd
Simply Savvy (1 employee)	x	20 gpd/ employee	=	20 gpd
Filling Station (proposed)				
1 employee	x	20 gpd/ employee	=	20 gpd
25 visitors	x	3 gpd/visitor	=	75 gpd*
Total			=	475 gpd
*New Construction min flow rate is 450 gpd				
Adjusted Total			=	850 gpd

Existing Onsite Wastewater Treatment System

The existing system consists of a 1,500 gallon, concrete septic tank and 220 linear feet of 2 feet wide conventional leachfield.

The existing system was inspected Frank's Septic Service on 7 January 2016. An evaluation of the tank, field and a hydraulic test was performed. No evidence of failure was noted at the time of inspection. Please see Attachment II for the inspection report.

Disposal Field Capacity

The existing sewage disposal system consists of 220 linear feet of conventional leachfield and a 1,500 gallon, concrete septic tank.

Soil Permeability @ point of application (36 inches)	=	12.5 in/hr
Soil Application Rate @ point of application (Solano County Code, Chapter 6.4, Table 6)	=	1.086 gpd/ft ²
Soil Texture and Structure @ ½ vertical setback (66 inches)	=	SCL, mod-sbk
Soil Application Rate @ ½ vertical setback (Solano County Code, Chapter 6.4, Table 5)	=	0.417 gpd/ft ²
Average application rate	=	0.7515 gpd/ft ²

$$\frac{850 \text{ gpd}}{(0.7515 \text{ gpd/ft}^2)/3 \text{ gpd/LF}} = 377 \text{ LF}$$

Actual leachline length is 420 linear feet. This provides a factor of safety of 1.11 and decreases the application rate to 0.6746 gpd/square feet.

The leachfield can easily accommodate the additional flow.

Reserve Area

Please see Attachment I: for a proposed reserve/replacement leachfield.

Hot Water Loading

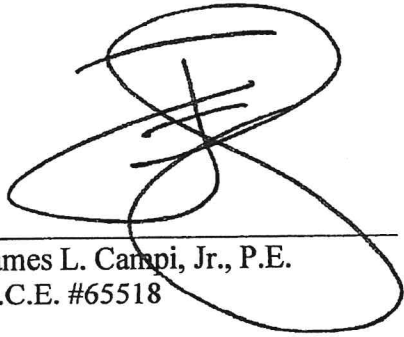
Facility will use
2 hand wash sinks
1 janitorial sink
1 3 compartment sink
1 glass ware washer (1 rack per hour @ .1 gal per load)

For facilities with single use or don't use utensils, a gas water heater with tank has a minimum required recovery rate of 53.6 gallons per hour at 29,765.9 BTU. See Attachment IV: Hot Water Requirements.

Note

Campi Engineering provides no guarantee of continued operation of the existing onsite wastewater treatment system. When the existing system fails, we recommend replacement of the existing sewage disposal system in the area tested.

If you have any questions, please contact me at (707) 372-3598.

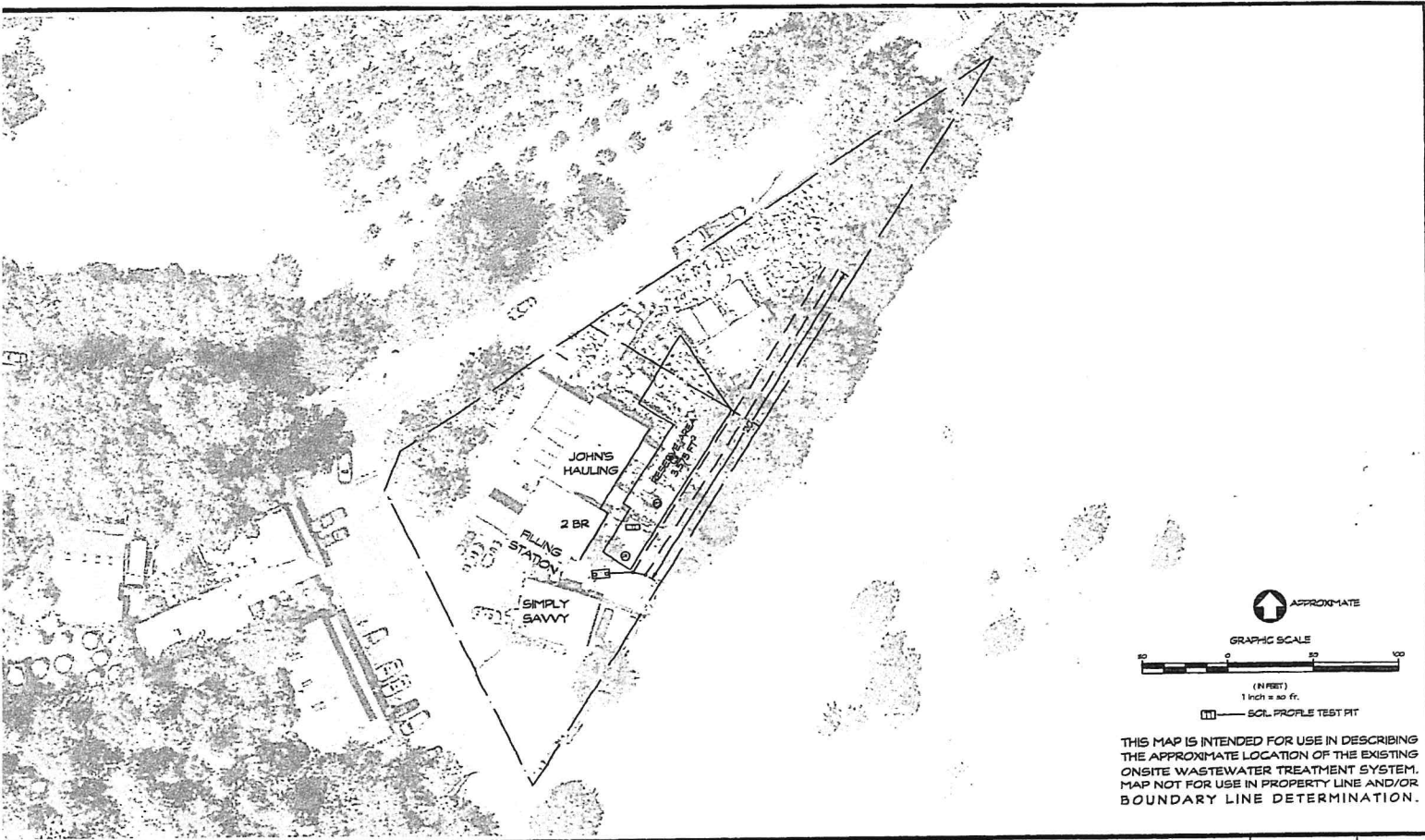


James L. Campi, Jr., P.E.
R.C.E. #65518



ATTACHMENT I

Site Plan



CAMPI ENGINEERING 770 Lakeshore Court, Fairfield, CA 94534 (707) 864-5618	2525 MANKAS CORNER ROAD THE FILLING STATION	OWTS SITE PLAN	<div>1/8/2017</div> <div>1" = 50'</div> <div>S1</div>
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ATTACHMENT II

Site Evaluation Data

CAMPI ENGINEERING

Date: 17-Aug-2017

Location: 2525 Mankas Corner Road

Pit No	Depth (in)	Color	Texture	Rock	Structure	Consistency						
T1	0-39		SCL	<input type="checkbox"/> 0	<input type="checkbox"/> Massive <input type="checkbox"/> Single Grain <input type="checkbox"/> Granular	Dry	<input type="checkbox"/> Loose <input type="checkbox"/> Soft <input type="checkbox"/> Slightly-Hard <input type="checkbox"/> Hard <input type="checkbox"/> Very Hard <input type="checkbox"/> Extremely Hard					
				<input type="checkbox"/> 1-25%	<input type="checkbox"/> Weak <input type="checkbox"/> Angular Blocky	Moist	<input type="checkbox"/> Loose <input type="checkbox"/> Slightly-Friable <input type="checkbox"/> Friable <input type="checkbox"/> Firm <input type="checkbox"/> Very Firm <input type="checkbox"/> Extremely Firm					
				<input type="checkbox"/> 26-49%	<input type="checkbox"/> Moderate <input type="checkbox"/> Sub-Angular Blocky	Wet	<input type="checkbox"/> Non-Sticky <input type="checkbox"/> Slight-Sticky <input type="checkbox"/> Sticky <input type="checkbox"/> Very Sticky <input type="checkbox"/> Non-Plastic <input type="checkbox"/> Slight-Plastic <input type="checkbox"/> Plastic <input type="checkbox"/> Very Plastic					
				<input type="checkbox"/> ≥50%	<input type="checkbox"/> Strong <input type="checkbox"/> Platy <input type="checkbox"/> Prismatic <input type="checkbox"/> Columnar							
Roots				Pores				Mottling	Boundary	Comments		
	Very Fine 1 mm	Fine 1-2 mm	Medium 2-5 mm	Coarse 5-10 mm		Very Fine 1 mm	Fine 1-2 mm	Medium 2-5 mm	Coarse 5-10 mm	<input type="checkbox"/> None	<input type="checkbox"/> Abrupt <1 in	
Few	<input type="checkbox"/> <10	<input type="checkbox"/> <10	<input type="checkbox"/> <1	<input type="checkbox"/> <1	Few	<input type="checkbox"/> <10	<input type="checkbox"/> <10	<input type="checkbox"/> <1	<input type="checkbox"/> <1	<input type="checkbox"/> Faint	<input type="checkbox"/> Clear 1-2.5 in	
Common	<input type="checkbox"/> 10-100	<input type="checkbox"/> 10-100	<input type="checkbox"/> 1-10	<input type="checkbox"/> 1-5	Common	<input type="checkbox"/> 10-100	<input type="checkbox"/> 10-100	<input type="checkbox"/> 1-10	<input type="checkbox"/> 1-5	<input type="checkbox"/> Prominent	<input type="checkbox"/> Grad 2.5-5 in	
Many	<input type="checkbox"/> >100	<input type="checkbox"/> >100	<input type="checkbox"/> >10	<input type="checkbox"/> >5	Many	<input type="checkbox"/> >100	<input type="checkbox"/> >100	<input type="checkbox"/> >10	<input type="checkbox"/> >5	<input type="checkbox"/> Distinct	<input type="checkbox"/> Diffuse >5 in	

Pit No	Depth (in)	Color	Texture	Rock	Structure	Consistency						
	39-94		SCL	<input type="checkbox"/> 0	<input type="checkbox"/> Massive <input type="checkbox"/> Single Grain <input type="checkbox"/> Granular	Dry	<input type="checkbox"/> Loose <input type="checkbox"/> Soft <input type="checkbox"/> Slightly-Hard <input type="checkbox"/> Hard <input type="checkbox"/> Very Hard <input type="checkbox"/> Extremely Hard					
				<input type="checkbox"/> 1-25%	<input type="checkbox"/> Weak <input type="checkbox"/> Angular Blocky	Moist	<input type="checkbox"/> Loose <input type="checkbox"/> Slightly-Friable <input type="checkbox"/> Friable <input type="checkbox"/> Firm <input type="checkbox"/> Very Firm <input type="checkbox"/> Extremely Firm					
				<input type="checkbox"/> 26-49%	<input type="checkbox"/> Moderate <input type="checkbox"/> Sub-Angular Blocky	Wet	<input type="checkbox"/> Non-Sticky <input type="checkbox"/> Slight-Sticky <input type="checkbox"/> Sticky <input type="checkbox"/> Very Sticky <input type="checkbox"/> Non-Plastic <input type="checkbox"/> Slight-Plastic <input type="checkbox"/> Plastic <input type="checkbox"/> Very Plastic					
				<input type="checkbox"/> ≥50%	<input type="checkbox"/> Strong <input type="checkbox"/> Platy <input type="checkbox"/> Prismatic <input type="checkbox"/> Columnar							
Roots				Pores				Mottling	Boundary	Comments		
	Very Fine 1 mm	Fine 1-2 mm	Medium 2-5 mm	Coarse 5-10 mm		Very Fine 1 mm	Fine 1-2 mm	Medium 2-5 mm	Coarse 5-10 mm	<input type="checkbox"/> None	<input type="checkbox"/> Abrupt <1 in	
Few	<input type="checkbox"/> <10	<input type="checkbox"/> <10	<input type="checkbox"/> <1	<input type="checkbox"/> <1	Few	<input type="checkbox"/> <10	<input type="checkbox"/> <10	<input type="checkbox"/> <1	<input type="checkbox"/> <1	<input type="checkbox"/> Faint	<input type="checkbox"/> Clear 1-2.5 in	EARTH WORM ACTIVITY
Common	<input type="checkbox"/> 10-100	<input type="checkbox"/> 10-100	<input type="checkbox"/> 1-10	<input type="checkbox"/> 1-5	Common	<input type="checkbox"/> 10-100	<input type="checkbox"/> 10-100	<input type="checkbox"/> 1-10	<input type="checkbox"/> 1-5	<input type="checkbox"/> Prominent	<input type="checkbox"/> Grad 2.5-5 in	
Many	<input type="checkbox"/> >100	<input type="checkbox"/> >100	<input type="checkbox"/> >10	<input type="checkbox"/> >5	Many	<input type="checkbox"/> >100	<input type="checkbox"/> >100	<input type="checkbox"/> >10	<input type="checkbox"/> >5	<input type="checkbox"/> Distinct	<input type="checkbox"/> Diffuse >5 in	

Pit No	Depth (in)	Color	Texture	Rock	Structure	Consistency						
				<input type="checkbox"/> 0	<input type="checkbox"/> Massive <input type="checkbox"/> Single Grain <input type="checkbox"/> Granular	Dry	<input type="checkbox"/> Loose <input type="checkbox"/> Soft <input type="checkbox"/> Slightly-Hard <input type="checkbox"/> Hard <input type="checkbox"/> Very Hard <input type="checkbox"/> Extremely Hard					
				<input type="checkbox"/> 1-25%	<input type="checkbox"/> Weak <input type="checkbox"/> Angular Blocky	Moist	<input type="checkbox"/> Loose <input type="checkbox"/> Slightly-Friable <input type="checkbox"/> Friable <input type="checkbox"/> Firm <input type="checkbox"/> Very Firm <input type="checkbox"/> Extremely Firm					
				<input type="checkbox"/> 26-49%	<input type="checkbox"/> Moderate <input type="checkbox"/> Sub-Angular Blocky	Wet	<input type="checkbox"/> Non-Sticky <input type="checkbox"/> Slight-Sticky <input type="checkbox"/> Sticky <input type="checkbox"/> Very Sticky <input type="checkbox"/> Non-Plastic <input type="checkbox"/> Slight-Plastic <input type="checkbox"/> Plastic <input type="checkbox"/> Very Plastic					
				<input type="checkbox"/> ≥50%	<input type="checkbox"/> Strong <input type="checkbox"/> Platy <input type="checkbox"/> Prismatic <input type="checkbox"/> Columnar							
Roots				Pores				Mottling	Boundary	Comments		
	Very Fine 1 mm	Fine 1-2 mm	Medium 2-5 mm	Coarse 5-10 mm		Very Fine 1 mm	Fine 1-2 mm	Medium 2-5 mm	Coarse 5-10 mm	<input type="checkbox"/> None	<input type="checkbox"/> Abrupt <1 in	
Few	<input type="checkbox"/> <10	<input type="checkbox"/> <10	<input type="checkbox"/> <1	<input type="checkbox"/> <1	Few	<input type="checkbox"/> <10	<input type="checkbox"/> <10	<input type="checkbox"/> <1	<input type="checkbox"/> <1	<input type="checkbox"/> Faint	<input type="checkbox"/> Clear 1-2.5 in	
Common	<input type="checkbox"/> 10-100	<input type="checkbox"/> 10-100	<input type="checkbox"/> 1-10	<input type="checkbox"/> 1-5	Common	<input type="checkbox"/> 10-100	<input type="checkbox"/> 10-100	<input type="checkbox"/> 1-10	<input type="checkbox"/> 1-5	<input type="checkbox"/> Prominent	<input type="checkbox"/> Grad 2.5-5 in	
Many	<input type="checkbox"/> >100	<input type="checkbox"/> >100	<input type="checkbox"/> >10	<input type="checkbox"/> >5	Many	<input type="checkbox"/> >100	<input type="checkbox"/> >100	<input type="checkbox"/> >10	<input type="checkbox"/> >5	<input type="checkbox"/> Distinct	<input type="checkbox"/> Diffuse >5 in	

CAMPI ENGINEERING

Percolation Test Data Sheet

Location: 2529 Mankas Corner Road

Date: 6 November 2017

[illegible]

ATTACHMENT III
Frank's Septic Service Report

Frank's Septic Service Inc.

P.O. Box 1477

Vacaville, Ca 95696-1477

707-678-4041

707-678-4057 fax

California Contractors License # 563728



Inspection Report Released To:

Jim Campi

707-372-3598

jim@campi.pro

Official Inspection Report For Sale of Property or Refinancing

Date: August, 22nd 2017
Property Address: 2525 Mankas Corner Road, Fairfield California 94534
Property Owner: Wendy Decoito
Service Requested By: Wendy Decoito

Tank Conditions

Lids Intact: Yes risers bolt down lids.
Sanitary Tees Present: Yes
Septic Pumped Date: N/A
Satisfactory Condition: Yes

Leachfield Conditions

Visual Malfunctions: None observed
Effluent Surfacing on Ground: none observed
Leachfield Area Void of Structures: Yes

Constructed of: Concrete Tank Capacity : 1500 +/- Gallons

Additional Comments: Ran water in septic system for 45 minutes with no signs of failure. Septic system functioning satisfactory at the time of inspection.
(Please note disclaimer below)

Septic systems are subterranean, therefore it is impossible to determine their overall condition, especially when no water is entering the field lines. For example, if the house is vacant, a determination of the condition is difficult. No prediction can be made as to when or if a system might fail. This report comments on the workability of the system on the day of inspection only and is in no way intended for warranty. Workability can alter by factors such as excessive rain falls, heavy water usage, faulty plumbing and neglect or physical damage to the system. All tanks require pumping maintenance.

Signature:

Sean Bonifacio

Date: August, 31st 2017

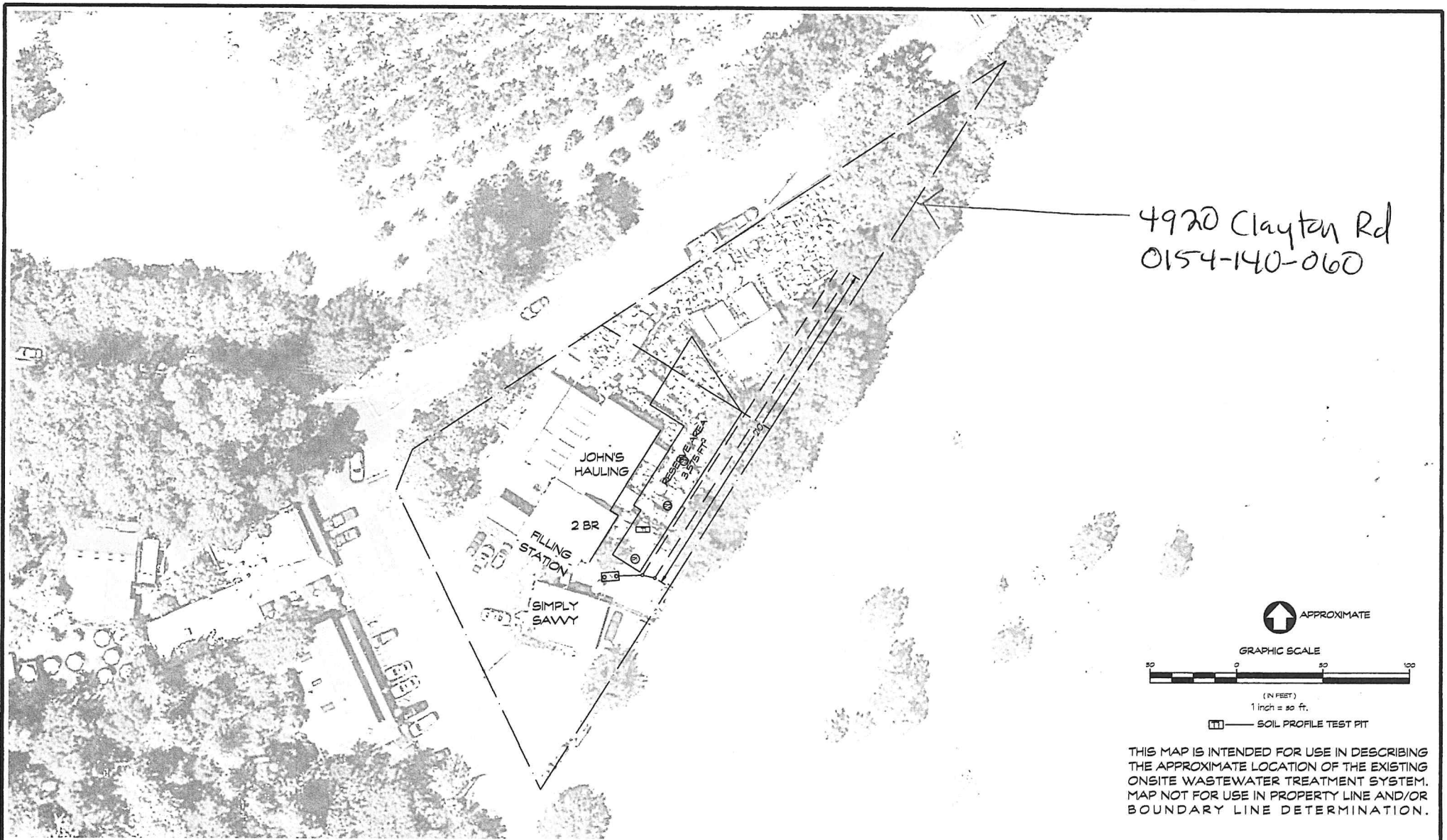
Solano County Water Heater Tank Sizing Water Heater Calculator

Facility Name:

Equipment	No. Units	GPH	Total GPH
Hand wash sink	2	5	10
Janitorial Sink	1	15	15
Prep Sink	0	5	0
3-compartment sink (18x18) per compartment	1	14	42
3-compartment sink (24x24) per compartment	0	25	0
Custom 3-compartment sink			0
Mechanical warewasher	0		0
Hand Spray Pre-rinse	0	45	0
Garbage can area	0	15	0
3 comp Bar sink	0	18	0
Cloth washers (9-12 lbs)	0	45	0
Cloth washer (18 lbs)	0	45	0
Employee shower	0	20	0
Coffee urn	0	5	0
Single pot rinse	0	25	0
Double pot sink	0	50	0
Triple pot sink	0	75	0
Other fixtures that use hot water		0	0
		Total GPH (TGPH)	67
Custom 3-compartment sink	Length	0	
	Width	0	
	Depth	0	
		Water usage	0
Warewasher			Number of units
Mechanical food	Racks per hour	0	
related utensil/ware washer	Water usage per rack - Gallons	0	
	Total water usage	0.00	1
			0
Glass ware washer	Racks per hour	1	
	Water usage per rack - Gallons	0.1	
	Total water usage	0.10	0
			0
			1
			0
Facility using multi service utensils			
Total GPH needed/Recovery Rate	67		
Gas Water heater-Required BTU	37207.33	BTU needed to raise water to 120 F	
Electrical Water Heater-Required KW	8.35	KW needed to raise water to 120 F	
Facility using multi service utensils-moderate use			
Total GPH needed/Recovery Rate	53.6		
Gas Water heater-Required BTU	29765.87	BTU needed to raise water to 120 F	
Electrical Water Heater-Required KW	6.68	KW needed to raise water to 120 F	
Facility with single-service utensils or don't use utensils at all			
Total GPH needed/Recovery rate	53.6		
Gas Water heater-Required BTU	29765.87	BTU needed to raise water to 120 F	
Electrical Water Heater-Required KW	6.68	KW needed to raise water to 120 F	
Electrical Booster Heater-Required KW			
Gas Booster Heater-required BTU	47838.00	BTU needed to raise water to 180F	

Instructions:	
1) Complete blue boxes (enter 0 if not existent)	
2) For "Other fixtures that use hot water" contact the Health Department for more information	
3) Information for mechanical warewashers and custom equipment can be found in the cut sheets.	
4) The required temperature rise of water is 50F.	
5) GPH = Gallons per Hour	
6) To calculate kilowatts multiply volts by amperes Kw= (v*amp)/1000	
7) Make sure that all blue boxes are filled	

Parcels 0154-140-050 and 0154-140-060



CAMPI ENGINEERING
770 Lakeshore Court, Fairfield, CA 94534
(707) 864-5618

2525 MANKAS CORNER ROAD
THE FILLING STATION

**OWTS
SITE PLAN**

DATE 11/8/2017

SCALE 1" = 50'

S1

RECEIVED

JUN 12 2020

June 12, 2020

Solano Cty CAO

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

RE: Appeal of the Resolution adopted at the regular meeting of the Solano County Planning Commission of June 4, 2020, approving Use Permit Application U-19-03. Location of property 2525 thru 2529 Mankas Corner Rd., unincorporated Solano County.

Use Permit U-19-03 began as a renewal for one business; Suisun Valley Antiques/John's Hauling. Misrepresentation and false statements as to the material facts on which the use permit and approval are based, resulted in the permit being used for two additional establishments for which the use permit was originally not issued. The permit is approved for a condition or activity that creates conflicts with general laws, including but not limited to an apparent violation of the Ralph M. Brown Act, and public notice laws.

Repeated requests for consideration of the existence of a public nuisance on the property have been routinely ignored, in violation of Solano County Public Health and Safety Chapter of the 2008 General Plan, resulting in unsafe traffic conditions potentially detrimental to public safety.

In violation of Chapter 28 Zoning Regulations, Agritourism does not include commercial amusement and entertainment uses, such as musical entertainment, amphitheater or theater entertainment facilities for the performance of concerts or other entertainment events.

Musical entertainment has become a feature of all Marketing Events. Musical entertainment is inconsistent with Solano County's definition of Agricultural Tourism allowed uses, and is specified as a disallowed use. Public events in A-T-C districts shall not utilize electric sound amplification systems; yet this occurs frequently. Public events and marketing events have no regulation for noise or human capacity in any given area. Marketing Events result in traffic congestion and hazards for the public and residents of the area. When there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Unregulated human capacity results in parking of vehicles exceeding the on-site parking accommodations, thus results in illegal parking off-site on bike lanes, road shoulders, and areas posted as No-Parking zones in the Mankas Corner A-T-C.

Use Permit U-19-03 fails to consider processes for design, operation or use of premises (under land use planning) subject to Fire Hazard Planning goals, thus federal and state requirements that directly address fire hazard planning and mitigation are ignored.

Requirements that are essential for the public safety of a proposed activity shall be determined by the applicable fire district official. Solano County failed to submit plans to CAL FIRE for approval, prior to approval of the Mankas Corner Road Improvement Project.

In order for Solano County to be eligible for FEMA funding, the County had to adopt a hazard mitigation plan. The 2012 Multi-Hazard Mitigation Plan (MHMP) identified the natural hazards that affect the County, their impacts, and desired mitigation actions to address and minimize those impacts. Strategic points of intervention where better planning can help reduce the vulnerability of development were addressed. Solano County has failed to implement simple strategies, due to a number of local barriers. These include disconnect of administrative responsibility, lack of hazard mitigation training, plan maintenance and updating process, and Solano County government staff turnover. Mankas Corner is located in an area identified as a High Risk area for wildfire, flooding, and severe storms. The unincorporated Suisun Valley falls into the definition of the wildland/urban interface. Local comprehensive plans must review new information as it becomes available. Solano County has experienced consecutive years of drought and devastating regional wildfires since adoption of the 2012 MHMP. Yet our local ordinances have not improved.

Standards for project review are often obscured by planning staff. They provide limited knowledge to the planning commissioners in the form of Staff Reports. Lack of specific knowledge of an area increases the potential for loss of life and property from wildfires through uninformed development regulations, standards for proposal review, and lack of comprehensive planning and best practices in at-risk areas. Unimpeded emergency response times to local and regional disasters require regulation and limitations of tourist-serving activities in Suisun Valley. This fact is ignored in the name of economic interests. Those economic interests cross line when it considers conflicts-of-interest laws.

Chapter 28 (28.23.12) – Purposes of Agricultural Tourist Center Districts states: “Development of agricultural tourism is critical to the future viability of agriculture in Solano County”. That statement was absolutely not true then, and certainly is not true today. Agricultural tourism was soon replaced with wine tourism for the sole purpose of increasing generation of tax revenue for the County. The Mankas Corner A-T-C project was designed as part of a plan to increase agriculture tourism in the area – and primarily to the wine attractions of Suisun Valley. Obtaining bike/pedestrian improvement funds allowed widening of road shoulders, striped parking, added a historic marker, benches, traffic striping and gateway signs. These can all be considered advancements to private project A-T-C development. Shoulder widening allowed Right-Of-Way upgrades which added parking spaces to benefit existing businesses, where a shortage of parking had not been resolved through traditionally planning mythology. It also required merging of traffic lanes and interruption of bike lane, thus reduced public safety.

The California Constitution authorizes a county to make and enforce local ordinances that do not conflict with general laws. The Suisun Valley Strategic Plan had no legitimate

source of infrastructure improvements funding. Therefore, its designation as a Priority Conservation Area (PCA) made it possible to obtain transportation funding grants. Through its police powers, the Board of Supervisors used its authority to procure public transportation funds through the Solano Transportation Authority for the Mankas Corner Road Improvement Project. However, those grant funds had prescribed methods for project suitability. The Board must follow the procedural requirements in state and federal statutes.

Since Use Permit U-19-03 pertains to project ingress and egress from a public roadway (Mankas Corner Rd.) and that roadway and location is the site of an ongoing road improvement project, significant factors cannot be dismissed. Mankas Corner Rd. is a FIRE APPARATUS ACCESS ROAD, which has been impeded by obstacles as a result of poor planning and approvals. It shall be maintained in accordance with California Fire Code Sections 503.1.1 – 503.1.3.

The state's 2018 Strategic Fire Plan sets goals for local planning that include analyzing the fire risk, supporting land use planning, community preparedness planning, and increasing fire prevention efforts.

The Mankas Corner Road Project was not submitted to CAL FIRE for approval, in violation of IFC Section 503.4.1. This was an intentional oversight, because fire departments have traditionally been the most vocal about traffic calming. Roadway obstructions are obstacles to efficient emergency response times. In 2012, the International Fire Code (IFC) was updated to specifically address traffic calming and to better ensure coordination with the fire department during traffic calming implementation. IFC Section 503.4.1 states that traffic calming measures places on fire apparatus access roads "shall be prohibited unless approved by the fire code official". In this case, CAL FIRE is the fire code official.

Additionally, median islands for gateway and other types of signage and traffic calming reasons are not allowed under the terms of federal transportation grants.

Yet, the road project incorporated traffic calming design elements such as colored crosswalks, bike stencils, and medians to moderate speed and enhance safety through the corridor. The medians should have never been placed in the roadway, and required reductions in size and alterations for lane width. Those medians are not lighted and still have orange road cones arranged to make them more visible to motorists.

The project was part of a plan to increase tourism, primarily to wine attractions of Suisun Valley. The Mankas Corner area is part of an A-T-C specifically identified in the county's voter-approved General Plan. And it was specifically targeted for that kind of economic attraction. Negative impacts have always been ignored for the sake of tourism.

Therefore, I will continue to take a stand in the name of the public good and voice these concerns. Solano County has a less stringent view of generally accepted state and federal law statutes. The limited subject matter jurisdiction of the planning commission severely

limits the function of fair and open government. Our local government officials act with impunity, without thought of negative consequences.

Needless to say, wildfire response delays of only a few seconds can mean the difference of life and death, control or non-control, structures lost and lives changed. The Sonoma-Lake-Napa CAL FIRE unit must use the Mankas Road intersection of Clayton Rd. They used it several times in just the last week when responding to a number of fires in our region. Fortunately, the businesses at that location were closed and the fire access roadway had free passage. That won't always be the case. Priorities have to put people ahead of profit.

Respectfully,

Mary Browning,

Suisun Valley

Calder, Allan M.

From: Mary Browning <mbrowning@valleyinternet.com>
Sent: Thursday, June 4, 2020 11:22 AM
To: Emlen, Bill F.; Harrison, Jamielynne B.
Subject: U-19-03 Opposition

For the last eight years, I have been opposing significant inconsistencies with established Chapter 28 definitions in and around Mankas Corner, with regard to traffic circulation, marketing, lack of funding, certain allowed land uses-by-right in ATC districts, and the lack of administrative responsibility resulting from the implementation of the Suisun Valley Strategic Plan (SVSP), which was an amendment to the last update to the Solano County General Plan in 2008. Chapter 5 of the SVSP (Revised January 2019) added new zoning regulation definitions, that furthered those inconsistencies. It is impossible to ignore the SVSP while opposing U-19-03 said outdoor events at the Mankas Corner Agricultural Tourist Center, and associated negative effects that arise with loosely defined "marketing events", namely public safety concerns, increased traffic congestion, noise nuisance, and impediment of the narrow rural Mankas Corner Road intersection (at Clayton Rd.) that is the single means of escape in the event of an emergency evacuation or Cal Fire emergency response. U-19-03 intends to further the continuance of the outdoor seating/serving of food and beverages (outdoor serving of beer and wine within a covered designated area at The Filling Station) and allow for marketing events. The Filling Station operator, Wendy De Caito, holds the alcohol beverage license and is responsible for adhering to ABC license requirements, which large gatherings make unenforceable. Each separate business should be required to have separate use permits. The three separate business operators at this location do not own or lease the land, but rather, each leases one of three building spaces on one site. Only one business had been issued a use permit prior to this (John's Hauling). ABC license requirements apply only to The Filling Station operator.

For several years, my requests for due process have been routinely met with excuses that turned out to be intentional false statements by the former zoning administrator, Mike Yankovich. Agritourism does not allow amplified noise and musical performances. Since it began operation over a year ago, The Filling Station has been defined as a Local Products Store, neighborhood meeting place, and a tasting facility. Never was the widely accepted definition "wine and beer bar" applied because that accurate definition is inconsistent with the Suisun Valley Strategic Plan. Bars are not an allowed use in the Suisun Valley. The Filling Station business operation is conducted as a wine and beer bar, but Mike Yankovich told me he felt it was more similar to a tasting facility. And 1-1/2 years ago, he told me that this business did not require a use permit because tasting facilities are an allowed use. It did not matter that tasting facilities and marketing events are associated with wineries on the same land. In this regard, ATC's are similar to land-uses in A-SV districts, but they are not required to be incidental to a primary agricultural use.

Renewal of one existing use permit for John Crossley (John's Hauling/Suisun Valley Antiques) is now a combined use permit that includes The Filling Station and Simply Savvy, which have been operating without use permits. These are three distinctly different businesses. This is an uncommon practice for which Solano County apparently has no policy for. Arbitrary and Capricious, and reversed for legal accountability.

Below are examples of numerous inconsistencies:

AN ORDINANCE AMENDING CHAPTER 28 OF THE SOLANO COUNTY CODE TO REVISE SECTION 28-10, DEFINITIONS, ADD SECTION 28.13 ESTABLISHING THE "A-SV" AGRICULTURAL-SUISUN VALLEY AND "ATC" AGRICULTURAL TOURIST DISTRICTS (ZT-10-03), REVISE SECTION 28-15 AMENDING ZONING MAPS 9S, 10N AND 12N TO CHANGE ALL "A" DISTRICTS WITHIN SUISUN VALLEY TO "A-SV" DISTRICT AND SELECTED NEIGHBORHOOD AGRICULTURAL TOURIST CENTER SITES TO ATC DISTRICT, TO ADD SECTION 28-41 AGRICULTURE-SUISUN VALLEY (A-SV) DISTRICT AND AGRICULTURAL TOURIST CENTER (ATC, ATC-NC) DISTRICTS (Z-10-01)

Ordinance No 2011 Amending Chapter 28:

Agritourism: The provision of facilities, amusement activities, commercial services, guides, or instructional content to encourage visitors to any agricultural, horticultural or agribusiness operation, either temporarily or on a permanent basis, for the purpose of enjoyment, education, or active involvement in the activities of the farm or operation other than as a contractor or employee of the operation. Agritourism includes agriculturally related indoor and outdoor amusement and

recreation activities such as farm tours, hayrides, sleigh rides, corn mazes, picnic and party facilities and other similar uses as determined by the zoning administrator. Agritourism does not include commercial amusement and entertainment uses, such as dance halls, electronic game arcades, studios, theatrical productions, musical entertainment, bowling alleys, billiard and pool establishment, commercial sports such as arenas, rings, racetracks, public golf courses, miniature golf course, amusement parks, membership sports and recreation clubs, game parlors, gun clubs, circus and carnival operations, water parks, amusement parks, fairgrounds, expositions, amphitheater or theater entertainment facilities for the performance of concerts or other entertainment events.

SECTION 28-13. DISTRICTS DESIGNATED AND ESTABLISHED

ATC Districts--AGRICULTURAL TOURIST CENTER DISTRICTS

Mankas Corner is one of eight Agricultural Tourist Centers. One of the virtues of public administration is Substantive Rationality, which is the ability to reason about the ends of governmental action.

28.41.011 - PURPOSES OF AGRICULTURE - SUISUN VALLEY DISTRICT

The majority of land within Suisun Valley is in agricultural use, producing grapes for wine, small grains, or other fruit crops. This farmland is essential to the Valley's agricultural economy and quality of life. The standards in this section maximize the viability of the family farm by allowing uses that support agriculture and excluding incompatible uses. Musical entertainment, concerts, amplified noise and parties are not essential to Suisun Valley's agricultural economy and quality of life.

28.41.012 PURPOSES OF AGRICULTURAL TOURIST CENTER DISTRICTS

Development of agricultural tourism is critical to the future viability of agriculture in Solano County. The standards in this section allow a variety of uses that will help foster small tourist-oriented centers within the Valley, help attract tourists, and provide additional opportunities to market local products. NOTE -- No longer is agricultural tourism critical to preserving farmland here, given that seventy-five percent or more of the 9,000 acre valley is controlled by Caymus Vineyards and E&J Gallo. Those companies do not need tourism in order to sell their products. Rural residents constitutionally protected property rights have been ignored.

Onsite parking is a requirement for any project approval. Administrative law demands observance of public safety measures. Ethical planning includes fair procedures and policies that do not create injustices, much less public safety concerns.

In considering every government action, provisions must be made for the effect that action has on individual rights, while also following established state and federal laws. California Vehicle Code 22507.8 provides for accessible handicapped parking, and applies 24/7. The Circulation Chapter of the SVSP noted the shortage of parking at Mankas Corner 13 years ago. Demands for parking have steadily increased at this rural commercial hub, yet only about 18 new parking spaces have been developed in recent years. Solano County has recognized that with the urbanization of unincorporated areas of the county, there has been a groundswell of awareness and support of the need for code compliance.

Inclusion of handicapped parking was required. It is unlawful to block access to the handicapped parking spaces onsite.

Safe onsite parking is a project approval requirement according to the General Plan. Supporting the integrity of the policy information process, reinforcement of policy, and fairness are required in planning. Therefore, onsite parking should never be reduced, restricted or barred.

The Staff Report states the use permit will be issued to the "Permittee who shall be responsible for preventing offensive noise or other impacts which constitute a hazard or nuisance to surrounding properties". It is my understanding that the property owner April Russell will be the Permittee. It is not logical to expect Ms. Russell to be responsible for nuisances, much less be able to determine what constitutes "offensive noise" or other impacts which constitute a hazard, especially since her primary residence is in southern California. When outdoor live music performances are held at Mankas Corner, sound travels for over one mile. With multiple venues hosting so-called marketing events every weekend, multiple sources of amplified noise converge where I live.

PUBLIC ADMINISTRATION ETHICS AND RESPONSIBILITY

American systems of government operate on the principle that all public officials should rule by law, rather than by will.

Decisions should accord with standards that are publicly deliberated upon and authorized by representative institutions or by the people directly, through legally established processes.

ARBITRARY AND CAPRICIOUS

If it is discovered that a decision is based purely on human will or intuition, it can be declared arbitrary and capricious, and reversed. Legal accountability, at a minimum, must articulate their actions, so their actions can be examined for conformity to legal standards.

The principle of rule of law -- the best laws leave no room for discretionary choices by officials.

The principle of rule by law suggests that laws should achieve the greatest possible clarity and specificity in their standards. The best laws are those that leave no room for discretionary choices by officials. This is called ministerial responsibility under law.

EQUITY

In addition to fair procedures, public officials must attend to fairness in results. Public administrators must be mindful of disparaged (downplayed) impacts to rules and contract provision. Many agencies also develop processes for granting exceptions in situations where the normal functioning of rules and policies creates an injustice or imposes an undue burden on a small number of citizens. **Protection of rights is a chief concern of our governing systems, and it pervades all decision making processes in government. In considering every governmental action, provisions must be made for the effect that action has on individual rights.**

Here at Mankas Corner, public nuisances are created by the outdoor activities that go far beyond seating/serving of food and beverages. Nuisances are amplified noise, increased traffic, congestion due to lack of parking, blocking the onsite parking to accommodate large gatherings for musical entertainment (which is not an allowed use), blocking the handicapped parking space (Penal Code violation), and other significant problems that come with annual marketing events. Myself, as well as the property owner April Russell have seen numerous instances of pedestrians walking in moving lanes of traffic because there was insufficient road width to install pedestrian walkways. Two traffic lanes were merged into one, with bike lanes also merging with traffic lanes, because of the insufficient width of Mankas Corner Road. Events and weekend musical entertainment occur in the parking lot. Drivers are distracted. Noise levels of 80 dBIs are common.

The Resolution says it is fully consistent with the goals and objectives...for the ATC zone. That is not true. Mike Yankovich told me 1-1/2 years ago that The Filling Station was allowed one event only with their grand opening. He called it a "block party". Resolution says the Permittee (April Russell, who doesn't live here full time) shall be responsible for preventing offensive noise or other impacts which constitute a hazard or nuisance to surrounding properties. Nothing here forbids live bands playing outdoors (Agricultural Tourist Center designation does not allow concerts, amplified noise). Nothing said here that forbids blocking onsite parking for events *with tents and other objects related to serving outdoors*. Also, the outdoor ABC designated area under the cover is small and becomes congested if more than 25 people are present. Combined with the ABC designated area outside, the business comfortably seats approximately 12 inside, and 12 outside. There are 24 parking spaces onsite. The marketing events I have witnessed have drawn between 100 and 200 people easily.

Notifying surrounding businesses prior to an event, so they can share parking does little to prevent illegal parking in the vicinity. I live one mile north, yet I am still impacted because we all must travel through the Mankas Corner intersection of Clayton Rd. and Gordon Valley Rd. Including emergency response vehicles. This is a main route for Cal Fire traveling to or from Napa County. When these weekend events take place, they consistently have led to congestion and illegal parking. Often seen and photographed, cars park in the no-parking zones at those islands.

Professional parking attendants for large events is unrealistic. What I have witnessed in the past are young adults (teens) wearing red vests, standing in the ROW watching the traffic, on the opposite side of the road from the businesses, and not doing anything to manage traffic or parking. Once, I observed this while an elderly couple walked in the moving traffic lane, walked past the "attendant", and into the blind curve of Gordon Valley Road because they had parked illegally in the ROW.

Bill Emlen was unaware of how frequent marketing events were occurring last year. Therefore, planning staff did not know. Mr. Emlen said this use permit would allow one marketing event per month. He was unaware that consumption of wine and beer was occurring beyond the designated outside area. He was unaware of handicapped parking and penal code violations. Mr. Emlen is also not aware that state statutes are being ignored.

The Suisun Valley Strategic Plan had a great deal of subjectivity to it's concepts. Challenges to expansion of the Mankas Corner ATC were never resolved. The possible phasing methods became irrelevant.

The economic conditions of 2008, when the plan was approved, has little resemblance to the economic conditions of today. Most of the local stakeholders who participated in the plan development sold out or entered into lease agreements with Caymus. Now, after years of vineyard conversions, there is noticeably less availability of local fruit and produce to draw visitors. As soon as the first two years of funding ran out, Fun Family Farm Days ended. The plan's vision became one of wine tourism primarily. The notion of "Value-added agriculture" was a false narrative, and deceptively altered the true definition of Agriculture. Uses were allowed that have no nexus with agriculture in it's true sense, at the expense of the Rural Character that was supposed to be protected. All with total disregard of citizens (my) constitutionally protected property rights, according to California Civil Code. I previously wrote on the record about the nine civil code violations allowed by the County, that I found just at Mankas Corner....that followed Mike Yankovich stating the County would never violate the civil code, at our 3rd public hearing debating Short-term Rentals.

For the above reasons, I am opposing U-19-03. Postponement will allow for additional considerations by the planning commission, who at this time, do not have sufficient knowledge of the negative effects.

Respectfully,

Mary Browning
Suisun Valley

[EXTERNAL Email Notice!] External communication is important to us. Be cautious of phishing attempts. Do not click or open suspicious links or attachments.

To The Department of Resource Management/Planning commission

In **support** of the conditional use permit for the businesses located at 2525 Mankas Corner Road

Attn: Bill Emlen

It has come to my attention that once again; John's Hauling has been targeted as a business that Solano County would like to separate from Suisun Valley Antiques and Collectables and have removed from the Suisun Valley, and that the entire property located at Mankas Corner also housing the Filling station and Simply Savvy may be in danger suffering if this permit isn't issued as well.

I do not believe that John's Hauling has anything but a positive impact on our local community and it would be a grave error to disallow renewal of the use permit from this business. I think it is a shame that as a city we are constantly looking to "improve" to meet a standard for which may draw in more tourism or regional acclaim, while forgoing the needs of the local people that actually live in this small farming community.

John and Janelle Crossley are integral members of our local community. Because John takes the time to pay attention to the needs of the people in this valley, the Suisun Valley Antiques and Collectibles shop offers so much more to our community then it would potentially offer it was not directly associated with his hauling business. John recognizes what items will be things that people in our Valley can use and what items removed locally from local home and property owners (using his hauling service) need to be offered as available to other home owners and community members. John is excellent at making sure that items that can be useful to the people living and farming our valley are available to us

Additionally, the types of hauling needs that are required by farmers and large landowners require the type of equipment that John has at his disposal. Asking him to keep all of his equipment outside of our valley (because we cannot be bothered to have to look at it) puts unearned stress onto his business and like the rest of us living here, our businesses are our livelihood. John and his family members are hard working people that give back locally every chance that they get supporting our local 4-H and Suisun Valley K-8 fundraising events. His services are essential to our region and John does an excellent job of being conscientious of what can be recycled, reused, and disposed of in the most ecologically efficient manner possible which is good for our local environment.

In example for the usefulness of a business that provides more than fancy antiques, two years ago I found myself in need of a fireplace insert that would fit my 120-year-old fireplace and low and behold he had a perfect fit. Being in an older house Inserts like this are no longer being made, however because the other houses in this valley are of a similar age and style, we were able to find what we needed. This was likely because when remodeling and upgrading to central heating, another local homeowner used John's services to clean away the construction debris. The insert made an incredible difference in the efficiency of our household heat and provided much warmth to my ailing grandmother. The same can be said for the door knobs I have had to replace in our very old home as well as several pieces of older, harder to find farming equipment that is not easily found in your average local hardware or garden center. I could go on and on about the useful things I have found that improved my life or the ways that

I have found both John and his business to be priceless to my neighborhood. When the Suisun Valley Road property we managed required the eviction of a tenant that left at least 5 truckloads of garbage, good furniture and farming equipment who did we call to help manage the things we struggled with? John's Hauling. He was able to put all of the good furniture for sale locally and dispose of what we didn't have the capabilities to deal with. Furthermore, if we had been left to deal with it ourselves most of it would have ended up at the dump just because of the time and effort it would have taken us to sort through it and haul it to appropriate places. Without John's as a local place to go, not only as a place to purchase things but also as a place to bring things that need to find a new home, I think the valley will see a higher rate of yard and garage sales, for sale signs on boats, cars equipment and in general bring down the polished look of the houses and nice clean vineyards

I find it frustrating that John's business is constantly under attack, though he has been continuously working to accommodate every request that the county/city has asked him to do to make his business more palatable to those who see his business as nothing but an eyesore. He has had the front of the business painted beautifully while simultaneously supporting a well-respected and talented local artist. He has provided seating so that his patrons can be social when they visit and/or larger events that encompass all of the corner's businesses. And the property is especially cleaned and well maintained, never with things just dumped in front of it. He often highlights local craftsmen and their beautiful hand-crafted products allowing local artisans the opportunity to have their work presented to their neighbors. The people in this valley need John and both of his businesses right exactly where they are, and we need to stop trying to set the bar just a little to high for John to reach. Enough is enough!

Although it may not seem like it to those that aren't paying attention, many people come from all over to check out what he has to offer on a regular basis. I personally have several out of town friends that make the journey to this valley because unlike Napa, it is laid back, family friendly and community oriented. Suisun Valley Antiques and Collectibles, The Filling Station and Larry's produce have been the big draws, more so than the wineries.

The biggest complaints that I have heard have been all centered around the fact that the businesses in our valley are starting to cater more towards tourists then we are to our own local consumers. Wineries are wonderful but do not offer the same opportunities to our community as small hot spots like The Suisun Valley Filling Station and Welcome Center. The Filling station, along with Suisun Valley Antiques and Collectibles, is usually filled with locals and when both business work together to provide an event or entertainment, the community attends in full force and support.

I, fully and without reservation, support John's Hauling (and Suisun Valley Antiques and Collectibles) being allowed continue business with a conditional use permit. I also whole heartedly support the The Suisun Valley Filling Station and Welcome Center being included under this permit as well. I believe as we need to embrace them both for the comradery and attraction that they bring to the community, agritourism at its finest.

Respectfully,

Alexis Kurowski

Attachment E

Response to the Appeal

The Planning Commission conducted a public hearing on Use Permit 19-03 on June 4th, 2020. It heard public testimony from two community members in support of the application with over 50 in support of the project in attendance. Several written communications / e-mails from Mary Browning were noted for the record. After considering public testimony and written communications, the Commission approved Use Permit 19-03 by a 4 – 0 vote.

On June 12th, 2020, staff received a written appeal of the Planning Commission action from Mrs. Browning. Her appeal is addressed below.

APPEAL:

Appellant issues/reasons for requesting Appeal Hearing. The appellant has raised several issues pertaining to U-19-03:

1. Multiple tenants are utilizing a single use permit.
2. Past public nuisance complaints have not been addressed by County staff.
3. ATC zoning does not allow for musical entertainment that utilizes electric sound amplification systems.
4. Fire Hazard Planning goals established through land use planning are not addressed. On street parking issues / California Fire Code violations re: fire apparatus access road designation.

Staff Response to the Issues/Reasons for requesting Appeal Hearing. Staff has provided responses to each of the points raised in the appeal filed on this matter.

1. Multiple tenants are utilizing a single use permit.

The applicant/property owner filed a new use permit application prior to the expiration date of an existing use permit to allow for continuation of the Suisun Valley Antiques/John's Hauling use with the addition of the Filling Station, which serves and sells wine and beer produced primarily by small local vintners and brewers. They also serve packaged foods generally derived from the local area. A discretionary use permit is required for the Filling Station because it includes a small outdoor sitting and standing areas for customers. They also have a small indoor seating area. Two other uses on the site (Simply Savvy, a furniture studio selling home furnishings and a small upstairs apartment) are pre-existing uses.

Table 28-23A in the Solano County Zoning Regulations lists a variety of retail uses: bakery/café/restaurants, local product stores and tasting facilities. The three primary uses on the site fall well within the types of uses listed.

While individual aspects of the uses on site could be considered permitted, a use permit is required due to the square footage of retail uses on the site that exceeds 1,500 s.f. and the outdoor sales and services provided by Suisun Valley Antiques and the Filling Station. Outdoor sales specifically require a use permit under the Zoning Ordinance. Under such circumstances a single use permit is appropriate for the entire property given the size of the site and common parking and circulation system that all uses are dependent on.

It is staff's view that the proposed uses in this permit are consistent with the ATC zoning district and are compatible with adjacent land uses, subject to the use permit's specific conditions of approval. Additionally, staff has concluded that the proposed uses will not be a nuisance or detrimental to the public welfare based on conditions of approval addressing access to parking, management of public/marketing events and on-site wastewater treatment.

2. Past public nuisance complaints have not been addressed by County staff.

The appellant identifies repeated requests for the consideration of a nuisance designation in violation of the Solano County Public Health and Safety Chapter of the 2008 General Plan, resulting in unsafe traffic conditions potentially detrimental to public safety.

As of June 24th, 2020, there are no open County code compliance cases for nuisance complaints pertaining to any of the three businesses on parcel 0145-140-050 nor for parcel 0145-140-060. Mary Browning has brought these issues to the County's attention as part of the use permit and staff has been working over the past few years with Suisun Valley Antiques to address parking and circulation issues.

The site contains 26 marked spaces for customers of the three businesses on the site. There are also two parking spaces for the apartment unit. Overall parking is adequate if all parking spaces are accessible for customer parking. John's Hauling business had occasionally displayed or temporarily stored products that interfered with parking access. In recent years, this has been a concerted effort to ensure parking spaces are accessible for customer use. Conditions #5 & #9 reiterates the need to maintain access to all parking spaces on the site so that all three businesses are served by adequate park availability.

Due to Covid-19 social distancing rules suggested by the Governor and the desire to reopen the business safely, the food and beverage serving applicant has applied for and received permission (License# 42-583198) from Alcohol and Beverage Control (ABC) to expand the service area to 1) a zone adjacent to the parking area (approx. 3,300 s.f.) and 2) a small patio area adjacent to a previously permitted patio area (approx. 252 s.f.). The applicant also has a "Type 77 event License" from ABC which allows for four events per year (an event in conjunction with the Suisun Valley Vintners Association, Passport Sunday, the Harvest Celebration and an anniversary event).

3. A-T-C zoning does not allow for musical entertainment that utilizes electric sound amplification systems. Public / marketing events are problematic.

The properties in question are in the ATC zoning district, which permits Neighborhood Commercial land uses. There is no provision in the Zoning Regulations prohibiting Neighborhood Commercial uses as listed in the ATC Zoning from providing music, amplified or acoustic, to their customers and historically, planning department staff has permitted limited musical entertainment for Neighborhood Commercial land uses (bars/restaurants/tasting rooms) as it is incidental to their business operations.

The definition of Neighborhood Commercial use in section 28.01 says the use is to be conducted entirely within a building, but section 28.23.50.40(B)(1)(c)(1) indicates a Retail Store/Service use can conduct part of its operation in a yard area if allowed by CUP. Thus, the applicant/property owner has filed a new use permit application prior to the expiration date of an existing use permit to allow for continuation of the Suisun Valley Antiques/John's Hauling use with the addition of the Filling Station. The use permit for the Filling Station is specifically for the small outdoor sitting and standing areas for customers.

Both Suisun Valley Antiques and the Filling Station participate in or conduct occasional marketing events. Suisun Valley Antiques has a monthly outside sales event over a weekend period. Such events further Suisun Valley tourism efforts and the importance of Mankas Corner as a community focal point. It is important these events are managed proactively. Condition #13 stresses the need for coordination with nearby properties and temporary traffic control and parking measures.

4. Fire Hazard Planning goals established through land use planning are not addressed. On street parking issues / California Fire Code violations re: fire apparatus access road designation.

The County adheres to the State Responsibility Areas (SRA) Fire Safe Regulation Standards as updated on Jan 1, 2020. The area southeast of Mankas Corner, including the subject property is in the SRA and is designated as in a "Moderate" fire hazard severity zone. It is the intent of Article 2 of those regulations titled "Emergency Access and Egress" that "roads and driveways, whether public or private, unless exempted, shall provide for safe access for emergency wildfire equipment and civilian evacuation concurrently, and shall provide unobstructed traffic circulation during a wildfire emergency."

Clayton Road and Mankas Corner Road comply with the Fire Safe Regulations for access and egress, provided vehicle are not parked within the roadway. Condition #11 prohibits the parking of company, employee, or customer vehicles within the road right-of-way in the vicinity of the site.

There is an ongoing effort to actively monitor the "no parking" zones with the use of cones and regular observation throughout the day.

For the reasons stated above and as summarized in the staff report, staff is recommending that the appeal be denied.

DRAFT

MINUTES OF THE SOLANO COUNTY PLANNING COMMISSION

Meeting of June 4, 2020

The regular meeting of the Solano County Planning Commission was held in the Solano County Administration Center, Board of Supervisors' Chambers (1st floor), 675 Texas Street, Fairfield, California.

PRESENT: Commissioners Cayler, Hollingsworth, and Chairwoman Bauer
Commissioner Rhoads-Poston present via WebEx

STAFF PRESENT: Bill Emlen, Director of Resource Management
Mathew Walsh, Principal Planner
Nedzlene Ferrario, Senior Planner
Jim Laughlin, Deputy County Counsel
Jamielynne Harrison, Planning Commission Clerk

Chairwoman Bauer called the meeting to order at 7:00 p.m. The Pledge of Allegiance was recited, roll call was taken, and a quorum was present.

Approval of the Agenda

The Agenda was approved with no additions or deletions.

Approval of the Minutes

The minutes of the regular meeting of May 7, 2020 were approved as prepared.

Items from the Public

There was no one from the public wishing to speak.

Regular Calendar

Item 3

PUBLIC HEARING to consider Use Permit Application U-19-03 to allow continued use of the indoor and outdoor retail areas currently occupied by **Simply Savvy, Suisun Valley Antiques/John's Hauling**, and the indoor and outdoor serving of local wines, beer and packaged local food products at the Suisun Valley Filling Station and Visitor's Center. The site is .96 acres total located at 2525 thru 2529 Mankas Corner Road, APN: 0151-140-050, 060. The project is exempt from CEQA requirements under Section 15301 (Existing Facilities) of the CEQA Guidelines.

Resource Management Director Bill Emlen provided the staff presentation. He noted that in 2011, the Commission reviewed an application for this site. It was primarily for John's Hauling business. The applicants received a use permit for the activities which

included some retail and the salvage operation. In 2011, the Commission approved a use permit for eight (8) years. Technically, the use permit ended in 2019. The owner of the property filed for a new application prior to the expiration for the Suisun Valley Antiques and John's Hauling but also for the the Suisun Valley Filling Station. The applicant had to apply for a new use permit due to the total square footage of retail, as well as for the outside activities. The Suisun Valley Filling Station is the new use on the site which is a tasting facility/local product store.

Mr. Emlen's presentation went on to address issues of General Plan consistency, Zoning Ordinance consistency, and a summary of key conditions addressing various aspect of the uses covered under the proposed use permit.

Mr. Emlen summed up by noting that the site has evolved in a positive way. It is consistent with the General Plan and with Use Permit findings which are located in the staff report and the resolution. Approval is recommended subject to the conditions of approval.

Chairperson Bauer asked if there were any questions. Commissioner Rhodes-Poston asked for clarification if the only reduction was pertaining to the salvage yard.

Mr. Emlen indicated "yes," that there is a condition that requires the salvage aspect of the business to be reduced over a five-year period. Commissioner Rhodes-Poston wanted to know the impact on the business, why the yard must be reduced and if the applicant would provide any thoughts on this topic.

Mr. Emlen indicated that equipment and vehicles have been cleared from the parking area. This is a positive change and the county would like to see that continue. He also stated that the condition is structured so that the applicant has a five-year phase-out and an additional five years if needed.

Commissioner Cayler mentioned that The Filling Station reminded her of an establishment in Dixon called "The Barn" which provides local food and has a beer and wine permit. She also indicated that she thought The Filling Station fills a need in the Fairfield/Suisun Valley area.

Commissioner Hollingsworth inquired as to what would trigger the additional five years.

Mr. Emlen stated that the Zoning Administrator would review the situation after 5 years, see the evolution of that particular corner, if the salvage operations are being kept in a reasonably contained condition, granting an extension might be considered.

Commissioner Hollingsworth wanted clarification regarding the 50% reduction whether it is in the square footage of the indoor/outdoor area or the entire area? Mr. Emlen indicated that it would be based on all retail area in relation to areas dedicated to storage and salvage.

Commissioner Rhodes-Poston asked as to why all the businesses were under the same use permit instead of each business applying for their own permit. Mr. Emlen indicated

that it is due to the overall square footage of the retail area along with the common parking and circulation serving all businesses on site..

Chairperson Bauer asked if it was common to include multiple businesses under one use permit. Mr. Emlen stated that it is common to have multiple businesses under one use permit, particularly when there is shared parking and access.

Chairperson Bauer asked if the applicants had been operating without a use permit. Mr. Emlen indicated that the applicant filed their application prior to the start of business. They had filed and received a business license which required a use permit which is presently before the commission.

Chairperson Bauer asked if a bar is in conformity with the Suisun Valley Plan? Mr. Emlen said that a tasting room conforms with the Suisun Valley Plan. It was mentioned that the license is for a bar. Mr. Emlen stated that the license is for the sale of wine and beer. Chairperson Bauer indicated that it is not a tasting license. Mr. Emlen directed the question to the applicant.

Wendy DiGuido, owner of The Filling Station, spoke. She indicated that she has a 42 License which is for the sale of beer and wine on site. She also stated that she cannot get a tasting license because her business is not a winery. She has beer and wine onsite and offsite. Her wine product is local from Suisun Valley and Solano County. She also has a 77 Event License which allows four events per year; two events in conjunction with the Suisun Valley Vintners Association, Passport Sunday, the Harvest Celebration and an anniversary event.

Chairperson Bauer invited the other applicants to speak.

John Crossley, owner of John's Hauling and Suisun Valley Antiques and Collectibles, spoke to the 50% reduction of the business. He has removed two Class A trailers and one truck from the property. The recycling has been scaled back as well.

Commissioner Hollingsworth asked when the 50% reduction started; from nine years ago or from when the use permit is approved? Mr. Emlen said that the intent of the condition is 50% from the inception of the proposed use permit.

Commissioner Hollingsworth clarified that condition and asked if the applicant understood.

Mr. Crossley, owner of Suisun Valley Antiques, mentioned that they have an inventory reduction event which usually happens on the third weekend of each month. Previously, the tent prevented any parking in front of the businesses. Presently, there is a 10 ft space for a fire path. There are now 26 designated and lined parking spaces available whereas there were only eight spaces previously. During events, there are cones placed and a parking attendant to provide direction.

Commissioner Hollingsworth mentioned that Ms. Mary Browning had called the supervisor's office to provide comments regarding the businesses. She was concerned about parking during events and the weekend nights.

Commissioner Hollingsworth asked if there is an off-site parking? Also, he asked if there was any amplified sound or music outside of the building for the events? Mr. Crossley stated that music is provided during the events and also bands have played at the events with a permit.

Chairperson Bauer asked how many times was professional traffic management hired? Mr. Crossley stated that traffic management was hired for every event.

Commissioner Cayler stated that when she first started on the Planning Commission, Mankas Corner was on the agenda. She also said that it had been fun to watch the business improve.

Commissioner Hollingsworth asked if it was a consideration to use the parking at the school? Mr. Crossley said he had not used the school parking since it is approximately a mile away. Also, it was mentioned that the school rents the parking.

Janelle Crossley indicated that when there are events at The Filling Station, there are more cars in the parking lot. However, usually their parking and parking at the restaurant is sufficient.

Commissioner Rhodes-Poston confirmed that the school does rent their parking lot.

Chairperson Bauer opened for public hearing and asked if anyone would like to speak.

Applicant John Crossley stated that he was grateful for the support. They had a petition online with 4500 signatures in support of their businesses and 181 people visited the businesses in order to sign the petition.

Robert Wright of Elmira spoke in support of the businesses. He stated that he had been visiting "John's place" for over ten years. He relayed a story about a friend whom he took to the salvage yard. She pointed out the tractor and stated that it was her tractor. The friend, who has since passed, was 90 years old. John indicated that he got the tractor from Pleasants Valley Road. She confirmed that it was the tractor that she rode during World War II when all the men were at war. She was plowing the fields in Vacaville and Solano County for the farmers. Mr. Wright said that John has been an institution in this county and that he supports and appreciates him.

Harrison Ransow, a resident of Vallejo, spoke about Mankas Corner. He stated that the people make him feel welcome. He visits Mankas to shop but also to socialize. He agreed 100% that the improvements are great!

Chairperson Bauer closed the public hearing. Bill Emlen stated for the record that correspondence had been received from Mary Browning and forwarded to the commission. Chairperson Bauer stated for full disclosure that Mary Browning is a friend

and that they had talked about Mankas Corner and Suisun Valley.

Commissioner Cayler stated that this project is exempt from CEQA requirements according to Section 15301, Existing Facilities, of the CEQA Guidelines. Commissioner Cayler made a motion to approve Use Permit U-19-03 subject to the findings and recommended conditions of approval contained in the resolution. Commissioner Hollingsworth seconded the motion and the motion passed unanimously (Resolution No. 4685).

ANNOUNCEMENTS and REPORTS

The next scheduled Planning Commission Meeting will be held on July 16, 2020.

Bill Emlen announced that Resource Management has hired a new planning manager, Allan Calder. He will start in two weeks.

Commissioner Hollingsworth asked if there is a cut-off date for input regarding the planning commission agenda. County Counsel Jim Laughlin stated that all the items considered must remain open until the time the gavel drops, and the public comment portion is closed. Anyone could walk into the meeting, provide papers, and it would become part of the record. The decisions of the commissioners should be based on the substantial evidence in the record.

Bill Emlen indicated that the commission does have the option to continue a matter if needed.

Since there was no further business, the meeting was adjourned.

DEPARTMENT OF RESOURCE MANAGEMENT



Planning Services Division

**NOTICE OF PUBLIC HEARING
(Board of Supervisors)**

The County of Solano does not discriminate against persons with disabilities and is an accessible facility. If you wish to attend this meeting and you will require assistance to participate, please contact Jamielynn Harrison, Department of Resource Management at 675 Texas Street, Suite 5500, Fairfield, CA (707) 784-6765 at least 24 hours in advance of the event to make reasonable arrangements to ensure accessibility to this meeting.

NOTICE IS GIVEN that the Board of Supervisors will hold a PUBLIC HEARING to consider the Appeal of Solano County Planning Commission Resolution no. 4685 which adopted Use Permit U-19-03 (**Mankas Corner**) to allow continued use of the indoor and outdoor retail areas currently occupied by Simply Savvy, Suisun Valley Antiques / John's Hauling, and the indoor and outdoor serving of local wines and beer and packaged local food products at the Suisun Valley Filling Station / Visitor's Center. The project is exempt from CEQA requirements under Section 15301 - (Existing Facilities) of the CEQA Guidelines. The property is located at 2525, 2527 and 2529 Mankas Corner Road, one mile west of the City of Fairfield within the Agriculture Tourist Center "ATC" Zoning District, APN's 0151-140-050 and 060 (Project Planner: Allan Calder).

If you challenge the proposed consideration in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Board of Supervisors at, or prior to, the public hearing.

Any person wishing to comment on the project and/or review the information contained within the project file may do so at the Solano County Department of Resource Management, Planning Division, County Administration Center, 675 Texas Street, Suite 5500, Fairfield. Staff reports are available by 5:00 p.m. the Friday prior to the meeting at www.solanocounty.com under Quick Clicks, Board Meetings.

The hearing will be held in the Board of Supervisors' Chambers, County Administration Center, 1st Floor, 675 Texas Street, Fairfield on **Tuesday, July 28, 2020 at 2:00 p.m.** or as soon thereafter as the matter may be heard. Interested persons may appear and be heard at that time.

BIRGITTA E. CORSELLO
Clerk of the Board of Supervisors
County of Solano, State of California

The Daily Republic - legal ad/one time – Monday, July 13, 2020